

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MAY 2, 2016

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Walker requested an \$850 miscellaneous appropriation from her account to the City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association, with funding to promote the Community Enhancement and Beautification Programs/Projects.

Commissioner Hall requested a \$1,000 miscellaneous appropriation from his account to BOE, Park Crossing High School, for History Club.

Chairman Dean requested a \$1,200 miscellaneous appropriation and Commissioner Williams requested a \$500 miscellaneous appropriation from each of their accounts to BOE, Carver Senior High School, for Track Program, Attn: Principal Gary A. Hall.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that filing of the 2015 Statement of Economic Interests Form was due May 2, 2016.

Administrator Mims informed the Commission that Presiding Circuit Judge Eugene Reese and Community Corrections Executive Director Paul Brown will make a presentation at the May 16, 2016, meeting regarding Circuit Judges' involvement in the Community Corrections Program.

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE AND EXECUTIVE DIRECTOR NATHAN COOK WITH ONE PLACE FAMILY JUSTICE CENTER

Chief Administrator Rhonda Cape with the District Attorney's Office briefed the Commission on Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project. After discussion, the Commission agreed to place this item on the next agenda.

Executive Director Nathan Cook with One Place Family Justice Center briefed the Commission regarding a space needs assessment of the One Place Family Justice Center. After discussion, the Commission asked Mr. Cook to work with Administrator Mims and Deputy Administrator Cauthen on an assessment of the space needs.

PRESENTATION BY MONTGOMERY AREA CHAMBER OF COMMERCE PRESIDENT RANDY GEORGE

President Randy George with the Montgomery Area Chamber of Commerce stated that Chairman Elect David Reed was unable to attend the meeting and then briefed the Commission regarding a Resolution proclaiming May 10, 2016, as "Coca-Cola Day" in Montgomery, Alabama. After discussion and an agreed upon modification recommended by Vice Chairman Harris, the Commission agreed to waive rules and add this item to the agenda.

Mr. George updated the Commission regarding economic development activities of the Montgomery Area Chamber of Commerce using a PowerPoint presentation. (Copy of Presentation, Agenda Pages 24-1 through 24-24, is attached to these Minutes.)

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM AND ARCHITECTS GRIFFIN HARRIS AND PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

Sheriff Derrick Cunningham and Architects Griffin Harris and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding Annex I, 1st Floor renovation of Dispatch and Sheriff's Offices and presented a preliminary drawing of the proposed renovation of the entire first floor of Annex I and estimated budget for the renovation of the first and second floors of Annex I. Mr. Addison informed the Commission that the generator and UPS (uninterrupted power supply) that is shared with Information Systems must be replaced and that it will be more cost effective to renovate the entire first floor. He also stated that the south end of the second floor of Annex I needs to be renovated to complete the renovation of Annex I. After discussion, the Commission agreed to place this item on the next agenda. (Copies of Drawing, Preliminary Budget and Memorandum, Agenda Pages 25-1 through 25-3, are attached to these Minutes.)

Commissioner Walker requested a snap shot of building projects that the County has completed over the past five years and suggested that the Commission project what building projects will be necessary over the next 15 years. Commissioners discussed the need for a Master Plan, which could be presented at the summer budget hearings. There was no objection by the Commission. Sheriff Cunningham suggested creating a planning committee to discuss the needs of the County.

PRESENTATION BY EXECUTIVE DIRECTOR EVETTE HESTER WITH THE
MONTGOMERY HOUSING AUTHORITY

Executive Director Evette Hester with the Montgomery Housing Authority updated the Commission regarding completed and current redevelopment activities in the downtown area. (Copy of Presentation, Agenda Pages 26-1 through 26-40, is attached to these Minutes.)

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR
CAUTHEN

Administrator Mims briefed the Commission regarding a Board Member Appointment to the Montgomery Area Mental Health Authority. The Commission agreed to discuss this appointment at the next meeting.

Deputy Administrator Cauthen briefed the Commission regarding an Education Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Project Educate and Conserve for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Bid Award to Coast to Coast, Inc., regarding SAN backup storage appliance expansion, Bid Number 51965-16B-020, for Information Systems. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Bid Award to Graybar Electric Company, Inc., regarding security cameras, Bid Number 51965-16B-019, for Information Systems. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 3 from the Appraisal Department, Budget Change Request Number 7 from the Judge of Probate (Elections), Budget Change Request Number 3 from the Personnel Department, and Budget Change Request Number 1 from Risk Management. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims briefed the Commission regarding Position Fill Requests for Corrections Officer Trainee/Corrections Officer, Position Number 174 and Detention Facility Accounts Manager, Position Number 4 from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented an April 18, 2016, Newspaper Article from The Montgomery Advertiser entitled "Buckmasters Expo gets \$42K from County."

Administrator Mims presented a memorandum from Juvenile Court Administrator Bruce R. Howell regarding removing his request to rehire Juvenile Detention Director at Pay Grade PC6, Step 4 from the Commission agenda.

EXECUTIVE DIRECTOR LYNN BESHEAR WITH ENVISION 2020 AND DIRECTOR OF PUBLIC INFORMATION AND EXTERNAL AFFAIRS MICHAEL BRIDDELL WITH THE CITY OF MONTGOMERY

Executive Director Lynn Beshear with Envision 2020 and Director of Public Information and External Affairs Michael Briddell with the City of Montgomery briefed the Commission regarding a Resolution Proclaiming May 2016 as Mental Health Month. After discussion and an agreed upon modification recommended by Vice Chairman Harris, the Commission agreed to waive rules and add this item to the agenda.

Ms. Beshear updated the Commission on the Mental Health Conference.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland briefed the Commission regarding the reallocation of a Customer Service Clerk, Position Number to be Determined, to an Administrative Support Specialist for the Revenue Commissioner's Officer. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Holland briefed the Commission regarding a Position Fill Request for Administrative Support Specialist, Position Number 800003014 from the Revenue Commissioner's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci thanked the Commission for its support of the Montgomery Internet Exchange, a cooperative alliance to support the growing internet needs of the River Region, and stated that he did not think the Commission received adequate recognition for its funding of the project. Vice Chairman Harris expressed displeasure for the lack of recognition of the County Commission during the Internet Exchange announcement. Mr. Ialacci also stated that the renovation of his department's offices located on the second floor of Annex I must be a top priority for the Commission in order for it to provide support to all departments in the County. He explained that all the County's business applications reside on IT's servers and networks and that IT's equipment must be updated to provide uninterrupted support of all departments, including Dispatch and the Sheriff's Department. Chairman Dean stated that the remaining renovations of Annex I would be done in a timely manner.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding Bid Award to Thompson Tractor Co., Inc., regarding a self-propelled broom, Bid Number 53100-16B-017, for the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

Also, Mr. Speake and Attorney Gallion led a discussion with the Commission regarding repairs of Jones Road. The conclusion was that this is a driveway on private property, and County forces could not legally do work on this driveway. It may be possible for the County to sell the residents pipe that the County cannot use at a nominal price, but the residents would have to hire a private contractor to install the pipe. (Copies of Deputy Administrator Cauthen's Memorandum and Attorney Gallion's Opinion, Agenda Pages 27-1 through 27-3, are attached to these Minutes.)

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

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission presented a Resolution regarding the FY2016 Recreational Trails Program Grant Application. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PRESIDENT MARY LIL OWENS, EXECUTIVE DIRECTOR AL SMITH AND BOARD MEMBER DOUGLASS PORTER WITH RENASCENCE, INC.

Board of Directors President Mary Lil Owens with Renascence, Inc., briefed the Commission regarding the program and requested funding in the amount of \$20,000. Also present were Executive Director Al Smith and Board Member Douglass Porter. No action was taken by the Commission.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

Commissioner Walker introduced Tim Head, Former Montgomery City Councilman and Current Worship Leader at Capitol Heights Baptist Church, and his wife Jennifer. She said that she and Mr. Head grew up together and that he and his family are a blessing to her and to Montgomery County. She told the audience that students from Garrett Elementary will recite the Pledge of Allegiance and the School Creed. She informed everyone that Principal Anissha Officer is sick and unable to attend today's meeting. She stated that Ms. Officer is a difference maker in Montgomery County.

The meeting was opened with prayer led by Tim Head at the request of Commissioner Walker.

The Pledge of Allegiance was led by Students from Garrett Elementary School at the request of Commissioner Walker.

Commissioner Walker presented certificates to Mr. Head and the students of Garrett Elementary School and thanked them for being a part of the 200th Anniversary of Montgomery County. Mr. Head told the audience that Commissioner Walker is a blessing to him and his family's life and then sang the song God Bless America.

Chairman Dean told Mr. Head that he is now doing the work of the Lord and that he blessed everyone with his very powerful prayer and song. He thanked the students of Garrett Elementary and asked them to come back again.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of April 18, 2016. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Hall made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S PARTICIPATION IN THE 2016 "BACK-TO-SCHOOL" SALES TAX HOLIDAY

Administrator Mims presented the following memorandum from Revenue Manager Terri A. Henderson:

MEMORANDUM

DATE: April 27, 2016

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager

RE: 2016 "Back-to-School" Sales Tax Holiday, August 5-7, 2016

This memo is being submitted specific to the 2016 “Back-to-School” Sales Tax Holiday. A “draft” resolution was prepared and submitted with my earlier memo dated April 13, 2016. This request was discussed in the Information Session on April 18, 2016 and was advised to place this item on the agenda for the Montgomery County Commission meeting on May 2, 2016.

Written notification of our participation and a certified copy of our resolution will be due back to the Alabama Department of Revenue before the July 5, 2016 deadline. Thank you again for your assistance with this matter.

End of Memorandum

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution, and Document from State of Alabama Department of Revenue, Agenda Pages 1-2 through 1-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AGREEMENT FOR ENGINEERING SERVICES FROM GOODWYN, MILLS AND CAWOOD, SUBJECT TO REVIEW BY COUNTY ATTORNEY, REGARDING REPAIRS AND/OR REPLACEMENT OF FAILED RETAINING WALLS AT COUNTY PROPERTIES ON WASHINGTON AVENUE AND HERRON STREET

Administrator Mims requested approval of agreement for engineering services from Goodwyn, Mills and Cawood regarding repairs and/or replacement of failed retaining walls at County properties on Washington Avenue and Herron Street.

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Email, Agreement, Cost Estimates Sheet, and Attorney Gallion’s Opinion, Agenda Pages 2-1 through 2-13, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AUTHORIZATION OF RENEWAL OF LEASE AGREEMENT WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY GRAVEL

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

April 11, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant differences between our present agreement and the renewal agreement are:

- 1) The material price per cubic yard increases about 2.6%.
- 2) The owner is requesting a \$2,000 lump sum payment to cover a substantial increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

The price per cubic yard increase is reasonable and in line with previous yearly price increases we have agreed upon in the past. Also, the \$2,000 lump sum payment is justified considering we have no other place immediately available that our District 2 maintenance personnel can use to store materials and temporarily stockpile trees and debris from storm damages.

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

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Lease Agreement, Agenda Pages 3-2 through 3-6, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED AUTHORIZATION OF
CONTRACT FOR PROFESSIONAL SERVICES WITH DOMINION LEGACY, INC.,
REGARDING THE 2015 TAX YEAR TAX SALE

Administrator Mims presented the following memorandum from Revenue Commissioner Janet Buskey:

April 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2015 TY TAX SALE

Attached please find the proposed contract for professional services for Gary Boyd of Dominion Legacy, Inc. to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2016 FY budget.

Please note two changes to the contract from last year: (1) a decrease in the mileage rate and (2) an increase in the fee per parcel from 3.50 to 3.65, however the cap remains.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Contract and Resume, Agenda Pages 4-2 through 4-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AMENDMENT NUMBER 2 TO CONTRACT WITH AUTOMATIC FOOD SERVICE, INC., REGARDING SERVICING VENDING MACHINES, CONTRACT NUMBER 51988-13B-033

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: April 13, 2016

RE: Contract No. 51988-13B-033
Servicing Vending Machines

I request that the attached Amendment No. 2 to Automatic Food Service, Inc. contract for supplying and servicing of vending machines be considered for approval on a future agenda.

This will allow the contract with Automatic Food Service Inc. to be extended for one (1) year, beginning May 1, 2016 and ending on April 30, 2017.

Automatic Food Service, Inc. would like to increase two (2) categories of products: pastries from \$1.05 to \$1.10 and candy bars from \$1.05 to \$1.10 all other categories of products are to remain the same. Pricing will increase by 5% in accordance with the terms of the contract.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 5-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

May 2, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

NC-2016-105: BOE, Robert E. Lee High School, for Hall of Fame Ceremony – \$2,500; (Walker)

NC-2016-106: BOE, Carver Senior High School, for ROTC - \$500; (Harris)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow Commissioners concurred:

NC-2016-107: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$850; (Walker)

NC-2016-108: BOE, Park Crossing High School, for History Club - \$1,000; (Hall)

NC-2016-109: BOE, Carver Senior High School, for Track Program, Attn: Principal Gary A. Hall - \$1,700; (Dean-\$1,200 and Williams-\$500)

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following six items, and the Commission concurred. Commissioner Williams made a motion to approve the six agenda items. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 46

Administrator Mims requested approval of Budget Change Request Number 46, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 47

Administrator Mims requested approval of Budget Change Request Number 47, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 48

Administrator Mims requested approval of Budget Change Request Number 48, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 49

Administrator Mims requested approval of Budget Change Request Number 49, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 51

Administrator Mims requested approval of Budget Change Request Number 51, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Request and Invoice, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 53

Administrator Mims requested approval of Budget Change Request Number 53, County Commission Appropriations.

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Request and Letter, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

End of Omnibus Vote

ENGINEERING DEPARTMENT – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST NUMBER 6

Administrator Mims requested approval of Budget Change Request Number 6, Engineering Department.

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

TAX & AUDIT DEPARTMENT – APPROVED AUTHORIZATION OF BUDGET CHANGE
REQUEST NUMBER 1

Administrator Mims requested approval of Budget Change Request Number 1, Tax & Audit Department.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AUTHORIZATION OF POSITION FILL
REQUESTS (2)

Administrator Mims presented the following memoranda from Chief Appraiser Clay Henley:

April 18, 2016

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for the recently vacated Appraiser I (CO0195) (850195002) position in the Appraisal Department.

Attachments

End of Memorandum

April 18, 2016

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for the recently vacated Appraiser III (CO0197) (850197003) position in the Appraisal Department.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-2 and 15-4, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED AUTHORIZATION OF POSITION FILL REQUESTS (3)

Administrator Mims presented the following memorandum from Probate Judge Steven L. Reed:

MEMORANDUM

TO: Montgomery County Commission

THRU: Donnie Mims

FROM: Steven L. Reed, Probate Judge

SUBJECT: Request Approval of Position Fill Request

DATE: April 13, 2016

The Probate Office requests approval of two (3) position fill requests. Specifically, we request approval to fill a Customer Service Clerk position, an Assistant Tag and License Supervisor position, and a Tag and License Supervisor position. These fill requests are relative: 1) to the resignation of a Tag and License Supervisor; 2) the promotion of an Assistant Tag and License Supervisor; and 3) the promotion of a Customer Service Clerk.

In April 2016, Ms. Cathy Mobley retired from the position of Tag and License Supervisor which left the Probate Office with only 3 Tag and License Supervisors. With the new location set to open this year, we will be in need of a Tag and License Supervisor for this location. As such we expect that the new Tag and License Supervisor will be promoted from our current staff of Assistant Tag and License Supervisors. Once that position is vacant, we will promote a current Customer Service Clerk to fill that vacancy. We then expect to fill that Customer Service Clerk position through an open competitive process. All of these positions are currently in our budget.

Thank you for your favorable consideration of this request.

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-2 through 16-4, are attached to these Minutes.)

DISTRICT ATTORNEY'S WORTHLESS CHECK UNIT – APPROVED AUTHORIZATION OF HIRING A CASE MANAGER I AT PAY GRADE A03, STEP 3 (\$27,439)

Administrator Mims presented the following memorandum from District Attorney Daryl D. Bailey:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Daryl D. Bailey
District Attorney

DATE: April 11, 2016

SUBJECT: Request for Step Increase for WCU Case Manager

George Mangum has been selected to fill a vacant Case Manager I position in the Worthless Check Unit. Based on his prior experience, I am requesting he be hired at Step 3 instead of Step 1. This position is paid by the Worthless Check Unit so there is no cost to the County. Funding for this request is in the budget.

Please place this request on the next agenda.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

YOUTH FACILITY – APPROVED AUTHORIZATION OF POSITION FILL REQUEST FOR JUVENILE DETENTION OFFICER, POSITION NUMBER 900300021

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: April 26, 2016

Re: Detention Officer Vacancy

Please add my fill request to the Commission formal agenda on May 2, 2016 for our Detention Officer Vacancy.

