

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 5, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 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.

Chairman Dean thanked Mrs. Henry for providing cars signs with the County's Bicentennial logo that were displayed on the Grand Marshal's car in the Old Cloverdale Association's 42nd annual Independence Day parade. Vice Chairman Harris pointed out that a portion of Old Cloverdale is also in his district and would like to have participated in the parade.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

Administrator Mims reminded the Commission that the Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 1, 2016, at their office.

DISCUSSION BY THE COMMISSION

Chairman Dean requested an \$8,000 miscellaneous appropriation from his account to Montgomery Community Action Agency for community service programs.

Chairman Dean and Vice Chairman Harris requested a \$625 miscellaneous appropriation from each of their accounts to the City of Montgomery to be used by BONDS to support Gladlane-Gay Meadows-Clubview Neighborhood Association with funding to promote the Community Enhancement and Beautification Programs/Projects and for the "National Night Out" Event.

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

Vice Chairman stated that he wants the Commission to move forward with identifying and hiring a person to implement the County's Minority Business initiative. Deputy Administrator Cauthen stated that she would provide later in the meeting a proposed document identifying required qualifications and experience of person to implement the Minority Business Initiative.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers briefed the Commission regarding Position Fill Requests for Customer Service Clerk (CO0016), Position Number 750016051, Customer Service Clerk (CO0016), Position Number 750016058, and Customer Service Clerk (CO0016), Position Number 750016066. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Mr. Flowers presented Budget Change Request Number 8 from Judge of Probate. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5ATL (#2) (FY2015 - \$22,932). After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham presented a Professional Services Agreement with the City of Auburn for law enforcement services at major sporting events and/or special events and related Mutual Aid Agreement, subject to review by County Attorney. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding Travel/Training Request Number 51 concerning Leadership Montgomery Legacy Class for Sherri Taylor. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham presented Position Fill Requests for Deputy Sheriff Trainee (CO0430)/ Deputy Sheriff (CO0431), Position Number 078 and Deputy Sheriff – Part-Time, (CO0431-PT), Position Number 6. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding Budget Change Request Number 2 from Emergency Management Communications District Board. After discussion, the Commission agreed to place this item on the next agenda and would present it to the Emergency Management Communications District Board at their next meeting.

PRESENTATION BY PARKS AND RECREATION SUPERINTENDENT JAMES WILLIAMS

Parks and Recreation Superintendent James Williams briefed the Commission regarding a Mid-South Resource Conservation & Development Council, Inc., Grant Application concerning outdoor, adult fitness equipment for Flatwood Park and Community Center. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Alabama Department of Transportation regarding Resurfacing Moore Road from SR-94 to US-231, Project No. STPNU-5115(250), MCP 51-78-16, CPMS Ref. #100065619 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake presented Budget Change Request Number 10 from the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

Also, he advised that Assistant Engineer, James Kelley, had arranged for ALDOT's Southeast Region Engineer, George H. Conner, to come and meet with the Commission during the Information Session concerning the previous request for a traffic signal on U.S. 80 at Wares Ferry Road and Pike Road. At a prior meeting, ALDOT had rejected this request for a traffic signal. Mr. Speake explained that, at the meeting, Mr. Conner gave a detailed presentation outlining several reasons why ALDOT was opposed to the traffic signal, but he did agree that ALDOT was willing to work in harmony with the County in efforts to make some other types of safety improvements to this intersection. Bishop Jimmy Lee Sawyer was also present during this ALDOT meeting and voiced his concerns to Mr. Conner.

Additionally, Chairman Dean inquired as to the status of maintaining the ditches in Selbrook Subdivision as was discussed at the previous Commission Meeting. Deputy Administrator Cauthen advised that plats in this subdivision were being researched to determine legal responsibilities associated with the easements for these drainage ditches.

PRESENTATION BY EXECUTIVE DIRECTOR KENT CRENSHAW AND EVENT CHAIRPERSON CAROLYNE THORNE WITH INDEPENDENT RIGHTS & RESOURCES (FORMERLY THE MONTGOMERY CENTER FOR INDEPENDENT LIVING)

Executive Director Kent Crenshaw and Event Chairperson Carolyn Thorne with Independent Rights & Resources (formerly The Montgomery Center for Independent Living) briefed the Commission regarding the program and requested funding. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections briefed the Commission regarding a Professional Services Contract with Terez Fuller for the E.V.E.N. Program. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland briefed the Commission regarding Insolvents, Errors and Taxes in Litigation for 2015 and Uncollected Insolvents and Taxes in Litigation for Previous

Year(s) and related Resolution. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley requested authorization to hire an Appraiser III at Pay Grade A10, Step 7 (\$68,089). After discussion, the Commission agreed to place this item on the next agenda.

Mr. Henley briefed the Commission regarding Travel/Training Request Number 14 concerning Leadership Montgomery Legacy Class for Calvin Johnson. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY ADMINISTRATIVE OFFICER RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Officer Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Position Fill Request for Senior Administrative Assistant, Position Number 400019013. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Cape presented Budget Change Request Number 4 from the District Attorney's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding a Position Fill Request for Retired RSA Employee from the Board of Registrars. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery City/County Public Library Board. The Commission agreed to discuss an appointment for the vacant position at the next meeting.

Commissioner Williams requested that a comprehensive list of all boards to which the Commission makes appointments be provided to each commissioner.

Administrator Mims noted that Vice Chairman has a conflict on the second meeting date in September.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 2 to Contract with Advanced Disposal regarding garbage collection service (Alabama Cooperative Extension Service at 5340 Atlanta Highway), Contract Number 51901-15B-022. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a State of Alabama Contract T190 Rental Agreement concerning copiers with Sharp Electronics Corporation. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to the lowest bidder, concerning Montgomery County Park grounds maintenance, Bid Number 51901-16B-024. She explained that the bid will open on July 12, 2016, but needs to be placed on the agenda for July 18, 2016. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding authorization to recognize and deny a Claim filed by Ky'ann Cogman. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding authorization to recognize and deny Claim filed by Catherine Leonard. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of Professional Dues for County Administrator. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 2 from County Commission and Budget Change Request Number 4 from the Personnel Department. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims briefed the Commission regarding Travel/Training Request Number 34 concerning Leadership Montgomery Legacy Class for Commissioner Ronda M. Walker. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen requested authorization to hire a General Services Director at Pay Grade 13, Step 3 (\$80,458). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an email from Board of Directors President Toby Roth with Bridge Builders Alabama requesting to meet with the Commission regarding funding. After discussion, the Commission agreed for Mr. Roth to meet with them at the July 18, 2016, meeting.

Administrator Mims presented information regarding My Brother's Keeper President's Challenge provided by Karen Jones who spoke during the Public Comment portion at the last Commission meeting. No action was taken.

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

Administrator Mims reminded the Commission of a previous request for funding regarding the 2016 World Fire Fighter Combat Challenge. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$35,000 on the next agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Reverend Cromwell Handy of Dexter Avenue King Memorial Baptist Church at the request of Chairman Dean.

The Pledge of Allegiance was led by Grants Manager Regina Walker with the Montgomery County Sheriff's Office at the request of Chairman Dean.

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 Tyrone C. Means and County Engineer George C. Speake.

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of June 20, 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 Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

MONTGOMERY CITY/COUNTY PUBLIC LIBRARY BOARD – APPROVED BOARD MEMBER REAPPOINTMENT

Administrator Mims presented the following memorandum:

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery City-County Public Library Board Reappointment

The terms of Amy Knudsen and Thomas McPherson have expired as board members of the Montgomery City-County Public Library Board of Trustees. Ms. Knudsen has expressed her desire to be reappointed. Mr. McPherson does not desire to be reappointed.

The Montgomery County Commission, at its meeting on June 20, 2016, agreed to place the reappointment of Amy Knudsen on the next agenda.

I am requesting that the Commission consider approval of this reappointment for a term expiring June 1, 2020.

The Commission agreed to discuss the vacant position at the next meeting.

Attachment

End of Memorandum

Commissioner Hall made a motion to reappoint Amy Knudsen with a term expiring June 1, 2020. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Pages 1-2 and 1-3, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED FRANCHISE RESOLUTION AND APPROVED FRANCHISE AGREEMENT AUTHORIZING CABLE OR OTHER VIDEO SERVICES WITH TROY CABLEVISION, INC.

Administrator Mims presented the following memorandum:

June 30, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Adoption of Franchise Resolution and Approval of Franchise Agreement with Troy Cablevision, Inc.

During the County Commission meeting on June 6, 2016, General Manager/CFO Jake Cowen with Troy Cablevision, Inc., informed the Commission that they are expanding their network in phases to provide service for Montgomery County and requested approval of a Cable Franchise Agreement. Chief Information and Technology Officer Lou Ialacci explained that he had spoken with Troy Cablevision, Inc., regarding the Agreement and the use of two strands of fiber at no charge.

