

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

November 27, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the December 2, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, December 2, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The funeral for Lowndes County Sheriff John Williams will be held at 11:00 a.m., December 2, 2019 at the Garrett Coliseum.

My Retirement Reception will be held on December 16, 2019 at 10:30 a.m., after adjournment of the County Commission meeting. I will be taking Annual Leave for several days during the period of December 17 through December 31, 2019

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

1. County Commission Information Session Schedule for December 2, 2019

Waived Rules Item for Monday, December 2, 2019

2. Consider Adoption of Resolution Approving Relocation of Polling Place in Montgomery County Commission District One Represented by County Commissioner Daniel Harris, Jr., County Commission

A COUNTY OLDER THAN THE STATE

3. Consider Adoption of Resolution Approving Relocation of Polling Place in Montgomery County Commission District Two Represented by County Commission Chairman Elton N. Dean, Sr., County Commission
4. Consider Adoption of Resolution Approving Relocation of Polling Place in Montgomery County Commission District Five Represented by County Commissioner Doug Singleton, County Commission
5. Consider Authorization of Resolution Honoring the Memory of the Late Mrs. Ella B. Bell, County Commission

Items to Consider for the Monday, December 16, 2019 Montgomery County Commission Regular Meeting Agenda

6. Consider Authorization of Recommendation from the Parks and Recreation Board on Naming Park on Old Selma Road "Elton N. Dean, Sr. Park", Parks and Recreation Board
7. Consider Authorization of Agreement with Hodges-Mace for Full Dependent Eligibility Verification, Risk Management
8. Consider Authorization of Amendment Number 1 to Contract with Vulcan Signs regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Traffic Signage and Supplies, Contract Number 53104-19B-004, Engineering Department
9. Consider Authorization of Amendment Number 1 to Contract with Stephens Construction & Concrete regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Crushed Stone, Contract Number 53000-19B-005, Engineering Department
10. Consider Authorization of Payment of \$24,000 (40% of Annual Grant) for the Executive Director Position with the Montgomery County Historical Society, County Commission **(On 12/5/16, the Commission approved a Budget Change Request in the Amount of \$24,000 from Designated Revenue for the Salary and Benefits of the Executive Director)**
11. Consider Authorization of Certificate Designating Authorized County Representative Florence M. Cauthen for the Montgomery County Public Building Authority Revenue Warrants and the Montgomery County General Obligation Warrants to Regions Bank, Trustee and Paying Agent, County Commission
12. Consider Authorization of Amendment Number 2 to Contract with Signs Now regarding a One (1) Year Extension, Beginning January 22, 2020 and Ending on January 21, 2021 and a 5% Price Increase for Graphics and Lettering, Contract Number 52110-18B-007, Sheriff's Office

13. Consider Authorization of Amendment Number 3 to Contract with Montgomery Armored Car Service, Inc., regarding a Thirty (30) Day Extension, Beginning January 1, 2020 and Ending on January 31, 2021 for Armored Car Services, Contract Number 51100-17B-004, Tax and Audit
14. Consider Authorization of Final Pay Application from David Jordan and Company, Inc., for Selective Demolition at the Perry Street Parking Deck, County Commission
15. Consider Authorization of Board Member Appointment, Personnel Board
16. Consider Authorization of Funding Agreement with the City of Montgomery regarding the Garrett Coliseum Renovation Project, County Commission (**Attached is the Proposed Funding Agreement for the Garrett Coliseum Renovation Project that is supported by Commissioner Harris and Commissioner Singleton. This document represents the key points that will be placed into a formally written Funding Agreement**)
17. Consider Authorization of Purchase and Sale Agreement for Property located at the Montgomery County Activity Center to Tom Hall for Construction of a Road, County Commission
18. Consider Authorization of Bid Award to Bear Brothers, Inc., for Building Renovations of the Montgomery County Courthouse Phelps-Price Justice Center, County Commission (**Copy of Bid Tabulations and Alternates**) (**Architect Johnny Raines will be discussing with the Commission proposed Value Engineering Savings for the Project**)

Personnel Action Items

19. Consider Authorization of Temporary Appointment of Laura Hughley, Administrative Support Specialist, Pay Grade A04 Step 3 (\$30,795) to Sr. Administrative Assistant, Pay Grade A06 Step 1 (\$36,284), Personnel Department

General Information Items

20. Copy of Cost/Bid Comparison for the Montgomery County Courthouse Phelps-Price Justice Center
21. Copy of Email from Architect Johnny B. Raines, III, with Barganier Davis and Williams Architects Associated regarding Proposed Addition and Renovations for the Flatwood Community Center (**On Monday, November 25, 2019, Architect Johnny Raines along with Commission Staff James Williams, Lamar Allen, Chris Piel and myself met at the Flatwood Community Center with Commissioner Sankey. After a thorough inspection of the building, Commissioner Sankey expressed his desire for the**

Commission to appropriate an additional \$100,000 for the renovation of this facility. Recently, the Commission authorized \$100,000 for this project. If implemented, the total project cost would be \$200,000 which includes architect's fees and kitchen equipment)

22. Copy of Contract with Barganier Davis and Williams Architects Associated regarding Renovation to the Flatwood Community Center, County Commission
23. Copy of Email from Nim Frazer regarding Rolling Land Options located in the Montgomery Industrial Park **(In considering that we have a bid for the Montgomery County Courthouse Phelps-Price Justice Center that is in excess of our original budget, I have studied ways to acquire funding for the Courthouse project. The Commission has available 42.4 acres of land in the Montgomery Industrial Park that could be sold at approximately \$30,000 per acre for a total of \$1,272,000. Recently, we sold land in the Montgomery Industrial Park which resulted in proceeds of \$403,160. If we sold the additional land for \$1,272,000 and combined it with the sales proceeds of \$403,160, the resulting total proceeds would be \$1,675,160, which could help pay for the additional cost of the Courthouse Project)**
24. Copy of Montgomery County Commission Fund Balance Comparison from September 30, 2007 to September 30, 2018
25. Copy of Memorandum from Manager of Public Affairs regarding Locations for "On the Road" Tour Dates
26. Copy of Letter from Corporate Sponsor Committee Chairman Antonio Fortson with the Alpha Phi Alpha Fraternity, Inc., Alpha Upsilon Lambda Chapter – Presentation requesting \$2,500 for the 24th Annual Martin Luther King, Jr., Memorial Scholarship Breakfast **(General Information Item) (On 12/5/16, the Commission approved a Budget Change Request in the Amount of \$2,500, on 1/8/18 the Commission approved a Budget Change Request in the Amount of \$2,500 and on 3/11/19, the Commission appropriated \$2,500 from their Joint Designated Revenue Account for this Event)**
27. Copy of Letter from Executive Director Ken Austin with Mercy House **requesting \$50,000** for the Adult Education and After School Tutoring and Homework Help Program
28. Copy of Letter from Campaign Chair Mike Hart with River Region United Way **requesting \$10,000** for the 2019 River Region United Way Campaign **(On 10/23/17, the Commission approved a Budget Change Request in the amount of \$5,000 from In House Miscellaneous Appropriations. On 2/4/19, the Commission approved a Budget Change Request in the amount of \$5,712 from In House Miscellaneous Appropriations)**

29. Copy of Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019
30. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019

Timeline for Legislative Agenda and Proposed Legislation:

31. Copy of Memorandum from Crosby Drinkard Group, LLC regarding the 2020 Legislative Timeline
32. Copy of Proposed 2020 Legislative Agenda Item to Provide for the **Qualifications of Sheriff** and to Require Completion of Continuing Education, Sheriff's Office
33. Copy of Proposed 2020 Legislative Agenda Item Authorizing the County Commission to **Levy an Additional Ad Valorem Tax for Education** and Providing a Referendum, County Commission
34. Copy of Proposed 2020 Legislative Agenda Item to Provide that the **Chair of the Montgomery County Commission Shall Serve on a Full-Time Basis** and to Provide for the Salary of the Chair, County Commission
35. Copy of Proposed 2020 Legislative Agenda Item to **Create the Montgomery County Planning Commission and Authorize Zoning**, County Commission

Future Appropriations from Designated Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
• Montgomery Symphony Orchestra – 2019-2020 Funding (Payment to be Approved after January 1, 2020)	\$ 20,000.00
• Sight Savers – 2019-2020 Funding (Payment to be Approved after January 1, 2020)	\$ 11,150.00
• Alabama State University – Labor Day Classic (Payment already Approved after January 1, 2020)	<u>\$100,000.00</u>
Total - Appropriations for Funding	\$131,150.00

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
DECEMBER 2, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Director of Elections Darryl Parker – Presentation regarding Resolution Approving Relocation of Polling Place in Montgomery County Commission District One Represented by County Commissioner Daniel Harris, Jr. (**Waived Rules Item 2**), Resolution Approving Relocation of Polling Place in Montgomery County Commission District Two Represented by County Commission Chairman Elton N. Dean, Sr. (**Waived Rules Item 3**), and Resolution Approving Relocation of Polling Place in Montgomery County Commission District Five Represented by County Commissioner Doug Singleton (**Waived Rules Item 4**)
- 8:10 a.m. Presiding Circuit Judge Johnny Hardwick – Presentation regarding Renovations to County Courthouse
- 8:15 a.m. Architect Johnny Raines with Barganier, Davis and Williams Architects – Presentation regarding Bid Award to Bear Brothers, Inc., for Building Renovations of the Montgomery County Courthouse Phelps-Price Justice Center (**Future Agenda Item 18**), Cost/Bid Comparison for the Montgomery County Courthouse Phelps-Price Justice Center (**General Information Item 20**), Proposed Addition and Renovations for the Flatwood Community Center (**General Information Item 21**) Contract with Barganier Davis and Williams Architects Associated regarding Renovation to the Flatwood Community Center (**General Information Item 22**)
- 8:20 a.m. Parks and Recreation Director James Williams – Presentation regarding Recommendation from the Parks and Recreation Board on Naming Park on Old Selma Road “Elton N. Dean, Sr. Park” (**Future Agenda Item 6**)
- 8:25 a.m. Lobbyists Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC – Presentation regarding Timeline for Legislative Agenda and Proposed Legislation (**General Information Items 31 through 35**)
- 8:30 a.m. Personnel Director Carmen Douglas – Presentation regarding Temporary Appointment of Laura Hughley, Administrative Support Specialist, Pay Grade A04 Step 3 (\$30,795) to Sr. Administrative Assistant, Pay Grade A06 Step 1 (\$36,284) (**Personnel Action Item 19**)
- 8:35 a.m. Director of Risk Management Holly Leverette – Presentation regarding Agreement with Hodges-Mace for Full Dependent Eligibility Verification (**Future Agenda Item 7**)
- 8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations

Information Session Schedule for
December 2, 2019 (Continued)

- 8:45 a.m. County Engineer George Speake – Presentation regarding Amendment Number 1 to Contract with Vulcan Signs regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Traffic Signage and Supplies, Contract Number 53104-19B-004 (**Future Agenda Item 8**) and Amendment Number 1 to Contract with Stephens Construction & Concrete regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Crushed Stone, Contract Number 53000-19B-005 (**Future Agenda Item 9**)
- 8:50 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Resolution Honoring the Memory of the Late Mrs. Ella B. Bell (**Waived Rules Item 5**), Locations for “On the Road” Tour Dates (**General Information Item 25**) and Update regarding Public Affairs
- 8:55 a.m. Executive Director Patricia G. Clark with Montgomery County Historical Society – Presentation requesting Payment of \$24,000 (40% of Annual Grant) for the Executive Director Position with the Montgomery County Historical Society (**Future Agenda Item 10**)
- 9:00 a.m. Sponsorship Chairman Antonio Fortson for the Martin Luther King, Jr., Memorial Scholarship Breakfast – Presentation requesting Funding for the 24th Annual Martin Luther King, Jr., Memorial Scholarship Breakfast (**General Information Item 26**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

MEMORANDUM

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

Subject: Resolution with Approval of relocation of Polling Place 106 located at Peter Crump Elementary School to City of Refuge Church in Montgomery County Commission District One Represented by County Commissioner Daniel Harris Jr.,

The purpose of this memorandum is to facilitate the relocation of voting precinct 106 in County Commission District One from its current location at Peter Crump Elementary School, 3510 Woodley Road 36116; Montgomery, Alabama; and move precinct 106 to City Of Refuge Church at 3820 Woodley Road, Montgomery, Alabama 36116.

This move will expedite the cessation of election related activities at the Peter Crump Elementary School. This move will result in a precinct that is wheelchair accessible. This will make the precinct more convenient to voters by reducing parking congestion and will allow more space for voters and equipment. The precinct will be more accessible for voters because it is located away from the school and is easier to provide direct security for. City of Refuge Church is centrally located and allows for more available parking in a private parking area provided by the City of Refuge Church. City of Refuge Church is centrally located within County Commission District One. County Commission District One is represented by County Commissioner Daniel Harris Jr.

The Election Center is requesting that the Montgomery County Commission expeditiously approve this move and provide a resolution authorizing this proposed move.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT ONE
REPRESENTED BY
COUNTY COMMISSIONER DANIEL HARRIS JR.,**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, the polling place of Precinct 106 located at Peter Crump Elementary School, 3510 Woodley Road, Montgomery, AL 36116 needs to be relocated per the request of The Montgomery County Commission. City Of Refuge Church, has agreed to become the new polling location for Precinct 106 in their church located at 3820 Woodley Road, Montgomery, AL 36116.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 106 from Peter Crump Elementary School at 3510 Woodley Road, to City Of Refuge Church at 3820 Woodley Road; Montgomery, Alabama 36116 effective December 2, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 2nd of December 2019.

Elton N. Dean, Sr., Chairman
District Two

Ronda M. Walker, Vice Chair
District Three

Daniel Harris, Jr., Commissioner
District One

Isaiah Sankey, Commissioner
District Four

Doug Singleton, Commissioner
District Five

MEMORANDUM

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

Subject: Resolution with Approval of relocation of Polling Place 205 located at Southlawn Elementary School to Southlawn Baptist Church in Montgomery County Commission District Two Represented by County Commission Chair Elton N. Dean Sr.,

The purpose of this memorandum is to facilitate the relocation of voting precinct 205 in County Commission District Two from its current location at Southlawn Elementary School, 5225 Patricia Lane 36108; Montgomery, Alabama; and move precinct 205 to Southlawn Baptist Church at 5340 Mobile Highway, Montgomery, Alabama 36108.

This move will expedite the cessation of election related activities at the Southlawn Elementary School. This move will result in a precinct that is wheelchair accessible. This will make the precinct more convenient to voters by reducing parking congestion and will allow more space for voters and equipment. The precinct will be more accessible for voters because it is located away from the school and is easier to provide direct security for. Southlawn Baptist Church is centrally located and allows for more available parking in a private parking area provided by the Southlawn Baptist Church. Southlawn Baptist Church is centrally located within County Commission District Two. County Commission District Two is represented by County Commission Chair Elton N. Dean Sr.

The Election Center is requesting that the Montgomery County Commission expeditiously approve this move and provide a resolution authorizing this proposed move.

Elton N. Dean, Sr., Chairman
District Two

Ronda M. Walker, Vice Chair
District Three

Daniel Harris, Jr., Commissioner
District One

Isaiah Sankey, Commissioner
District Four

Doug Singleton, Commissioner
District Five

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT TWO
REPRESENTED BY
COUNTY COMMISSIONER ELTON N. DEAN SR.,**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, the polling place of Precinct 205 located at Southlawn Elementary School, 5225 Patricia Lane, Montgomery, AL 36108 needs to be relocated per the request of The Montgomery County Commission. Southlawn Baptist Church, has agreed to become the new polling location for Precinct 205 in their church located at 5340 Mobile Highway, Montgomery, AL 36108.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 205 from Southlawn Elementary School at 5225 Patricia Lane, to Southlawn Baptist Church at 5340 Mobile Highway effective December 2, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 2nd of December 2019.

MEMORANDUM

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

Subject: Resolution with Approval of relocation of Polling Place 505 located at Fitzpatrick Elementary School to Covenant Ministries International Inc., in Montgomery County Commission District Five Represented by County Commissioner Doug Singleton.

The purpose of this memorandum is to facilitate the relocation of voting precinct 505 in County Commission District Five from its current location at Fitzpatrick Elementary School, 4550 Fitzpatrick Road, Montgomery, Alabama; and move precinct 505 to Covenant Ministries International Inc. Church, 4870 Woodley Rd., Montgomery, Alabama.

This move will expedite the cessation of election related activities at the Fitzpatrick Elementary school. This move will result in a precinct that is wheelchair accessible. This will make the precinct more convenient to voters by reducing parking congestion and will allow more space for voters and equipment. The precinct will be more accessible for voters because it is located away from the school and is easier to provide direct security for. The Church is centrally located and allows for more available parking in a private parking area provided by Covenant Ministries International Church. Covenant Ministries International Church is centrally located within County Commission District Five. County Commission District Five is represented by County Commissioner Doug Singleton.