Thank you for your assistance in this matter.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (11)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

DEPARTMENT

TRAVEL/TRAINING REQUESTS

- | | |
|----------------------------------|--|
| 1. Finance Department | Request Number 4 |
| 2. Tax & Audit Department | Request Number 9 |
| 3. Board of Registrars | Request Number 2 |
| 4. Sheriff's Office | Request Numbers 30, 32, 33, 34, and 35 |
| 5. Personnel Department | Request Number 18 |
| 6. Community Corrections | Request Number 14 |
| 7. Revenue Commissioner's Office | Request Number 7 |

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-11, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING MAY 10, 2016,
AS “COCA-COLA DAY” IN MONTGOMERY, ALABAMA WITH THE
MODIFICATION THAT THE RESOLUTION COMES FROM THE MONTGOMERY
COUNTY COMMISSION

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry and corresponding resolution:

MEMORANDUM

April 28, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Proclamation for the Coke Grand Opening

Ellen McNair, with the Montgomery Area Chamber of Commerce is requesting a joint resolution from the County and City to be presented at the Montgomery Coca-Cola Bottling Company's grand opening off their new distribution center. Attached is the wording they provided for the resolution.

Justice Smyth and Sheron Rose, with the Chamber, will be at Monday's commission meeting to answer any questions you may have. If approved, the Chamber will have it printed and get Mr. Dean's signature before the May 10th Coke Grand Opening.

Please let me know if you have any questions.

End of Memorandum

PROCLAMATION FOR COCA COLA UNITED

WHEREAS, the Montgomery Coca-Cola Bottling Company has operated and invested in Montgomery County and the City of Montgomery, Alabama, for more than one hundred years, and their production facility located at 300 Coca Cola Road continues to serve as a familiar landmark to those who travel on I-65 for many years; and,

WHEREAS, over the years, Montgomery Coca-Cola has grown and expanded so that a larger and more efficient distribution center and warehouse was needed to better serve their customers and consumers in Montgomery and surrounding cities and counties; and,

WHEREAS, Coca-Cola has expanded the number of non-alcoholic beverages, over which 200 are no or low calories, from one beverage, Coca-Cola, in one package, the 6 ½ ounce bottle to over 450 beverages including bottled water, sports drinks, juices, milk drinks, energy drinks and teas now sold around the world; and,

WHEREAS, with the recent relocation of their warehouse and distribution center to 4919 Westport Boulevard, Montgomery Coca-Cola has clearly shown its steadfast commitment to supporting the growth of Montgomery and in diversifying the local economy; and,

WHEREAS, the Montgomery Coca-Cola's new distribution center will employ hard-working and dedicated residents of the metropolitan area and will serve consumers throughout the Montgomery metro area and Central Alabama while boasting millions of dollars in payroll; and,

WHEREAS, the local governments appreciate and acknowledge Montgomery Coca-Cola for its continued investment in local businesses, its active participation in community organizations, and its generous support for our schools, as the cumulative effect of these contributions significantly benefits the quality of life in Montgomery County and the City of Montgomery; and,

NOW, THEREFORE, We, the Montgomery County Commission and the Mayor of the City of Montgomery Alabama, do hereby proclaim May 10, 2016 as "**COCA-COLA DAY**" in Montgomery, Alabama; we extend our congratulations to the Montgomery Coca-Cola on the occasion of the grand opening of its new facility located at 4919 Westport Boulevard, and we look forward to many more years of the company's successful operation in our County and City.

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

Todd Strange, Mayor
City of Montgomery

End of Resolution

Commissioner Williams made a motion to adopt the resolution with the modification that the resolution comes from the Montgomery County Commission. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE FY2016 RECREATIONAL TRAILS PROGRAM GRANT APPLICATION

Administrator Mims presented the following resolution:

RESOLUTION

WHEREAS, the Montgomery County Commission proposes to develop recreational resources in the Cantelou Community to provide for the health and well being of the general public; and

WHEREAS, the Montgomery County Commission intends to submit a pre-application to the Alabama Department of Economic and Community Affairs (ADECA) Recreational Trails Program (RTP) for grant assistance to develop and construct a non-motorized diverse use trail including other necessary supportive activities in the Cantelou Community; and

WHEREAS, the proposed area is designated as a desired district park location in the Montgomery County Parks and Recreation Plan 2011; and

WHEREAS, said RTP program is limited to funding a maximum of \$100,000 of the proposed \$600,000 estimated total project cost based on the trail's non-motorized diverse use construction type; and

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

SECTION 1. That the Montgomery County Commission hereby authorizes submission of an FY 2016 RTP pre-application to ADECA requesting funding assistance in the amount of \$100,000 to develop and construct a non-motorized diverse use trail including other necessary supportive activities in the Cantelou Community.

SECTION 2. That, based on the estimated total project cost of \$600,000, the Montgomery County Commission commits \$100,000, or that amount above the requested grant maximum for the purpose of matching the RTP assistance request and making the project whole.

SECTION 3. That the Montgomery County Commission is dedicated to constructing recreational facilities at the identified location and will provide appropriate funding.

SECTION 4. That in the event a full application is invited and a grant is awarded, the Montgomery County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

SECTION 5. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to submit said pre-application on behalf of the County and take other such actions as necessary to obtain the requested financial assistance.

PASSED, ADOPTED AND APPROVED this the 2nd day of May, 2016.

ATTEST:

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

Donald Mims
County Administrator

End of Resolution

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Program Summary, Agenda Pages 21-2 and 21-3, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF MAY AS MENTAL HEALTH MONTH WITH THE MODIFICATION THAT THE RESOLUTION COMES FROM THE MONTGOMERY COUNTY COMMISSION

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry and corresponding resolution:

MEMORANDUM

April 28, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Joint Resolution for Mental Health Month

Lynn Beshear, with Envision 2020, is requesting a joint resolution from the County and City to promote Mental Health Month for May 2016. Attached is the wording they provided for the resolution.

Please let me know if you have any questions.

End of Memorandum

JOINT RESOLUTION
MENTAL HEALTH MONTH
MAY 2016

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental illnesses; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental illnesses are real and prevalent in our nation; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council along with Montgomery County Commission, do hereby proclaim, May 2016 as Mental Health Month in Montgomery, Alabama. As the Duly Elected Local Officials, we also call upon the citizens, government agencies, public and private institutions, businesses and schools in Montgomery City and County to recommit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages, and especially before stage 4.

In witness whereof, we have hereunto set our hands to be affixed this 2nd day of May, 2016.

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

Todd Strange, Mayor
City of Montgomery

End of Resolution

Commissioner Williams made a motion to adopt the resolution with the modification that the resolution comes from the Montgomery County Commission. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COMMENTS BY COMMISSIONERS AND ATTENDEES

Deputy Administrator Florence Cauthen commended Parks and Superintendent James Williams for his great work at the opening ceremonies of the Dunbar-Ramer T-Ball and Co-Ed Softball League. She stated that Sheriff Derrick Cunningham threw out the opening pitch. She said that Mr. Williams organized more than 50 youth for the event and that the League has a real impact in that community. She also said that Deputy Dave Day was a great success. Chairman Dean stated that the Ramer ball field needs lights and that he hopes the Commission may be able to help fund the purchase of lights. He informed everyone that Sheriff Cunningham gave away 100 bikes at the Deputy Dave's Day Event.

Commissioner Hall expressed his appreciation for the work James Williams puts into the Parks and Recreation and the impact it has in his district and throughout Montgomery County.

Commissioner Williams thanked James Williams for doing such a good job with the youth in the unincorporated areas of Montgomery County.

Commissioner Walker thanked Tim Head and his family and the students of Garrett Elementary for being her guests today and representing District 3 so well. She introduced Heather Coleman Davis and Ethel Dozier Boykin. She stated that AUM reached out to Ms. Davis and asked her to form a business leader and school partnership with Garrett Elementary School. Commissioner Walker explained that Ms. Davis formed a Community Advisory Board Committee and brought in business owners and community leaders to meet with the school leaders and brainstorm ideas and solutions. She stated that great things are happening in Garrett Elementary due to the work of this committee. Commissioner Walker stated that this needs to happen in more Montgomery County Schools. She introduced Counselor Cory Jones and Marche Scott, a teacher, both of

whom represented Garrett Elementary in Ms. Officer's absence. She added that Mr. Jones is a sponsor for the "Boys Into Gentlemen" program, which teaches basic soft-life skills to male students between grades 3-5. She added that the girls at Garrett want a similar program.

Chairman Dean asked Ms. Davis what are the needs of Garrett Elementary. She responded that they need \$5,000 for the Leader in Me Program, \$6,000 for I-Pads, \$10,000 for a playground cover and distributed a summary of some of the school's needs. Commissioner Walker told Mr. Jones that she would help fund the sports coats for the Boys Into Gentlemen program.

WAIVE RULES

Chairman Dean requested to waive rules and consider a Budget Change Request in the amount of \$5,000 to BOE, Garrett Elementary School for the "Leader in Me" Program, and his fellow Commissioners concurred:

COUNTY COMMISSION APPROPRIATIONS – APPROVED AUTHORIZATION OF BUDGET CHANGE REQUEST FOR \$5,000 TO BOE, GARRETT ELEMENTARY SCHOOL FOR THE "LEADER IN ME" PROGRAM

Chairman Dean requested approval of a Budget Change Request in the amount of \$5,000 to BOE, Garrett Elementary School for the "Leader in Me" Program.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request Number 54, Agenda Page 23-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Chairman Dean stated that the Commission is glad to help fund these talented students. He stated that the Commission invests in all education. He expressed his appreciation for Sheriff Cunningham's Deputy Dave Day and how he helps the underprivileged youth. He also expressed his appreciation for all the work that the Montgomery employees. Chairman Dean stated that the Commission will continue to show their gratitude.

Vice Chairman Harris thanked Tim Head for his beautiful rendition of God Bless America and for his prayer. He told Ms. Davis that what she is doing is exactly what is needed throughout Montgomery and that more schools need to be exposed to the business community and the resources that are available in the community. He told Ms. Davis that she is a shining example of how things can happen once you get everything in place. He thanked the students for reciting the Pledge of Allegiance and their school creed. He stated that in school the youth learn a lot, but these students are also building character. Vice Chairman Harris told the audience that the work the Sheriff is doing with the youth by exposing them at an early age to law enforcement will have a positive impact on the future of Montgomery. He thanked the employees for all that they do. He stated that according to the report from the Montgomery Area Chamber of Commerce, Montgomery County is behind Huntsville and Birmingham in certain categories but as a city and a county, it is on top in most every category.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

Commissioner Williams had to leave the meeting to attend a funeral.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Executive Director Anderson T. Graves, II, with the Substance Abuse Youth Networking Organization (SAYNO) requesting Funding in the amount of \$5,000 for the Kids & Kops Day. He stated that Mr. Graves has requested to meet with the Commission at the May 16, 2016, meeting. After discussion, the Commission asked Administrator Mims to remind them again once the event date was closer.

Administrator Mims presented an invitation and request for funding from Positive Parents Have Power regarding the 3rd Annual 3K Nonviolence Walk to be held June 12, 2016. No action was taken by the Commission.

Administrator Mims presented a letter from Jefferson Davis High School Principal Bobby E. Abrams, Jr., requesting Funding for Athletic and Extra-curricular Programs. He noted that during the February 1, 2016, Commission meeting, Mr. Abrams requested funding for athletics and extracurricular activities. No action was taken by the Commission.

Administrator Mims presented Information from Liberty Learning Foundation. He noted that during the April 18, 2016 Commission meeting, Executive Vice President of Development Reevice Girtman and Vice President of Development Becky Saunders with the Liberty Learning Foundation briefed the Commission regarding the program and requested funding in the amount of \$25,000. No action was taken by the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for May through July.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events.

ADJOURNMENT

Commissioner Walker made a motion to adjourn the meeting of the Montgomery County Commission on May 2, 2016, at 10:50 a.m. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-15-16

Check Number	To	Check Number
260256		260336
Total Checks Paid		\$416,312.59

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-15-16

Check Number	To	Check Number
260337		260425
Total Checks Paid		\$221,526.61

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

5-2-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-15-16

Check Number	To	Check Number
260426		260500
Total Checks Paid		\$8,180.00

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

Poll workers for 4/12/16 run-off election

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-18-16

Check Number	To	Check Number
260501		260501
Total Checks Paid		\$729,334.38

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-22-16

Check Number	To	Check Number
260502		260551
Total Checks Paid		\$283,564.39

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-22-16

Check Number	To	Check Number
260552		260628
Total Checks Paid		\$599,030.01

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

MONTGOMERY COUNTY COMMISSION

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

MAY - 2 2016

CHECKS ARE DATED
4/29/16

Payroll Check Number	125336	To	Payroll Check Number	125403	\$ 62,997.20
Direct Deposits					\$ 930,507.83
Payroll Check Number	125404	To	Payroll Check Number	125415	\$ 205,033.50
Direct Deposits					\$ 64,830.77
Federal Deposits					\$ 346,359.85
Total Payroll Paid					\$ 1,609,729.15

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: April 13, 2016

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
04/13/2016

RE: 2016 "Back-to-School" Sales Tax Holiday, August 5-7, 2016

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") specific to the 2016 "Back-to-School" Sales Tax Holiday. If we are going to participate again this year, I would respectfully request that this topic be discussed during the next Informal Session of the Montgomery County Commission Meeting on April 18, 2016. Please note the draft resolution attached has been prepared in anticipation that this item will be included on the formal agenda for the Montgomery County Commission Meeting on May 2, 2016.

Please note that written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the July 5, 2016 deadline. Thank you in advance for your assistance with this matter.

tah/attachments

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN AUGUST 2016, AS AUTHORIZED
BY ACT NO. 2006-574**

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2016 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on Friday, August 5, 2016 and ending at twelve midnight on Sunday, August 7, 2016.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the May 2, 2016 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 2nd day of May, 2016.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 2nd day of May, 2016.

Elton N. Dean, Sr.
Chairman



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

BRENDA R. COONE
Deputy Commissioner

March 15, 2016

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2016 "Back-to-School" Sales Tax Holiday August 5-7, 2016

Deadline to notify ADOR: July 5, 2016

The 2016 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, August 5, 2016, and ends at twelve midnight on Sunday, August 7, 2016. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 5, 2016. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.cfm. Notification of participation in the sales tax holiday may not be included in the published list if received after July 5, 2016.

Retail businesses and the public need to know whether or not your locality will participate in the 2016 "Back-to-School" Sales Tax Holiday.

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

RESPONSE REQUIRED:

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.:

Not Participating? Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of _____ will not be participating in the 2016 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

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

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE

EMAIL: wanda.robbsins@revenue.alabama.gov

ATTN: Wanda Robbins

Sales & Use Tax Division

Post Office Box 327900

QUESTIONS: 334-353-8044

Montgomery, Alabama 36132-7900

"An Affirmative Action / Equal Opportunity Employer"

1-4

Tammy Nix

From: Derril Strickland <Derril.Strickland@gmcnetwork.com>
Sent: Thursday, April 14, 2016 10:39 AM
To: Donald Mims; Scott Kramer; Florence Cauthen
Cc: David Reed
Subject: Montgomery County Contract - Retaining Wall Repair
Attachments: Washington Ave-Herron St Contract 4-13-16.pdf

AGENDA

MAY - 2 2016

Attached is the 'Agreement for Engineering Services' for the repair/replacement of the retaining walls on the County's properties. The final sheet is our pre-design cost estimate which also reflects the anticipated design and CEI fees. The 8% shown for design is in accordance with the Alabama Building Commission fee schedule, building group III.

As noted at the bottom of the estimate, some of the work could be accomplished by County forces. Demolition, fencing, asphalt paving, repair of the STAMP parking lot and the CEI are possible items.

The geotechnical work (\$5,000.00) and surveying work (\$6,000.00) is noted on page 7 of the agreement. The amount of the engineering fees at the bottom of sheet 6 have been expressed as per centages and will ultimately depend on the costs as reflected on the bids. Not shown is a separate cost for Construction Materials testing. That would typically be included with the CEI fee. Total fees, not including CEI are \$6,000.00 (surveying), \$5,000.00 (geotechnical) and \$19,944.00 (design based on 8% of cost estimate) for a grand total of \$30,944.00.

I will attend the County Commission meeting Monday morning. it's my understanding I need to be there at 8:15.

Let me know of any questions.

Derril L. Strickland PE
Senior Vice President

Tel 334.271.3200
Fax 334.272.1566

Derril.Strickland@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

The information contained in this email/fax is confidential; it is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are notified that any distribution or use of this information is strictly prohibited. If you have received this communication in error, please contact us immediately at the telephone number or e-mail address set forth above and destroy all copies of the original message. Although this email is believed to not contain a virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure this email does not contain a virus. Goodwyn, Mills and Cawood accepts no responsibility for any loss or damage arising in any way from its use.