Subsequent to this meeting, Mr. Ialacci negotiated with Troy Cablevision, Inc., the terms of the Franchise Agreement. Attached is a memo from Mr. Ialacci in which he states “The Franchise Agreement will follow basically the same as the Mon-Cre Telephone Cooperative Franchise Agreement. The two changes Troy agreed to are for a 5% fee on the video gross revenues and the Franchise Agreement will terminate at the same time as the Mon-Cre Franchise Agreement – January 31, 2028. This is the best agreement that I could negotiate within the time constraints on this transaction. I recommend the County accept the terms of this request subject to the review of the County Attorney.”

On June 30, 2016, County Attorney Thomas T. Gallion, III, issued an opinion concerning the Franchise Agreement with Troy Cablevision, Inc., in which he states “It is my opinion that the County should adopt the proposed Resolution and enter into the Agreement with Troy Cable. However, the County needs to work on a comprehensive package that would encompass all present and future cable franchise agreements. **The County has to make sure that the fees charged are the same for every franchisee.** Also, the County needs to make sure that no company is able to create an illegal monopoly that would violate FCC rules and regulations and any other laws governing same.”

Based upon the memo from Mr. Ialacci and the modification recommended by County Attorney Gallion, I am requesting that the County Commission adopt the Franchise Resolution and Franchise Agreement authorizing cable or other video services with Troy Cablevision, Inc., at a 3% Franchise Fee.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memoranda, Resolution and Franchise Agreement, Agenda Pages 2-3 through 2-10, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN MONTGOMERY COUNTY COMMISSION DISTRICT FIVE REPRESENTED BY COUNTY COMMISSIONER ANDREW HALL

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: Attached Declaration of precinct assignment by County Commission

DATE: June 10, 2016

Attached is the Declaration of Precinct/Polling location reassignment for Precinct 509.

The current polling location for Precinct 509, the Pike Road Volunteer Fire department, is unwilling to continue as a polling location, and is unsuitable to continue as a polling location due to a lack of parking.

Woodland UMC has been identified as a suitable replacement for the polling location of Precinct 509. The Church has agreed to be a polling location and has been inspected and approved by Scott Kramer, Risk Assessor, and the Office of the Probate Judge.

End of Memorandum

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 3-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING WITH
THE TOWN OF PIKE ROAD AND THE MONTGOMERY ELECTION CENTER
REGARDING CONDUCT OF REGULAR MUNICIPAL ELECTION – AUGUST 23, 2016

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: Attached contractual agreement between the Montgomery Election Center and the Town of Pike Road

DATE: June 10, 2016

Attached is the contractual agreement between the Town of Pike Road and the Montgomery Election Center. It has been approved by the Town of Pike Road and the Probate Judges Office. It requires the signature of the Commission Chairman, Elton Dean.

End of Memorandum

Commissioner Williams made a motion to approve the Memorandum of Understanding. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memoranda, Memorandum of Understanding, and Attorney Gallion's Opinion, Agenda Pages 4-2 through 4-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH THE STATE OF ALABAMA
DEPARTMENT OF EXAMINERS OF PUBLIC ACCOUNTS REGARDING
REIMBURSEMENT OF COSTS ASSOCIATED WITH THE ANNUAL AUDIT OF
FEDERAL FINANCIAL ASSISTANCE RECEIVED BY MONTGOMERY COUNTY

Administrator Mims presented the following memorandum:

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County

The Montgomery County Commission, at its meeting on June 20, 2016, agreed to place on the next agenda an Agreement with the State of Alabama Department of Examiners of Public Accounts regarding reimbursement of costs associated with the annual Audit of Federal Financial Assistance received by Montgomery County.

I am requesting that the Commission approve this Agreement.

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. (Copies of Letter and Agreement, Agenda Pages 5-2 through 5-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MONTGOMERY COUNTY COMMISSION
BACKGROUND CONSUMER REPORT POLICY

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

June 28, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Consider Authorization Montgomery County Background Consumer Report Policy

At the last Commission meeting on 6/20/16, I discussed a new policy concerning background screening reports for new employees. This policy proposes that before a potential employee is hired, they will have to pass a background check. The background checks will vary based on the job description. The different categories of background checks will be based on whether they drive, have exposure with minors, or handle money. Otherwise the focus will be a criminal background check in the past seven years which is industry standard.

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

Cc: Florence Cauthen, Deputy Administrator

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Policy, Attorney Gallion's Opinion, and Memorandum, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AGREEMENT WITH EMPLOYMENT SCREENING
SERVICES, INC., REGARDING BACKGROUND SCREENING FOR POTENTIAL
COUNTY EMPLOYEES

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

June 28, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Consider Authorization of Agreement with Employment Screening Services, Inc.,
Regarding Background Screening for Potential County Employees

At the last Commission meeting on 6/20/16, I discussed the adoption of a new policy concerning background reports on potential new employees. Relative to this policy I discussed an Agreement with Employment Screening Services, Inc. to administer the policy. I recommend this company based on their experience and user friendly application.

Attached is a copy of the proposed Agreement with Employment Screening Services, Inc.

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

Cc: Florence Cauthen, Deputy Administrator

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. (Copies of Memoranda, Agreement, Letter, Email, and Attorney Gallion's Opinion, Agenda Pages 7-2 through 7-20, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED APPLICATION FOR LOUNGE RETAIL LIQUOR-
CLASS I LICENSE FROM APPLICANT KINGS BAR AND GRILL LLC FOR KINGS BAR
AND GRILL, LOCATED AT 14716 TROY HIGHWAY, MATHEWS, ALABAMA 36052

Administrator Mims presented the following memorandum:

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Alcohol License Application from Applicant Kings Bar and Grill, LLC

The Montgomery County Commission, at its meeting on June 20, 2016, agreed to place on the next agenda an Alcohol License Application for Lounge Retail Liquor – Class I License from Applicant Kings Bar and Grill, LLC, located at 14716 Troy Highway, Mathews, AL 36052.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the Alcohol License Application from Applicant Kings Bar and Grill, LLC. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris and Commissioner Hall voted in favor of the motion. Commissioner Walker voted in opposition. Commissioner Williams abstained from the vote and the motion carried. (Copies of Memorandum, Application, Map, and Public Notice, Agenda Pages 8-2 through 8-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

July 5, 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:

C-2016-71: Alabama Shakespeare Festival, for Educational Programs - \$2,000;
(Walker)

C-2016-72: Vision of Grace, Transition Home, for Assisting Homeless Families -
\$500; (Williams)

NC-2016-118: BOE, Sidney Lanier High School, for Dragon Boat Race & Festival -
\$500; (Williams)

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:

- C-2016-73: Montgomery Community Action Agency, for Community Service Programs - \$8,000; (Dean)
- NC-2016-119: City of Montgomery, to be used by BONDS to Support Gladlane-Gay Meadows-Clubview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects and for the “National Night Out” Event - \$1,250; (Dean-\$625 and Harris-\$625)
- NC-2016-120: City of Montgomery, to be used by BONDS to Support Carriage Hills, Neighborhood Association, for the “National Night Out” Event - \$1,000; (Harris)
- NC-2016-121: City of Montgomery, to be used by BONDS to Support Eastbrook-Morningview Neighborhood Association, for the “National Night Out” Event - \$300; (Walker)
- NC-2016-122: City of Montgomery, to be used by BONDS to Support County Downs Homeowners’ Association, for the “National Night Out” Event - \$300; (Walker)
- NC-2016-123: City of Montgomery, to be used by BONDS to Support Forest Hills Neighborhood Association, for the “National Night Out” Event - \$300; (Walker)
- NC-2016-124: City of Montgomery, to be used by BONDS to Support Lee Oaks Neighborhood Association, for the “National Night Out” Event - \$300; (Walker)
- NC-2016-125: City of Montgomery, to be used by BONDS to Support Carol Villa Civic Association, for the “National Night Out” Event - \$300; (Walker)
- NC-2016-126: City of Montgomery, to be used by BONDS to Support Nixon/Times Neighborhood Association, for the “National Night Out” Event - \$250; (Williams)
- NC-2016-127: City of Montgomery, to be used by BONDS to Support Three Points Neighborhood Association, for the “National Night Out” Event - \$250; (Williams)

NC-2016-128: City of Montgomery, to be used by BONDS to Support Brookview Estates Neighborhood Association, for the “National Night Out” Event - \$250; (Williams)

NC-2016-129: City of Montgomery Parks and Recreation Department, for Hayneville Road Community Center for Senior Citizens Program - \$600; (Dean)

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

COUNTY COMMISSION – APPROVED BID AWARD TO LIBERTY DESIGN & CONSTRUCTION OF MONTGOMERY ALABAMA, REGARDING CONSTRUCTION OF ADA PARKING SPACES AT ANNEX III

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

June 30, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Authorization of Bid Award to Liberty Design & Construction of Montgomery Alabama, regarding Construction of ADA Parking Spaces at Annex III

President Mike Rutland with JMR+H Architecture, PC, made a presentation at the June 6, 2016 County Commission meeting regarding modification of existing Lawrence Street parking at Annex III. The architect recommended award of Base Bid to the lowest responsible bidder which was Liberty Design & Construction of Montgomery, Alabama, whose low bid totaled \$68,200. He did not recommend accepting Alternate Number 1 which was for a decorative guardrail.