The Election Center is requesting that the Montgomery County Commission expeditiously approve this move and provide a resolution authorizing this proposed move.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT FIVE
REPRESENTED BY
COUNTY COMMISSIONER DOUG SINGLETON**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, the polling place of Precinct 505 located at Fitzpatrick Elementary School, 4055 Fitzpatrick Rd, Montgomery, AL 36116 needs to be relocated per the request of The Montgomery County Commission. Covenant Ministries International Inc., has agreed to become the new polling location for Precinct 505 in their church located at 4870 Woodley Road, Montgomery, AL 36116.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 505 from Fitzpatrick Elementary School at 4055 Fitzpatrick Road, to Covenant Ministries International Church at 4870 Woodley Road, Montgomery, Alabama 36116, effective December 2, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 2nd of December 2019.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chair

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

Resolution

WHEREAS, Ms. Ella B. Bell was born on March 25, 1948, in Montgomery, Alabama, to Alexander and Beatrice Bell; and

WHEREAS, she was a graduate of Tuskegee University, received her master's from Alabama State University in Educational Supervision and completed coursework towards her Doctorate at the University of Alabama; and

WHEREAS, she was a loving mother to her two children, Kahlia L. Bell and Thomas John Bell, III, beloved grandmother to her grandson, Ramen Flemming III, and a wonderful sister to her two siblings, Alexander Bell and Eolia Bell Cooper; and

WHEREAS, she was a lifelong member of Trinity Evangelical Lutheran Church; and

WHEREAS, raised during the civil rights movement, Ms. Bell was a strong advocate for equal rights and freedom for all people; and

WHEREAS, she had a servant's heart and followed her calling to help others by serving District 5 on the Alabama School Board of Education for 19 years from 2000-2019, representing Montgomery and the Black Belt; and

WHEREAS, Ms. Bell described her role as school board member saying, "it is my goal to work with each of my fellow board members to continue to raise standards based on valid measures of knowledge, skills, and competency. Education is a vehicle that helps children succeed. As public servants, it is our job to steer that vehicle to the best of our ability;" and

WHEREAS, her involvement within the community was extensive as she served as Vice-Chairperson for Women's Affairs for the Montgomery County Democratic Conference, Co-Chair of Board of Stewardship for Trinity Lutheran Church, Montgomery Board Member for Southern Christian Leadership Conference, Board member for the Montgomery Area United Way, and was a part of the Tuskegee University Alumni Association, SISTAS Inc., Delta Sigma Theta Inc. Sorority, Chamber of Commerce National Government Committee and Alabama Democratic Conference; and

WHEREAS, she received numerous awards and honors including Spirit of Freedom Award from the City of Mosses in Lowndes County, Three Citations from the Governor for State Combined United Way Campaign, Montgomery Area United Way Record Setting Fund Raiser for the Alabama Department of Mental Health and Mental Retardation, Certificate of Appreciation from United Way, Certificate of Appreciation from Day Street Baptist Church for Women's Day Observance, Outstanding Leadership Award from the Southern Christian Leadership Conference, Outstanding Leadership Award from the Montgomery Community Action Agency, Certificate of Appreciation from SISTAS Inc., Certificate of Appreciation from National Tots and Teens Inc., Certificate of Appreciation from Alabama Volunteers and Corrections, Leadership Award for serving as President of the PTA from Carver High School and Outstanding Leadership Award from Trinity Lutheran School; and

WHEREAS, prior to her serving on the State Board of Education, Ms. Bell was president of the Trinity Lutheran School's Board and Director of the Dropout Prevention Center at Alabama State University; and

WHEREAS, Ms. Bell transitioned from her earthly home into eternal joy and peace on November 3, 2019, at the age of 71.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of State School Board member Ella B. Bell, acknowledge her many contributions to Montgomery County and the State of Alabama, and express our condolences to her family.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 2nd day of December, 2019.

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MEMORANDUM

TO: Donald Mims, County Administrator

FROM: James Williams, Parks and Recreation Director 

DATE: November 26, 2019

SUBJECT: Park located on the Old Selma Road

The Parks and Recreation Board took the following action at its meeting on October 16, 2019.
Approval of the recommendation to the County Commission on naming Park at the Old Selma Road, ELTON N. DEAN, SR., PARK.

Please present this recommendation for approval to the Commission

JW/lb

November 21, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly Leverette HL
Director of Risk Management

SUBJECT: Request for Updated Agreement with Hodges-Mace for Full Dependent
Eligibility Verification

Ensuring the eligibility of all dependents and members enrolled in our employer-sponsored health plan is crucial to reducing financial, legal and employee risk for the County. Eligibility verification processes identify and remove between 5% - 12% of dependents that should not be enrolled in the County's health plan.

Hodges-Mace is conducting ongoing dependent eligibility verifications on all new employees. The Payroll and Benefits Manager is also verifying dependent eligibility when enrolling employees in the health plan. Existing employees' dependents are not being reviewed for eligibility. It has been eight years since a full dependent eligibility verification was completed. For this reason, it is necessary to conduct a full dependent eligibility verification.

Hodges-Mace has submitted a quote for an estimated \$15,768 to audit eligibility documents for approximately 912 dependents. If approved, we would discontinue the ongoing verification through Hodges-Mace of new employees and contract only with them as full verifications are required. The Payroll and Benefits Manager will continue to verify new employee dependent's eligibility at enrollment of the County health plan.

I am requesting this item be placed on the County Commission Agenda for approval at the December 16, 2019 meeting.

Cc: Florence Cauthen, Deputy Administrator



November 21, 2019

Montgomery County Commission
ATTN: Donnie Mims, County Administrator
101 S Lawrence Street
Montgomery, AL 36014

RE: **Confirmation of SmartBen Sentry® Services**

Dear Mr. Mims:

Thank you for the opportunity to support your organization's benefit plan dependent verification process. Hodges-Mace, LLC ("Hodges-Mace," "HM" or "we") appreciates the opportunity to assist Montgomery County Commission ("Client", "Montgomery County Commission", or "MCC") and we look forward to providing MCC a professional experience using our SmartBen Sentry® dependent verification system. We would like to confirm briefly our services and the conditions for providing these services under this agreement ("Agreement").

HM will provide MCC and its employees with the SmartBen Sentry® dependent verification services (the "Services"). The attached Exhibit A provides a detailed description of the Services, as well as the duration and the fees for the Services. This letter provides additional terms and conditions for our engagement.

Term

Client selects a twelve (12) month term for this Agreement (the "Term"). The Term shall begin on the date of last signature below ("Effective Date").

After the completion of six (6) months of continuous service, Client may terminate this Agreement at any time (for any reason or for no reason) upon delivery of written notice at least thirty (30) days in advance. Upon the expiration or termination of this Agreement for any reason, Client shall pay to HM all amounts due for services performed through the termination date. Provided Client executes and delivers this Agreement by December 18, 2019, and subject to Client's timely completion of its implementation obligations, the Services will be "live" and ready for use on or before January 14, 2020.

Compensation for the Services

All fees for the Services are set forth in Section 3 Compensation of the attached Exhibit A. HM will invoice Client for all Services. Payments are due within thirty (30) days after the invoice date. Any fees which remain unpaid ten (10) days after the due date may be subject to a one percent (1%) per month finance charge (or, if less, the maximum finance charge as allowed by law).

Confidentiality

We agree to keep the information provided by MCC and its employees confidential. If disclosure of MCC's confidential information is required by any governmental agency or by court order, we will notify MCC prior to making such disclosure (to the extent allowed by applicable law) to give MCC a reasonable opportunity to object to the disclosure. In any event, HM will only disclose as much of MCC's information as required by law.

Indemnification

HM 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

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fees, and all other expenses incurred by MCC as a result of claims by a third-party, including employees of the successful vendor, 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 HM, its employees, agents and officers. HM agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OR DATA, OR LOSS OF REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything to the contrary in this Agreement, the aggregate liability of either party under this Agreement (regardless of whether based on contract, negligence, indemnification or other Claim) will not exceed the fees paid for the Services. This limitation of liability applies even if other remedies fail their essential purposes, and shall survive the termination of Services by HM.

Dispute Resolution

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute in good faith 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 MCC and HM.

Entire Agreement; Electronic Signature

The Agreement constitutes the entire agreement between the Parties and supersedes all previous proposals, agreements, or understandings, whether written or verbal. No waiver or modification of this Agreement shall be valid unless in writing signed by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party consents and agrees this Agreement and any amendments may be executed by electronic signature, whether digital or encrypted, and the electronic signature of a Party is intended to authenticate this writing and have the same legally binding force and effect as manual signatures.

Conclusion

Please confirm MCC's approval of this engagement by signing this letter in the space provided below and returning the signed letter by email to Tom Godfrey, Sr. Sales Consultant (at tomgodfrey@hodgesmace.com). You also may return the signed letter by regular mail to Hodges-Mace, LLC, 5775 Glenridge Drive NE, Building E, Suite 500, Atlanta, GA 30328, Attention: Tom Godfrey.

If you have any questions or concerns, please contact Tom Godfrey, Sr. Sales Consultant (at tomgodfrey@hodgesmace.com). We look forward to working with you and MCC.

Sincerely,

Greg Hodges, Co-CEO

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This Agreement has been APPROVED and ACCEPTED by the undersigned authorized representative:

Montgomery County Commission

Signature of Authorized Person: _____

Printed Name of Authorized Person: _____

Title of Authorized Person: _____

Effective Date: _____

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EXHIBIT A
SMARTBEN SENTRY® DEPENDENT VERIFICATION SERVICES

1. SmartBen Sentry® ("Sentry").
 - a. Dependent Verification. HM will establish and make available to Client its proprietary Sentry benefit plan dependent verification system. Using the Sentry system, Client's employees with covered dependents will be required to provide written documentation to validate the legal status of their claimed dependents (the "Sentry Services"). HM will analyze the documentation and, based on Client's benefit plan rules and employee documentation, categorize valid and invalid dependents. HM will provide employees with the opportunity to appeal any determination regarding a given dependent, and after completion of the appeals process, HM will provide the final dependent verification analysis to Client in writing.
 - b. Dependent Eligibility Classifications. Prior to conducting the Sentry Services, Client will provide to HM all of Client's applicable health plan documentation for review and analysis. Upon completion of this review, HM will provide Client a complete list of eligibility classifications, definitions, and supporting documentation based on Client's health plan documentation (the "Sentry Classifications"). The Sentry Classifications will form the basis of the dependent verification process and will be used to evaluate validly covered dependents (including without limitation spouses and domestic partners, if applicable).
 - c. Deliverables. Upon completion of the Sentry Services, Client will receive a written report summarizing the results of the dependent verification process, including a statement of all eligible and ineligible dependents, and summarizing related documentation. While the report will confirm dependent status based on the relevant documentation, HM does not remove ineligible dependents or otherwise take any action with respect to such dependents. All decisions to adjust plan participation are solely those of Client.
2. Duration.
 - a. Initial Verification Phase. The initial eligibility verification phase will be conducted by HM over a period of 14 weeks and will provide a baseline verification of employee dependent eligibility for Client. The 14-week process will include 4 weeks of planning and preparation, 6 weeks of employee dependent verification, and 4 weeks of appeals, resolutions, and completion.
 - b. Estimated Dependents. Client and HM estimate 912 dependents will be reviewed as part of the Sentry Services. The actual number of dependents reviewed may vary.
3. Compensation. As compensation for the Services, Client agrees to pay HM the following fees:
 - a. Implementation Fee. Client will pay HM a one-time implementation fee equal to three thousand dollars (\$3,000.00).
 - b. Per Dependent Fee. Client will pay HM a fee equal to \$14.00 per dependent reviewed (including spouses and domestic partners, as applicable).
 - c. Initial Payment. Client agrees to pay HM an initial payment equal to (a) the implementation fee plus (b) fifty percent (50%) of the fee for the estimated number of dependent reviews to be conducted by HM. Client and HM estimate approximately 912 dependents will be reviewed at \$14.00 per dependent. Accordingly, the initial payment will equal \$9,384.00 (i.e., \$3,000.00 implementation fee plus \$12,768.00 audit fee multiplied by 50%). The initial fee is payable upon execution of this letter (and after Client's receipt of HM's invoice for same). Any remaining balance of the fee will be invoiced upon completion of the initial verification phase based on the actual number of dependents reviewed.
 - d. Reduction in Fees (Return on Investment). If the initial verification phase does not yield "Estimated Annual Savings" (as defined below) to Client of at least three times the total fee (excluding any setup fees), HM will reduce the fee to one-third of the Estimated Annual Savings. For purposes of this calculation, the term "Estimated Annual Savings" means a dollar amount determined by multiplying the number of ineligible dependents as a result of the Sentry Service by an average annual cost savings per dependent of \$3,490. For example, if HM reviews 912 dependents, the total fee (excluding any setup fees) would equal \$12,768.00. If HM determines only 5 dependents are ineligible, then the fee for the Sentry review would be reduced to \$5,816.67 (e.g., (5 X \$3,490 annual plan savings)/3).

7-5

Donald Mims

From: Thomas Gallion <thomas.gallion43@icloud.com>
Sent: Friday, May 17, 2019 9:40 AM
To: Donald Mims
Subject: Hodges contract

After re-reviewing the contract I am of the opinion that MCC can execute the contract.

Sent from my iPhone

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 25, 2019

RE: Contract No. 53104-19B-004
Traffic Signage & Supplies

I request that the attached Amendment No. 1 to Vulcan Signs contract for traffic signage and supplies be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 4, 2020 and ending on January 3, 2021.

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

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

Attachment

.

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

Amendment
To
Contract # 53104-19B-004

Amendment No. 1

Contract with Vulcan Signs for Traffic Signage & Supplies is hereby extended for one (1) year beginning January 4, 2020 and ending January 3, 2021.

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

All other provisions of the contract will remain the same.

WITNESS:

VULCAN SIGNS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: November 25, 2019

RE: Contract No. 53000-19B-005
Crushed Stone

I request that the attached Amendment No. 1 to Stephens Construction & Concrete contract for crushed stone be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 4, 2020 and ending on January 3, 2021.

Stephens Construction & Concrete would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 53000-19B-005

Amendment No. 1

Contract with Stephens Construction & Concrete for Crushed Stone is hereby extended for one (1) year beginning January 4, 2020 and ending January 3, 2021.

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

All other provisions of the contract will remain the same.

WITNESS:

STEPHENS CONSTRUCTION & CONCRETE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Tammy Nix

From: Pat Clark <patclark@mchsal.org>
Sent: Tuesday, November 26, 2019 1:05 PM
To: Donald Mims
Cc: 'Rusty Gregory'
Subject: 2020 Grant Invoice Montgomery Historical Society

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Montgomery County Historical Society

Preserving Montgomery's Past for its Future

512 South Court Street (zip code 36104)
PO Box 1829 (zip code 36102)
Montgomery, Alabama

(334) 264-1837
patclark@mchsal.org
www.mchsal.org

November 26, 2019

Montgomery County Commission

c/o Donald .L Mims County Administrator
DonaldMims@mc-ala.org

Montgomery County Commission: Please pay: \$24,000.00
40% of Annual Grant for Executive Director Position
Montgomery County Historical Society

To: Montgomery County Historical Society
P.O. Box 1829
Montgomery, AL 36102

Please let us know if you need any further information. My direct cell number is 334-414-8339 or patclark@mchsal.org.