From: Lanita Evans
Sent: Thursday, April 14, 2016 9:21 AM
To: Derril Strickland <Derril.Strickland@gmcnetwork.com>
Subject: Contract

Lanita N. Evans, Administrative Assistant
Engineering Department
Tel 334.271.3200
Fax 334.272.1566

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.**

THIS AGREEMENT, made and entered into this ____ day of April, ____ by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for the repair and/or replacement of failed retaining walls at County Properties on Washington Avenue and Herron Street hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Preliminary Design Phase

- 1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.
- 1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.
- 1.3 Furnish the preliminary design documents to the OWNER.

Final Design Phase

- 1.4 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.5 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.6 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.7 Establishing base lines for locating the work with a suitable number of bench marks located adjacent to the work as shown in the project plans.
- 1.8 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.
- 1.9 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.



2-2

- 1.10 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.

- 1.11 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.12 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

- 1.14 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.

- 1.15 Issue addenda as appropriate to clarify, correct or change the bidding documents.

- 1.16 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

- 1.17 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

- 1.18 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.19 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.

- 1.20 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.

- 1.21 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.

- 1.22 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.



- 1.23 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including site visits at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.24 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.25 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.26 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.27 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.28 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.
- 1.29 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.



- 1.30 Coordination of submission to the Grantee the following items at the final inspection: all final pay requests, the ENGINEER's statement that the project has been completed in accordance with the plans and specifications, the contractor's "proof of publication" of the advertisement of completion and request for claims, and any permit releases such as those from a road or highway department permitting the work.
- 1.31 If requested by OWNER verbally or in writing, assist the OWNER in performing a review of project during the warranty period after the date of substantial completion in order to identify any readily apparent items to be included under the Contractor's one (1) year warranty.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction if required.
- 2.5 Performing survey work for preparation of topographic surveys, easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, and County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.



- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in

the development of the project, and pay all costs incidental thereto.

- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee Based on a percentage of the total construction costs (ABC Fee Curve Building Group III) for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below:
- 4.2 For the Design Phase, sixty (60) percent of the total Engineering Fee, shall be paid in monthly installments as work progresses.
- 4.3 For the Construction Phase, thirty five (35) percent of total project Engineering costs, will be paid on a proportionate basis during project construction.
- 4.4 A final payment of five (5) percent of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER.



The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:

- 4.5 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, of **\$5,000.00 (includes both sites)**. The fee shall be paid in monthly installments as work progresses.
- 4.6 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER.
- 4.7 For initial topographic surveying, the OWNER agrees to pay ENGINEER a fee of **\$6,000.00 (\$3,000.00 per site)**. The fee will be paid in monthly installments as the work progresses.
- 4.8 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.9 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a lump sum fee of **\$N/A**.
- 4.10 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.11 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.12 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.13 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.14 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.15 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties



- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to



ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity



thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Montgomery, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.
- 10.5 **The ENGINEER also agrees to the terms and conditions set forth in Part II – TERMS AND CONDITIONS hereto attached to this agreement outlining Federal Guidelines Applicable to Contracts.**

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N Dean Sr.

Title: Chairman

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Derril L. Strickland, PE

Title: Senior Vice President

Attest:

(name and Title)

Cost Estimates
Retaining Wall Collapse
Montgomery County Properties
April 14, 2016

A. Herron/Clay Street			
Approximately 110 linear feet of wall, average height 12-14'.			
1. Mobilization	1	LS	\$5,000.00
2. Demolition/haul off	1	LS	\$5,000.00
3. New Retaining Wall	1,430	SF @\$100/sf	\$143,000.00
4. Final grading/grassing/sod	1	LS	\$2,000.00
5. New 6' Wood Fencing	90	LF @ \$20/LF	<u>\$1,800.00</u>
	Subtotal		\$156,800.00
B. Washington Avenue			
Approximately 85 linear feet of wall, average height 8-10'.			
1. Mobilization	1	LS	\$5,000.00
2. Demolition/haul off	1	LS	\$5,000.00
3. New Retaining Wall	765	SF @\$100/sf	\$76,500.00
4. 6' Chain Link Fence	85	LF @ \$20/ft	\$1,700.00
5. Asphalt Paving	100	SY @ 25.00/sy	\$2,500.00
6. Repair Existing 'STAMP' Parking lot after construction	1	LS	<u>\$1,800.00</u>
	Subtotal		\$92,500.00
	Total All		\$249,300.00
	Engineering design (8%)		\$19,944.00
	Engineering CE&I (15%)		<u>\$37,395.00</u>
			\$306,639.00

Note: 1. Additional items to include surveying and a preliminary geotechnical investigation.
2. Some work may be accomplished by County forces.

MEMORANDUM

April 21, 2016

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement for Engineering Services with Goodwyn, Mills, Cawood, Inc.

I have reviewed your memorandum dated April 21, 2016, regarding agreement for engineering services with Goodwyn, Mills and Cawood, Inc.

I am requesting that the following changes be made to the Agreement:

On Page 9 ARTICLE 8, TERMINATION AND ARTICLE 9. BINDING ARBITRATION:

Please delete Article 8 and Article 9 and replace with the County's standard dispute resolution language as follows:

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

With the exception of the above changes, the rest of the Agreement appears to be in order and will be binding on all parties, if executed.

**Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106**

April 6, 2016

Mr. George C. Speake
County Engineer
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

Re: New Lease

Dear George:

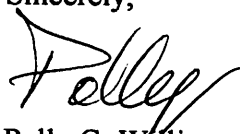
Per our telephone conversation, I am enclosing a Lease for the contract period of June 1, 2016 until May 31, 2017. As we discussed, I am asking for an additional payment of \$2000.00 for a couple of reasons. As you are aware, the Revenue Department in Macon County changed the tax designation in 2015 of the acres which I lease to Montgomery County from current use to business use. Not only did this change increase my property taxes for 2015, but they assessed me additional taxes retroactively for the three years prior to 2015.

I believe that the additional \$2000.00 is reasonable in this new Lease given this increase in my property taxes and the fact that Montgomery County is using the leased land for purposes other than the mining and removal of our clay gravel and sand. For example, Montgomery Country is bringing debris from other property onto the leased land to burn and it is stockpiling pipe and rocks on the leased land that has come from other locations.

Please send me a copy of the executed Lease after the Commission meets or call me if they do not want to renew the Lease.

Thanks for your assistance in this matter.

Sincerely,



Polly G. Williamson
Manager for Williamson Properties, Ltd.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2016 to May 31, 2017@ \$1.20

In addition, LESSEE agrees to pay LESSOR the sum of \$2,000.00 prior to November 30, 2016 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a result of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2017.

This Agreement shall expire on May 31, 2017; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2017 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2016, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:


Williamson Properties, Ltd.
By: Polly G. Williamson

WITNESS:



NOTARY PUBLIC:


DATE: 04/05/2016
COMMISSION EXPIRES: 02/01/2020

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Legacy, Inc.**, for professional services to be rendered by Dominion Legacy, Inc. for the event of the 2015 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 1, 2016.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Legacy, Inc. for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.65 per parcel for each parcel offered at the tax sale. Fees will not be less than \$2,450.00 (equivalent to 700 parcels) or greater than \$3,500.00 (equivalent to 1,000 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at \$3,500.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .54 per mile (current IRS standard) not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$200.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

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

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr.
Chairman
Montgomery County Commission

Date

Gary W. Boyd, Director
Dominion Legacy, Inc.

Date

Office

Dominion Legacy Inc
P. O. Box 1116
Ashville, AL 35953

(205) 281-1587
Garyboyd1@gmail.com

Residence

5925 Shoal Creek Road
Ashville, AL 35953

(205) 594-4376

Gary W. Boyd

Synopsis

Currently operates a consulting business working with clients on all issues related to Alabama property taxes (since June 2009– 7 years)

Formerly employed with the Jefferson County Tax Collectors Office (1984 thru 2009– just over 25 years). Gained extensive experience in the area of property tax sales and redemptions.

Resident of St. Clair County since August 1998.

Work experience

Dominion Legacy Inc

Owner of company that provides consulting services to governments, attorneys, investors and tax payers regarding Alabama property taxes.

Duration: 6/2009 to present

Director of Land Divestment (merit system)

Jefferson County Tax Collector's Office
716 Richard Arrington Jr Blvd N, Room 160
Birmingham, AL 35203

Supervisor:

J. T. Smallwood, Tax Collector 10/2003 to 6/2009

Jack Williams, Tax Collector, 5/1996 to 9/2003

Duration: 5/1996 to 6/2009 (retired 6/5/2009)

- Head of the Land Redemptions area of the Tax Collectors Office, which included five other employees.
- Oversee the annual collection and distribution of approximately \$8 million in ad valorem property taxes for properties "Sold to State" or to individuals, for the Birmingham Division of Jefferson County.
- Responsible for coordinating efforts to "divest" the County of their interest in delinquent tax properties by streamlining collections and by marketing tax certificates both through the local annual sale and through State resales or assignments.

- Responsible for conducting the annual local tax sale for the Birmingham Division 5/1999 to 5/2009.
- Interacted extensively with the State Revenue Department regarding "sold to state" properties and the entire assignment process during a time when Jefferson County accounted for approximately half of the delinquent property business conducted by the State.

Chief Deputy Tax Collector (political appointment)

Supervisor: Jack Williams, Tax Collector, March 1995 to May 1996
O. Z. Hall, Tax Collector, October 1988 to March 1995
Duration: 10/88 to 5/96

Responsible for Land Redemptions Division of the Tax Collector's Office.

Assistant to the Tax Collector (political appointment)

Supervisor: O. Z. Hall, Tax Collector
Duration: 12/84 to 10/88

Liason and executive assistant to the Tax Collector.

Senior Administrative Intern (administrative appointment)

Supervisor: O. Z. Hall, Tax Collector
Duration: 1/84 to 12/84

Assisted in a diverse range of office responsibilities.

Education	Samford University	Birmingham, Alabama	1983 graduate
	■ B. S. Business Administration (Marketing)		
	Brookwood High School	Brookwood, Alabama	1979 graduate

Personal

Born March 25, 1961, Tuscaloosa, Alabama
Married since 1989 to the former Jane McConnell of Atlanta, Georgia
Nine children: ages 11 to 25

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

Amendment
To
Contract # 51988-13B-033

Amendment No. 2

Contract with Automatic Food Services for servicing vending machines, is hereby extended for one (1) year beginning May 1, 2016 and ending April 30, 2017.

Two (2) categories of products will increase: Pastries from \$1.05 to \$1.10 and candy bars from \$1.05 to \$1.10 all other categories of products are to remain the same. Prices will increase on two categories of products by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

AUTOMATIC FOOD SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 46

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	4/11/2016
DATE:	4/11/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Probate/Revenue South Architect	116-51325.523	0	21,930	21,930
Probate/Rev South Bldg Renovation	116-51325.524	0	920,911	920,911
Probate/Rev South Equip/Furniture	116-51325.542	0	140,000	140,000
Construction Projects	116-57202.529	3,000,000	(1,082,841)	1,917,159
TOTAL		3,000,000	0	3,000,000

JUSTIFICATION:

To set up a budget for the Probate/Revenue South building renovation project. The building purchase of \$355,200 and architect fees of \$63,073 were paid in FY 2015.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 47

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/14/2016
DATE:	4/14/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
BOE-George Washington Carver High School	001-58100.498	0	4,000	4,000
Donation Revenue	001-59310.498	(337,500)	(4,000)	(341,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(337,500)	0	(337,500)

JUSTIFICATION:

Budget for an appropriation to George Washington Carver High School for the High School Choir Tour.

MAY - 2 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 48

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/14/2016
DATE:	4/14/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
BOE-Jefferson Davis High School	001-58100.498	0	3,500	3,500
Donation Revenue	001-59310.498	(341,500)	(3,500)	(345,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(341,500)	0	(341,500)

JUSTIFICATION:

Budget for an appropriation to Jefferson Davis High School for the purchase of championship rings for members of the JD Ladies Basketball Team.

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 49

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/14/2016
DATE:	4/14/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	4,500	4,500
Donation Revenue	001-59310.498	(345,000)	(4,500)	(349,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(345,000)	0	(345,000)

JUSTIFICATION:

Budget for an appropriation to the City of Montgomery for operation expense of the Fairview Avenue Farmers Market.

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 51

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/19/2016
DATE:	4/19/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	352,000	50,000	402,000
Fund Balance	001.35900		(50,000)	
TOTAL		352,000	0	402,000

JUSTIFICATION:

To provide funding to the Chamber of Commerce for maintaining Garrett Coliseum for agricultural and tourism development in Montgomery County.

Garrett Coliseum Redevelopment Corp.

P.O. Box 3254

Montgomery, AL 36109-0254

INVOICE

Invoice Number: 276

Invoice Date: Apr 1, 2016

Page: 1

Duplicate

Voice: 334-356-6866

Fax: 334-676-1403

Bill To:

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN ELTON DEAN
P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Ship to:

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN ELTON DEAN
P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Customer ID	Customer PO	Payment Terms	
MONTGOMERY COUNTY		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		5/1/16

Quantity	Item	Description	Unit Price	Amount
		FY 2016 APPROPRIATION GARRETT COLISEUM		50,000.00
Subtotal				50,000.00
Sales Tax				
Total Invoice Amount				50,000.00
Payment/Credit Applied				
TOTAL				50,000.00

Check/Credit Memo No:

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 53

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/20/2016
DATE:	4/18/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
East YMCA	001-58400.498	0	10,000	10,000
Fund Balance	001.35900		(10,000)	
TOTAL		0	0	10,000

JUSTIFICATION:

Provide funding for the East YMCA operations.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

The Honorable Elton Dean -Chairman
Montgomery County Commission

Dear Chairman Dean,

The East Family YMCA has always appreciated the support of Montgomery County Commission. This year the YMCA is hosting the Inaugural Wing Festival to benefit our Annual Campaign. The festival is open to the public and anticipates hundreds of participants.

The East YMCA is requesting \$ 10,000 to help support the festival and provide funding for our Annual Campaign. I would like to invite you as our guest to the festival on Saturday, April 30, 2016.

Thank you for your consideration.

Jim Franklin
Executive Vice President
East YMCA

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 6

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	4/11/16
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	4/5/2016	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Constr & Main Supplies	111-53300.213	108,110	(700)	107,410
Cleaning & Jaint. Supplies	111-53300.216	450	700	1,150
Fuel and Lubricants	111-53600.212	4,600	(200)	4,400
Repair & Maint. Motor Veh.	111-53600.234	1,000	200	1,200
TOTAL		114,160	0	114,160

JUSTIFICATION:

To realign budget for Cleaning & Janitorial Supplies, and for motor vehicle repairs.

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Tax & Audit	REVIEWED:	S. Thomas	4/14/2016
DATE:	4/13/2016		Finance Director	Date
REQUESTED BY:	Terri A. Henderson	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Refund Prior Year Revenue	001-51800-335	0	33,061	33,061
Contract Services	001-51800-304	210,000	(33,061)	176,939
TOTAL		210,000	0	210,000

JUSTIFICATION:

Transfer of \$33,061 from budgeted funds listed in the Tax & Audit FY 2016 budget line item 304 Contract Services account to accomodate funding for Prior Year Refunds of the general fund portions only of sales and use taxes due back to taxpayers from Montgomery County on or before September 30, 2016.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Appraiser I**

POSITION NUMBER 850195002

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A06 (\$36,284 to \$54,214)**

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-promotions)



Department Head

Date **04/13/2016**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4 SELECTEE: _____

Appointing Authority Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Appraiser III**

POSITION NUMBER 850197003

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

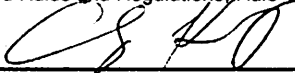
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A10 (\$56,189 to \$83,951)**

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)



Department Head

Date **04/13/2016**

2 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William Flowers

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

1. POSITION TITLE: Customer Service Clerk

POSITION NUMBER: _____

PROPOSED EFFECTIVE DATE: 18 April 2016

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☐ Promotional Transfer ☒ Transfer

☒ Open Competitive Register ☒ Reemployment

PAY GRADE: A03 Annual \$25,630

APPOINTING AUTHORITY _____

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

FUNDING AUTHORITY _____

Date

3. CERTIFICATION

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

PERSONNEL DIRECTOR _____

Date

4. SELECTEE: _____

APPOINTING AUTHORITY _____

Date

5. _____
Manpower data entered by

Date

6. _____
Payroll entered by

Date

POSITION FILL REQUEST

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William Flowers

1. POSITION TITLE: Assistant Tag and License Supervisor

POSITION NUMBER: _____

PROPOSED EFFECTIVE DATE: 18 April 2016

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ Promotional Transfer ☐ Transfer

☐ Open Competitive Register ☐ Reemployment

PAY GRADE: A03 Annual \$32,318

APPOINTING AUTHORITY _____

_____ Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

FUNDING AUTHORITY _____

_____ Date

3. CERTIFICATION

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

PERSONNEL DIRECTOR _____

_____ Date

4. SELECTEE: _____

APPOINTING AUTHORITY _____

_____ Date

5. _____

Manpower data entered by _____

_____ Date

6. _____

Payroll entered by _____

_____ Date

COMPLETE ACTION DATES

1.__dept request

2. __admin review

3. __pers dept

4. cert to admin

5. __dept selection

6. __final review

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR:

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

1. POSITION TITLE: Juvenile Detention Officer - to replace Kenneth Arnold

POSITION NUMBER: 900300021

PROPOSED EFFECTIVE DATE: 5/2/2016

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER (X) TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 (\$31,344/\$1,205.52/\$15.0690)

Bruce R. Howell
Department Head

4/8/2016
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

MAY - 2 2016

Date: April 25, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Sherrill

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: May 18, 2016 Return Date: May 18, 2016

Conference Leave (Days / Hours): 2 Hours

Purpose of Travel: 2016 State and Local Government Audit Planning Considerations Webcast

Qualifies toward 40 hours of CPE required annually for CPA license

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.00 Advance Registration Required: \$99.00

Department Name: Finance Department Fund Name: General Fund

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$99.00 and advance registration of \$99.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$435.00</u>
Budget Available:	<u>\$2,565.00</u>
Current Requests:	<u>\$99.00</u>
Budget Balance:	<u>\$2,466.00</u>

Reviewed by: S. Thomas
Date: 4/25/2016
cc: Finance Director / Buyer

19-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

MAY - 2 2016

Date: April 27, 2016
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

fm

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: August 16, 2016 Return Date: August 19, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend 2016 ACCA Annual Convention and participate in CROAA training sessions. Attendee will earn 20 CPE hours to apply toward her 40 hour annual ALTIST Certified Revenue Examiner (CRE) certification requirement.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,288.84 Advance Registration Required: \$200.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Estimated costs \$213.84 mileage, \$625.00 lodging, \$250.00 meals, and registration fee of \$200.00. Registration fee will be paid to the ACCA in advance by attendee at point of online registration ahead of 7/29/16 early registration deadline.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the approximate amount of \$1,288.84 and advance registration of \$200.00 is authorized.