I am requesting that the County Commission award the bid to Liberty Design & Construction of Montgomery, Alabama and authorize Notice to Proceed.

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. (Copies of Letters,

Tabulation of Bids, and Map, Agenda Pages 10-2 through 10-7, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (6)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Detention Facility	Request Number 1
2. Engineering Department	Request Number 8
3. Engineering Department	Request Number 9
4. Recreation Board	Request Number 1
5. Sheriff's Office	Request Number 3
6. Youth Facility	Request Number 5

Commissioner Hall made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 11-1 through 11-6, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 65 FOR \$50,000 TO ONE PLACE FAMILY JUSTICE CENTER FOR FUNDING 50% OF THE FY2017 SALARY AND BENEFITS FOR THE FAMILY JUSTICE CENTER DIRECTOR

Administrator Mims requested approval of Budget Change Request Number 65, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams 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.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 66 FOR \$10,000 TO MONTGOMERY CITY/COUNTY LIBRARY FOR REPLACEMENT OF THE HVAC UNIT AT THE PINTLALA BRANCH LIBRARY

Administrator Mims requested approval of Budget Change Request Number 66, County Commission Appropriations.

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Request, Memorandum, and Email, Agenda Pages 13-1 through 13-3, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 67 FOR \$5,000 TO THE SECOND CHANCE FOUNDATION FOR
COUNSELING SERVICES AND ACADEMIC REMEDIATION FOR AT-RISK CHILDREN

Administrator Mims requested approval of Budget Change Request Number 67, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Budget Change Request and Memorandum, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 68 FOR \$5,000 TO MONTGOMERY DRAGON BOAT RACE AND
FESTIVAL, INC., FOR 2016 MONTGOMERY DRAGON BOAT FESTIVAL

Administrator Mims requested approval of Budget Change Request Number 68, County Commission Appropriations.

Commissioner Walker 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 15-1 and 15-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CORRECTIONS
OFFICER TRAINEE (CO0419)/CORRECTIONS OFFICER (CO0420), POSITION NUMBER
221

Administrator Mims presented the following memorandum:

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on June 20, 2016, agreed to place on the next agenda a Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 221, from the Detention Facility.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris 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 16-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 33
2. Sheriff's Office	Request Numbers 49 and 50
3. Engineering Department	Request Numbers 6, 9, and 10
4. Appraisal Department	Request Numbers 13 and 15
5. Personnel Department	Request Numbers 20-23

Commissioner Walker 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 17-1 through 17-12, are attached to these Minutes.)

WAIVE RULES

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

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS

Administrator Mims presented the following memorandum from the Montgomery County Probate Office:

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Re: Request to wave rules and fill existing positions numbered 750016058, 750016066, 750016051, (Customer Service Clerks)

The Montgomery County Probate Court is requesting that the Commission wave rules to fill 3 vacant Customer Service Clerk positions. The positions are currently in our budget and are necessary for the successful operation of our office.

End of Memorandum

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

COMMENTS BY COMMISSIONERS AND ATTENDEES

Mr. Carmine A. Roberto, a citizen of Montgomery County for 30 years, commended the County Engineering department regarding the resurfacing of three roads in his neighborhood. He explained that the site of a former convenience store on Woodley Road has become a drive-by illegal dump site. The lot has been vacant for 10 to 12 years. He informed the Commission that former Commissioner Reed Ingram put up a sign warning that a fine would be enforced if anyone disposed of trash on the property. Mr. Roberto stated that the sign was torn down within two weeks. He said that he has called several times and left messages for Commissioner Hall but received no call back. He explained that the City's change of the trash pick-up days from every Saturday to the first and third Saturdays has made this situation worse. He suggested that removal of the asphalt the full width of the right-of-way would make the site less accessible and deter illegal dumping. He mentioned that another illegal dump site is located on Trotman Road. Commissioner Hall apologized to Mr. Roberto for not returning his calls and told him that he has been out of the Country for three weeks. He explained that this situation is happening all over the County and that the Commission has no authority in these types of situations. He said that the County provides dumpster sites free of charge to the public, but some residents do not choose to utilize them. He told Mr. Roberto that he will work with the County Engineer to see if the County has the authority to remove the asphalt on the right-of-way and what the cost will be. Commissioner Hall thanked Mr. Roberto for coming to the meeting, and Mr. Roberto thanked the Commission for their time.

Grants Manager Regina Walker with the Montgomery County Sheriff's Office spoke about the success of the two week Youth Fishing Conservation Class in which 35 kids from the Flatwood and Warrior Hill communities participated. She said that several volunteers taught the young people how to fish. She thanked Montgomery County Parks and Recreation staff James Williams and Craig Payne for their work in making this possible. Ms. Walker stated the Montgomery County Sheriff's Office will apply for a grant to Mid-South RC & D Council to help fund next year's class, which will expand to include a nature wild life part and take place during the months of June and July. She thanked the Commission for helping make this possible.

Susan Reeves, a member on the Habitat for Humanity Board of Directors for six years, thanked the Commission for their prior support. She explained that fundraising is slow during the summer months and that Habitat for Humanity is selling 300 tickets at a \$100 each for a chance to win a one week stay in a new home in Seagrove, Florida. She said that Habitat for Humanity helps provide secure housing to improve the quality of life for those in need and is a worthwhile project. Chairman Dean thanked her for the work that Habitat for Humanity does.

Commissioner Hall thanked the department heads and employees for their dedication to their job.

Commissioner Williams told the audience good morning and wished everyone a cool summer. Chairman Dean told the audience good morning and informed them that the Commission is working on zoning laws within the unincorporated areas of Montgomery County to help rectify situations such as illegal dumping. He stated that the Commission does not have "Home Rule," which would allow the Commission to exercise certain powers for the protection of the County and the citizens that they represent.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY DIRECTOR OF PLANNING ROBERT SMITH WITH THE CITY OF MONTGOMERY

Director of Planning Robert Smith with the City of Montgomery briefed the Commission regarding a Memorandum of Understanding between Cities of Millbrook, Montgomery, and Prattville, the Counties of Autauga, Elmore and Montgomery and Maxwell Air Force Base for Zoning and Land Use Change Notifications. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Smith also briefed the Commission on a Joint Land Use Study being conducted for Maxwell Air Force Base.

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 briefed the Commission regarding Subgrant Agreement Weatherization Program, Grant Number DOE-028-16. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Commissioner Hall made a motion to go into the Executive Session. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner, openly giving their individual vote.

Administrator Mims noted that Chairman Dean, Vice Chairman Harris, Commissioner Walker, Commissioner Williams and Commissioner Hall were present and stated that the Commission would reconvene to the Information Session in approximately 15 minutes. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Pages 19-1 and 19-2, are attached to these minutes)

RECESS TO INFORMATION SESSION

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

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY SOUTHEAST REGION ENGINEER GEORGE H. CONNER WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Southeast Region Engineer George H. Conner with the Alabama Department of Transportation briefed the Commission regarding the intersection of Alabama Highway 126 and Wares Ferry Road. Bishop Jimmy Lee Sawyer was also present. Mr. Conner explained that a traffic light will not solve the issues at that intersection. Mr. Conner suggested that improved turn lanes may be the best option at this time. Engineering and ALDOT will work together to develop a site plan for modification of the turn lanes and County Engineer George Speake will report back at the next meeting.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry shared pictures of activities from the Montgomery County Parks and Recreation summer programs for youth and the ribbon cutting of the new Probate/Revenue Commissioner south office opening.

Ms. Henry reminded the Commission that the Montgomery Area Chamber of Commerce will make an Industrial Announcement at 9:00 a.m., Tuesday, July 12, 2016, at the Montgomery Industrial Park.

Ms. Henry reviewed the calendar of upcoming events, including budget hearings on Wednesday, July 20, 2016.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen circulated a draft document identifying required qualifications and experience of person to implement the Minority Business Initiative.