Sincerely,

Pat Clark

MAJOR PROGRAM GOALS FOR MONTGOMERY COUNTY HISTORICAL SOCIETY

Preserve Record and Archives and Make Available for Education and Research

- Quarterly Magazine *The Herald*
- Biannual Membership Meetings with educational speakers
- Exhibits: Antique Bottles, Pottery, Coca Cola, Victorian Silver, etc.
- Maintain Historical Photograph Collection with verbal narrative description using new iMac
- Create audio and video records of notable Historians
- Interns from Huntingdon, AUM and Faulkner to work on various historical and archiving projects

Keep History Alive and Relevant for Future Generations

Applied for and received two grant awards to update and improve technology for Alabama Tourism Department and Alabama Historical Commission

- Website recently redesigned with Grant from AL Tourism Dept.
- OAKWOOD Cemetery Database maintenance and enhancements
- Partnering with City IT to utilize Smart City Server and geotagging capability
- Girl Scout troops to photograph and geotag as Community Service-ongoing project for all

Preserve Historical Landmarks and Cultural Sites

- First Presbyterian Church Structural Engineering Survey Completed
- Capital Campaign to Purchase First Presbyterian Church Property from First Baptist
- Figh Pickett Barnes School House: Continuing Preservation
- Bricks and Paint, Handicap accessibility, Security

Engage Younger Demographic Using Social Media and Ancestry Research Trend

- Recent grant from Alabama Historical Commission
- Enfold the Montgomery Genealogical Society and their data using new iMac

Future: Hopefully Receive Donated Building Space Next Door to Figh Pickett House

- Share space with Montgomery Improvement Association (MIA)
- Add Wright Brothers History
- Set up Genealogy Research Workstations
- Possibly provide/reserve space for Maxwell's offsite STARBASE Program for 5th graders in next five years if approved by Air Force

MONTGOMERY COUNTY HISTORICAL SOCIETY (MCHS)

Montgomery County Historical Society was born in 1992, in response to the need to provide additional space to preserve Montgomery County's abundant history as the Alabama Department of Archives and History was being overwhelmed with Montgomery County history as compared to other Alabama Counties. The Society has been funded internally by personal donations of both time and treasure up until the County and City generously awarded a grant to fund and Executive Director position. At this point it allowed the Chairman and chief historian who basically funded and restored the Figh Pickett House personally, to retire. The Society needs that support even more today as it takes on the challenge of getting the younger generation interested in learning from previous experience. Making technology a more important part of accessing and learning Montgomery history is our challenge. We have been awarded two grants to do this and cannot back off now. We are therefore asking the Montgomery County Commission to once again award its 40% portion or a minimum of \$24,000 for 2020 and make it a recurring budget item and permanent funding source. The City of Montgomery is awaiting the County's support to make their own 60% or \$36,000 award. This grant is essential to the continuing operation and on-going projects to preserve Montgomery's past for its future, as witnessed by the work it is doing to:

Archive and preserve City and County-related records, photographs, and artifacts and make them available for education and research. MCHS publishes a quarterly newsletter/magazine *The Herald*, with stories about historical events, notable people, writings, and photographs taken from historical records, books, articles, letters, newspaper articles, making them readily available and searchable for researchers and history buffs alike.

Keep History Alive and Relevant for Future Generations through exhibits, social media and the new and recently enhanced website thanks to grant awards from Alabama Tourism Department and the Alabama Historical Commission. Continuing development of the Oakwood Cemetery database and partnering with City IT to utilize Smart City Server and add geotagging capability. Plans are underway to merge the Montgomery Genealogical Society into MCHS and digitizing their myriad records to make them accessible to researchers, genealogists, and those seeking their DNA Ancestry roots. It is possible that the Montgomery Improvement Association may occupy part of the adjacent building and bring its 50-year history as an additional civil rights-targeted museum as well as its community-related activities.

Engage the Younger Demographic Using Social Media and Ancestry Research Trend. As part of the Oakwood Cemetery project with the help of the City's server and Smart City IT capabilities, we are partnering with Scout Troops and other groups for community service using their personal cell phone capability to photograph and geotag GPS coordinates for all the Oakwood grave locations. Expanding that effort to other cemeteries is a future goal for the City and the County.

Preserve Historical Landmarks and Cultural Sites through videos such as the Richard Bailey video "Downtown Montgomery: A Mark of Distinction", other notable historians and their knowledge of historical sites plus interviews and histories of endangered properties. Currently MCHS is deeply involved in facilitating the purchasing and finding a viable use for the old First Presbyterian Church to prevent its demolition. Increasing visitation and tourism through our programs and exhibits adds to the City's reputation as a historical destination, and preservation of antique structures is absolutely required to maintain that reputation.

We believe that thanks to the Aronov Foundation, the opportunity and need make it possible to come together so that Montgomery Improvement Association can showcase the later Civil Rights history that it has kept alive right beside MCHS space which could be the new home for Wright Brothers local history plus new home for Montgomery Genealogical Society's work station, data and research amassed over the years, as it merges with the County Historical Society in the coming months.

This would create one-stop history shopping for Civil Rights, a truly current topic, Ancestry and Genealogy, also very current and in need of a home for workshops, a workstation, research, and in time, the local Wright Brothers history, further supporting both the Alabama Department of Tourism's and the City's point that Montgomery is indeed a historical destination. All that history could be in one facility located near the Equal Justice Initiative, as well as other important historical sites and next door to the MCHS' headquarters in the 1837 Figh Pickett Barnes School House where artifacts, records, articles, at least 27,000 photographs and other reference materials important to both educators and researchers are available by appointment. This facility could truly unite the all communities by creating a new space of interest to all ages, and school groups, and can preserve widely diverse histories of both black and white cultures without a word. With the Aronov offer to donate the building next door to the Society for its use by both organizations, we can update and bring more recent photographic history to the forefront to further educate and preserve Montgomery's past for its future.

Certificate Designating Authorized County Representative(s)

for

The Montgomery County Public Building Authority Revenue Warrants and the
Montgomery County General Obligation Warrants

To: Regions Bank, Trustee and Paying Agent

The undersigned, Montgomery County, Alabama, a political subdivision of the State of
Alabama, does hereby certify as follows:

- 1) The following person(s) are hereby designated as "Authorized County
Representative(s)" for the Montgomery Public Building Authority and the
Montgomery County General Obligation warrant financings:

Florence Cauthen

- 2) Set out below is a specimen signature of each "Authorized County
Representative":

Dated this __ day of December, 2019.

The Montgomery County Commission

By: _____

Chairman

Tammy Nix

From: Sherrill Thomas
Sent: Tuesday, November 26, 2019 1:06 PM
To: Tammy Nix
Subject: FW: Authorized County Representative Form
Attachments: Montgomery County and PBA Authorized Representative Form.doc

Tammy,
I contacted Frank Caley concerning an authorized signature for the withdrawals from our PBA bond accounts. Attached is an authorization that Frank sent for the Commission to approve a new authorized signature. I assume this will need to be included in the Monday briefing memo and then approved on 12/16/19.
Thanks,
Sherrill

From: Frank Caley <Frank.Caley@Regions.com>
Sent: Tuesday, November 26, 2019 12:36 PM
To: Sherrill Thomas <SherrillThomas@mc-ala.org>
Subject: Authorized County Representative Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sherrill,

Attached is a form that can be used (or a variation thereof) that can be used for the county chairman to designate a temporary or permanent authorized representative for the warrant financings.

Thanks, and have a good Thanksgiving.

Frank Caley, VP, CCTS
RELATIONSHIP CONSULTANT
205.264.5527

1900 5th Avenue North, 26th Floor | Birmingham, AL 35203
Frank.caley@Regions.com | F: 205.264.5264



Comprehensive Administrative Experience
for Bond Issues

PRIVACY AND SECURITY STATEMENT

This message is for the named individual's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any accidental transmission. If you receive this message in error, please immediately destroy it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 21, 2019

RE: Contract No. 52110-18B-007
Graphics and Lettering

I request that the attached Amendment No. 2 to Signs Now contract for graphics and lettering be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 22, 2020 and ending on January 21, 2021.

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

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

Attachment

•

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

Amendment
To
Contract # 52110-18B-007

Amendment No. 2

Contract with Signs Now for Graphics and Lettering of Sheriff Vehicles is hereby extended for one (1) year beginning January 22, 2020 and ending January 21, 2021.

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

All other provisions of the contract will remain the same.

WITNESS:

SIGNS NOW

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Khristie Davis, Buyer 

Date: November 21, 2019

RE: Contract No. 51100-17B-004
Armored Car Services

I request that the attached Amendment No. 3 to Montgomery Armored Car Service, Inc. for armored car services be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for thirty (31) days, beginning January 1, 2020 and ending on January 31, 2020.

All provisions of the contract shall remain the same.

This contract extension has been coordinated with Jamyla Philyaw, Assistant Chief Clerk, Probate and Terri Henderson, Revenue Manager, Tax & Audit.

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

Amendment
To
Contract # 51100-17B-004

Amendment No. 3

Contract with Montgomery Armored Car Service, Inc. to furnish armored car services for Montgomery County Commission, is hereby extended for thirty-one (31) days beginning January 1, 2020 and ending January 31, 2020.

All other provisions of the contract will remain the same.

WITNESS:

MONTGOMERY ARMORED CAR SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

November 21, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator



SUBJECT: Final Pay Application from David Jordan and Company, Inc.

Please find attached an application for final payment to David Jordan and Company, Inc., for selective demolition at the Perry Street parking deck. The final pay application in the amount of \$193,882 is the entire contract amount.

I respectfully request that the rules be waived and this item be placed on the December 2, 2019, agenda.

11/20/19 - Architect's Approval:

Carrie Day

Goodwyn Mills & Cowood, Inc.

GMC Project #:
AMGM170057

DAVID JORDAN AND COMPANY, INC.

DEMOLITION ENGINEERING · CONSULTANTS · CONTRACTORS

3698 US Highway 80 E Lowndesboro, AL 36752

Ph (334)284-4274 · Fax (334)284-4277 · Email AmandaJ3698@att.net

PAY REQUEST NO: 1 Project No. AMGM 170057

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

DATE: 10-09-2019

For work complete and materials stored on (job):

Perry Street Parking Deck Renovation-Selective Demolition

For period: 08-19-2019 to: 09-25-2019

A. Original Contract Amount	\$ 193,882.00
B. Change Order (Total)	\$ 0.00
C. Total Contract Amount	\$ 193,882.00
D. Total Work in Place to date on Original Contract	\$ 193,882.00
E. Total Work in Place to date on Original Order	\$ 193,882.00
F. Materials Stored on Job Site	\$ 0.00
G. Total Work in Place and Materials Stored on Job Site	\$ 193,882.00
H. Less 5% Retainage	\$ 0.00
I.	
J. Less Previous Payments	\$ 0.00
K. AMOUNT DUE CURRENT PERIOD	\$ 193,882.00 / CD
	SUB-TOTAL \$

AFFIDAVIT AND WAIVER OF LIEN

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 the current payment shown herein is now due.

Furthermore, in consideration of the payments received, and upon receipt of the amount due the undersigned does hereby waive, release and relinquish all claim and right of lien which the undersigned may now have upon the premises above described.

Sworn and subscribed before me:

This 9th day of October

A.D. 2019

David Jordan & Co., Inc.
Company Name

Cheryl Granthum
NOTARY PUBLIC

Cheryl Granthum
My Commission expires: 07-24-2022

By: Amanda Jordan
Official Title: Owner
Amanda Jordan

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that DAVID JORDAN & CO, INC., Contractor, has completed the Contract for PERRY STREET PARKING DECK RENOVATION-SELECTIVE DEMOLITION, located at 100 S PERRY STREET MONTGOMERY ALABAMA 36104 for the MONTGOMERY COUNTY COMMISSION, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately notify MONTGOMERY COUNTY COMMISSION PO BOX 1667 MONTGOMERY, AL 36102.
(Mont. Ind., October 17, 24, 31 & November 7, 2019)

THE MONTGOMERY Independent

STATE OF ALABAMA:

MONTGOMERY COUNTY

Before me, a notary public in and for the county and state listed above, personally appeared Jeff A. Martin, who, by me duly sworn, deposes and says that:

"My name is Jeff A. Martin. I am the Publisher of The Montgomery Independent newspaper.

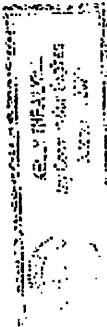
The Newspaper published the attached legal notice in the issue(s) of: 10/17/19, 10/24/19, 10/31/19 & 11/7/19

The sum charged for publication was \$ 114.⁰⁰. The sum charged by The Montgomery Independent for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notices are published.

There are no agreements between The Montgomery Independent and the officer or attorney charged with the duty of placing the attached legal advertising notice where by any advantage, gain or profit accrued to said officer or attorney.

Jeff A. Martin

Sworn and subscribed this 17th day of November, 2019.



FINAL RELEASE OF LIEN

STATE OF ALABAMA

SUBJECT: PROJECT No. AIGM 170057

Montgomery COUNTY MATERIAL FURNISHED: demolition (no materials)

We, David Jordan & Co., Inc. do hereby and herewith through

Aminda Jordan
(Name of person signing affidavit)
President
(Title)

declare that all labor, bills for materials for supplies, utilities and for all other things furnished or caused to be furnished by the above between

Montgomery County Commission, David Jordan & Co., Inc.
(Name of Owner)
(Name of contractor)

have been fully paid, that there are no unpaid claims or demands of subcontractors, material, man mechanics, laborers or others resulting from or arising out of any work done or ordered to be done by said subcontractor under the above identified contracts, and declares that the Federal and State payroll taxes and contributions for unemployment insurance, old age pensions, annuities and retirement benefits imposed or assessed under any provision of any law, State or Federal, and measured by wages, salaries or other remuneration paid by said subcontractor to employees of his own Subcontractors engaged in said work or in any operation incidental thereto, have been paid.

NOW THEREFORE, KNOW YE, that we, the undersigned, do hereby waive and release any and all lien on said above described building and premises, arising under any by virtue of the General Labor and Mechanics Lien on account of labor or materials or both, furnished or this may hereafter be furnished by the undersigned to or on account of the said

David Jordan & Co., Inc.
(Name of contractor)

for said building or premises.

Subscribed and sworn to me David Jordan & Co., Inc.
(Name of contractor)

On this 20th day of November, 2019

Cheryl Grantum
(Notary Public)

NOTARY PUBLIC
My commission expires: 07-24-2022
(Seal)

Tammy Nix

From: Douglas, Carmen <cdouglas@montgomeryal.gov>
Sent: Friday, November 22, 2019 5:00 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Fwd: Montgomery City - County Personnel Board

For the next county commission meeting agenda.

Sent from my iPhone

Begin forwarded message:

From: JC Love <JCLove@mc-ala.org>
Date: November 22, 2019 at 3:01:36 PM CST
To: Carmen Douglas <cdouglas@montgomeryal.gov>
Subject: Montgomery City - County Personnel Board

Carmen,

I am emailing to officially resign from the Montgomery City-County Personnel Board. Due to my appointment as Probate Judge, I am now ineligible to serve on the board and must resign as the County Commission's designee. I enjoyed getting to know you during my short time on the board and look forward to working with you in my new position.

J C

**PROPOSED FUNDING AGREEMENT
FOR
GARRETT COLISEUM RENOVATION PROJECT**

- The \$50,000 appropriation that has been paid by the County for several years would be paid in the current Fiscal Year.
- In addition to the funding mentioned above, the County would agree to a Funding Agreement in which \$500,000 would be paid over a five-year period if needed due to a shortfall in operations. The payments are based on Calendar Years.
- In years one and two, the City could request up to \$150,000 per year for a total of \$300,000.
- The remaining \$200,000 would be paid if needed due to a shortfall in operations over a three-year period.

The following would be the proposed drawdown schedule:

January 1, 2020 - \$150,000
January 1, 2021 - \$150,000
January 1, 2022 - \$ 75,000
January 1, 2023 - \$ 75,000
January 1, 2024 - \$ 50,000

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

November 27, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase and Sale Agreement for Property located at the Montgomery County Activity Center

At our last County Commission meeting, Commissioner Doug Singleton recommended the sale of a small strip of property at the Montgomery County Activity Center in Grady to neighbor Tom Hall for the construction of a road to his property. The road goes through a gully area and the proposed property for sale would not be used for functions at the Activity Center.

I am still working the issue and hope to have a Purchase and Sale Agreement for approval at the December 16, 2019 County Commission meeting. This sale does not involve very much property.