Donald L. Mims, Administrator

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$5,089.09</u>
Budget Available:	<u>\$4,910.91</u>
Current Requests:	<u>\$1,288.84</u>
Budget Balance:	<u>\$3,622.07</u>

Reviewed by: S. Thomas
Date: 4/27/2016
cc: Finance Director / Buyer

19-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

MAY - 2 2016

Date: April 25, 2016
To: Donald L. Mims, Administrator
From: George Noblin, Chair, Bd of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL

Departure Date: May 19, 2016 Return Date: May 21, 2016

Conference Leave (Days / Hours): 2 days

Purpose of Travel: To attend the Spring Meeting 2016 of the Alabama Association of Boards of Registrar

Traveler (s) Name: 1. George M. Noblin 4. _____
2. Brenda Daly 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,140.50 Advance Registration Required: _____

Department Name: Board of Registrars Fund Name: General Fund 001-51920.265

Additional Comments: Registration, Mileage, Meals

To: George Noblin, Chair, Bd of Registrars

From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,140.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51920.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$203.80</u>	
Budget Available:	<u>\$1,296.20</u>	
Current Requests:	<u>\$1,140.50</u>	
Budget Balance:	<u>\$155.70</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/26/2016

cc: Finance Director / Buyer

193

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 30

AGENDA

MAY - 2 2016

Date: April 18, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Minneapolis, Minnesota

Departure Date: June 25, 2016 Return Date: June 30, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend 2016 NSA (National Sheriffs Association) Conference

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

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$575.00

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

Additional Comments: _____

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

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$575.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$12,542.00</u>
Budget Available:	<u>\$12,458.00</u>
Current Requests:	<u>\$2,000.00</u>
Budget Balance:	<u>\$10,458.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/19/2016

cc: Finance Director / Buyer

19-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

AGENDA

MAY - 2 2016

Date: April 19, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: June 1, 2016 Return Date: June 4, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Clandestine Laboratory Investigation Seminar

Traveler (s) Name: 1. Joshua Douglass 4. _____
2. Marcus Houser 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: Most expenses paid by RCTA

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

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$12,692.00</u>
Budget Available:	<u>\$12,308.00</u>
Current Requests:	<u>\$2,150.00</u>
Budget Balance:	<u>\$10,158.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/19/2016
cc: Finance Director / Buyer

19-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

AGENDA

MAY - 2 2016

Date: April 20, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 2, 2016 Return Date: August 6, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend 2016 Alabama Sheriffs Association Summer Training Conference

Traveler (s) Name: 1. Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$400.00

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

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$12,692.00</u>	
Budget Available:	<u>\$12,308.00</u>	
Current Requests:	<u>\$3,650.00</u>	
Budget Balance:	<u>\$8,658.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/20/2016

cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 34

AGENDA

MAY - 2 2016

Date: April 20, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: May 19, 2016 Return Date: May 20, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: attend Grant Writing Workshop

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

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

Donald L. Mims, Administrator

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$12,692.00</u>
Budget Available:	<u>\$12,308.00</u>
Current Requests:	<u>\$4,150.00</u>
Budget Balance:	<u>\$8,158.00</u>

Reviewed by: S. Thomas

Date: 1/4/2016

cc: Finance Director / Buyer

Revised October 12, 2005

19-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 35

AGENDA

MAY - 2 2016

Date: April 27, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alabaster, Alabama

Departure Date: May 16, 2016 Return Date: May 16, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: attend final Explorer Academy preparation meeting

Traveler (s) Name: 1. Cedric Leonard 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

X

Commercial Air

Private Vehicle

Other (Specify) _____

Total (est.) Cost: \$100.00

Advance Registration Required: \$0.00

Department Name: Sheriff's Office

Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$16,742.00

Budget Available: \$8,258.00

Current Requests: \$100.00

Budget Balance: \$8,158.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/27/2016

cc: Finance Director / Buyer

19-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

AGENDA

MAY - 2 2016

Date: April 27, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Louisville, KY
Departure Date: June 14, 2016 Return Date: June 17, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Summit on Government Performance & Innovation 2016

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. Cami Hacker 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,757.30 Advance Registration Required: \$0.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: PER PERSON: Airfare- \$425.00; Hotel- \$553.65; Food- \$300.00; Luggage Fee- \$50.00
Tips and Transportation- \$50.00

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,757.30 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$4,097.33</u>	
Budget Available:	<u>\$15,902.67</u>	
Current Requests:	<u>\$2,757.30</u>	
Budget Balance:	<u>\$13,145.37</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/27/2016

cc: Finance Director / Buyer

Revised October 12, 2005

199

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA

MAY - 2 2016

Date: April 22, 2016

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 5880 Old Hayneville Rd Montgomery, AL 36108

Departure Date: May 12, 2016 Return Date: May 12, 2016

Conference Leave (Days / Hours): One day

Purpose of Travel: Work Shop - Alabama Council on Crime and Delinquency

Traveler (s) Name: 1. Kimberley Long 4. _____
2. Demetric Shipman 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,425.00</u>	
Approved Requests:	<u>\$3,503.98</u>	
Budget Available:	<u>\$8,921.02</u>	
Current Requests:	<u>\$50.00</u>	
Budget Balance:	<u>\$8,871.02</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/25/2016

cc: Finance Director / Buyer

Revised October 12, 2005

19-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

MAY - 2 2016

Date: April 20, 2016
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 12, 2016 Return Date: June 15, 2016
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Alabama Tax Administrators Summer Conference

Traveler (s) Name: 1. Janet Buskey 4. _____
2. Allyson Holland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,950.00 Advance Registration Required: \$800.00

Department Name: Revenue Commission Fund Name: Manufactured Home Trust

Additional Comments: _____

To: Janet Buskey, Revenue Comm
From: Donald L. Mims, Administrator

The above request is app. 5/2/16 reimbursement of actual and necessary expenses in the
approximate amount of \$3,950.00 and advance registration of \$800.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>781-51501.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$677.59</u>	
Budget Available:	<u>\$6,322.41</u>	
Current Requests:	<u>\$3,950.00</u>	
Budget Balance:	<u>\$2,372.41</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/20/2016

cc: Finance Director / Buyer

Revised October 12, 2005

19-11

Alabama Department of Economic and Community Affairs

Recreational Trails Program

FY 2016 Funding Cycle

Program Summary

The Recreational Trails Program (RTP) was created in 1998 to assist in acquiring, developing, or improving trail and trail-related resources. Eligible applicants include federal and state agencies, local governments, and private sector organizations.

Program Information

Estimated FY2016 Funds Available for RTP:	Approximately \$1,609,000
Maximum Grant-Non-motorized (varies by trail type and activity):	\$35,000 - \$100,000
Maximum Grant-Motorized	\$524,936
Federal Share:	80%
Allowable Matching Source :	Cash, In-kind, or Donations
FY 2016 Pre-Application Due Date:	12 Noon, Tuesday, May 3, 2016
Project Selection:	Competitive

Funding Cycle

The pre-applications are reviewed, rated, and ranked by Alabama Department of Economic and Community Affairs' (ADECA) program staff and members of the Alabama Recreational Trails Advisory Board. Pre-applications will be accepted until **12:00 Noon, Tuesday, May 3, 2016.**

Maximum Grant Size

The maximum grant amount that can be applied for this year is **\$35,000** for non-motorized, single-use trails; **\$100,000** for non-motorized, diverse-use trails; approximately **\$524,936** for motorized, diverse-use trails, and **\$87,489** for educational programs which promote safety and environmental protection. Only one application may be submitted by city, county, or private sector applicants; however, an application may contain multiple sites. State agencies may submit multiple applications. The non-Federal matching share may exceed the minimum required to satisfy the Federal matching requirement. Jurisdictions with an open RTP grant or Land and Water Conservation Fund (LWCF) grant cannot apply unless the project will be closed by May 3, 2016. Any waiver requests must be received in writing and approved prior to May 3, 2016.

Matching Requirement

The Federal share for the RTP is **80%** of the total eligible project costs up to the grant ceiling. The non-Federal share (**20%**) may come from state, local, or private sources. Other Federal shares cannot be included unless specific legislation allows funds to be

used for the matching share (e.g., HUD Community Development Block Grants (P.L. 93-383), Public Works Employment Act of 1976 (P.L. 94-369).

A Federal agency sponsor may provide its own funds toward an RTP project as additional Federal share until the total Federal share reaches 95 percent of the project cost. The limitation is intended to ensure commitment to the project from state, local, or private co-sponsors. Eligible Federal matching programs include but are not limited to:

- Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4607-8)
- Federal-aid highway program funds, such as the Federal Lands Highway Program, National Scenic Byways Program, and Transportation Enhancement Activities (23 U.S.C. 101 et seq.)
- Funds made available under the Federal Emergency Management Administration
- Federal funds made available to Indian tribes
- Challenge Cost-Share programs of Federal land management agencies

Eligible Applicants

All applicants must be currently registered in sam.gov with their own Data Universal Numbering System (DUNS) number. Applications from project sponsors not meeting this criterion will be deemed ineligible and will not be reviewed.

- Local Governments
- State Agencies
- Federal Agencies
- Private Sector Organizations

Permissible Uses

Applications may be submitted for the following activities:

- The development of urban trail linkages near homes and workplaces (this category includes trail linkages to schools, parks, and existing trails)
- Maintenance and restoration of existing recreational trails
- The restoration of areas damaged by usage of recreational trails and back country terrain
- The development of trailside and trailhead facilities that meet goals identified by the National Recreational Trails Advisory Committee. This includes trail components or associated facilities that serve the purpose and safe use of the recreational trail and may include, but are not limited to, the following: 1) Drainage, 2) Crossings, 3) Stabilization, 4) Parking, 5) Signage, 6) Controls, 7) Shelters, and 8) Water, Sanitary, and Access Facilities.
- The provision of features which facilitate the access and use of trails by persons with disabilities

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 54

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	5/4/2016
DATE:	5/2/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
BOE Garrett Elementary School	001-58100.498	0	5,000	5,000
Donation Revenue	001-40000.47701	(351,500)	(5,000)	(356,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(351,500)	0	(351,500)

JUSTIFICATION:

Budget for an appropriation to Montgomery County Garrett Elementary School for the "Leader in Me" program.



Montgomery
Chamber

BUILD ON

Imagine A Greater Montgomery

Update to the Montgomery County Commission

AGENDA

MAY - 2 2016

BUILD ON

The Chamber Mission

We **BUILD** a Greater Montgomery through comprehensive economic development work across all sectors:

- Corporate & Industrial Recruitment and Expansion
- Small and Minority Business Start-ups and Growth
- Military Mission Preservation and Advancement
- Destination Tourism, Conventions and Events
- Quality of Place Initiatives



Montgomery
Chamber
BUILD ON

The Chamber Mission

We **PARTNER**,
bringing The County, The City
and the Business Community
TOGETHER around
economic development priorities.
And as a result...
We **CREATE JOBS &**
A BETTER QUALITY OF LIFE.

BUILD ON



Montgomery
Chamber
BUILD ON

The Goals

Imagine a Greater Montgomery II, 2012-2016

- I Champion Education
& Develop Competitive Regional Talent
- II Strengthen & Diversify
the Regional Economy
- III Transform Montgomery's Image
& Quality of Place
- IV Embrace Diversity
& Build Leadership Capacity

BUILD ON



Montgomery
Chamber
BUILD ON

Montgomery job creation is competitive 2012-2015

METROPOLITAN AREA	NET NEW JOBS	GROWTH
Huntsville	15,000	7.3%
Birmingham	31,000	6.3%
Montgomery	8,700	5.3%
Mobile	6,800	4.0%
Source: US Bureau of Labor Statistics Nonfarm Employment, Jan 2012– Dec 2015		

BUILD ON



Montgomery
Chamber
BUILD ON

Manufacturing jobs grew 10.4%

Montgomery experienced strong gains in manufacturing 2012-2015

Mobile

12.4%

Montgomery 10.4%

Birmingham

2.2%

Huntsville

-0.9%

US Bureau of Labor Statistics Manufacturing Employment, Jan 2012 – Dec 2015, Montgomery Metro

BUILD ON



Montgomery
Chamber
BUILD ON

New & expanded industry announcements 2012-2015

5,292 New Jobs

\$1.2 Billion Capital Investment

18,000 Existing Jobs Preserved & Strengthened

23 New Companies

113 Expansions

January 2012 – December 2015; announced new and expanded industries; Montgomery Metro Area

BUILD ON



Montgomery County Announced New and Expanded Industries 2015

1,268 Total Jobs

- Ranked 3rd in State
- \$146.8 Million Total Capital Investment





Montgomery
Chamber
BUILD ON

A Winning Track Record

Montgomery County
ranked in the top 3
among Alabama's 67
counties for announcing
new and expanding
industry JOBS
**4 of the last 6
years**



Alabama Department of Commerce New & Expanding Industry Announcements, 2015 Report

BUILD ON



Montgomery
Chamber
BUILD ON

Growth trend continues

New & Expanding Industries 1st Quarter 2016

264 New Jobs

\$150.7 Million Capital Investment

4 New Companies

19 Expansions

January – April 2016; announced new and expanded industries; Montgomery County

BUILD ON

Corporate Development Pipeline 2016 YTD

65 Active Recruitment Projects

12,000 JOBS

\$2.2 Billion Capital Investment

Source: SalesForce 4.28.16

BUILD ON



Montgomery
Chamber

BUILD ON

Per Capita Income up 4%

2012-2014

METROPOLITAN AREA	2014 INCOME	GROWTH 2012-2014
Mobile	\$35,031	5.3%
Montgomery	\$39,215	4.0%
Birmingham	\$44,256	3.3%
Huntsville	\$43,059	2.0%
Source: U S Bureau of Economic Analysis		

BUILD ON



Montgomery
Chamber
BUILD ON

Cyber

Leveraging Montgomery's unique assets

DISA - Defense Information Systems Agency

26 Network Operations Squadron

CIE - Computer Integration Environment

Program Executive Office of Business Enterprise
Systems

Air Force Cyber College

BUILD ON



Montgomery
Chamber

BUILD ON

Montgomery Internet Exchange

**Aligns defense, public and private partners
to create Alabama's first Internet Exchange –
One of only Four in the Southeast**



BUILD ON



Leading in Hotel Occupancy

Metro City	Occupancy 2015	Increase 2015/2014	Occupancy YTD 2016 (Jan – Mar)
Montgomery	63.9%	5.1%	63.5%
Huntsville	61.2%	3.1%	62.1%
Birmingham	63.2%	4.1%	61.8%
Mobile	61.0%	3.5%	60.8%

Source: STR Report.



Montgomery
Chamber
BUILD ON

Growth Trend Continues

Montgomery Hotel Occupancy 2012-2015

	Occupancy Rate
2015	62.5%
2014	59.2%
2013	55.4%
2012	53.5%

Source: STR Report.