ADJOURNMENT

Vice Chairman Harris made a motion to adjourn the meeting of the Montgomery County Commission on July 5, 2016, at 11:15 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 6-24-16

Check Number	To	Check Number
261672		261721
Total Checks Paid		\$378,391.23

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

AGENDA

JUL - 5 2016

7-5-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-24-16

Check Number	To	Check Number
261723		261810
Total Checks Paid		\$882,769.84

CHECK #	PAYEE	AMOUNT	DATE
261722	Falls Facility Services, Inc.	\$ 11,594.08	6-23-16

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-1-16

Check Number	To	Check Number
261811		261880
Total Checks Paid		\$113,520.58

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

AGENDA

JUL - 5 2016

7-5-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-1-16

Check Number	To	Check Number
261881		261989
Total Checks Paid		\$555,491.64

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA

JUL -5 2016

CHECKS ARE DATED
6/24/16

Payroll Check Number	125702	To	Payroll Check Number	125779	\$ 54,948.09
Direct Deposits					\$ 857,615.44
Payroll Check Number	125780	To	Payroll Check Number	125806	\$ 254,972.72
Direct Deposits					\$ 392,666.23
Federal Deposits					\$ 328,403.85
Total Payroll Paid					\$ 1,888,606.33

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

**Montgomery City-County Public Library
Board of Trustees
2015 Directory**

*** Thomas McPherson**
County Appointment
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Phone W #264-7919 F #264-7917
Cell #202-5533
edrs@knology.net
Term Expires: June 1, 2016

Catherine Wright
County Appointment
3865 Colline Drive
Montgomery, AL 36106-3357
Phone W #420-4252 H #277-9956
Cell #315-6854
cwright@trenholmstate.edu
Term Expires: June 1, 2018

Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2019

Gary Burton
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2018

*** Amy Knudsen**
County Appointment
2926 Jamestown Drive
Montgomery, AL 36111-1211
Phone W #244-2587
Phone H #834-1808
Cell #549-5005
Amy.Knudsen@aronov.com
Term Expires: June 1, 2016

Katie Bell, Treasurer
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katieb@charter.net
Term Expires: June 1, 2016

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017

Jim Earnhardt, Vice President
City Appointment
4013 Meredith Drive
Montgomery, AL 36109-2344
Phone Cell #202-7154
jme@knology.net (H)
Term Expires: June 1, 2017

Courtney Williams
City Appointment
P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mcw@chlaw.com
Term Expires: September 21, 2016

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwall7@gmail.com
Term Expires: September 21, 2018

4/20/2015

1-2

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2017

Julia Henig, President
City Appointment
301 Brown Springs Road
Montgomery, AL 36117
Phone W #273-4405
Cell #451-5040
jhenig@baptistfirst.org
Term expires: June 21, 2019

Janice Franklin, Ph D
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2017

Chester Mallory
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
mary_mclemore@mindspring.com

Leslie Sanders
City Appointment
P.O. Box 160
Montgomery, AL 36101-0160
Phone W #832-3301
llsanders@southernco.com
Term expires: September 21, 2016

Vanzetta McPherson
President, Library Foundation
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Cell #462-6696
judgemcpherson@knology.net

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Vivian White, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
vwhite@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

4 year terms

Interoffice Memo

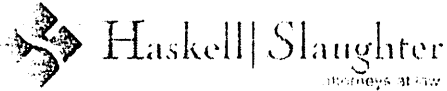
To: Florence Cauthen
From: Lou Ialacci
Cc:
Date: June 17, 2016
RE: Troy Cable Franchise Agreement

I have worked with Jake Cowen with Troy Cable on the terms for a Franchise Agreement (FA) between Montgomery County Commission and Troy Cable. The FA will follow basically the same as the Mon-Cre Telephone Cooperative FA. The two changes Troy agreed to are for a 5% fee on the video gross revenues and the FA will terminate at the same time as the Mon-Cre FA – January 31, 2028.

This is the best agreement that I could negotiate within the time constraints on this transaction. I recommend the County accept the terms of this request subject to the review of the County Attorney.

I do not feel that this is the optimum agreement the County should adopt for future requests for use of County right of ways. The installation of fiber optics and its many types of network uses by companies should be analyzed from a regulatory, legal, and business perspective and new FA developed and approved by the Commission.

Thank you



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t: 334 265 8573 | f: 334 264 7945

MEMORANDUM

June 30, 2016

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Troy Cable Franchise Agreement

I have previously reviewed the 49 page Cable Franchise Agreement with Houston County and Comcast of Alabama, LLC. I also reviewed similar documents with Baldwin County.

I have reviewed your email dated June 29, 2016. I have also reviewed the Franchise Agreement and Resolution regarding Troy Cable.

It is my opinion that the County should adopt the proposed Resolution and enter into the Agreement with Troy Cable. However, the County needs to work on a comprehensive package that would encompass all present and future cable franchise agreements. The County has to make sure that the fees charged are the same for every franchisee. Also, the County needs to make sure that no company is able to create an illegal monopoly that would violate FCC rules and regulations and any other laws governing same.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

RESOLUTION

BE IT RESOLVED, by the Montgomery County Commission ("MCC"), Montgomery County, Alabama that Troy Cablevision, Inc. ("Troy"), its subsidiaries, successors and assigns be and hereby are authorized to lay, construct, lease and/or operate a system for the provision of cable or other videos service, together with the rights to make, install, maintain, repair and replaces such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-ways and, subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that said Troy shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public roads; and further, that the consent hereby granted shall be on a non-exclusive basis. Troy shall pay MCC a fee equal to three percent (3%) of gross revenues received by it for basic cable television service (exclusive of connection charges and Premium Channel service), provided to Montgomery County subscribers which are outside of an incorporated municipality. Said payments shall be paid semi-annually for receipts received during each prior six months period for periods ending on January 1 and July 1 of each year and shall be paid within thirty days immediately following said dates. MCC shall have the rights to examine the books of Troy to certify the gross revenue.

Approved this 5th day of July, 2016.

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

FRANCHISE AGREEMENT

WITNESS THIS AGREEMENT by and between the **Montgomery County Commission**, a body corporate and political, hereinafter referred to as “County” and Troy Cablevision, Inc., hereinafter referred to as “Company”, its subsidiaries, successors and assigns, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

1. Scope. The Company desires to lay, construct, lease and/or operate a system for the provision of cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-way, and subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that the Company shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public road.

2. Rules, Regulations and Rates. Alabama state law and the rules, regulations and applicable rate schedules of the Company as may be required to be filed with and regulated by the Alabama Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and applicable rate schedules are subject to change during the term of this Contract as provided by law. In addition, the Company shall be in compliance with all Federal laws, rules and regulations as may be applicable.

3. Term. The term of this Contract applicable to each premises governed hereunder shall terminate on January 31, 2028, renewable at the option of both parties and negotiable at each renewal as to the percentage of gross revenue to be received by the County and as to such

other items identified by either party. Either party may terminate this Contract upon written notice to the other of such termination.

4. Service to Premises. County will not be responsible for any service to premises.

5. Payment. During the term of this Contract, Company will pay to the County a fee equal to three percent (3%) of gross revenue received by it for basic cable television service (exclusive of connection charges and Premium Channel service) provided to Montgomery County subscribers which are outside of an incorporated municipality. Said payments shall be paid semi-annually for receipts received during each six-month period for periods ending on January 1 and July 1 of each year and shall be paid within thirty days immediately following said dates. The County shall have the right to examine the books of the Company to verify the gross revenue.

6. Equipment. The Company, at its own expense, shall furnish its own equipment and material to lay, construct, lease, and/or operate a system for the provision of cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-way, and subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that the Company shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public road. Any damage to existing lines caused by the Company or its equipment will be the responsibility of the Company.

7. Documentation. On September 30th of each year, the Company shall file with the County Engineer correct maps and or plats of all existing installations that indicate the types of equipment and facilities installed or constructed, properly identified and described as to the type

of equipment and facility by appropriate symbols and marks and which shall include annotations of all public ways, streets roads, and conduit where the work was completed.

8. Dispute Resolution. If a dispute arises of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions or 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 and any applicable federal laws relating to this agreement between Montgomery County and the Company.

9. Assignment of Contract. The Company shall not assign this Contract without written consent of the County.

10. Remedies. In the event of default by the Company, the County may pursue any and all judicial and administrative remedies and relief available.

11. Hold Harmless Agreement.

(a) By acceptance of this franchise and right, the Company agrees that it shall indemnify, protect and hold harmless the County and its officers, agents and employees from any and all claims whatsoever, from liabilities, losses, costs, judgements, penalties, damages and expense, arising out of the its failure to perform any of the obligations of this franchise, including but not limited to, claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against the County, its officers, agents or employees, directly or indirectly, by reasons of the installation, operation or maintenance by

the Company of the Company's cable or video system.