DLM/tn

A COUNTY OLDER THAN THE STATE

DATE: 11/12/2019
 BARGANIER DAVIS WILLIAMS
 ARCHITECTS ASSOCIATED
 624 SOUTH MCDONOUGH STREET
 MONTGOMERY, ALABAMA 36104
 BDW Project Number: 2017-132
 TELEPHONE: (334) 834-2038

AS TABULATED BELOW, BIDS WERE RECEIVED:

DATE: November 12, 2019 TIME: 2:00 PM
 PLACE: 101 South Lawrence Street
Montgomery, Alabama 36104

CERTIFIED TABULATION OF BIDS

BIDS FOR: Montgomery County Courthouse
 Phelps-Price Justice Center
 Building Renovation for the
 Montgomery County Commission

BIDDERS	SURETY	BASE BID	ALT. 1	ALT. 2	ALT. 3	ALT. 4	TOTAL
Bailey-Harris Construction Co., Inc. 1552 Bailey Harris Drive Auburn, AL 36830 334-821-0807/334-319-0022 E: friggs@baileyharris.com G.C. Lic. #11341	Western Surety	\$14,550,000 <u>-788,300</u> 13,761,700	\$13,761,700 <u>+224,000</u> 13,985,700	\$13,985,700 <u>+241,800</u> 14,227,500	\$14,227,500 <u>+270,223</u> 14,497,723	\$14,497,723 <u>+726,000</u> <u>+40,023</u> 15,263,746	\$15,263,746.00
Carmon Construction, Inc. 136 E. Main St. Albertville, AL 35950 256-891-3777 E: carmon@bellsouth.net G.C. Lic. #15352	Fidelity & Deposit	\$13,626,844	\$13,846,844 <u>+220,000</u> 13,846,844	\$13,846,844 <u>+258,000</u> 14,104,844	\$14,104,844 <u>+235,000</u> 14,339,844	\$14,339,844 <u>+585,000</u> 14,924,844	\$14,924,844.00
Bear Brothers, Inc. 220 Mendel Parkway W Montgomery, AL 36117 334-240-2021 E: estimating@bearbrothers.com G.C. Lic. # 54	Travelers Casualty	\$13,172,000 <u>+22,000</u> 13,194,000	\$13,194,000 <u>+287,700</u> 13,481,700	\$13,481,700 <u>+306,300</u> 13,788,000	\$13,788,000 <u>+258,000</u> 14,046,000	\$14,046,000 <u>+672,500</u> 14,718,500	\$14,718,500.00

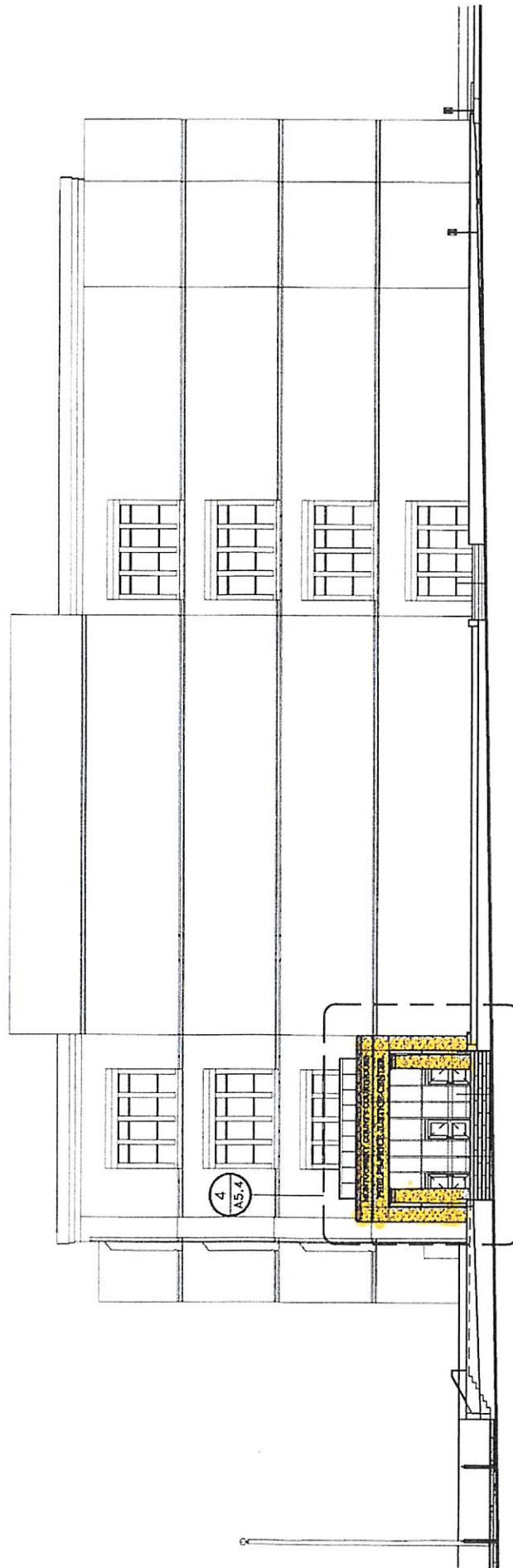
I certify this to be a true and correct tabulation of all bids received for this project.
 _____ day of _____ 2019

By Johnny B. Raines, III, Project Architect
 Bargarier Davis Williams Architects Associated

Notary Public

LS

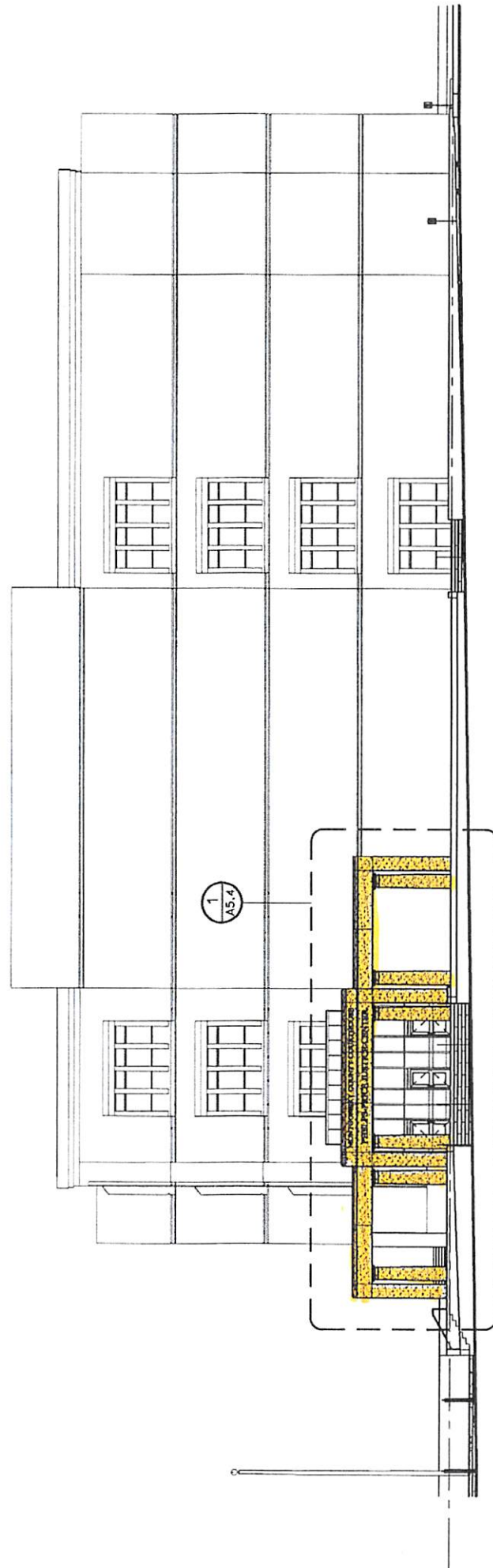
Signature



5 COMPOSITE WEST ELEVATION (BASE BID)

1/16" = 1' - 0"

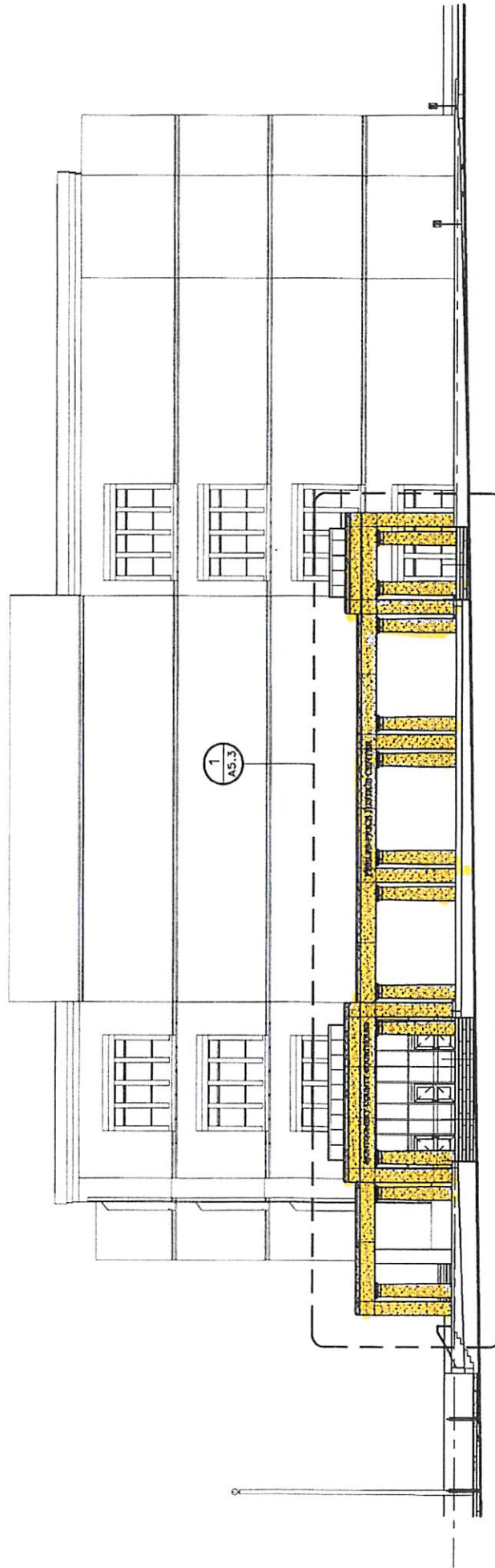
5
A5.2



COMPOSITE WEST ELEVATION
(INCLUDING ALTERNATE 1)

4
A5.2

1/16" = 1' - 0"



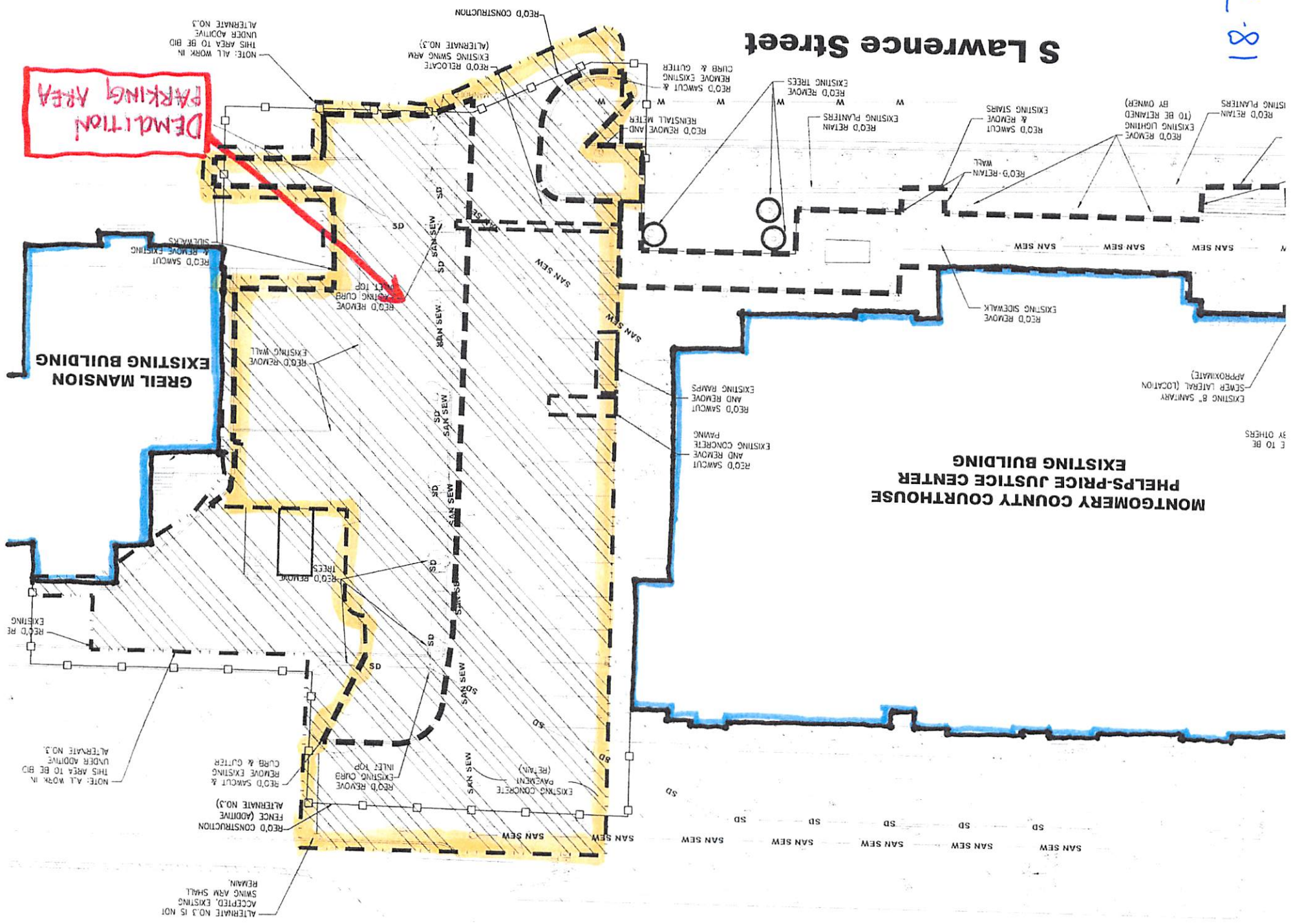
COMPOSITE WEST ELEVATION
(INCLUDING ALTERNATE 1 & 2)

1
A5.2

1/16" = 1' - 0"



L-81



PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING



CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675

27 Madison Avenue
Montgomery, Alabama 36104

November 26, 2019

TO: Montgomery County Commissioners
FR: Carmen Douglas, Personnel Director 
RE: Temporary Appointment of Laura Hughley

I am requesting that Laura Hughley, Administrative Support Specialist, be temporarily appointed to the Sr. Administrative Assistant position for the Montgomery City-County Personnel Department. On November 20, 2019 Renee Wood, Sr. Administrative Assistant, started extended medical leave. She is currently scheduled to return to work in January of 2020. While Renee is on extended medical leave, Laura Hughley will be performing the duties of Sr. Administrative Assistant. These duties include preparing all documentation for board meetings, preparing payroll and purchasing for the department in addition to any other duties that are the responsibility of the Sr. Administrative Assistant. These functions are critical to our department.

Ms. Hughley is currently assigned to pay grade A04 Step 3 (\$30,795). During her temporary appointment, I am requesting that she be compensated at the Sr. Administrative Assistant pay grade of A06 Step 1 (\$36,284). I have confirmed with the Finance Department that there are funds available in the Personnel Department budget for this request. Thank you for your consideration.

Cost/Bid Comparisons

Items of Work	BDW Architects Estimate	Bear Brother Actual Bid Cost	Variance in Estimate/Bid
A. Construction Items (Courthouse)			
1. Contingency	\$ 500,000.00	\$ -	
a. Demolition and Building Access		\$ 483,604.00	\$ 186,000.00
2. General Conditions & Requirements	\$ 750,000.00	\$ 885,046.00	\$ 135,046.00
3. Contractor Fee	\$ 400,000.00	\$ 740,272.00	\$ 340,272.00
4. Escalation (1 year)	\$ 265,000.00	<i>included in bid</i>	
5. Allowances			
a. Audio Visual/Technology	\$ -	\$ 600,000.00	\$ 600,000.00
b. General Contingency	<i>included in above contingency</i>	\$ 500,000.00	\$ 500,000.00
b. Signage special lighting, pews, jury chairs, etc.	\$ 315,300.00	\$ 446,000.00	\$ 130,700.00
6. Office Cubicals (Circuit Clerk)	\$ 140,000.00	\$ 140,000.00	
7. Plumbing/Mechanical/Electrical/Fire Protection	\$ 4,100,000.00	\$ 5,106,420.00	\$ 1,006,420.00
8. Exterior Improvements	\$ 100,000.00	\$ 307,717.00	\$ 207,717.00
9. Canopy (base bid)	\$ 300,000.00	\$ 254,925.00	
10. Phasing Cost	\$ 300,000.00	<i>included in bid</i>	
11. Building Renovations (lower level – 4th floor)	\$ 2,932,212.00	\$ 3,730,016.00	\$ 797,804.00
including interior casework, toilet upgrades, courtroom upgrades, doors and hardware, added weather vestibule, workstation cubicals, moving jury room, plan modifications, all new finishes, KalWall system, etc.			
TOTAL BASE BID	\$ 10,102,512.00	\$ 13,194,000.00	\$ 3,091,488.00

20-1

<i>(See attached drawings showing extent of Alternates)</i>			
Alternate No. 1 - Canopy Extension	\$ 250,000.00	\$ 287,700.00	\$ 37,700.00
Alternate No. 2 - Canopy Extension	\$ 250,000.00	\$ 306,300.00	\$ 56,300.00
Alternate No. 3 - Parking Upgrades		\$ 258,000.00	\$ 285,000.00
TOTAL w/ ALTERNATES	\$ 10,602,512.00	\$ 14,046,000.00	\$ 3,443,488.00
B. Elevator Costs			
1. Elevators Modernization	\$ 821,000.00	\$ 821,000.00	
C. Fees			
1. Design Fee	\$ 866,225.00	\$ 1,056,000.00	\$ 189,775.00
OVERALL DESIGN & CONSTRUCTION TOTAL	\$ 12,289,737.00	\$ 15,923,000.00	\$ 3,633,263.00

Donald Mims

From: Johnny Raines <jraines@bdwarchitects.com>
Sent: Tuesday, November 26, 2019 11:20 AM
To: Donald Mims; Lamar Allen; Chris Piel
Cc: Dart Davis
Subject: Flatwood Community - sketch of proposed addition/renovations
Attachments: EXISTING OVERVIEW WORK.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie,

Please find attached sketch of proposed addition and renovations for the Flatwood Community Center. The Owner/Architect contract will reflect what's indicated on the attached sketch drawing. If you have any questions let me know.