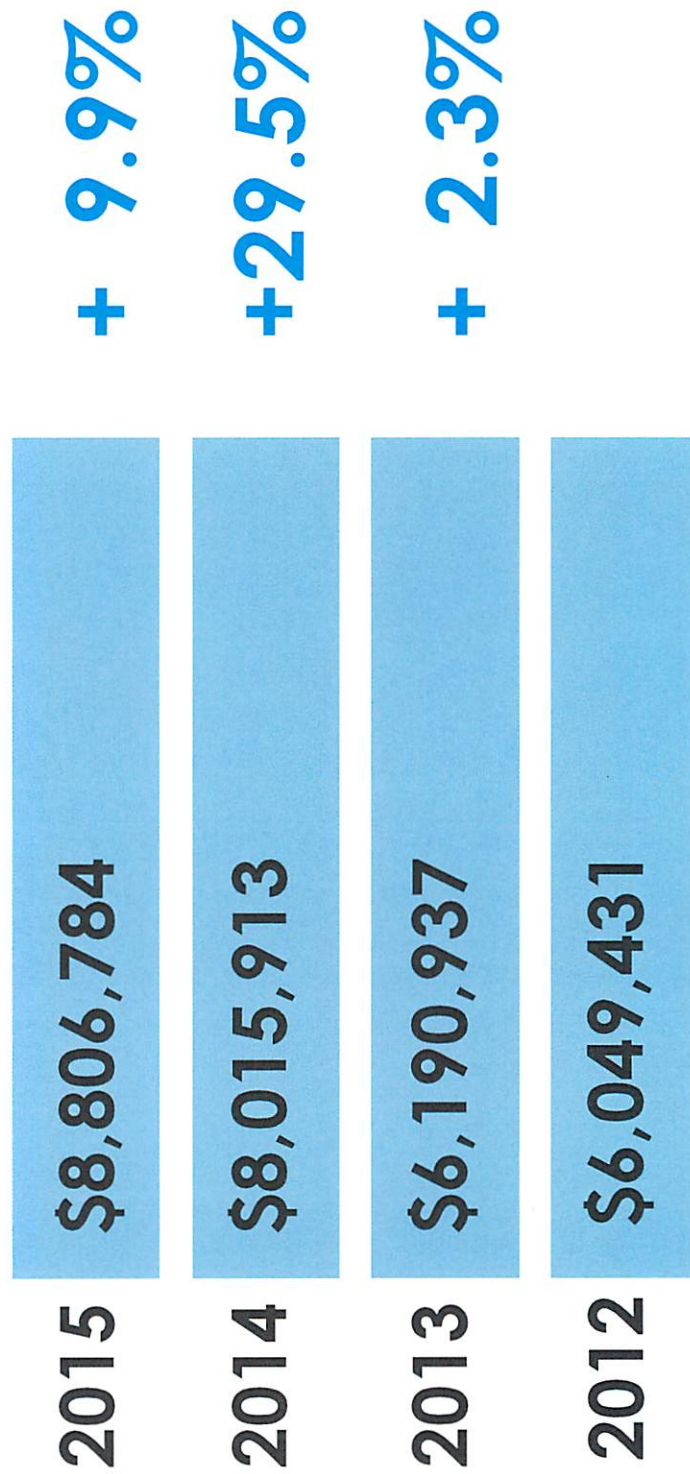
BUILD ON



Montgomery
Chamber
BUILD ON

Growth in lodgings tax collections

City FY Lodging Tax Receipts Trend



Source: City of Montgomery Finance Department

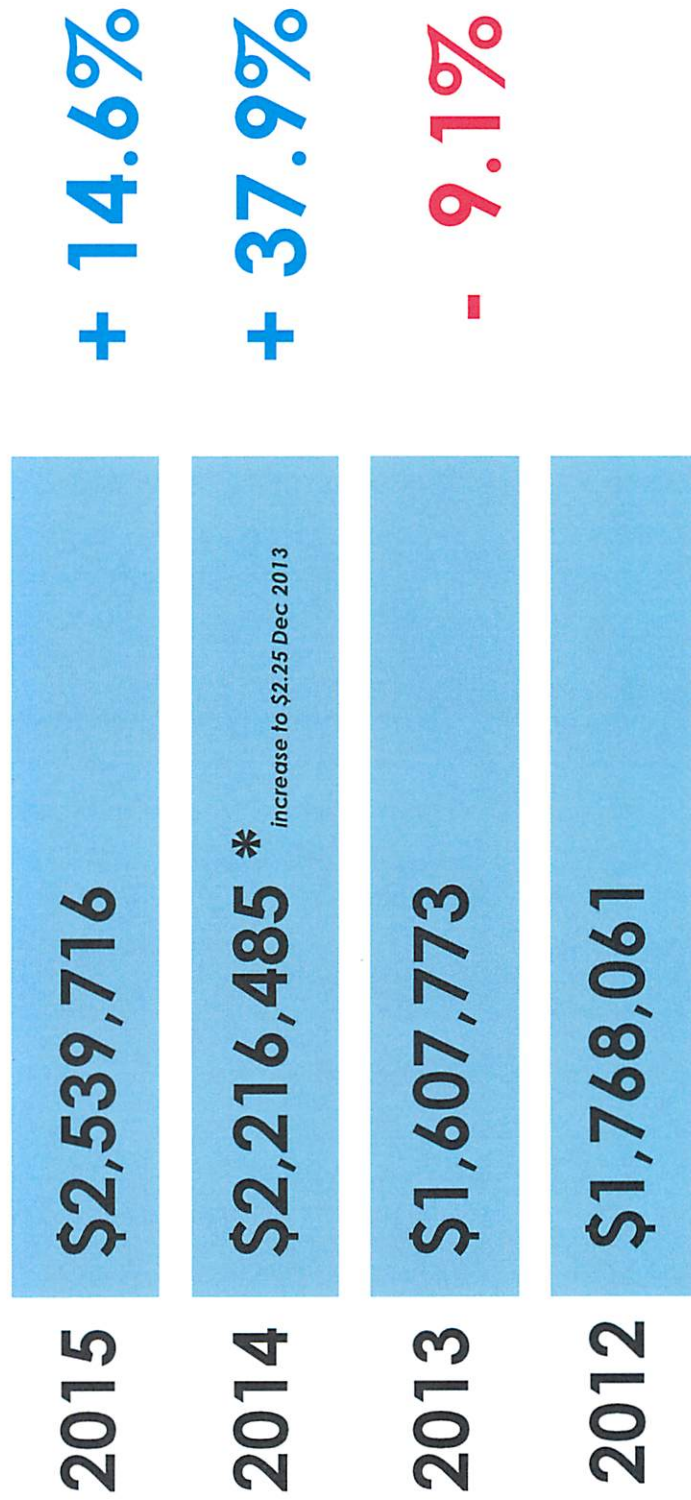
BUILD ON



Montgomery
Chamber
BUILD ON

Growth in lodgings tax collections

Montgomery County FY Lodgings Fee Receipts



Source: City of Montgomery Finance Department

BUILD ON



Montgomery
Chamber
BUILD ON

Tourism Economic Impact

**Visitors generate \$1.3 million in
revenue daily**

\$475 million generated annually

Source: Young Strategies and Alabama Department of Tourism.

BUILD ON



Tourism economic impact continues to soar

Meetings and Events Prospect Pipeline

Accounts	140
Attendees	111,911
Room Nights	73,631
Economic Impact	\$19,434,584



Montgomery
Chamber
BUILD ON

Focus on a Workforce Development Pipeline for Montgomery region

An unprecedented partnership formed to create the region's first viable Workforce Development Delivery System



Alabama Regional
Workforce
Councils/Region 7



TrenholmState
H. Council Trenholm State Technical College



MONTGOMERY
PUBLIC SCHOOLS



mpact



BUILD ON



Montgomery
Chamber
BUILD ON

Small & Minority-Owned Business Development

Incubation & Entrepreneurial program created 2,700 jobs;
\$100M total annual salaries and \$143M gross revenues

2,000+ entrepreneurs mentored, counseled, trained annually

240+ one-on-one visits with small/minority-owned businesses

240 visits to small & minority-owned businesses

Connecting businesses through procurement initiatives

BUILD ON



Montgomery
Chamber

BUILD ON

The Power of Partnership

BUILD ON

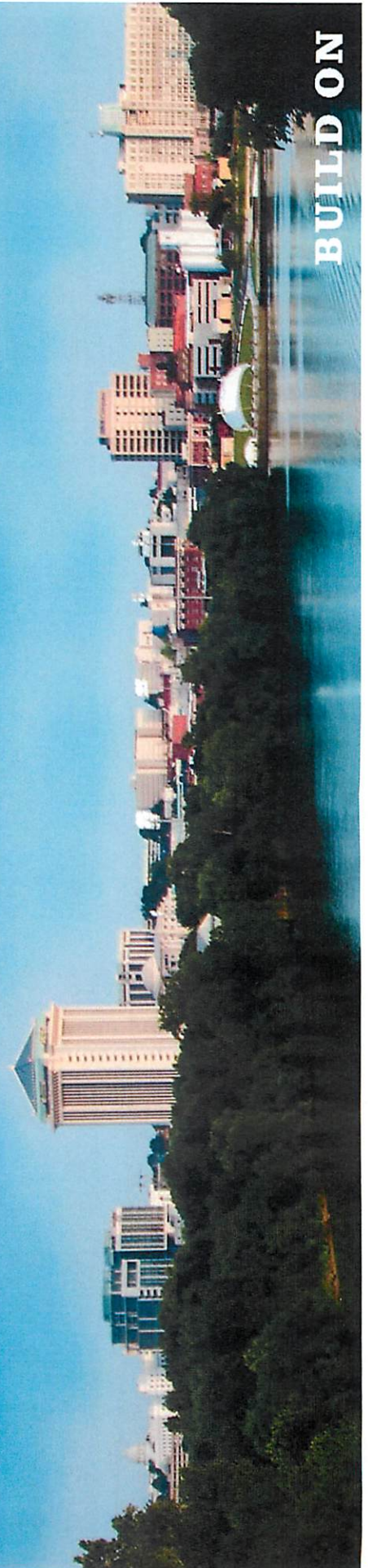




Montgomery
Chamber

BUILD ON

Imagine A Greater Montgomery



BUILD ON



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

MAY - 2 2016

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

April 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Derrick Cunningham 
Sheriff's Office

SUBJECT: Renovations of Sheriff's Offices on the First Floor of Annex I

On November 16, 2015, the County Commission agreed for me to work with PH&J Architects in developing final drawings and bid documents for the renovation of the dispatch center on the first floor of Annex I. They have completed preliminary drawings and I will be presenting these drawings to the County Commission on Monday.

After working with PH&J, it has been determined that it would be more cost efficient to renovate all of the Sheriff's offices on the first floor instead of just the dispatch area and we must replace the generator and uninterrupted power supply (UPS) that is shared jointly with Information Systems.

After we brief you regarding these renovations, I will be requesting authorization by the County Commission to work with PH&J in developing final drawings and bid documents for the renovation of the entire first floor of Annex I and replacement of the generator and uninterrupted power supply (UPS).

/tn

Attachment

25-1

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

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

Montgomery County Courthouse M/P Analysis

1208gvp

4/28/16

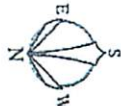
Annex 1 First Floor (Sheriff)

1st Floor Dispatch & Sheriff Operations	2,170,754
Generator for Dispatch & IT	210,000
UPS for Dispatch, IT & Comm	110,000
IT Allowance for Switches, Racks, etc.	50,000
Security Allowance	25,000
Furnishings & Equipment 18ws	75,000
Contingency/Allowance	52,815
Sub Total for Annex 1	2,693,569

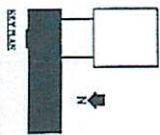
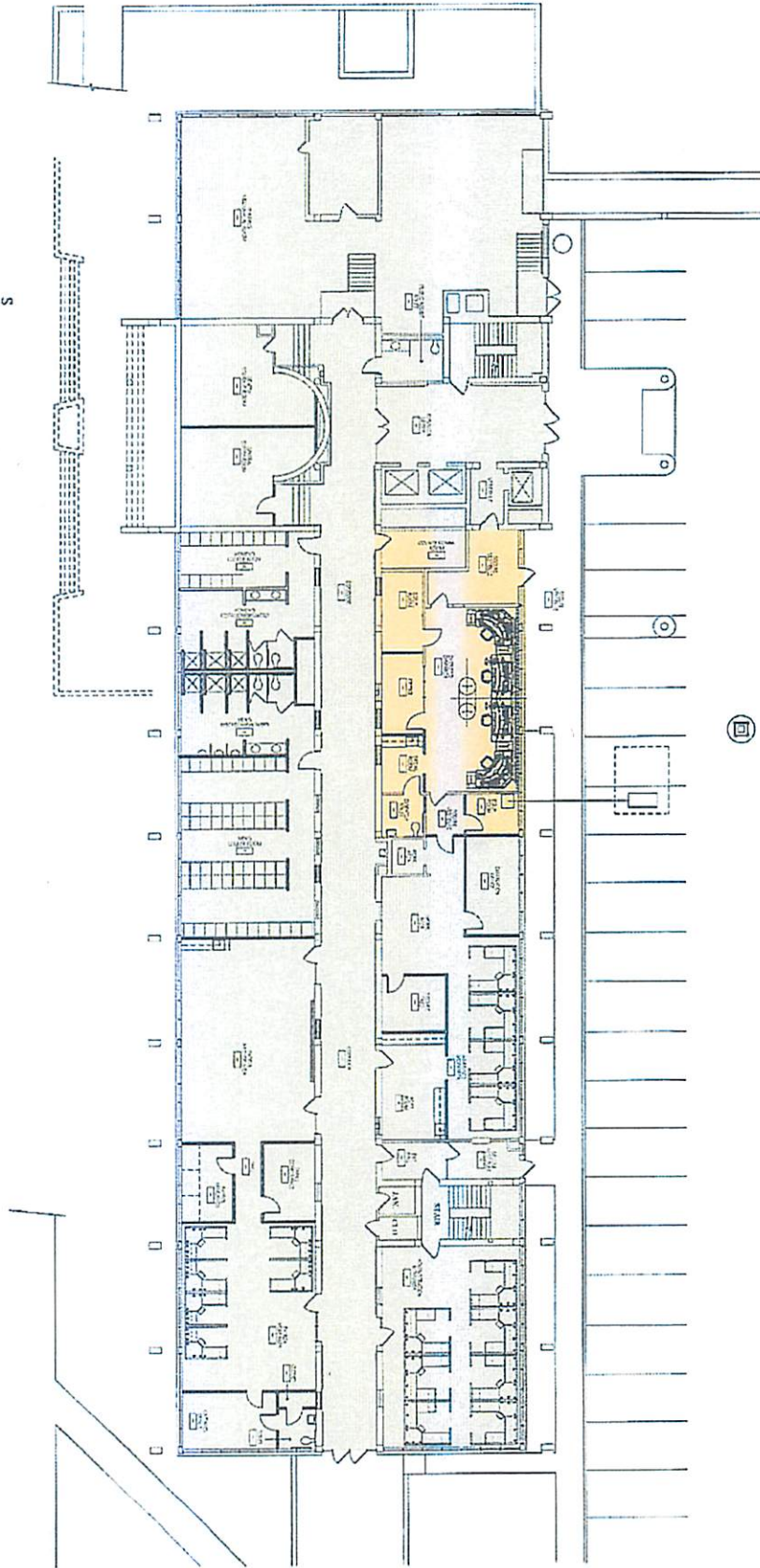
Annex 1 Second Floor (IT & Engineering)

2nd floor IT & Engineering	2,627,098
Mechanical Infrastructure	300,000
Elevator Renovation	602,000
IT Allowance for Switches, Racks, etc.	50,000
Security Allowance	45,000
Furnishings & Equipment	0
Contingency/Allowance	72,482
Sub Total for Annex 1	3,696,580