(b) The Company shall maintain, and by its acceptance of this franchise, specifically agrees that it will provide throughout the term of this franchise, workmen's compensation insurance and liability insurance, by self-insurance or by a commercial policy, with regard to all damages mentioned in subsection (a) and (b) above in the minimum amount of:

1. General Liability Insurance – public liability including premises, products and complete operations.
 - a. Bodily injury liability:
\$500,000 each person
\$1,000.000 each occurrence
 - b. Property damage liability:
\$1,000.000 each occurrence, or
 - c. In lieu of (a) and (b) above, bodily injury and property damage combined - \$1,000.000 single limit.
2. Comprehensive – Automobile Liability Insurance, including owned, non-owned and hired vehicles.
 - a. Bodily injury liability:
\$500,000 each person
\$1,000.000 each occurrence
 - b. Property damage liability:
\$1,000.000 each occurrence, or
 - c. In lieu of (a) and (b) above, bodily injury and property damage combined - \$1,000.000 single limit.

12. Miscellaneous. This document and any document incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Agreement, except as provided in paragraph 2 and 8 above, shall be binding unless it is in writing and accepted by the County and the Company. This contract shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative, as of the effective date of July____, 2016.

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____

TROY CABLEVISION, INC.

By: _____

Title: _____

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

WHEREAS, *Code of Alabama 1975, §1762* provides that: "The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map and designate the precincts. The governing body of each county shall by resolution adopt the establishment and boundaries of each precinct"; and

WHEREAS, the polling place of Precinct 509 located at 3427 Wallahatchie Road in the offices of the Pike Road Volunteer Fire Department needs to be relocated as per the request of Pike Road Volunteer Fire Department and that the Woodland United Methodist Church has agreed to become the new polling location for Precinct 509 at their church located at 4428 Wallahatchie Road, Pike Road, AL 36063.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place of Precinct 509 from 3427 Wallahatchie Road to 4428 Wallahatchie Road effective July 6, 2016.

**We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 5th day of July, 2016.**

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Andrew D. Hall, Commissioner

Ronda M. Walker, Commissioner

Jiles Williams, Jr., Commissioner

TO: William Flowers
FROM: Christopher Turner 
RE: Pike Road Municipal Election
Date: June 6, 2016

The attached memorandums of understanding (2) define the relationship of the Montgomery County Election Center and the Town of Pike Road in regards to the scheduled August 23rd Municipal Election. Malcolm reviewed the memo before it was submitted to Pike Road. It was then reviewed and approved with no changes by Susan Copeland, lawyer for the Town of Pike Road. Mayor Stone has signed both copies.

Each copy now requires the signatures of Judge Reed and Chairman Dean. One copy will be returned to Pike Road. The other will remain on file at the Election Center.

**MEMORANDUM OF UNDERSTANDING
CONDUCT OF REGULAR MUNICIPAL ELECTION – AUGUST 23, 2016
TOWN OF PIKE ROAD, ALABAMA**

The Town of Pike Road, Alabama and Montgomery County, Alabama enter into this Memorandum of Understanding and agree to the following terms with respect to the conduct and administration of the Town's Municipal Election, to be held on Tuesday, August 23, 2016.

1. **Coordination of Official Actions** – The Town of Pike Road, by and through its government officers shall coordinate any official actions with respect to the conduct of the Municipal Election. This includes, but is not limited to, passage of Resolutions, posting of notices, and publication of notices as required by law.
2. **Qualifying of Candidates for Office** – The Town Clerk shall coordinate the qualifying of candidates to run for office in the Municipal Election. Any qualifications for office shall be determined by state law and affirmed by the governing body of the Town of Pike Road. Montgomery County nor any department thereof shall be responsible for advising on the qualifications or eligibility of any candidate or prospective candidate in the Municipal Election. Any dispute of eligibility of candidacy must be directed to the Town Clerk and adjudicated in a manner determined by the governing body of the Town.
3. **Coordination of Ballot Printing** – Once qualifying has closed, the Town Clerk shall certify a list of qualified candidates to the Assistant Director of Elections. This listing shall include the full name of the candidate as he or she wishes for it to appear on the Official Ballot and the office for which he or she has qualified. The certification of the Town Clerk shall also include the quantity of absentee ballots and precinct ballots that the Town wishes to have printed. Upon receipt of this certification, the Assistant Director of Elections shall coordinate with the County's election support vendor and obtain a proof of the Official Ballot and a quote for the cost of printing and delivery of the ballots, based on the quantities supplied by the Town Clerk. The Assistant Director of Elections shall coordinate with the Town Clerk on review and editing of the ballot proof. Once the ballot proof has been reviewed and edited, the Town Clerk shall certify to the Assistant Director of Elections that printing of the ballots may proceed. Printed ballots and other absentee and precinct supplies will be shipped to the Montgomery Election Center and the Assistant Director of Elections will coordinate delivery of the items to the Town Clerk. *The election support vendor will invoice the Town of Pike Road directly for the cost of ballot printing and shipping and the Town of Pike Road will pay the vendor directly.*
4. **Coordination of Election Equipment** – Based on the certification of qualified candidates from the Town Clerk, the Assistant Director of Elections shall coordinate with the County's election support vendor to obtain programming files for the Municipal Election. The election equipment programming files will be transferred from the vendor to the Montgomery Election Center. The Montgomery Election Center will program election equipment, including three (3) ballot tabulators and two (2) AutoMARK Voter Assist Terminals. *The election support vendor will invoice the Town of Pike Road directly for the cost of providing the election equipment programming files and the Town of Pike Road will pay the vendor directly for these costs. The Montgomery Election Center will program, test for accuracy and logic, deliver, setup, and takedown the equipment for the amounts provided in Appendix A of this Memorandum of Understanding.*

The Montgomery Election Center
Office of Probate Judge Steven L. Reed

2016 Pike Road Municipal Election MOU
Page 1 of 4

43

5. **Absentee Voting** – The Town Clerk shall serve as the Absentee Election Manager and absentee voting activities shall be conducted from Town Hall. An accurate listing of all persons who have requested an absentee ballot shall be maintained by the Town Clerk and the names of those persons shall be denoted as having applied for an absentee ballot on the official list of registered voters. Voted absentee ballots shall be secured at all times by the Town Clerk and tabulated on Election Day by polling officials that have been selected, trained, and appointed for the purpose of tabulating the ballots cast in the absentee voting precinct.
6. **Recruitment and Training of Polling Officials** – The Montgomery Election Center will coordinate the recruitment and training of polling officials for the Pike Road Municipal Election. If possible, the polling officials for this election will be selected from the current complement of polling officials in Montgomery County, which reside in the Town of Pike Road. If the Montgomery Election Center is unable to recruit enough polling officials from the County roster to adequately staff the election, then the Town Clerk will be consulted to provide additional names of potential polling officials. The Montgomery Election Center will provide training to the selected polling officials, consistent with the training administered to Montgomery County polling officials. Each polling official must affirm his or her presence at the training session, which will be held at Pike Road Town Hall on a date to be determined by the Assistant Director of Elections and Town Clerk. The Election Day polling officials shall be appointed by the governing body of the Town. *The rate of payment for polling officials shall be determined by the governing body of the Town and the Town Clerk shall coordinate payment of each polling official.*
7. **List of Registered Voters** – The Montgomery County Board of Registrars shall certify a current, accurate list of voters registered and eligible to vote in the Town of Pike Road to the Town Clerk and Judge of Probate. The Town Clerk shall certify a list of those registered voters who have applied for an absentee ballot to the Judge of Probate for designation on the printed list of registered voters. The Judge of Probate, through the Assistant Director of Elections, shall have printed two copies of the list of registered voters, divided alphabetically, and bound for use on Election Day. *The cost of preparing the list of registered voters shall be determined by multiplying the number of registered voters (active and inactive) certified by the Board of Registrars by five cents. This cost shall be paid by the Town of Pike Road to Montgomery County in accordance with this Memorandum of Understanding. The Town of Pike Road shall also be responsible for any costs associated with the printing, processing, and postage of mailing notification of the election to the registered and eligible voters within the Town.*
8. **Election Day Support** – The Assistant Director of Elections and Montgomery Election Center staff shall provide Election Day support to the Town Clerk, if there is a malfunction of any voting equipment. For issues other than malfunctions of voting equipment, the Town Clerk may consult with the Assistant Director of Elections on Election Day, but Montgomery County staff will not enter the polling place or interfere with the voting activities. In accordance with State Law, no individuals other than voters, and persons to assist them, the election officers, polling officials, voting assistants, poll watchers, and law enforcement shall be present in a polling place during the voting period. The Montgomery Election Center will not be responsible for policing the polling place and any unauthorized persons

in the polling place, which may present grounds for an election contest, shall be the responsibility of the Town of Pike Road.