Johnny B. Raines, III, AIA

BDW Architects Assoc. Inc.

Phone: 334.819.7263

Cell: 334.549.3241

www.bdwarchitects.com

624 S. McDonough Street - Montgomery, AL 36104

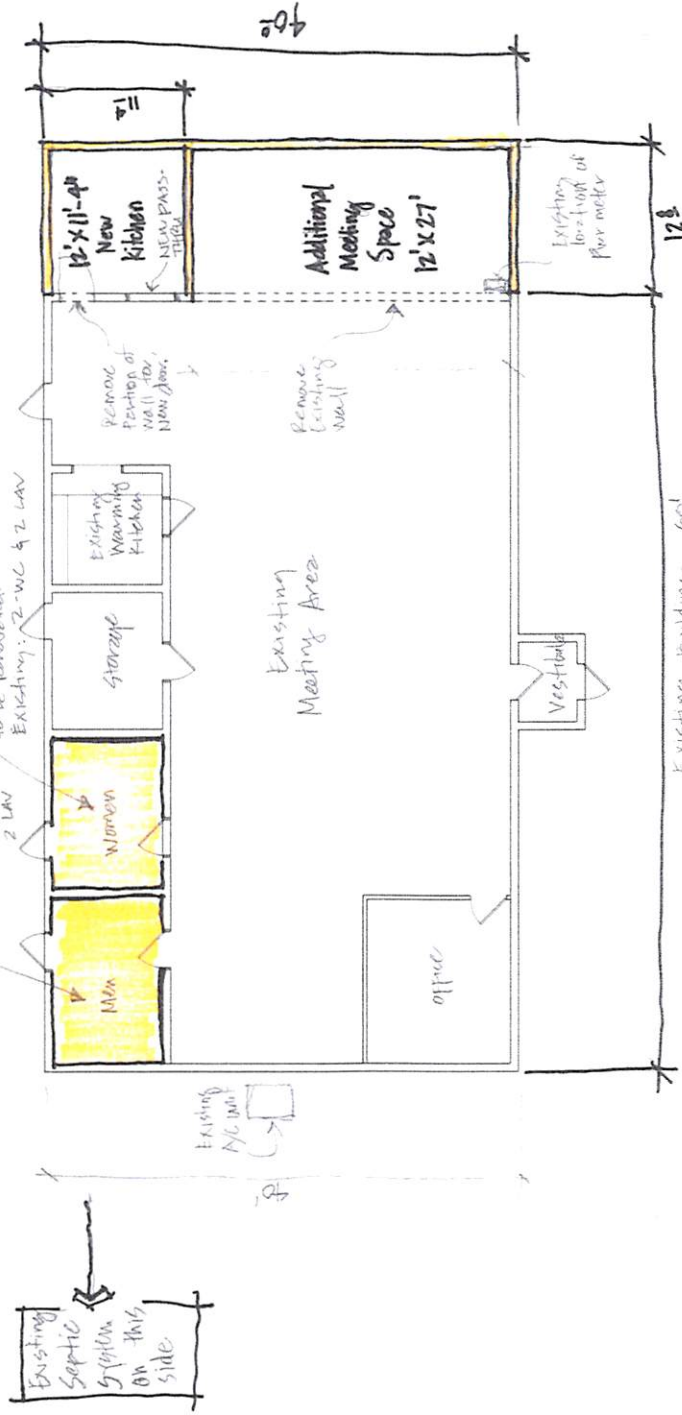
General Note: Both restrooms to receive new plumbing fixtures and new toilet partitions.

Men Restroom to be Renovated.

Existing: 1 WC, 2 LAV

Women Restroom to be Renovated.

Existing: 2-WC & 2 LAV

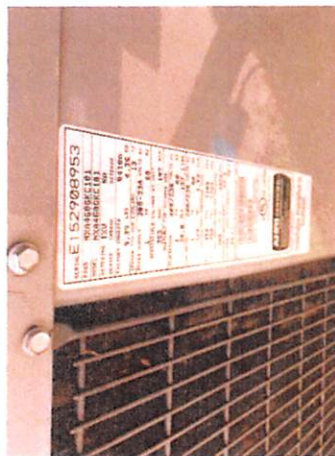


Flatwood Community Center - Proposed Floor Plan
 scale: 1/8" = 1'-0"
 Monty County

12' x 40' = 480 sq Addition

FLATWOOD COMMUNITY CENTER
 ADDITION AND RENOVATIONS

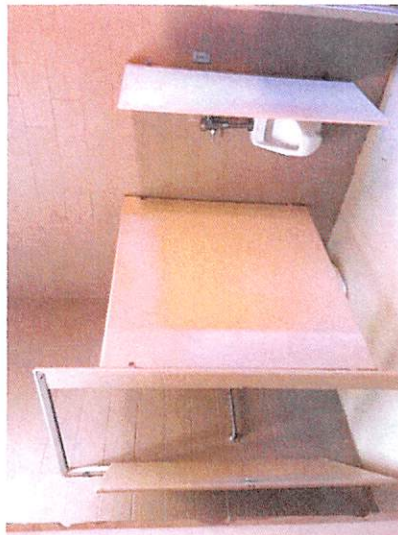
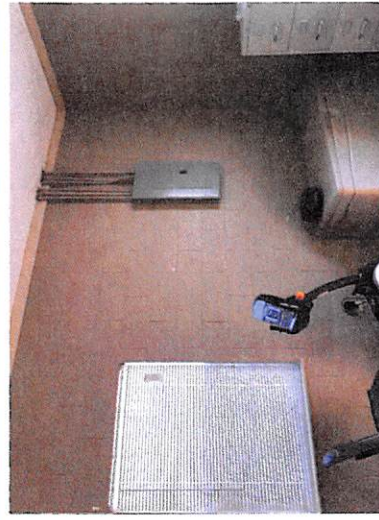
PROPOSED PLAN



FLATWOOD COMMUNITY CENTER
ADDITION AND RENOVATIONS

IMAGES OF EXISTING BUILDING

FLATWOOD COMMUNITY CENTER
ADDITION AND RENOVATIONS



IMAGES OF EXISTING BUILDING



Tammy Nix

From: Johnny Raines <jraines@bdwarchitects.com>
Sent: Tuesday, November 26, 2019 3:47 PM
To: Donald Mims; Lamar Allen; Florence Cauthen
Subject: Draft contract - Flatwood Community Center
Attachments: DOC112619-11262019151356.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie,

I have attached a draft of the proposed Owner/Architect contract for the addition and renovation to the Flatwood Community Center. I will drop off (4) original copies tomorrow morning to your office unless directed not to.

Johnny B. Raines, III, AIA
BDW Architects Associated
Phone. 334.819.7263
Cell: 334.549.3241
www.bdwarchitects.com
624 S. McDonough Street - Montgomery, AL 36104

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 26 day of November in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

and the Architect:
(Name, legal status, address and other information)

Barganier Davis Williams Architects Associated
624 South McDonough Street
Montgomery, Alabama 36104
334-834-2038

for the following Project:
(Name, location and detailed description)

An Addition and Renovations to the Flatwood Community Center
360 Williams Drive
Montgomery, Alabama 36110

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1380600121)

22-2

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See attached "Attachment 'A'"

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Attachment B

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Six (6) days after the invoice date shall bear interest from the date payment is due at the rate of Seven percent (7 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Init.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.4 Other-Dispute Resolution Processes

§ 8.4.1 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 in 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 either 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, any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery, Alabama, governed by the laws of the State of Alabama.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.

10.10 If a Change Order is generated, as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E Fees.

10.11 Project Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise add value to betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.

10.12 Consequential Damages

Notwithstanding any other provisions of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.

10.13 Indemnification

Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors or omission) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets as applicable. The architect shall remain liable, however, for any claims brought against Architect, Owner or other based upon Architect's performance under this Agreement or in connection with this Project.

10.14 Hold Harmless

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free from harmless from any and all losses, claims, liens, not limited to, the amounts of judgements, penalties, interest, court costs, legal fees and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or

Init.

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 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 contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

This Agreement entered into as of the day and year first written ab

OWNER (Signature)

Elton N. Dean, Sr. Chairman
(Printed name and title)

ARCHITECT (Signature)

Dart Davis Principal
(Printed name, title, and license number, if required)

PROJECT ARCHITECT

Johnny Raines, III, AIA, Project Architect

Init.

Attachment A



**RE: Architectural Services
For an Addition and Renovations to the
Flatwood Community Center for the
Montgomery County Commission**

PROJECT SUMMARY

Barganier Davis Williams Architects Associated (BDW) will be providing architectural services the addition and renovations to the Flatwood Community Center.

The Project:

**RE: An Addition and Renovation to the
Flatwood Community Center for the
360 Williams Drive
Montgomery, Alabama**

The existing Flatwood Community Center is proposing a **500+/-** square foot addition along with some selective renovations including restroom upgrades. The proposed addition will be on the West side of the existing community center. The construction of the new addition will adhere to the required energy standards.

The addition will consist of a new kitchen (residential type appliances) with servery, a continuation of open space adjacent to the existing meeting space that will have the option to partition off into a smaller meeting space and new heating/cooling system at new addition, as required. The proposed renovations will consist of updating the existing restrooms. The new addition will match the existing structure and/or painted composite boards. The roof and fascia will match and/or complement the existing elevation of the building.

(If extension design work is required for the septic system, additional services/fees may be required.)

The owner's preliminary construction budget is approximately \$ 200,000.00.

BDW BASIC ARCHITECTURAL SERVICES FEE FOR NEW ADDITION AND RENOVATIONS

Estimated Cost of Construction		Architectural Fee
\$ 185,000	to \$ 200,000	\$14,500

NOTES:

1. The Fee Schedule does not include cost for reimbursable expenses. The Reimbursement expenses are to be determined. Reimbursable expenses are defined in Exhibit B. Compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent	(15%)
Design Development Phase	Fifteen	percent	(15%)
Construction Documents Phase	Forty Five	percent	(45%)
Bidding or Negotiations Phase	Five	percent	(5%)
Construction Phase	Twenty	percent	(20%)
TOTAL BASIC COMPENSATION	One Hundred	Percent	(100%)

PROJECT TEAM**Owner**

Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36102
(334) 834-1204

Architect

Johnny Raines & Dart Davis
Barganier Davis Williams Architects Associated
624 So. McDonough Street
Montgomery, AL 36104
(334) 834-2038

Mechanical, Electrical & Plumbing,**(Architect's Consultant)**

Zgouvas Eiring and Associates
800 South McDonough Street
Montgomery, AL 36104

Electrical Engineer, (Architect's Consultant)

Kenny Gunn and Associates
3102 Hwy. 14
Millbrook, AL 36054

PROJECT PROCUREMENT METHOD

The project will be advertised for bid. The Architect/Owner may choose to pre-qualify bidders.

Attachment B



Standard Project Development Costs

11-25-2019

Estimate

**Re: Flatwood Community Center
New Restroom Addition and General Renovations
Montgomery, Alabama**

A. Professional Fees (\$14,500)	\$ 14,500
1. New Addition (kitchen and open space) and General Renovations (including restrooms)	
B. Owner Supplied Estimated Fees	
1. Geotech/soil borings Fee and Percolation Test	\$ 2,500+/-
C. Total Estimated Project Cost	
a. Estimated construction cost	\$ 183,000
b. Professional Fees	\$ 14,500
c. Owner supplied Fees	\$ 2,500

Estimated Total Cost

\$ 200,000

Other Possible Development Costs

1. Additional property insurance during construction

22-10



CERTIFICATE OF LIABILITY INSURANCE

BARGDAV-02

MSUMMERLIN

DATE (MM/DD/YYYY)

10/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104	CONTACT NAME: PHONE (A/C, No, Ext): (334) 263-5535 FAX (A/C, No): (334) 264-3375 E-MAIL ADDRESS: info@starkeagency.com
INSURED Barganier Davis Williams Architects Associated 624 S. McDonough Street Montgomery, AL 36104	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Safety National Casualty INSURER C: Alabama Retail Comp INSURER D: U S Specialty Insurance Co INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPL'ES PER: ☐ POLICY ☐ PRO-ECT ☐ LOC OTHER:		ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐		EBA0280614	10/26/2018	10/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PRE4004287	1/1/2019	1/1/2020	1 PER STATUTE 1 OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Worker's Comp		4000307	1/1/2019	1/1/2020	Statutory
D	Professional Liab		USS 18-28199	11/10/2018	11/10/2019	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Board of Commissioners 530 S. Lawrence Street Montgomery, AL 36104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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22-11

Tammy Nix

From: Nim Frazer <nimfrazer@industrialpartners.com>
Sent: Wednesday, November 27, 2019 2:04 PM
To: Donald Mims
Subject: FW: Industrial Partner's Rolling Land Options located in Montgomery Industrial Park
Attachments: Industrial Partner's Rolling Land Options Montgomery Industrial Park .jpg

WARNING: The sender of this email could not be validated and may not match the person in the ""From"" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie,

Please see attached map I put together, highlighting the 3 remaining lots that Industrial Partners, LLC has remaining in our Rolling Option Agreement . We would be a prospective buyer to own these lots now if the Montgomery County Commission approved. Our last price was at approximately # 30,000 per acre.

Let me know if you have any questions !

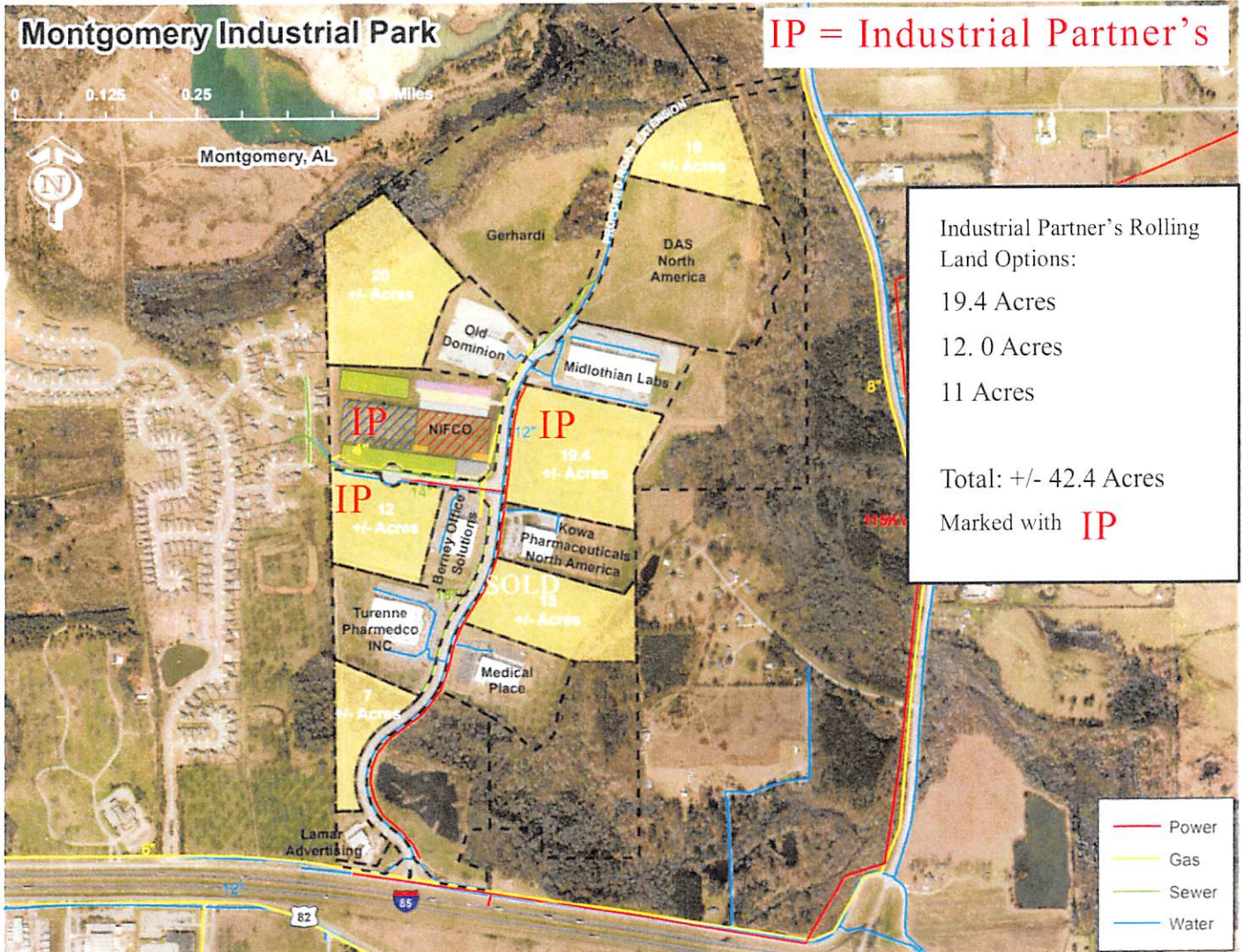
Happy Thanksgiving !