Project Total	6,390,149
---------------	-----------



SHERIFF'S FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



ANNEX 1

THE MONTGOMERY COUNTY
SHERIFF DISPATCH ANNEX 1
FOR THE
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



architects inc.
Montgomery, Alabama

25-3



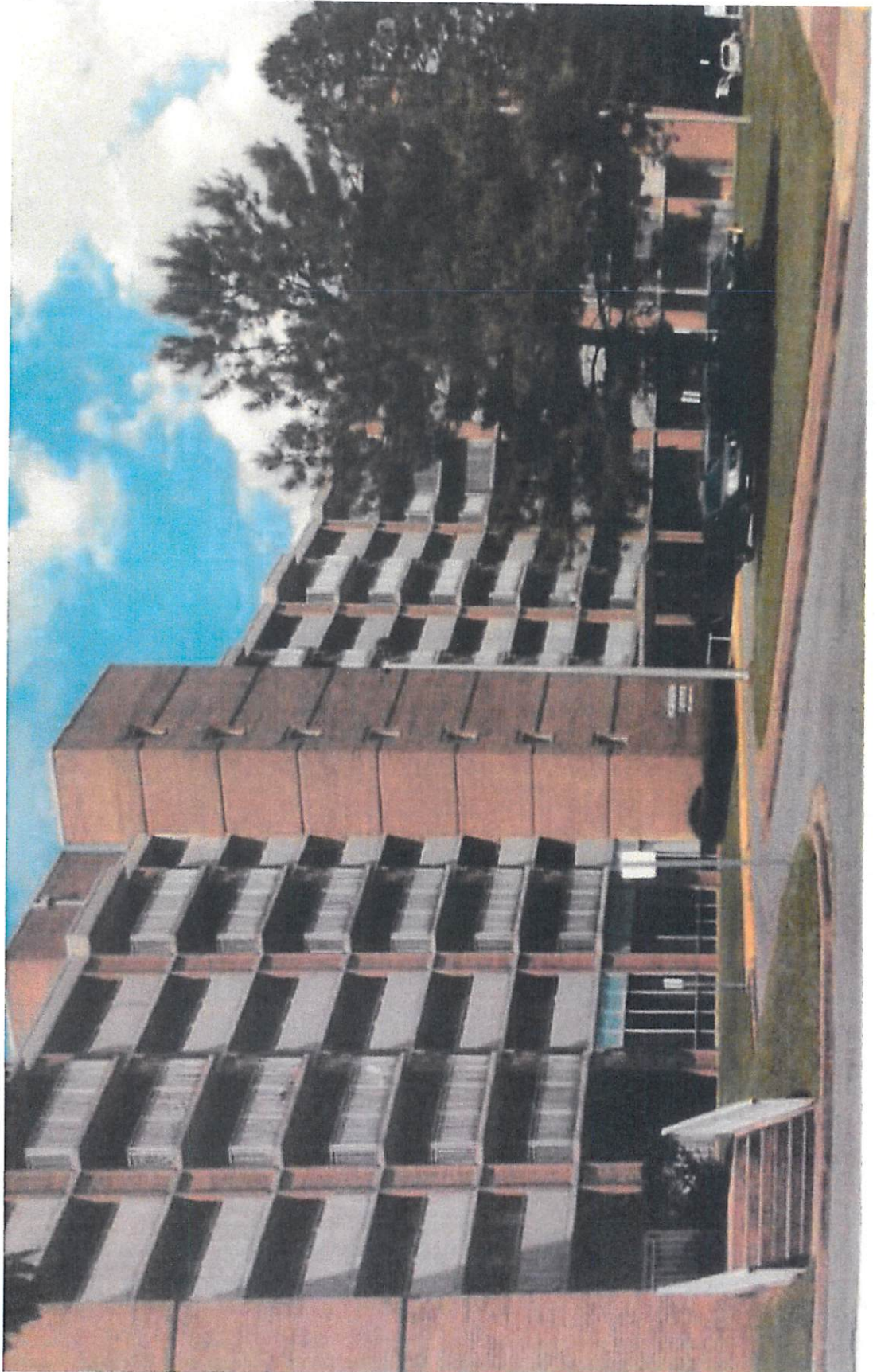
AGENDA

MAY - 2 2016



COMPLETED REDEVELOPMENT

Richardson Terrace - Before

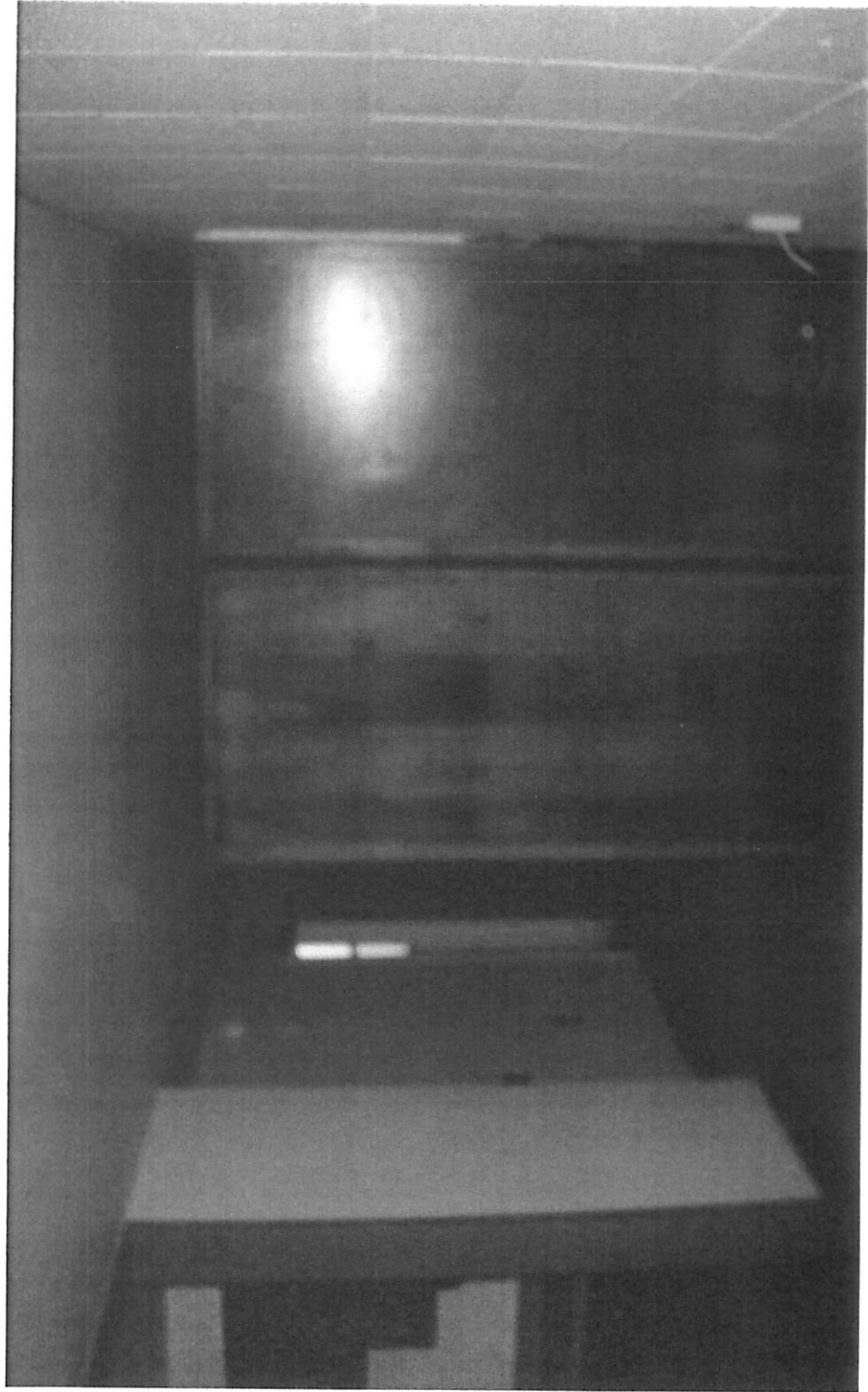


3

Richardson Terrace Interior-Before



Richardson Terrace Interior-Before



5

The Terrace

(formerly Richardson Terrace)



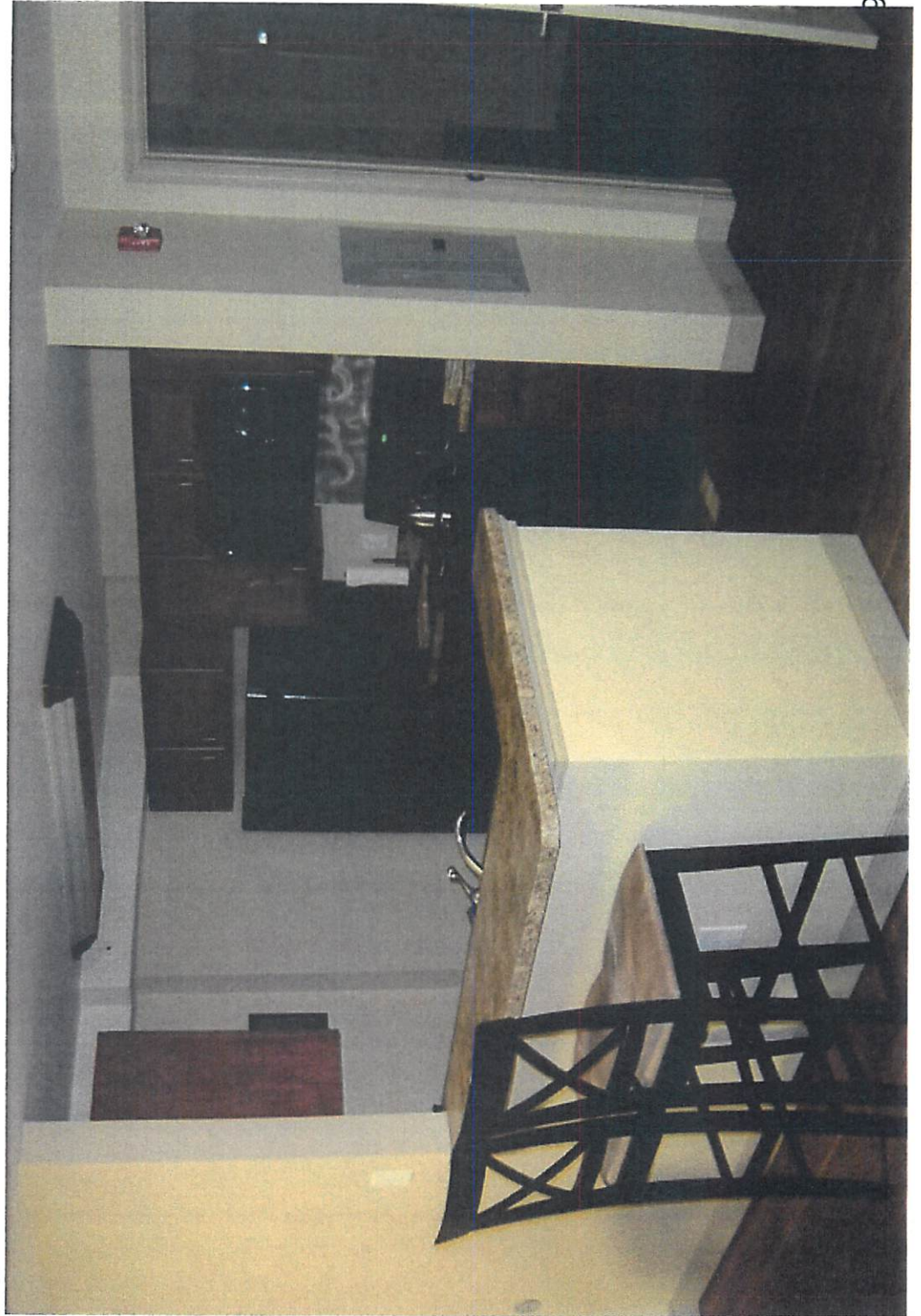
The Terrace Interior-After



The Terrace Interior-After

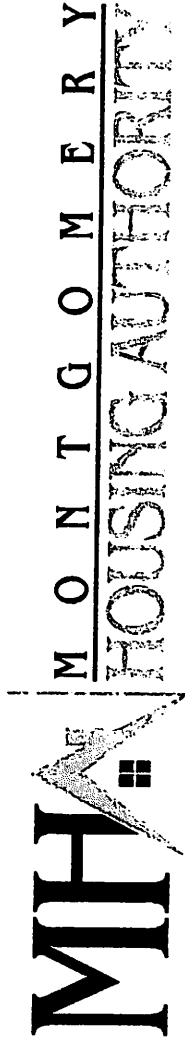


The Terrace Interior-After



The Terrace Amenities-After





CURRENT REDEVELOPMENT ACTIVITY

Tulane Court - Before



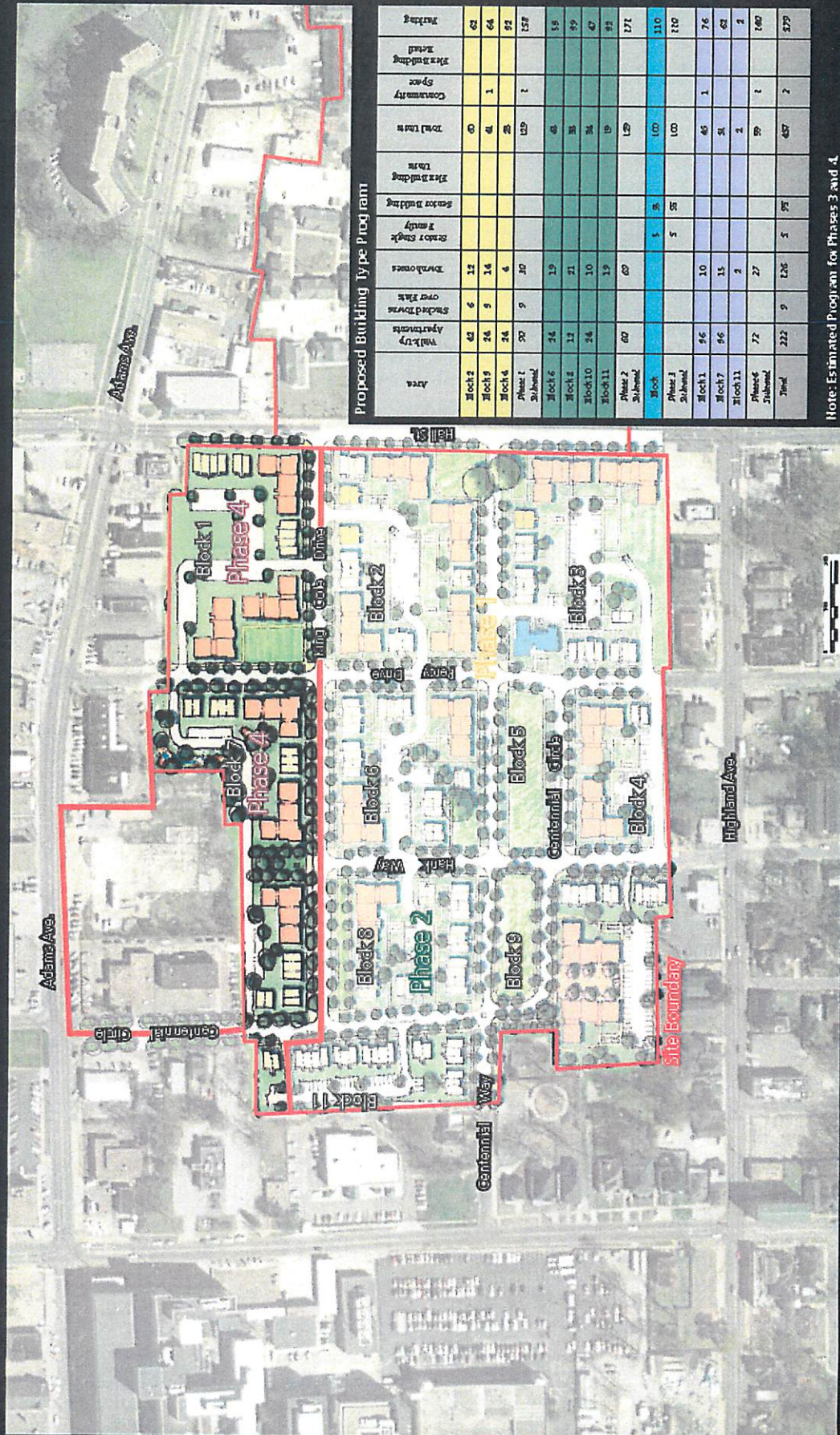
12

Tulane Gardens



The Plaza at Centennial Hill (formerly Tulane Court)

Master Site Plan



Proposed Building Type Program

Area	Multi-Unit Apartments	Stacked Towns over 3000	Rowhouse Condos	Single Family	Senior Housing	Flex Building	Total Units	Community Space	Flex Building	Flex Building
Block 1	42	6	12				60			60
Block 2	24	3	14				41	1		64
Block 3	24		4				28			92
Phase 1 Subtotal	90	9	30				129	1		130
Block 4	24		19				43			59
Block 5	12		21				33			59
Block 6	24		10				34			47
Block 7	12		19				31			52
Phase 2 Subtotal	60		69				129			171
Block 8				5	5		10			110
Phase 3 Subtotal				5	5		10			210
Block 9	46		10				56	1		76
Block 10	46		15				61			62
Block 11							1			1
Phase 4 Subtotal	72		27				99	1		200
Total	222	9	126	5	5		457	2		579

Note: Estimated Program for Phases 3 and 4.

© 2016 The Plaza at Centennial Hill, LLC. All rights reserved. All other trademarks and registered trademarks are the property of their respective owners.