9. **Post-Election Procedures** – The appointed precinct polling officials shall close the polling place and generate the election results from the ballot tabulation machines. Once the results have been obtained from each ballot tabulation machine, the polling officials shall post the results for public inspection. After the results are posted for public inspection, the Assistant Director of Elections will obtain the ballot tabulator data packs for processing in the Montgomery County central tabulation equipment. The Assistant Director of Elections shall generate unofficial election results by contest and candidate and transmit them to the Town Clerk. At noon on the seventh day following the election, the Town Council shall convene to tabulate any provisional ballots that were cast on Election Day and determined by the Board of Registrars to be eligible for counting. After any provisional ballots have been tabulated and their results integrated into the unofficial results from Election Day, the Town Council shall canvass and certify the official election results. The Assistant Director of Elections shall append the election results report in the Montgomery County central tabulation equipment to reflect the official results certified by the Town Council. This data shall be stored in the Montgomery County election results database for future reference and public inspection. Montgomery County will not be responsible for handling voter complaints or election challenges and contests. The investiture of those persons elected shall be handled in accordance with State Law by the Town of Pike Road.
10. **Contact Information** – The following individuals shall serve as the contacts of the Town of Pike Road and Montgomery County for any issue related to the terms of this Memorandum of Understanding.

Town of Pike Road
Lisa Burke
Town Clerk
9575 Vaughn Road
Pike Road, AL 36064
334-272-9883

Montgomery County
Christopher M. Turner
Assistant Director of Elections
125 Washington Avenue
Montgomery, AL 36104
334-832-7169

Executed this _____ day of _____, 2016.

FOR THE TOWN OF PIKE ROAD

FOR MONTGOMERY COUNTY



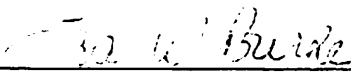
GORDON STONE, MAYOR

ELTON DEAN, COMMISSION CHAIRMAN

The Montgomery Election Center
Office of Probate Judge Steven L. Reed

2016 Pike Road Municipal Election MOU
Page 3 of 4

45



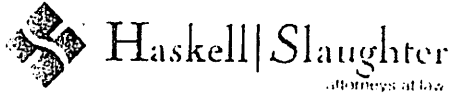
LISA BURKE, TOWN CLERK



STEVEN L. REED, PROBATE JUDGE

APPENDIX A – ESTIMATED COSTS

COST CATEGORY	COST	PAYMENT TERMS
Rental Charge for Ballot Tabulators (including logic and accuracy testing, delivery, setup, and troubleshooting)	3 tabulators @ \$300 per tabulator <u>\$900.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Rental Charge for AutoMARK Voter Assist Terminal (including logic and accuracy testing, delivery, setup, and troubleshooting)	2 AutoMARK units @ \$300 per AutoMARK <u>\$600.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Printing, Processing, and Binding of List of Registered Voters	\$0.05 per registered voter (active and inactive) on the Election Day list of registered voters certified by the Board of Registrars. <u>Total TBD</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Ballot Layout and Printing / Voting Equipment Programming Services (VENDOR SERVICES)	A total cost estimate will be provided by the vendor (ES&S) prior to any services being performed. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to the County's election vendor, Election Systems & Software (ES&S)
Polling Officials	The Assistant Director of Elections will make a recommendation to the Town Clerk as to the number of polling officials needed to adequately administer the election. The Town Council will be responsible for approving the rate of pay for each polling official and the total cost of this line item may be determined at that point. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to those persons that fulfill their obligation as a polling official.



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334.265.3573 | F 334.264.7945

TTG

MEMORANDUM

June 29, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Memorandum of Understanding with the Town of Pike Road and the
Montgomery Election Center

I have reviewed your memorandum dated June 28, 2016, regarding a MOU between the Town of Pike Road and the Montgomery Election Center regarding Conduct of Regular Municipal Election – August 23, 2016, in the Town of Pike Road.

It is my opinion that this MOU is acceptable. This MOU will be binding on all parties, if executed.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

A COUNTY OLDER THAN THE STATE

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

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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

ESTABLISHED 1816

June 28, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Memorandum of Understanding with the Town of Pike Road and the Montgomery Election Center

Attached is a Memorandum of Understanding (MOU) between the Town of Pike Road and the Montgomery Election Center regarding Conduct of Regular Municipal Election – August 23, 2016, in the Town of Pike Road.

Please review the MOU and issue an opinion by Noon, Wednesday, June 28, 2016, as to whether it is acceptable.

As always, thank you for your assistance.

/tn

Attachment



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

June 9, 2016

Hon. Elton Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2014 through September 30, 2015. The audit will encompass a financial audit in Accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in Accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed fourteen thousand four hundred dollars (\$14,400.00). MCC agrees to pay 90% of the cost of this agreement upon full execution and 10% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals as of the dates of the signatures below.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Date: 10/9/14

Montgomery County Commission

Elton Dean Sr.
Chairman

Date: _____

MONTGOMERY COUNTY COMMISSION BACKGROUND CONSUMER REPORT POLICY

Montgomery County is committed to maintaining a safe and secure environment for its employees and the public citizens it serves. Therefore, to enhance the well-being of its employees and all aspects of the County's operations, a background consumer report will be obtained on all potential new employees of the Montgomery County Commission. This background consumer report will be obtained subsequent to the submission of an application, the successful completion of the interview and only after an applicant has signed a Consent (as defined hereinbelow). An offer of employment may be revoked depending upon the results of the background consumer report. It is the intent of this policy to assist the process of the hiring decision in accordance with the Equal Employment Opportunity laws.

Background consumer reports will be performed by an outside, independent firm. The investigation will include but is not limited to a Social Security trace, a Multi-County and/or States of Residence criminal search for the past seven years, as well as a Multi-State sex offender search or credit report when applicable. A Motor Vehicle Record (MVR) will be run when driving is an essential requirement of the position. The scope of the screen will be for the last seven years, as calculated by date of disposition, probation, parole, or release, whichever occurs last (standard in the industry).

PROCEDURE

After a verbal employment offer is made, the chosen candidate must complete the Disclosure of Procurement of Consumer Report and an Authorization to Procure a Consumer Report (collectively, these two documents shall be known as the "Consent"). The Consent forms must be returned to the hiring manager. The applicant must be provided with a copy of the Consent, along with a Summary of Rights as prepared by the United States Federal Trade Commission. The hiring manager will notify the Personnel Department upon receipt of the signed Consent. Personnel will order the background check upon receipt of the signed Consent. Results of the checks will be submitted to Risk Management who in turn will review the results and will inform the appropriate Elected Official/Department Head and the Personnel Department of the candidate's eligibility for employment based on the results of his/her background consumer report. Should a candidate not be considered for employment, Risk Management will review the background consumer report and the job at issue with the Elected Official / Department Head and the Personnel Department. Adverse information will first be communicated by a pre-adverse letter to the applicant by mail. One week after this communication is sent, an adverse letter will then be sent to the applicant by mail. Should the applicant dispute the information, the communication will be addressed with Risk Management. The chosen candidate is not to begin work prior to the hiring manager receiving approval from Risk Management. The Personnel department will maintain these files for a period of three years.

Information contained in the background consumer reports will be used for the purpose of employment only. Any prospective employee who refuses to submit to a background consumer report will forego their eligibility for employment with the Montgomery County Commission. This policy is intended to be a guideline. The Sheriff's Office, Detention and District Attorney's Office have their own policies regarding hiring standards and will perform their own respective background checks in accordance with these policies.



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

MEMORANDUM

June 16, 2016

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Montgomery County Commission Background Consumer Report Policy

I have reviewed your memorandum dated June 15, 2016, regarding a new policy concerning background reports which is now being proposed since my June 13, 2016 Opinion. I have reviewed the new policy and in my opinion this policy is acceptable.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

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

June 15, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Montgomery County Commission Background Consumer Report Policy

On June 13, 2016, you issued an opinion regarding an Agreement with Employment Screening Services. Relative to this Agreement is the adoption of a new policy concerning background reports. Attached is a proposed Montgomery County Commission Background Consumer Report Policy.

Please review this proposed policy and issue your opinion by 12:00 Noon, Thursday, June 16, 2016, as to whether this policy is acceptable. This item will be discussed at Monday's Commission meeting.

As always, thank you for your assistance.

/tn

Attachment



Employment Screening Services

NEW CLIENT COVER SHEET

TO: SCOTT KRAMER
FROM: CONNIE LEDYARD
DATE: FEBRUARY 22, 2016

Thank you for choosing ESS as your background screening partner!

To establish your account, please complete the following steps:

Step 1: Complete the Consumer Report User's Agreement:

- Enter your company's name in the field provided at the top of page 1;
- In § 10.1, fill in the field to identify the nature of your business;
- In § 10.2, checkmark the box that applies to you – note: if none of the boxes applies, mark the fourth box;
- In § 10.3, checkmark all boxes for which you have a permissible purpose;
- In § 10.6, specify whether you wish to limit the geographic and/or jurisdictional scope for criminal history records to less than the default (all counties identified in the national instant); otherwise, please enter N/A in the field;
- In § 10.7, if you do not wish to search for AKAs, please check mark the box;
- In § 10.8, please specify the number of years you wish reported if it is other than the default seven; otherwise, enter N/A in the field;
- Enter the name of your company in the field provided at the bottom of the signature page (usually page 6), then sign your name in the line entitled "BY," stating your title, and providing the date. Below this, you will see a field provided to input your name, address, and email address for providing notice under this Agreement – please fill in those fields too.