Nimrod T. Frazer, Jr., SIOR

Industrial Partners, L.L.C.
4747 Woodmere Blvd
Montgomery, Alabama 36106
(334) 244 8650 Office; (334) 244 8665 Fax
(334) 224 4032 Mobile
Nimfrazer@industrialpartners.com
www.industrialpartners.com



Industrial Partner's Rolling Option Lots Remaining *



**MONTGOMERY COUNTY COMMISSION
FUND BALANCE COMPARISON**

Fund	Fund Balance 9/30/2007	Fund Balance 9/30/2011	Fund Balance 9/30/2015	Fund Balance 9/30/2016	Fund Balance 9/30/2017	Fund Balance 9/30/2018	
01 General Fund	19,653,403	6,943,542	15,284,534	16,880,909	19,729,166	21,902,908	Operating
01 General Fund						1,080,000	Committed for F35 Entry Gate project
03 Emergency Fund	9,151,681	9,773,864	9,899,520	9,925,143	9,957,511	10,053,733	Established as a reserve for one year of debt service-available for operating
04 Workers Comp Ins	560,177	952,804	1,289,815	1,351,223	1,408,299	1,378,455	Self-Insured fund for Workers Compensation claims-all funds contribute 1% of gross wages
05 Employees Health Ins	1,206,112	282,931	1,371,927	1,133,699	2,266,526	3,247,889	Self-Insured fund for Health Insurance-All reserved for the OPEB liability
06 R E Life Insurance	206,805	259,839	300,869	250,369	233,619	216,619	Self-Insured to provide a Life Insurance policy for each retiree beneficiary-All funds contribute
07 Liability Fund	4,174,579	4,342,601	4,085,884	3,954,513	3,746,871	3,834,757	Self-Insured for Liability Claims-Funds contribute a fixed amount
11 Gasoline Tax Fund	3,291,183	258,249	284,114	101,850	54,794	138,506	Funding-7¢ Gas Tax/Eng Salary reimb (20%) Advalorem Fund 112(75%) MV Tax &License (5%)
12 Public Roads/Bridges	4,874,395	7,050,000	6,654,765	6,077,055	6,312,421	6,537,135	Advalorem tax for bldg/rds/bridges-Funds 80% of Engineering-Excess can be used by Gen Fd
13 Public Hiway&Traffic	524,007	118,755	162,945	327,812	281,262	134,740	Motor Vehicle tax,license,fees for public highways and streets (Funds Gas tax fund 111)
16 Capital Improvement	2,151,350	4,866,372	3,657,535	2,401,452	709,194	0	County share of Ala Trust Fund-Building construction, renovation, debt service
17 R.R.R. Gasoline Tax	2,311,682	4,441,045	4,910,037	6,286,448	5,423,247	5,162,531	State 4¢ & 5¢ gas tax-restricted to resurfacing/restoration of existing Co roads & bridges
19 Severed Material Tax	595,645	153,547	146,921	389,776	543,292	701,650	75% restricted for road system-Other can go to the General Fund
23 Personnel	380,445	21,365	111,561	100,846	166,365	160,545	City County personnel department-approximately 80% City 20% County
06 Construction Projects	4,396,879	2,388,570	1,659,476	60,220	377,777	405,318	Construction projects-Funded from general fund
06 Construction Projects						2,024,192	County Park Improvements-funded from the 2017 Bond Issue
General Fund Reserves	37,494,669	24,144,410	32,285,878	33,312,769	36,335,154	38,767,022	Per County Financial Statement
General Fund Reserves- General and Emergency						31,956,641	
						41%	As a percent of 2020 Proposed General Fund Budget \$78,058,774

24-1

COUNTY FUNDS



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Proposed “On the Road” tour dates:

February 11 – District 1, Commissioner Harris

Location: (tentatively) Trenholm State Community College

Information Session: 4 pm

Formal Session: 5:30 pm

April 6 – District 4, Commissioner Sankey

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

June 1 – District 2, Chairman Dean

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

August 3 – District 5, Commissioner Singleton

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

October 5 – District 3, Vice Chairman Walker

Location:

Information Session: 4 pm

Formal Session: 5:30 pm



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

August 28, 2019

Dear Sir or Madam,

Alpha Upsilon Lambda Chapter invites you to become a Sponsor for the 24TH Annual Martin Luther King, Jr. (MLK) Memorial Scholarship Breakfast. The Breakfast will be held on Saturday, January 18, 2020 at 8:00 am at the Renaissance Montgomery Hotel & SPA at the Convention Center, 201 Tallapoosa Street, Montgomery Alabama.

The purpose of the Breakfast is to:

- a. Continue the tradition of raising "Dollars for College Scholars."
- b. Pay tribute to the late Dr. Martin Luther King, Jr., our fraternity brother.
- c. Recognize Montgomery area citizens as "King Legacy Advocates"

Founded on December 4, 1906 at Cornell University in Ithaca, New York, Alpha Phi Alpha Fraternity, Inc. has continued to supply voice and vision to the struggle of African Americans and people of color around the world. The fraternity has long stood at the forefront of the African-American community's fight for civil rights, through Alpha men such as Martin Luther King Jr., Adam Clayton Powell, Thurgood Marshall, Andrew Young, Edward Brooke and Cornel West. The fraternity through its college and alumni chapters serves the community through nearly a thousand chapters in the United States, Europe and the Caribbean. Founded in 1932, the Alpha Upsilon Lambda Chapter of Alpha Phi Alpha has supported scholarship recipients who have attended more than 50 colleges and universities throughout the country. Please review the enclosed pamphlet, Alpha Dollars for Scholars Program, for more complete information about our scholarship program.

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

26-1



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

Please review the enclosed sponsor package and indicate the level of support towards our program. Thank you for your support in the community. You may contact me at 706.315.0025 or email aulalphamedia@gmail.com. Our mailing address is listed below:

Alpha Upsilon Lambda Chapter Educational Foundation
MLK Memorial Scholarship Breakfast
P. O. Box 6058, Montgomery, AL 36106
ATTN: Corporate Sponsor Committee

Sincerely,

Antonia Fortson

Corporate Sponsor Committee Chairman

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

26-2

Alpha Upsilon Lambda Chapter Educational Foundation

24th Annual Martin Luther King, Jr.
Memorial Scholarship Breakfast

Saturday, January 18, 2020 at 8:00 a.m.

The Renaissance Montgomery

201 Tallapoosa Street

Montgomery, Alabama 36104



Corporate Sponsorships

26-3



**Alpha Upsilon Lambda Chapter
Educational Foundation
24th Annual Martin Luther King, Jr.
Memorial Scholarship Breakfast**

Corporate Sponsorship Levels

Saturday, January 18, 2020 at 8:00 a.m.
The Renaissance Montgomery Hotel & SPA at the Convention Center
201 Tallapoosa Street, Montgomery, Alabama 36104

PLATINUM SPONSOR (\$10,000)

- ☐ Second Tier Seating at the dais (2 seats)
- ☐ Sponsored Youth Table (1 table in a prominent section)
- ☐ Vendor table
- ☐ Advertising at targeted events with Alpha Phi Alpha Fraternity, Inc.
 - ☐ Relay for Life
 - ☐ March of Dimes
 - ☐ American Cancer Society
 - ☐ Boy Scouts
 - ☐ Project Alpha
- ☐ Full page color ad in the program booklet (Outside back)
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter (Monthly for one year)
- ☐ Logo placement on Chapter and Foundation websites (For one year)
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

DIAMOND SPONSOR (\$5,000)

- ☐ Second Tier Seating at the dais (2 seats)
- ☐ Sponsored Youth Table (1 table in a prominent section)
- ☐ Vendor table
- ☐ Full page color ad in the program booklet (Inside front or back cover)
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter (Monthly for one year)
- ☐ Logo placement on Chapter and Foundation websites (For one year)
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

All contributions payable to:
Alpha Upsilon Lambda Chapter Educational Foundation,
A 501 (c) (3) organization: ID 42-1548409

**If interested, contact AC Fortson, Corporate Committee Chairman at
706-315-0025 or aulalphamedia@gmail.com**

26-4



**Alpha Upsilon Lambda Chapter
Educational Foundation
24th Annual Martin Luther King, Jr.
Memorial Scholarship Breakfast**

GOLD SPONSOR (\$2,500)

- ☐ Vendor table
- ☐ Full page color ad in the program booklet
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

SILVER SPONSOR (\$1,000)

- ☐ Half page ad in the program booklet
- ☐ Five Seats at a Reserved Corporate Table in a prominent section
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

JEWEL SPONSOR (\$700)

- ☐ Quarter page color ad in the program booklet
- ☐ Three Seats at a Reserved Corporate Table in a prominent section
- ☐ Recognition and Presentation during the Program
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

*All contributions payable to:
Alpha Upsilon Lambda Chapter Educational Foundation,
A 501 (c) (3) organization: ID 42-1548409*

**If interested, contact AC Fortson, Corporate Committee Chairman at
706-315-0025 or aulalphamedia@gmail.com**

26-5



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

Purpose: Alpha Upsilon Lambda Education Foundation is organized for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501 (c) 3 of the internal Revenue Code, or corresponding section of any tax codes.

Governance: The Foundation is governed by an independent Board of Directors. The Board members have the duty to exercise reasonable care in making decisions on behalf of the Foundation, within the scope of their individual and collective authority as outlined in the Foundation's Article of Incorporation; Bylaws, as amended; and other applicable documents.

Approved Programs and Organizations: Following is a list of Board – approved programs and organization for funds distribution. The Board, at its discretion, may from time to time modify and/or amend this list.

Scholarship Programs

- Felix James Scholarship
- Harrison F. DeShield Jr. Scholarship
- Martin Luther King Jr. Legacy Award Scholarship
- Charles Price Scholarship
- Percy L. Blackmon Scholarship

Community- Based Organization, Programs and Projects

- American Cancer Society
- Big Brothers/Big Sisters
- Boy Scouts of America
- Cleveland Avenue YMCA
- Education Program ("Go to High School, Go to College")
- Family Guidance Center
- Head Start (Fatherhood Program)
- March of Dimes
- National Association for the Advancement of Colored People ("NAACP")
- Pan-Hellenic Council
- Project Alpha
- Voter Registration Program ("A Voteless People is a Hopeless People")
- Relay for Life

Collection and Distribution of Funds

The Foundation's activities in accomplishing its goal is primarily derive from distribution of funds generated from fundraising activities; and the volunteering of time and expertise by the Foundation and

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

fraternity members to exempt organizations such as, but not limited, The Boys Scouts, YMCA, religious organizations that have established programs in tutoring, mentoring, youth development, elimination of illiteracy and juvenile delinquency prevention. This equates to 20%.

Eighty percent (80%) of the funds generated will be distributed by the Foundation in the form of college scholarship to high school seniors

Distributions by the Foundation will only be made to entities exempt under Code section 501 (c) 3. Entities to which the Foundation will make a distribution will be required to produce documentation of their IRS exempt status.

Since 1997, Alpha Upsilon Lambda has sponsored the annual Martin Luther King Jr., Memorial Breakfast in honor of our late/great fraternity brother. Proceeds have enabled the fraternity to provide financial assistance to more than 120 students.

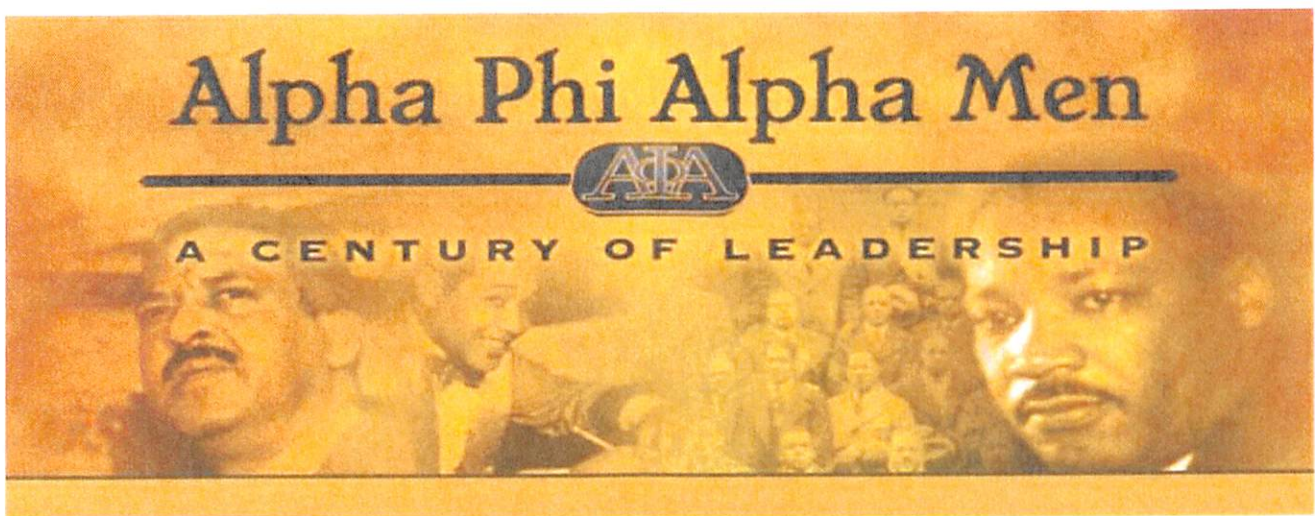
The average college graduate enters the job market with a \$30,000 loan. In recognition of the awesome financial burden families must endure, the fraternity has expanded the scholarship program to the following categories:

1. Martin Luther King, Jr. (MLK) Scholarships: For prospective college and university students who have outstanding high school academic, civic and social records.
2. MLK Continuing Scholarships: For previously selected MLK scholars who establish outstanding records during their first year in college.
3. Harrison DeShields, Jr., Scholarship: For graduate students. Matching funds are provided by the DeShields family and friends.
4. Felix James Scholarship: For Alabama State University teacher education majors. Matching funds are provided by the James Family and friends.
5. Charles Price Scholarship: For high school graduates who have the potential of demonstrating the tenets espoused by Judge Charles Price. Matching funds are provided by the Price family and friends.
6. Percy L. Blackmon Scholarship: This is a new \$1,000 annual scholarship in honor of the late Percy L. Blackmon, Jr., who graduated with honors from Alcorn State University with a degree in Mathematics, and obtained a Master's in Public Administration from Auburn University Montgomery. In 2009, he retired as a Colonel from the United States Army National Guard after 37 years of service. In 2010 after 39 years of service, he retired as the District Manager of the Social Security Administration in Selma, AL.

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

26-7



PAST LEGACY AWARD RECIPIENTS

Judge Charles Price -Government Service
Attorney Charles Langford - Government Service
Mr. Gregory Calhoun - Business Service
Dr. Laurie Weil-Community Service
Rev. Edward Nettles - Religion
Mr. Mike Jenkins-Government Service
Mrs. Lynn Bershear-Community Service
Dr. Paul R. Hubbert- Education
Mrs. Johnnie R. Carr- Humanitarian
Mrs. Martha Hawkins - Business
Attorney Jere Beasley- Humanitarian
Dr. John Ed Mathison - Religion
Brigadier General Edward Crowell -Government Service
Ellen Brooks - Government Service
Rev. Robert Graetz - Religion
"Enough is Enough Stop the Violence Campaign" Freewill Baptist Church -Community Service
Dr. Richard Bailey- Community Service
Leadership Montgomery- Community Service



Alpha Upsilon Lambda Chapter Education Foundation
24th Annual Martin Luther King, Jr. Memorial Scholarship Breakfast

CORPORATE SPONSOR COMMITMENT FORM

_____ Yes, we agree to be a sponsor to the 24th Annual Martin Luther King, Jr. Memorial Scholarship Breakfast. (Please type or print)

Organization: _____

Address: _____

Telephone Number: () _____ Fax Number: () _____

Email: _____

Contact Name: _____

Sponsor Level: (*check one*) _____ PLATINUM SPONSOR (\$10,000)

_____ DIAMOND SPONSOR (\$5,000)

_____ GOLD SPONSOR (\$2,500)

_____ SILVER SPONSOR (\$1,000)

_____ JEWEL SPONSOR (\$700)

Authorized Signature

Print Name

Date

Please make check payable to: Alpha Upsilon Lambda Chapter Education Foundation, a 501(c)
(3) organization: EIN 42-1548409 and Mail to:

Alpha Upsilon Lambda Chapter Education Foundational
Martin Luther King, Jr. Memorial Scholarship Breakfast
P. O. Box 6058
Montgomery, AL 36106
ATTN: Antonio Fortson
Corporate Sponsorship Chairman
706-315-0025/aulalphamedia@gmail.com

November 15, 2019

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

Re: The Mercy House – Montgomery, Alabama

Dear Chairman Dean:

Thank you for your continued support to West Montgomery. There are so many great works on this side of town meeting the needs of the least of our brethren in Montgomery. We all appreciate your leadership on the Montgomery County Commission. We appreciate your financial assistance in the past. We are so grateful to have an advocate there in you.