Phase 4 Conceptual Site Plan - Option 5

DESIGNED BY: THE MICHAELS DEVELOPMENT COMPANY
FOR: THE MICHAELS DEVELOPMENT COMPANY

APPROVED: JUNE 25, 2016
APPROVED: JUNE 25, 2016
APPROVED: JUNE 25, 2016

THE PLAZA AT CENTENNIAL HILL

The Plaza at Centennial Hill

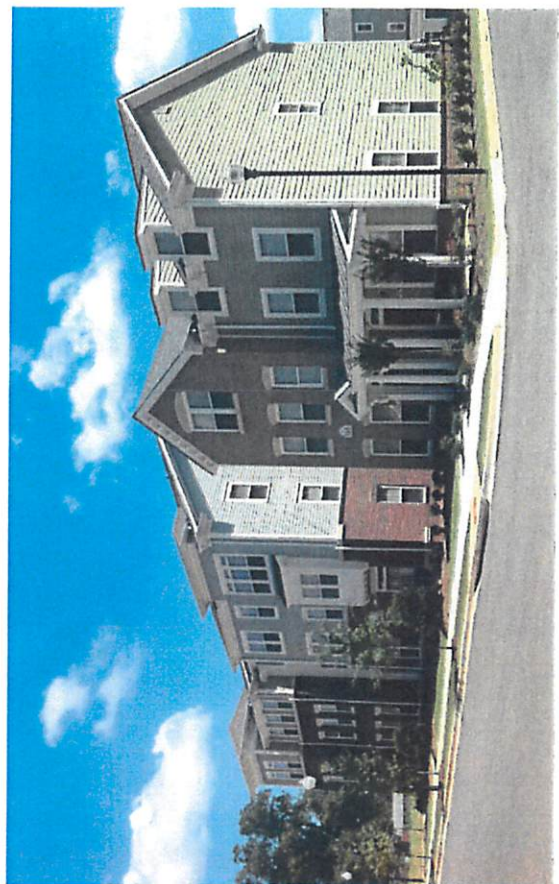


15

The Plaza Phase I



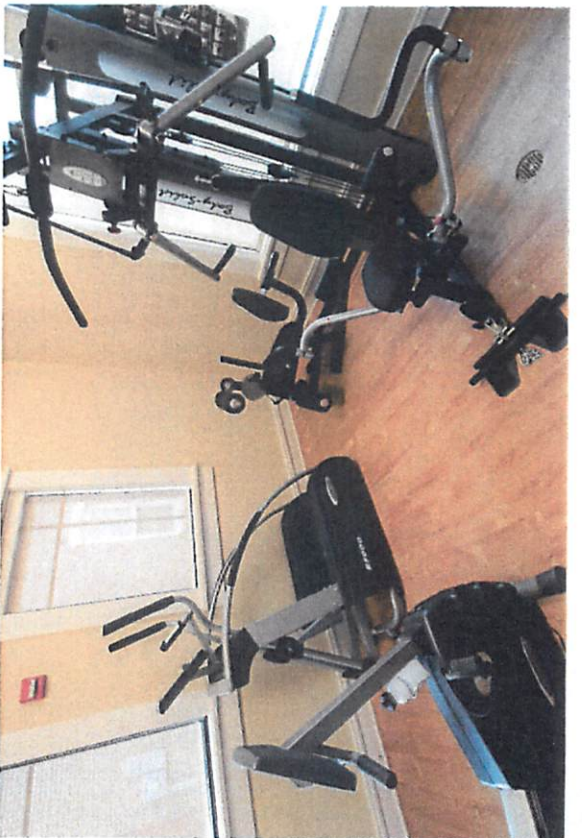
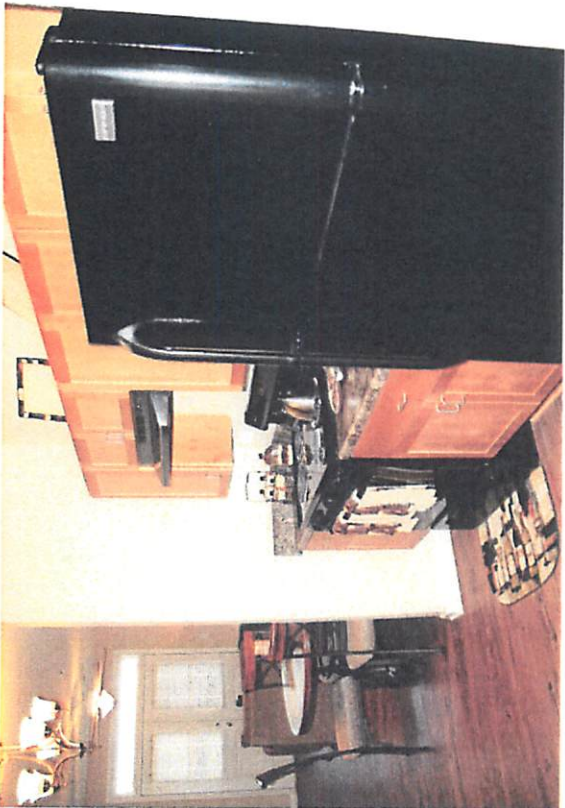
The Plaza Phase I



17



The Plaza Phase I

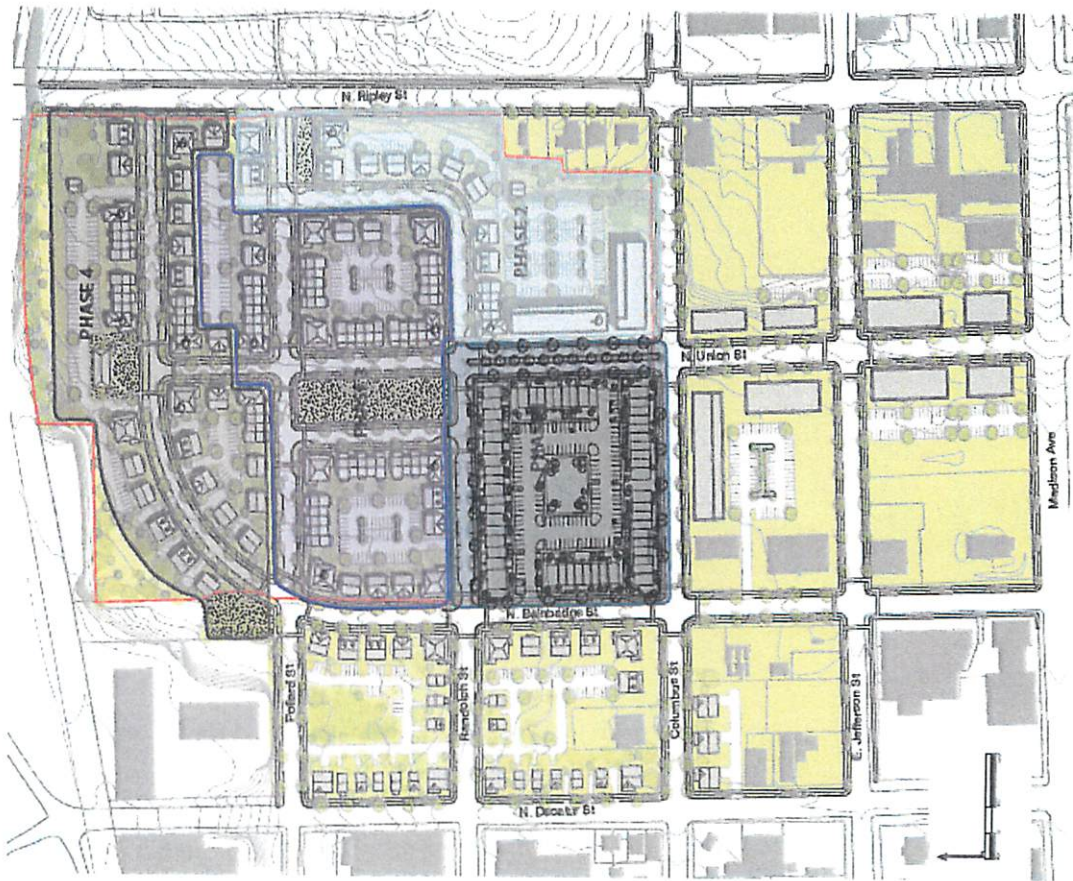


Trenholm Court - Before



Columbus Square (formerly Trenholm Court)

Master Site Plan



Residential Program

Duplex
Big House
Townhouse
Back-to-Back Walk-up Flats
Stacked Townhouse
Mixed Use
Community Center
Maintenance Garage
See McKean Ph 1 Plan for Program
A1 Building #

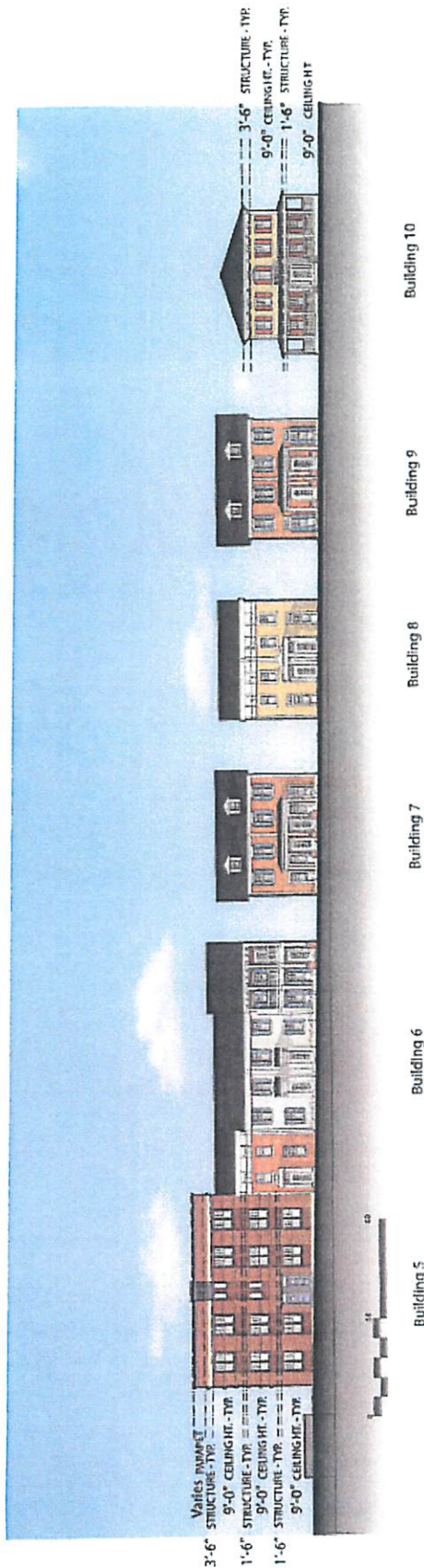


Site Plan Legend

- Property Boundary
- On-Site Proposed Development
- Accessible Unit
- Off-Site Future Potential Development
- Existing Structures
- Proposed Open Space
- Existing 2' Contours

Program Phasing

PHASE	1 Bedroom	%	2 Bedroom	%	3 Bedroom	%	TOTAL
1	24	30%	44	55%	12	15%	80
2	14	20%	46	66%	10	14%	70
3	2	3%	20	30%	48	67%	70
4	2	3%	20	30%	48	67%	70
Total	42	14%	130	45%	118	41%	290



Columbus Square

Redevelopment of former Trenholm Court



Cleveland Court - Before



140 units of Cleveland Court will be renovated including exterior and interior work.



Typical 10-unit residential housing building at Cleveland Court.