Step 2: Complete the Authorized Access Agreement set forth in Appendix A for all individuals who will be designated by you to request and receive consumer reports. You can make photocopies of this page, if needed.

Step 3: Your salesperson will complete Appendix C, which contains the fees, ordering instructions and any package ordering. On page 11, please sign and date to confirm the pricing.

Step 4: Complete the Account Set-Up form, providing your contact and accounting information and listing your Authorized Users.

Step 5: Complete the Authorization, entering your banking information and trade references.

Step 6: Obtain and include a copy of your business license, unless you are a publicly-traded corporation. If you are a 501(c)(3) non-profit, please provide a copy of your Certificate of Exemption.

Step 7: Prepare and submit a Letter of Intent on your letterhead, signed by an authorized manager. This letter is required by the national credit bureaus. Please be sure that your letter includes the following information:

- The nature of your business;
- The intended use of the consumer reports;
- The anticipated monthly volume; and
- A statement as to whether you are a local, regional, or national business in scope.

Step 8: Mail the original documents to:

Account Set-Up
ESS Inc.
2500 Southlake Park
Birmingham, AL 35244

To expedite your account set-up, you may fax the documents to (205) 443-9384.

7-2

CONSUMER REPORT USER'S AGREEMENT

THIS AGREEMENT is made and entered into by and between Employment Screening Services, Inc., and its successors and assigns (hereinafter, "ESS"), and Montgomery County Commission, an agency or instrumentality of the State of Alabama (hereinafter, "End User"):

RECITALS

- A. ESS is a background screening company which provides the service of deriving information from records in accordance with the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., and various other federal, state, and international laws and regulations, and compiles said information into a document known as a consumer report;
- B. End User desires to purchase consumer reports from ESS in accordance with the aforementioned laws; and
- C. The parties to this Agreement wish to memorialize the terms and conditions by which the End User shall request, purchase, obtain and use said consumer reports.
- D. Accordingly, the parties agree to the following:

AGREEMENT

Section 1. Definitions.

- 1.1. **Adverse Action:** Shall have the definition as set forth in 15 U.S.C. § 1681a(k);
- 1.2. **Consumer:** Shall refer to any individuals about whom a Report is requested, whether an applicant, employee, prospective tenant, or otherwise;
- 1.3. **Consumer Report:** Shall have the definition as set forth in 15 U.S.C. § 1681a(d);
- 1.4. **Employment Purposes:** Shall have the definition as set forth in 15 U.S.C. § 1681a(h), consistent with the interpretation supplied by the Federal Trade Commission in its July 2011 Staff Report With Summary of Interpretations, which includes volunteer and independent contractor relationships;
- 1.5. **End User:** Shall refer to the client of ESS which is a signatory to this Agreement;
- 1.6. **Furnisher:** Shall refer to any person or entity that supplies information about a consumer to ESS and which information is incorporated into the Report;
- 1.7. **Investigative Consumer Report:** Shall have the definition as set forth in 15 U.S.C. § 1681a(e);
- 1.8. **Report:** Shall refer collectively to a Consumer Report and an Investigative Consumer Report;
- 1.9. **Legitimate business need:** Shall include, but not be limited to, vendor-vendee, franchisor-franchisee, school-student, credentialing, admitting privileges, hospital-clinical, facility access privileges, and other purposes.

Section 2. Services to be performed by ESS.

- 2.1. ESS shall provide Consumer Reports and Investigative Consumer Reports to the End User for the duration of the Term of this Agreement. The content of said reports shall consist of the following information: that which is permitted to be disclosed by applicable federal, state and international laws; that which is in conformity with industry practices; and that upon which the parties have agreed in this Agreement or in a subsequent written modification of said Agreement.
- 2.2. ESS may use any employees, vendors, or subcontractors as it deems necessary to perform the services required of ESS by this Agreement; End User may not control, direct, or supervise ESS's employees, vendors, or subcontractors in the performance of those services.

Section 3. Obligations of End User.

- 3.1. **Fees for services.** In consideration for the services to be performed by ESS, End User agrees to pay ESS in accordance with the current rate schedules in effect. The initial services and rates are described in Appendix C. These services and rates are subject to change from time to time, provided that such change shall become effective only upon thirty days written notice. Furnishers may charge fees, e.g., courthouses, past employers, schools etc., and these fees change from time to time; ESS shall pass these fees through to End User to be paid by it.
- 3.2. **Timing of payment.** End User agrees to make payment for services rendered within thirty days after receipt of the monthly statement of services.
- 3.3. **End User Authentication.** End User agrees to permit ESS to conduct an inspection of the premises of End User to confirm its legitimacy as an existing business and, further, End User agrees to supply documentation to demonstrate its current licensure or registration as a lawful business. End User agrees to supply an executed Authorized Access Agreement (Appendix A) for each person who will have authority to request and/or receive a Report.
- 3.4. **Compliance with the law.** In requesting, receiving, using, storing, and disposing of any and all reports, End User agrees to adhere to, and comply with, the FCRA and all applicable state and local consumer credit laws. End User agrees to comply with any and all State laws applicable to the procurement and use of Reports, including those state-specific requirements pertaining to the timing, nature and content of disclosures to consumers.
- 3.5. **EEO Certification.** End User certifies that any information contained in the consumer reports obtained by it will not be used in violation of federal or state equal employment opportunity laws or regulations.
- 3.6. **Limited Use.** End User certifies it will request Reports only for its exclusive one-time use, holding them in strict confidence, and not disclosing them to third parties not involved in the employment, tenancy or business decision giving rise to the need for the Report.
- 3.7. **Permissible Purpose.** End User shall only request a Report when it has a permissible purpose as specified in 15 U.S.C. § 1681b, and further it agrees that it is responsible for verifying the identity of the individual about whom it requests a Report to confirm the individual is who he represents himself to be.