The Mercy House is one of those Organization serving the people in need.

1. In 2019 we have served over 3600 families with 5 members food boxes that are enough to make 3 meals a day for a week.
2. In 2019 we have served over 15,000 hot meals to people in need. .
3. In 2019 we provided over 13,000 nutritional snack to children walking home from school.
4. In 2019 we provided over 1500 hours of free washing and drying to families and people in need.
5. In 2019 over 2500 people have used the Mercy House to take a hot showers.
6. In 2019 we have given out over 5000 snack packs and hygiene kits.

Mercy House and the work that is already occurring are meeting the needs of many residents of the Washington Park Community. We could not deliver these services or meet these needs without the resources of so many including yourself. We have been serving and fiscally responsible for more than fifteen years in the same location. The work and records reflect the same. We appreciate the opportunity to make a request to the Montgomery County Commissioners for the continual work being done through the Mercy House. We are asking for \$50,000.00 to help us operate our Adult Education and After School Tutoring and Homework Help Program. As you know our Facility has been completely renovated with two spacious Classrooms, a Community Business Center, a Community Library, a Computer Lab and a Nursery to help parents while classes are being taught. This program is so vital to this community. We teach and believe in the dignity of working to provide for your needs. We are excited that we can offer many helpful classes, taught here in our community within walking distance of many people in need. Some of the classes now available include: Free Legal

Counseling, Parenting Classes, GED Classes, Financial Literacy Classes, Word-processing and Basic Computer Skills, Interviewing Techniques, Resume Writing, and How to Dress for Success in the WorkPlace.

On behalf of the Mercy House and the ultimate beneficiaries of your generous contribution, we thank you in advance for your support of this mission in the Washington Park Community.

With sincere appreciation,

Ken Austin, Pastor
Executive Director
the Mercy House

November 13, 2019

Commissioner Elton N. Dean, Sr.
Montgomery County Commission
District 2
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Commissioner Dean,

Thank you for allowing me to speak to you on September 3rd. It was a wonderful opportunity to share the vital work that the River Region United Way is doing in our community in the areas of health, education, financial stability and basic needs.

I would like to discuss the possibility of obtaining additional support from your discretionary fund to support the River Region United Way's 2019 Campaign. **We respectfully request \$5,000 be applied to the four focus areas listed above.**

In addition, we are requesting the commission's usual \$5,000 to come from the county's campaign donation.

As you know, the need is strong and never goes away but with the assistance of the Montgomery County Commission, we can make a real difference in the lives of our neighbors.

Thank you again for the opportunity to share our message and needs. I look forward to hearing from you soon.

All the best,



Mike Hart
ASE Credit Union – CEO
2019 Campaign Chair

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

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and six of them would like to be reappointed to another full term on this Council.

Montgomery Fire Department Assistant Fire Chief Garrett Henderson, desires to be appointed to replace former Assistant Fire Chief Ronnie H. Bozeman.

John Treat is no longer in the medical field and desires not to be reappointed.

During the last Commission meeting, Commissioner Harris requested additional information regarding the purpose of this Council. I have attached a copy of the Council's By-laws.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2019

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2019

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2019

Mark Norris
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2019

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2019

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2019

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2019

Term: 1 year

Southeast Alabama E.M.S., Inc
By-Laws

August 2006 Revision

Article I

Name

The name of the incorporated body is Southeast Alabama Emergency Medical Services Council, Inc. and may be hereinafter referred to as the Council.

Article II

Articles of Incorporation

Southeast Alabama EMS, Inc. is a non-profit corporation organized under the laws of the State of Alabama and the Internal Revenue Code.

Article III

Purpose and Objectives

Section A: Purpose

The purpose of Southeast Alabama EMS, Inc. is to promote the development of emergency medical services in Southeast Alabama in the counties of Autauga, Barbour, Bullock, Butler, Coffee, Covington, Crenshaw, Dale, Elmore, Geneva, Henry, Houston, Lee, Lowndes, Macon, Montgomery, Pike and Russell.

Section B: Objectives

The objectives of the Southeast Alabama EMS Council, Inc. shall be the following:

1. To organize and develop a working body of knowledgeable persons representing all major segments of emergency medical care and population groups.
2. Identify present and projected needs of the citizens in the area served by the Council.
3. To plan and implement an orderly, efficient and economical emergency health care system.
4. To foster and approve programs of training for personnel involved in the provision of EMS.
5. To promote public education and knowledge regarding emergency care and services.
6. To lend technical expertise and financial assistance where feasible to all providers of emergency medical services.
7. To establish a forum where the concerns of public and private organizations can be voiced.

8. To cooperate with State and Regional Agencies and organizations to assure accomplishment and maintenance of these objectives.

Article IV

Membership

Section A: Number of Members

Each county shall have two representatives appointed by the county government with every effort made to appoint one provider and one consumer where possible. Additional members are allowed, and also appointed by county governments, based on one additional members per 30,000 county population based on the current federal census records. There shall be one additional member per each of the following interest groups appointed by the responsible authority designated.

1. Alabama Chapter, American College of Emergency Physicians (member within the region)
2. Alabama Ambulance Association
3. Alabama Association of Rescue Squads
4. Alabama Council of Community Mental Health Boards
5. Alabama Hospital Association
6. Military Assistance to Safety and Traffic (MAST – appointed by the Commanding Officer)
7. Alabama Nurses Association
8. Office of Highway and Traffic Safety
9. Alabama Fire Chiefs Association
10. Alabama Emergency Management Agency
11. Permanent EMT Training Sites (designated by the SEAEMS Board)
12. Regional Medical Control Committee (Regional Medical Director plus 2 additional physicians appointed by the Regional Medical Director).
13. AAVFD – Alabama Association of Volunteer Fire Departments
14. Air ambulance representative from service within SEAEMS Region (designated by the SEAEMS Board).

Additional representation by other interest groups will be allowed as deemed necessary by the Council.

Section B: Duties and Responsibilities of Members

The Council shall exercise the powers of the Corporation, control its property, and conduct its affairs. It shall be the sole policymaking authority of the Corporation. It shall be the duties of the members to:

1. Perform any and all duties imposed on the collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these by-laws.
2. Employ an Executive Director. Subject to review by the Board of Directors, the Executive Director will manage the Corporation and employ such other staff

positions, which have been authorized by the Council members to realize the objectives and the purposes of the Corporation.

3. To supervise the Executive Director of the Corporation to assure that his/her duties are properly performed.
4. Approve the annual work program and budget of the Corporation.
5. Meet at such times and places as required by these by-laws.
6. Register their addresses with the secretary of the Corporation, and notices of meetings mailed to them at such addresses shall be valid noticed thereof.
7. Enter into contracts, working agreements or statements of agreements with such agencies and organizations as from time to time may be deemed necessary or useful to carry out the functions, plans, and purposes of the Corporation.
8. Each member shall be eligible to hold any office within the Council to which he or she shall be elected or appointed.

Section C: Qualifications of Council Members

Any person who resides in the EMS service area and is appointed by the responsible county government is a qualified Council member. Any person who is appointed by the responsible authority within one of the designated interest groups (see Article IV, Section A) is a qualified Council member.

1. The Council members who are consumers of EMS services shall be broadly representative of the social, economic, linguistic and racial populations, and geographic area.
2. Those Council members who are providers of EMS services shall be representative of those interest groups entitled to representation as defines in Article IV, Section A.

Section D: Term

The term of office of each Council member shall be until his successor is appointed.

Section E: Compensation

A Council member may be reimbursed for extraordinary expenses incurred in the performance of his official duties as a member of the Council as determined by the Board of Directors and listed in the official minutes.

Section F: Vacancies

Vacancies on the Council shall exist on the death, resignation, or removal of any member or whenever the number of members authorized is increased and shall be filled in the same manner as originally appointed.

1. The resignation of a member shall take effect upon receipt of resignation or on the date specified therein.
2. Upon the resignation of a member, a successor shall be appointed in the same manner required for that category of member to take office when the resignation becomes effective.
3. A person appointed as a Council member to fill a vacancy as in this section provided, shall hold office until his successor is appointed.
4. Council membership shall automatically terminate in the event that a member fails to attend at least one out of two meetings during a calendar year. Emergency excused absences may be granted at the discretion of the President.
5. Proxy will not constitute attendance at a meeting.

Section G: Liability

The Council members will not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section H: Indemnification

The Corporation shall indemnify, by appropriate liability insurance as funding permits, any Council member, officer or employee against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceedings in which he is made a party by reason of being or having been such Council member. Officer, or employee except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be exclusive of any other rights to which such Council member or employee may be entitled under any by-law, agreement, Council action or otherwise.

ARTICLE V

Voting Rights

Each Council member shall have one (1) vote. There shall be voting by written proxy.

Roll call voting by Board and Council will be made at the discretion of the President. Each act or decision done or made by a majority of the Council members present and voting at a meeting duly held at which a quorum is present is the act of the Council, unless the law, the Articles of Incorporation of the Corporation, or unless other permitted by these by-laws. (See Article X-Elections) A quorum shall consist of fifteen members.

ARTICLE VI

Officers

Section A: Corporate Officers

The elected officers of the Corporation shall be a president, a vice-president and a secretary/treasurer.

Section B: Election of Officers

Any Council member of the Corporation is qualified to be an officer of the Corporation. Officers, other than those appointed, shall be elected biennially by the Council at the annual meeting of the Corporation, and each such officer shall hold office until his successor is elected or until he resigns, is removed, or is otherwise disqualified, whichever occurs first. Officers shall serve a two (2) year term and shall be eligible to serve consecutive terms. The outgoing president will become a senior board member for a minimum of one term following his final term of office.

Section C: Appointed Officers

The Council may appoint such other officers as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Council.

Section D: Vacancies

Any officer may be removed for cause by a majority of the Council members at any regular or special meeting of the Council and such officer shall be removed should they cease to be qualified for the office as herein required. Any officer may resign at any time by giving written notice to the Council or the president or secretary of the Corporation. Any such resignation, at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section E: Duties of the President

The president shall be the chief executive of this Corporation. It shall be his duty:

1. To perform all such duties as are incident to his office and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these by-laws or which may be prescribed from time to time by the Council.
2. To preside at all meetings of the Council and of the Board of Directors.
3. To make and execute contracts in the ordinary course of business of the Corporation, to execute other legal instruments when authorized by the Council, except as otherwise expressly provided by law, by the Articles of Incorporation, or by these by-laws.

4. To appoint and dissolve all committees and committee chairpersons subject to the approval of the Council, except as otherwise provided in the Articles of Incorporation or in these by-laws.
5. To serve as an Ex Officio member of all standing and ad hoc committees, except the nominating committee.
6. To present at the annual corporate meeting a report of the activities of the Corporation during the preceding year with a copy of such report attached to the minutes of the annual meeting.
7. To have such other powers and perform such other duties as may be assigned to him from time to time by the Council.

Section F: Duties of the Vice-President

In the absence of the president, the vice-president shall perform all the duties of the president, and when so acting shall have all the powers, and be subject to all the restrictions of the president. The vice-president shall have such other powers and perform such other duties as may be prescribed by law, or as may be assigned to him from time to time by the Council.

Section G: The Secretary/Treasurer shall perform and/or delegate the following duties:

1. Certify and keep at the principal office of the Corporation the original, or a copy of these by-laws as amended or otherwise altered to date.
2. Keep at the principal office of the Corporation or at such other place as the Council may order, a book of minutes of all meetings for the Council and the Board of Directors, recording therein the time and place of holding, whether regular or special, how authorized, notice thereof given, names of those present at the meetings of the Council and Board of Directors and the proceedings thereof.
3. See that all notices are duly given in accordance with the provisions of these by-laws or as required by law.
4. Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or by these by-laws.
5. Keep at the principal office of the Corporation a membership book containing the name and address of each member, and, if any case where membership has been terminated, he shall record such fact in the book together with the date of which the membership ceased.
6. Exhibit at any reasonable time, to any member of the corporation or member of the general public, on request thereof the By-laws, the membership book, the minutes of proceedings, and other such data and records of the Corporation which the requestor has the right, by law or regulation, to access.
7. In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these by-

- laws, or which the Articles of Incorporation, or by these by-laws, or which may be assigned to him from time to time by the Council.
8. **Keep and maintain adequate and correct accounts** of the Corporation's properties and business transactions, including accounts of its' assets, liabilities, receipts, disbursements, surpluses and deficits.
 9. Exhibit at all reasonable times to any member of the Corporation or member of the general public, on request thereof, the books of account and financial records which the requestor has right, by law or regulation, to access.
 10. Render to the president and members, whenever he or they request it, an account of any or all of the transactions of the Corporation and of the financial condition of the Corporation.
 11. Prepare an annual audit and certification of the financial statements to be included in the annual report of the Council. He shall present at the annual meeting of the Council a report of the financial status of the Corporation with a written copy attached to the minutes of such annual meeting.
 12. Serve as chairperson of the finance committee.
 13. In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these by-laws, or which may be assigned to him from time to time by the Council.

ARTICLE VII

Board of Directors

Officers and at-large Board members shall be elected by a majority vote of the Council and shall serve for tow (2) years or until their successors are elected. The Regional Medical Director shall be a standing member of the Board with voting rights. All Board members may be reelected for an unlimited amount of terms. At no time shall the Board have more than eleven (11) members. Membership on the Board of Directors and filling of vacancies shall be as provided in the by-laws of the Council.

The Board of Directors shall meet biannually and/or any other time deemed necessary to conduct the business affairs of the council. A conference call may constitute a meeting. The president or a majority of the Board members may call a meeting. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Proxy and attendance regulation shall follow those outlined in Articles IV and V.

ARTICLE VIII

Council Meetings

Section A: The Council shall hold meetings biannually and other times deemed necessary to conduct business affairs of the Council.

Section B: The annual meeting of the Council shall be held in November.

Section C: Special meetings may be called by the President, the Board of Directors, the Regional Medical Director or five (5) or more Council members.

Section D: Notification of regular meetings shall be mailed to assure delivery seven (7) days prior to the time for the meeting. Notification of special meetings shall be mailed to assure delivery five (5) days prior to the time of the special meeting.

Section E: All meetings of the council will be open to the public.

ARTICLE IX

Committees

Section A: The Council may authorize the creation, prescribe the term and define all the powers and duties of such committees, not specifically created by these by-laws, as may, from time to time, be necessary or useful in the conduct of the corporate business.

Section B: Nominating Committee – A nominating committee, composed of five (5) members, shall be appointed by the president. Members of the Board of Directors shall not service on the committee. It shall be the duty of the nominating committee to nominate qualified individuals as corporate officers and member-at-large for the Board of Directors for election biennially at the November annual meeting. The nominating committee will be appointed in August of the year that elections will be held and present nominees for elections in November. Elections will be held at the November annual meeting and new officers will be seated at the end of the November annual meeting at which they are elected.

ARTICLE X

Elections

Nominations will be submitted by the nominating committee biennially at the annual meeting in November. Nominations will also be accepted from the floor. Election of officers and member-at-large for the Board of Directors shall be held at the November annual meeting and the new officers will be seated at the end of the November annual meeting at which they are elected. The election may be conducted by secret ballot. If a vacancy is created at any other time of the term, the nominating committee will submit nominations at the next meeting.

ARTICLE XI

Regional Medical Director

The Council shall select a physician to recommend to the Board of Health to serve as the Regional Medical Director. The Regional Medical Director shall be responsible for assuring that all aspects of the Regional Agency's activities are medically sound and appropriate. He/she provides guidance on medical issues to the Board of Directors, Council and Staff; regularly reviews and provides direction for medical control and accountability throughout the region; reviews information regarding EMS activities locally, statewide and nationally; and maintains a strong liaison with all communities, committees, and interested individuals in the eighteen county region.