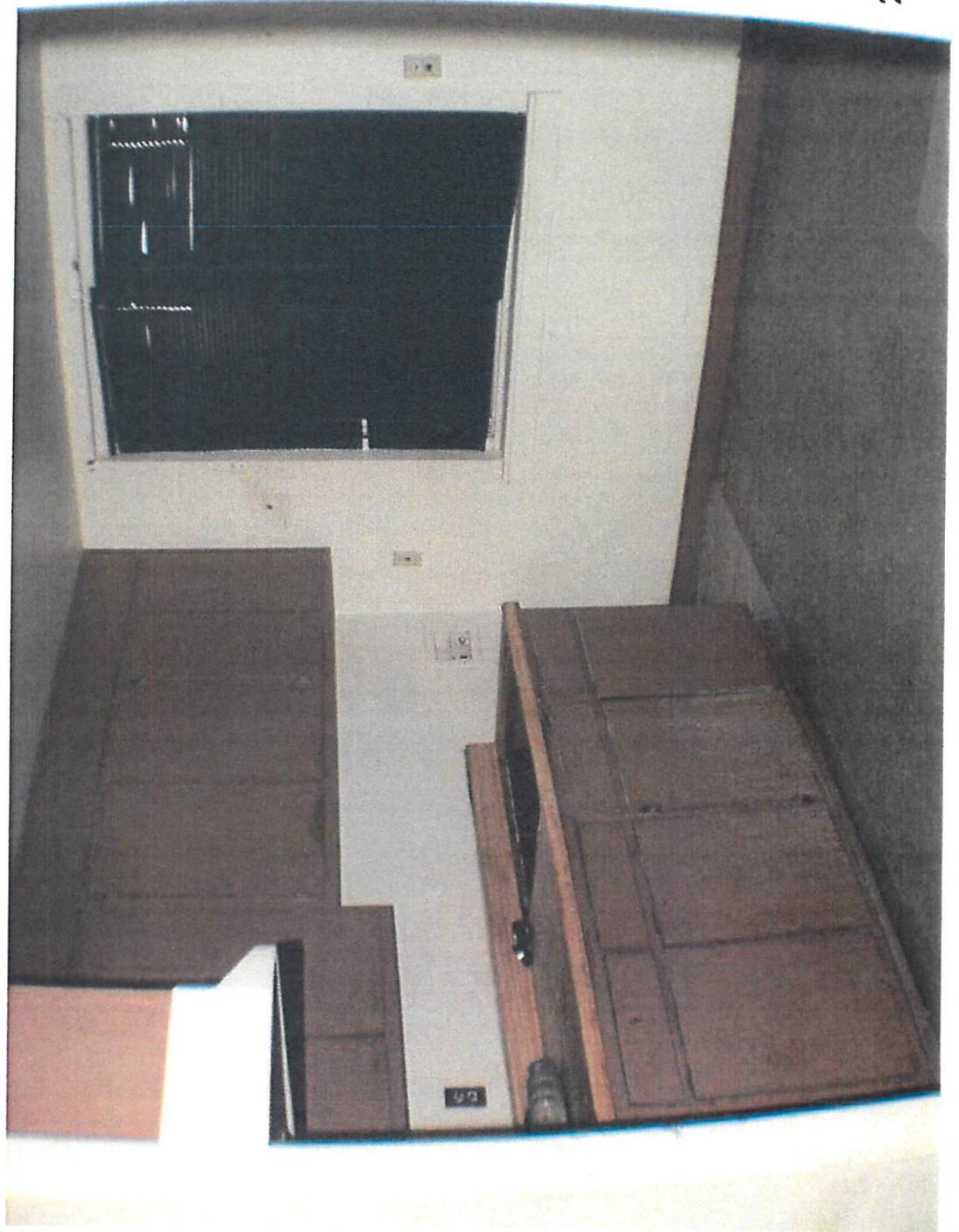
Cleveland Court - Before

Once the home of Mrs. Rosa Parks



23

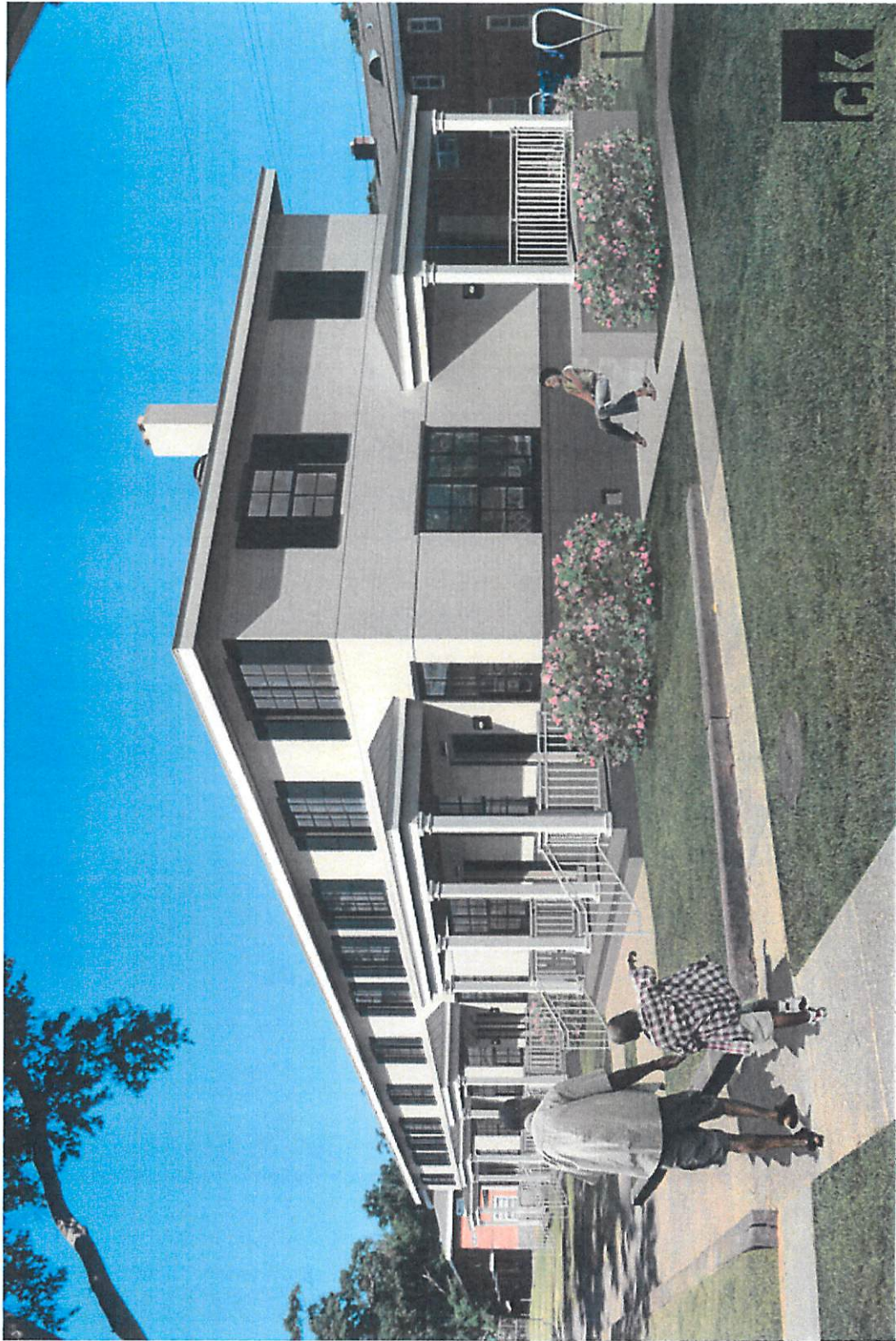
Cleveland Court Interior-Before



24

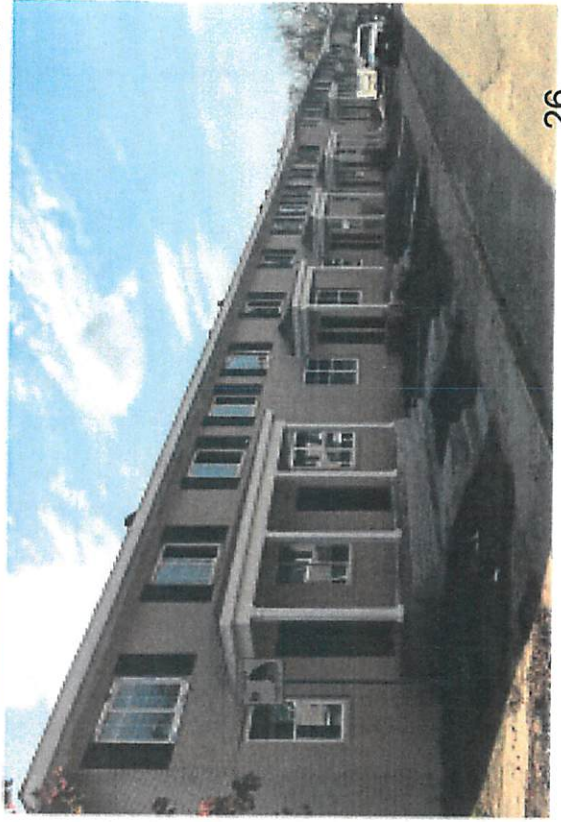
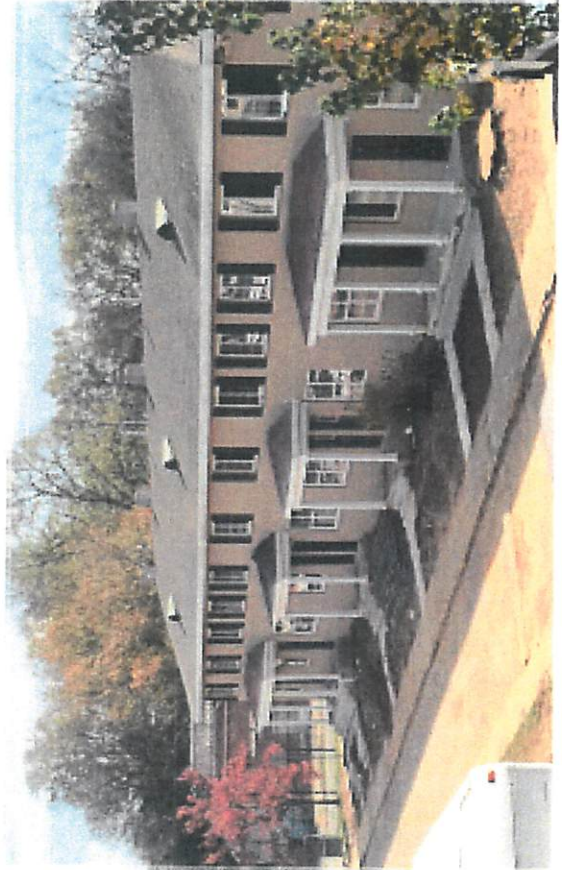
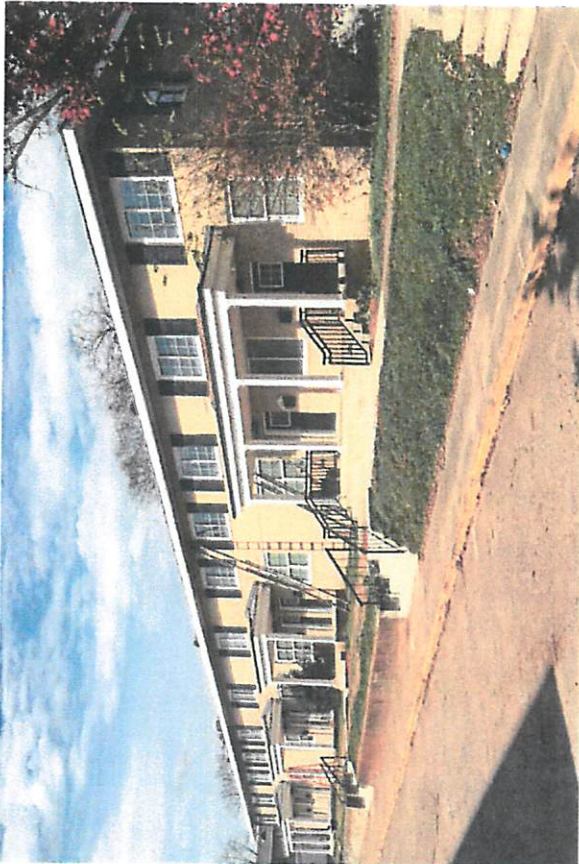
Parks Place

Formerly Cleveland Court



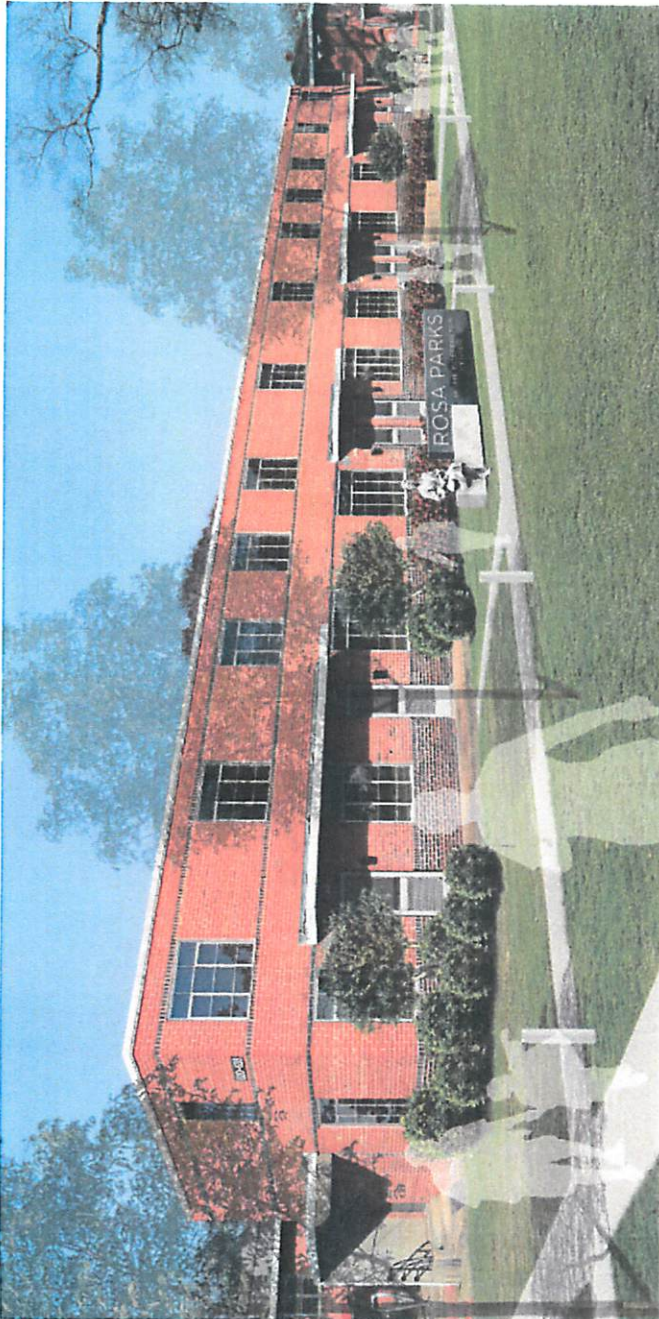
Parks Place – External Progress

Formerly Cleveland Court



26

Proposed Rosa Parks Home and Interpretive Center



Parks Place – Internal Progress

Formerly Cleveland Court



28

Parks Place – Internal Progress *Formerly Cleveland Court*



Parks Place – Internal Progress *Formerly Cleveland Court*



30



FUTURE, PROPOSED DEVELOPMENT

Proposed (off-site) Elderly Housing



MID RISE
725 USF

32

Proposed (off-site) Elderly Housing



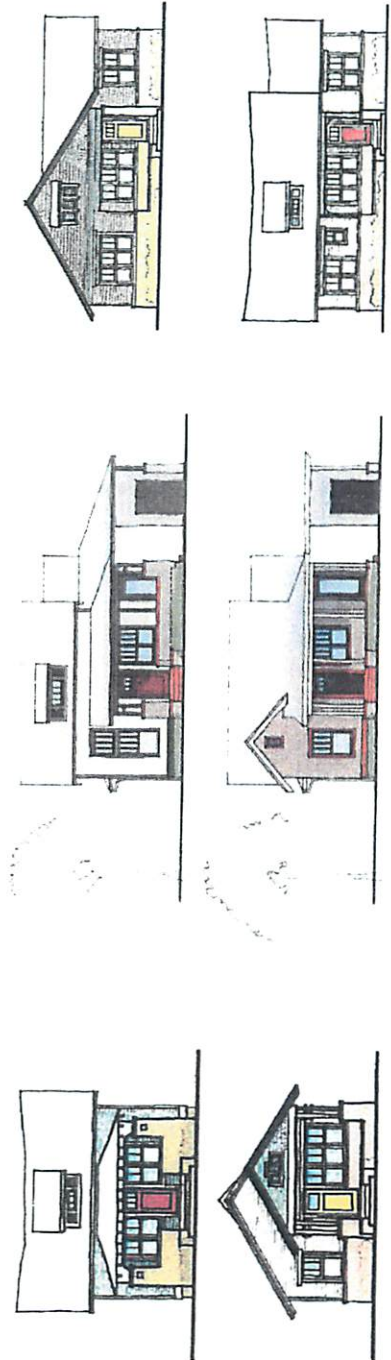
Cottages

Centennial Hill Historic Area

Proposed In-Fill Housing



- Seven - 3 bedroom single-family homes, of approximately 1300 sf.
- Projected Total Cost: \$1 million





EXISTING PROPERTIES

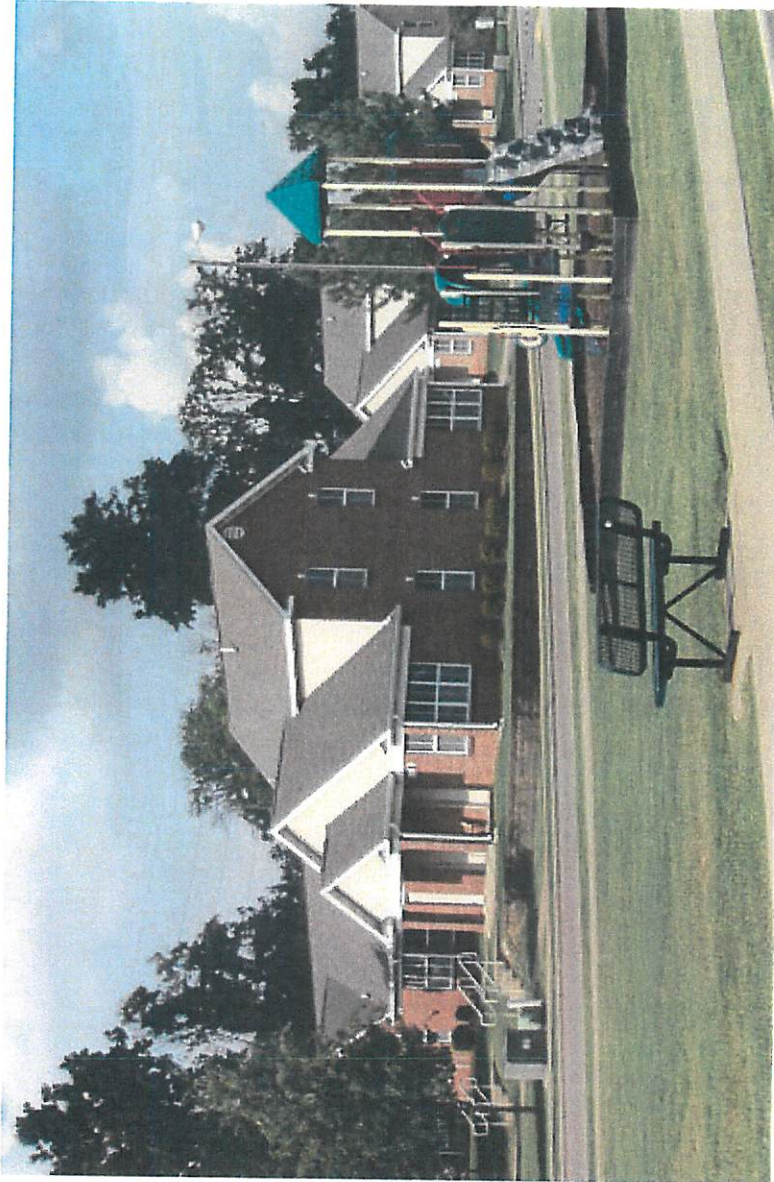
GIBBS VILLAGE - EAST



GIBBS VILLAGE - WEST



TULANE GARDENS



PATERSON COURT



SMILEY COURT



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210

FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

MAY - 2 2016

April 27, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Jones Road Repair

In the attached legal opinion, County Attorney Gallion addresses the expenditure of public funds on a private road with regard to repairs of Jones Road, as requested by Michelle Croskey at an earlier Commission meeting.

Mr. Gallion will be available to discuss his opinion in greater detail at the next Commission meeting.

T-76

MEMORANDUM**April 20, 2016**

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Jones Road

I have reviewed the request from residences on Jones Road to repair a water main on this road.

This road is a private road and the law is clear that public funds cannot be expended on private property.

Under Section 94 of the Alabama Constitution of 1901, as amended by Amendment 112, counties are prohibited from performing work on private property or from providing labor and materials to private individuals.

I understand in speaking to George Speake that the County has 15" pipe that the County cannot use that the County could give to these people. However, I suggest they pay a nominal amount (\$10) in order to comply with the law by purchasing the pipe.

The question has been raised over the years, can a private road become a public road? The answer is yes, if the following procedures are followed:

- (1) All of the residents of said road have to sign a petition to be presented to the County Commission;
- (2) The road has to qualify as an ingress and egress and not just a drive way for a few houses;
- (3) If the road qualifies then the residents have to pay for the improvements (paving, etc.) and also the road has to meet County road specifications;

(4) There are exceptions if there is a school, church, or other qualified 401(c) non-profit entities located on the road that public monies can be donated to these qualified entities; and

(5) There are various government programs that may qualify for grant money, but they are difficult to obtain.

Wherefore, based on the above, the only thing the County can do is give and/or sell a 15" pipe that the County can no longer use to the Jones Road residences. No work can be done by the County on this private road.

50051-317

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 16, 2016, at 8:00 in the morning.

Donald Z. Minna

Administrator

Elton M. Hearsh

Chairman