Section A: Responsibilities and Duties

The Regional Medical Director will have a major responsibility for medical leadership and guidance for the implementation of the Southeast Alabama Emergency Medical Services System. He will assist the Executive Director in carrying out established policies and provide consultation to the governing body, to program participants, to governmental bodies, and other interested parties.

Section B: Knowledge and Skill Requirements

The Regional Medical Director should have general knowledge of the components of an emergency medical service system and have an in-depth knowledge of the clinical requirements for management of non-emergent, emergent, and critical patients as well as practical skills in working with such patients. He should have the ability to work with consumers, providers, special consultants, and governmental officials on an individual or committee basis and be skilled in both written and oral presentation. Planning and program implementation skills and the ability to work with a multidisciplinary staff are also important.

ARTICLE XII

Parliamentary Procedure

Parliamentary procedure for all meetings of members, and committees shall be in accordance with these by-laws and with Robert's Rules of Order, as most recently revised. A parliamentarian will be appointed to serve at the pleasure of the president.

ARTICLE XIII

Amendment of the By-laws

These by-laws may be revised or amended by a 2/3 vote of Council members present provided that each member receives written notice of the proposed changes no less than thirty (30) days prior to the voting.

ARTICLE XIV

Revocation

These by-laws revoke the by-laws adopted by this Council at the inception and all of the subsequent amendments thereto.

ARTICLE IX

Conflict of Interest

Members of the Council shall not use their position or voting power for purposes that are or give the appearance of being motivated by a desire for personal gain for themselves or others such as those with who they have families, businesses or other ties. Board or Council members shall abstain from voting on matters that directly or indirectly affect personal gain.

When voting on any project that would involve direct or indirect personal gain from the EMS project to a voting Council member, then that Council member will be asked by the president and parliamentarian to abstain from that particular vote in order to avoid potential conflict of interest.

ARTICLE XVI

Effective Date

These By-laws will take effect upon adoption.

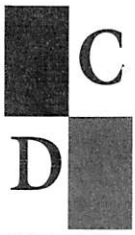
ATTEST: _____
President, S. E. AL. EMS Council, Inc.

WITNESS: _____
Executive Director

DATE LAST AMENDED: _____

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021



Crosby Drinkard Group, LLC
Governmental Relations & Consulting

MEMORANDUM

November 11, 2019

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

FROM: Crosby Drinkard Group, LLC

RE: 2020 Legislative Timeline

In anticipation of the 2020 Legislative Session, the Crosby Drinkard Group provides the following proposed scheduled timeline...

- Ongoing Meetings with County Commissioners
- October 20, 2019 Meet with county elected officials (Sherriff, Probate Judge, Revenue Comm, DA and Circuit Clerk)
- Dec. 2nd Present 2020 agenda
- Dec 16th County Commission approve 2020 agenda
- **Dec 16th week** Advertisement begins
- Dec 16th Delegation annual breakfast invitation letter
- Jan 13 or 14 Delegation Annual Breakfast hosted by County
- February 4, 2020 Drop legislation 1st day of session
- February 4, 2020 Session Begins

Ann Ham
will host

Crosby Drinkard Group, LLC
P.O. Box 5167
Montgomery, AL 36103
P: 334.356.6467/ 334.954.3111
F: 334.356.4198/ 334.954.3112

31-1

A BILL
TO BE ENTITLED
AN ACT

Relating to Montgomery County; to provide for the qualifications of the sheriff; and to require completion of continuing education.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall only apply in Montgomery County.

Section 2. (a) On or after the effective date of this act, a person qualifying for election to the office of sheriff in the county or any person appointed to serve as a sheriff shall meet all of the following minimum qualifications, in addition to any other qualifications required by law:

(1) The person is a citizen of the United States.

(2) The person has been a resident of the county for at least one year immediately prior to the qualification date.

1 (3) The person has the qualifications of an elector
2 pursuant to state and federal law and the person has been
3 registered to vote in the county at least one year immediately
4 prior to qualifying.

5 (4) The person has been awarded a four-year college
6 degree in criminal justice or a related field of study from an
7 accredited university.

8 (5) The person is 25 years of age or older prior to
9 qualifying.

10 (6) The person at the time of qualifying has three
11 or more years of immediate prior service as a law enforcement
12 officer having the power of arrest.

13 (7) The person has never been convicted of a felony.

14 (b) Upon election, the sheriff of the county shall
15 attend annually a minimum of 12 hours of continuing education
16 approved by the Alabama Sheriffs Association.

17 Section 3. This act shall become effective
18 immediately following its passage and approval by the
19 Governor, or its otherwise becoming law.

1 203412-1 : n : 11/14/2019 : FC / ma LSA2019-2876

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9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; authorizing the
14 county commission to levy and additional ad valorem tax and
15 providing a referendum.

16 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

17 Section 1. Pursuant to subsection (f) of Amendment
18 No. 373 to the Constitution of Alabama of 1901, the Montgomery
19 County Commission, in addition to any other tax, may increase
20 the rate of ad valorem tax levied for education in the amount
21 of five mills on each dollar of taxable property in the
22 county. The revenue from the additional tax shall be paid to
23 the county general fund to be used for general education
24 purposes and shall be distributed as follows: All revenue from
25 property located in the City of Pike Road shall be distributed
26 to the Board of Education of the City of Pike Road and all

1 remaining revenue shall be distributed to the Montgomery
2 County Board of Education.

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

8 Section 3. This act shall be come effective
9 immediately upon its passage and approval by the Governor, or
10 upon its passage and approval by the Governor, or upon its
11 otherwise becoming a law.

A BILL
TO BE ENTITLED
AN ACT

Relating to Montgomery County; to provide that the
Chair of the Montgomery County Commission shall serve on a
full-time basis; and to provide for the salary of the chair.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall apply only in Montgomery
County.

Section 2. Effective beginning the next term of
office, the Chair of the Montgomery County Commission shall
serve on a full-time basis.

Section 3. Effective beginning the next term of
office, the salary of the Chair of the Montgomery County
Commission shall be _____ per annum payable from
the general fund of the county in equal monthly installments.
The salary provided by this act shall be the only salary of
the chair for service on the county commission and shall be in

1 lieu of any other salary provided to the chair for service as
2 a county commissioner.

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

A BILL
TO BE ENTITLED
AN ACT

To create the Montgomery County Planning Commission;
to provide for the organization membership, powers, personnel,
jurisdiction, and financial and legal status of the planning
commission; to authorize the planning commission to adopt a
master plan and zoning regulations for the development of
certain parts of the unincorporated area of Montgomery County;
to provide for an election in each precinct prior to the
application of the authority of the planning commission in the
precinct; to authorize the planning commission to zone under
certain conditions in certain parts of the unincorporated
areas within Montgomery County and provide a procedure for the
amendment of zoning regulations; to prohibit zoning
regulations from being retroactive; to provide remedies for
the enforcement of the provisions of this act; to provide

1 exceptions to the zoning regulations; and to provide for
2 appeals from the decisions of the planning commission.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

4 Section 1. (a) There is hereby created a Planning
5 Commission for Montgomery County which planning commission
6 shall be appointed as hereinafter provided and shall have
7 responsibilities and duties as are stated herein. The term
8 "planning commission" as used herein shall mean the Montgomery
9 County Planning Commission and the term "county commission" as
10 used herein shall mean the Montgomery County Commission.

11 (b) The jurisdiction of the planning commission
12 shall include the unincorporated areas of Montgomery County
13 except any unincorporated area of the county subject to zoning
14 by the City of Montgomery or the City of Pike Road.

15 Section 2. The planning commission shall be composed
16 of seven members, each of whom shall be a qualified voter in
17 and an actual resident of Montgomery County in the
18 unincorporated areas of Montgomery County subject to zoning
19 pursuant to this act. Each county commissioner shall appoint
20 one member to the planning commission, one of whom shall be a
21 person with expertise in the field of agriculture. An
22 additional member shall be appointed by each of the two
23 commissioners who represent the majority of the unincorporated
24 geographical area subject to zoning pursuant to this act. Each
25 member shall serve a term of six years or until a successor is
26 duly appointed and qualified and shall serve at the pleasure
27 of the appointing county commissioner. Prior to taking office

1 each member shall subscribe to an oath as provided by law for
2 the public officials and the same shall be recorded in the
3 office of the Judge of Probate of Montgomery County. The
4 original members of the planning commission shall draw lots to
5 determine the period of time each is to serve and the terms of
6 two shall expire two years from the date of the organization
7 of the planning commission; the terms of two others shall
8 expire four years from the date of the organization of the
9 planning commission; and the terms of three others shall
10 expire six years from the date of the organization of the
11 planning commission. In the event of a vacancy on the planning
12 commission, the vacancy shall be filled as in the same manner
13 as the original appointment. All members shall be reimbursed
14 reasonable and necessary expenses incurred and approved by the
15 county commission.

16 Section 3. The planning commission shall elect a
17 chair and other officers as it may determine necessary. The
18 term of the chair shall be for one-year, with eligibility for
19 reelection to additional terms. The planning commission shall
20 normally hold at least one regular meeting each month. It
21 shall adopt bylaws, which shall also be approved by the county
22 commission, for the transaction of business and shall keep a
23 record of its resolutions and transactions of business, all of
24 which shall be a public record.

25 Section 4. The county commission, as it deems
26 necessary, may employ a planning director, as the appointing
27 authority for the planning department, with the authority to

1 hire, promote, demote, and remove employees under the rules
2 and regulations adopted by the county commission in compliance
3 with the policies of the Montgomery City/County Personnel
4 Board. The county commission may also contract with county or
5 city planners, engineers, architects, and other consultants
6 and with any local, state, or federal agency for any services
7 as the planning commission may require. The county commission
8 may cooperate with and accept funds from federal, state, and
9 local public or semi-public agencies, private individuals, or
10 corporations, and may expend the funds and carry out the
11 cooperative undertakings and contracts for necessary planning
12 studies. The expenditures of the planning commission shall be
13 within the budget appropriated for the purpose by the county
14 commission.

15 Section 5. It shall be the function and duty of the
16 planning commission to create and maintain a master plan of
17 unincorporated areas of Montgomery County as and when deemed
18 necessary by the planning commission and to adopt, with the
19 approval of the county commission, appropriate zoning
20 regulations as provided by Section 10 for the physical
21 development of the unincorporated areas of Montgomery County
22 subject to this act. The master plan and regulations as
23 provided for in this act, with the accompanying maps, plats,
24 charts, and descriptive material, shall show the planning
25 commission's recommendations for the use and development of
26 the unincorporated areas of Montgomery County. The zoning plan
27 shall also include zoning regulations for selected areas for

1 the control of the height, area, location, and use of
2 buildings and land. As the master plan and preparation of
3 zoning regulations evolves, the planning commission may adopt
4 and publish a part or parts thereof. The planning commission,
5 with approval of the county commission, may extend or add to
6 the plan or regulations as hereinafter provided. Nothing in
7 this act shall be construed to impair the legal right of
8 eminent domain currently prescribed by law.

9 Section 6. In the preparation of the master plan and
10 zoning regulations, the planning commission shall consider
11 surveys and studies of the present conditions existing within
12 Montgomery County.

13 Section 7. The master plan and zoning regulations
14 provided by the planning commission shall not be applicable in
15 any precinct of Montgomery County until the majority of the
16 qualified voters of the precinct voting in a special election
17 have signified by their vote that they desire the authority of
18 the planning commission, its master plan, and the zoning
19 regulations to apply to their precinct. The election must be
20 held not less than 30 or more than 45 days after a petition
21 seeking the election is filed in the office of the judge of
22 probate. The petition shall be signed by at least 25 percent
23 of the qualified voters who reside within the precinct and the
24 unincorporated areas of Montgomery County, as certified by the
25 office of the Judge of Probate of Montgomery County. Notice of
26 the election shall be given by three weeks publication in a
27 newspaper of general circulation in Montgomery County and

1 posting notice in two public places within the precinct. The
2 cost of the election shall be paid from the general fund of
3 Montgomery County. The ballot shall be so worded as to give
4 the voter the opportunity to vote either "Yes" or "No" as to
5 whether the voter wishes the authority of the planning
6 commission, its master plan, and the zoning regulations to
7 apply to the precinct. Only those qualified voters residing in
8 the precinct and in the unincorporated areas of Montgomery
9 County shall be permitted to sign a petition calling for the
10 election and vote in an election. Each petitioner shall verify
11 on the petition and at the voting precinct that he or she
12 resides in the unincorporated area of Montgomery County. If a
13 statement to this fact is not on the petition and the ballot,
14 the petition and the ballot are invalid.

15 Section 8. The planning commission, with the
16 approval of the county commission, shall adopt regulations
17 applicable for the zoning of land, subdivision of land, and
18 plats of subdivisions in the unincorporated areas of
19 Montgomery County and the same shall be recorded in the office
20 of the judge of probate as prescribed by law. The provisions
21 of this section shall apply within the jurisdiction of the
22 planning commission as specified in Section 3.

23 Section 9. For the purpose of promoting the general
24 health, education, and welfare of the citizens of Montgomery
25 County, the planning commission, with the approval of the
26 county commission, may divide the portion of Montgomery County

1 within its unincorporated area subject to this act as it deems
2 proper.

3 Section 10. The county commission and its duly
4 appointed planning commission shall have the exclusive zoning
5 authority over all unincorporated areas of Montgomery County
6 subject to this act.

7 Section 11. After zoning regulations and a master
8 plan have been adopted by the county commission and have
9 become applicable to a precinct as provided by Section 8
10 herein, the zoning regulations and master plan shall not be
11 changed until the notice has been published for three weeks in
12 a newspaper of general circulation within Montgomery County
13 and posting notice in two public places within the precinct.
14 The notice shall state the date, time, and place of a public
15 hearing concerning any proposed changes. After the hearing has
16 been properly conducted, any proposed changes shall be
17 approved by a vote of the majority of the members present that
18 constitute a legal quorum of the county commission.

19 Section 12. In case any building or structure is
20 erected, constructed, reconstructed, altered, repaired,
21 converted, or maintained, or any subdivision is established,
22 or land used in violation of this enactment or of any
23 regulation made under the authority conferred hereby, the
24 county commission may initiate any appropriate action or
25 proceeding to prevent the unlawful erection, construction,
26 reconstruction, alteration, repair, conversion, maintenance,
27 or subdivision of the land or use of the land to restrain,

1 correct, or abate the violation, and to prevent the occupancy
2 of any building, structure, or subdivision of land, or to
3 prevent any illegal act, conduct, business, or misuse in or
4 upon any premises regulated under the authority conferred by
5 this act.

6 Section 13. The planning commission, with the
7 approval of the county commission, in appropriate cases and
8 subject to appropriate conditions and safeguards, may make
9 special exceptions to the terms of the zoning regulations in
10 order to provide for the general health, education, and
11 welfare of the citizens of Montgomery County. Any appeal from
12 a decision of the planning commission making an exception to
13 the above described zoning regulations may be filed in writing
14 setting the basis for the appeal whereupon the county
15 commission shall fix a date for a hearing. The planning
16 commission shall give notice as to the date, time, and place
17 of the hearing. The county commission shall have the following
18 powers: (1) To hear and decide appeals where it is alleged
19 there is error in any order, requirement, decision, or
20 determination made by the planning commission; (2) To hear and
21 decide on requests for special exceptions to the term of
22 provisions of the regulations upon which the planning
23 commission is required to pass; and (3) To authorize, in
24 special cases, variances from the previously adopted
25 regulations and master plan.

26 The hearing shall require a legal quorum of the
27 members of the county commission.

1 Any actions taken must be approved by a majority
2 vote of the members present.

3 Section 14. Any aggrieved party to any final
4 judgment or decision of the planning commission, within 15
5 days, may file in writing by certified mail an appeal to the
6 county commission. The county commission shall then notify the
7 appellant in writing by certified mail as to the date, time,
8 and location of the hearing. The county commission, after
9 reviewing the evidence presented at the hearing, shall take
10 whatever action it deems appropriate. The county commission
11 shall issue in writing within 30 days of the hearing its
12 findings and final decision. Any party dissatisfied with the
13 decision of the county commission shall have the right to
14 appeal its decision within 30 days to the Circuit Court of
15 Montgomery County. In the case of an appeal to the circuit
16 court, the county commission shall cause a transcript of the
17 proceedings of the hearing to be certified to the court.

18 Section 15. The provisions of this act are
19 severable. If any part of this act is declared invalid or
20 unconstitutional, that declaration shall not affect the part
21 which remains.

22 Section 16. This act shall not affect the
23 jurisdiction of the planning commission of the City of
24 Montgomery pursuant to Section 11-52-30, Code of Alabama 1975.
25 All other laws or parts of laws in conflict with this act are
26 repealed.

1 Section 17. This act shall become effective on the
2 first day of the third month following its passage and
3 approval by the Governor, or its otherwise becoming law.