08.21.2015

7.3
Page 1

- 3.8. **Disclosure Requirement.** When requesting a Report for Employment Purposes, End User agrees to provide a clear and conspicuous written disclosure – in a document consisting solely of the disclosure – to each and every consumer about whom it requests a Report *prior* to requesting said Report from ESS. When End User utilizes the SwiftHire® product with respect to any particular consumer for the purpose of providing the statutorily-mandated Disclosure, ESS shall structure the online process so as to require the consumer to receive an electronic version of the Disclosure prior to completing the order for a consumer report, provided however, in doing so End User shall be deemed to have approved content of the Disclosure utilized by the SwiftHire® product.
- 3.9. **Authorization Requirement.** When requesting a Report for Employment Purposes, End User agrees to obtain the written Authorization of each and every consumer about whom it requests a Report *prior* to requesting said Report from ESS. When End User utilizes the SwiftHire® product with respect to any particular consumer to obtain that consumer's Authorization to perform a background check, ESS shall structure the online process so as to require the consumer to provide his consent by electronic signature prior to completing the order for a consumer report.
- 3.10. **Pre-Adverse Action Requirement.** When requesting a Report for Employment Purposes, End User agrees to follow and adhere to the conditions imposed by 15 U.S.C. § 1681b(b)(3) on End Users before taking adverse action based in whole, or in part, on the Report. Such conditions include: transmitting a Pre-Adverse Action letter to the consumer that contains the name, address, and toll-free telephone number of ESS; enclosing a copy of the consumer report with the letter; Enclosing a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act*; allowing the consumer a reasonable amount of time to respond to this pre-adverse notification before the adverse action is taken, taking into account weekends and intermediate holidays; and where End User purchases from ESS the service of transmitting a Pre-Adverse letter to the Consumer, End User will be deemed to have approved the content of said letter. Said service can only be purchased on a consumer-by-consumer basis after the issuance of a Report.
- 3.11. **Adverse Action Requirement.** When requesting a Report for any permissible purpose, including Employment Purposes, End User agrees to comply with the requirements of 15 U.S.C. § 1681m when taking an adverse action based in whole, or in part, on a Report. These requirements include: providing oral, written, or electronic notice to the consumer of the adverse action; Providing the name, address and toll-free telephone number of ESS to the consumer; stating to the consumer that ESS did not make the decision to take the adverse action and is unable to provide the consumer with the specific reasons why the adverse action was taken; notifying the consumer of his/her right to obtain a free copy of the consumer report within sixty days and to dispute with ESS the accuracy or completeness of any information in the consumer report furnished by ESS; and where End User purchases from ESS the service of transmitting an Adverse Action letter to the Consumer, End User will be deemed to have approved of the content of the letter. Said service can only be purchased on a consumer-by-consumer basis no sooner than five business days after the Pre-Adverse letter has been transmitted to the Consumer.
- 3.12. **Investigative Consumer Report Disclosure Requirement.** Irrespective of the End User's permissible purpose, End User agrees to comply with the requirements of 15 U.S.C. § 1681d when requesting an Investigative Consumer Report. These requirements include: Clearly and accurately disclosing in writing to the consumer that an investigative report includes information as to his character, general reputation, personal characteristics, and mode of living; that he has a right to request a complete and accurate disclosure of the nature and scope of the investigation requested; and that he has a right to request a copy of the summary of his rights;
- 3.13. **ATS / HRIS.** If End User utilizes an Applicant Tracking System or a Human Resources Information System that is integrated with ESS's technology system, End User bears full responsibility for the content of all Disclosures and Authorizations.
- 3.14. **Record Retention.** End User agrees to store and maintain electronic or paper copies of each Disclosure, Authorization, Pre-Adverse Letter, Adverse Letter, or documentation of notice of Adverse Action for a period of five years.
- 3.15. **Confidentiality.** End User agrees to keep and maintain the information contained in Reports secure and confidential, including, but not limited to: instituting all necessary and reasonable precautions, such as the safeguarding of passwords used to access terminals and software applications that provide access to consumer reports, and the destruction of paper copies of the Reports when no longer needed; limiting access to Reports to only those individuals who have executed Authorized Access Agreements; deactivating the user IDs and passwords of those who no longer need access to the Reports and notifying ESS of the same; and otherwise complying with the Security Requirements set forth in Appendix B attached hereto.
- 3.16. **Compliance Assessment** Upon reasonable notice, End User agrees to supply to ESS consumer report-related documents maintained as to Consumers upon whom Reports were obtained, including copies of executed Disclosures and Authorizations, any pre-adverse and adverse action correspondence, as well as provide reasonable evidence of its compliance with applicable Federal and state statutes and regulations regarding consumer data privacy in order to enable ESS to satisfy its obligations under Federal and state laws and regulations as well as its vendor agreements.
- 3.17. **Disposal of Consumer Information.** End User agrees to dispose of all consumer information in a manner reasonably calculated to protect against unauthorized access to or use of the consumer information in connection with its disposal.
- 3.18. **Consultation with legal counsel.** ESS does not provide any legal advice regarding the End User's compliance with the various federal, state, and international laws which might apply. END USER IS ENCOURAGED TO CONSULT WITH ITS OWN LEGAL COUNSEL REGARDING THE PURCHASE AND USE OF CONSUMER REPORTS. End User is solely responsible for the content of Disclosures, Authorizations, Pre-Adverse and Adverse letters, and the Summary of Rights, even when it purchases said documents from ESS for its own use. ESS plays no role in any employment decision, whether adverse or positive.
- 3.19. **Reporting Procedures.** ESS will exercise its judgment consistent with federal and state laws and regulations, best practices, and ESS's accreditation with the National Association of Professional Background Screeners in determining whether adverse

criminal history information is legally reportable. End User acknowledges that ESS will only report felony and misdemeanor convictions for the seven years preceding the date of the request for a report, even though the consumer may have convictions which are older than seven years, unless otherwise expressly requested by the End User hereinbelow, such request being contingent upon the parameters of state law. End User acknowledges that no adverse items, including records of arrest, dismissed criminal charges, moving violation reports, and motor vehicle records, which are older than seven years from the date of the request for a report, will be reported. End User understands and acknowledges that "Instant Searches" (e.g., Multi-Jurisdictional, National Criminal Check, SSN Search, National Sex Offender, and Instant State Criminal Checks) are only intended as a preliminary inquiry and should be used as such; End User agrees that, prior to taking any adverse action toward a consumer, based on convictions or adverse items revealed in the Instant Searches, it will accept the charge and wait for any records to be verified through a subsequent county physical search. All criminal history information reported on Instant Searches should be considered preliminary and tentative. End User acknowledges that not all statewide systems report criminal history information as thoroughly as county searches and that ESS therefore recommends both state and county searches; furthermore, if a state returns a "no disposition" or inconclusive information, due to the requirements of 15 U.S.C. § 1681e(b), ESS will automatically order and charge the End User for a county search to validate the record.

- 3.20. **E-Verify.** Each End User understands that, if it has entered into an agreement with ESS for the latter to be its "Designated Agent for the E-Verify Program," the End User must still abide by the established I-9 procedures outlined in the "E-Verify Manual and Memorandum of Understanding".
- 3.21. **End User not a re-seller.** Other than as set forth hereinbelow with regard to Professional Employer Organizations, Administrative Services Organizations, and labor brokers, End User certifies that it shall not request, obtain or use Reports for the purpose of re-selling, leasing, or renting the information, or otherwise providing information obtained under this Agreement, to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the Reports.
- 3.22. **DPPA.** To the extent motor vehicle records are purchased, each End User affirms it will use the records only in accordance with the purpose authorized by the consumer and to maintain the confidentiality of the personal identifying information contained in those records in accordance with the federal and state Driver's Privacy Protection Acts.
- 3.23. **Underlying data.** ESS is not a data aggregator. Some of the data it uses in compiling its Reports is licensed, and it otherwise does not archive all data upon which it relies in preparing and assembling Reports. Data may be discarded, deleted or otherwise not saved once any given Report is completed.

Section 4. Term of Agreement.

- 4.1. This Agreement shall remain in effect for thirty-six months from the date of execution, and it shall automatically renew for the same period of time unless written notice of intent to terminate is provided sixty days in advance of the expiration of the current term.

Section 5. Termination of Agreement.

- 5.1. In the event that either of the parties shall fail or refuse to keep or perform any provision of this Agreement on its part to be kept or performed, and such failure or refusal shall remain uncured for a period of twenty-one days after written notice from the non-breaching party, such failure or refusal to cure shall constitute a default and confer upon the non-breaching party the right, at its option and discretion, to terminate this Agreement, and in the event of the exercise of such option, the party so electing shall give ten days' written notice to the party in default, whereupon this Agreement shall terminate.
- 5.2. The termination of this Agreement shall not release the End User from the obligation to pay any sums which may be owing to ESS whether then or thereafter due, and said sums shall become due and payable concurrent with the termination of the Agreement.
- 5.3. Nothing hereinabove shall prevent ESS from suspending the End User's account for its failure timely to pay sums which are due and payable; said suspension shall not operate to terminate the Agreement; however, the suspension shall trigger the running of the cure period such that after twenty-one days of suspension, ESS has the right, at its sole option and discretion, to terminate the Agreement immediately.

Section 6. Limited Warranties.

- 6.1 ESS WARRANTS AND REPRESENTS THAT IT SHALL FOLLOW REASONABLE PROCEDURES TO ASSURE MAXIMUM POSSIBLE ACCURACY (AS DEFINED BY 15 U.S.C. § 1681e(b)) OF THE INFORMATION CONCERNING THE INDIVIDUAL ABOUT WHOM THE REPORT RELATES; ESS FURTHER WARRANTS THAT THE INFORMATION CONTAINED IN A REPORT WILL BE THE INFORMATION SUPPLIED BY THE FURNISHER, SUBJECT TO ANY AND ALL RESTRICTIONS IMPOSED BY FEDERAL AND STATE LAWS ON THE NATURE, SCOPE AND EXTENT OF INFORMATION THAT IS PERMITTED TO BE DISCLOSED BY A CONSUMER REPORTING AGENCY; MOREOVER, SINCE ESS IS NOT THE FURNISHER OF THE INFORMATION, AND THE INFORMATION THAT IS SUPPLIED BY THE FURNISHER TO ESS IS SUPPLIED "AS IS," ESS CAN LIKEWISE ONLY SUPPLY THE INFORMATION TO THE END USER "AS IS." ESS IS REQUIRED BY LAW TO DISCLOSE THAT ITS REPORTS DO NOT GUARANTEE THE ACCURACY OR TRUTHFULNESS OF THE INFORMATION CONTAINED THEREIN, BUT ONLY THAT IT IS ACCURATELY COPIED FROM PUBLIC RECORDS, WHERE APPLICABLE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7. Remedies.

7.1. Limitation on Liability.

- 7.1.1. Except as otherwise provided in this section hereinabove, ESS shall not be liable to the End User for damages, and End User hereby waives, releases and discharges ESS from any and all damages arising under any theory of legal liability to the fullest extent that End User may legally agree to release ESS from liability for such damages,

provided however, that End User does not release ESS from any liability arising solely from the wantonness, gross negligence or willful misconduct of ESS (unless attributed or imputed to ESS by reason of any act or omission of the End User whether as an agent of ESS or otherwise); In the event that ESS is held liable to End User for any matter arising under or relating to this Agreement, whether said liability arises in contract, equity, tort or otherwise, the amount of damages recoverable shall be limited as set forth in § 7.3. hereinbelow.

- 7.1.2. ESS shall not be liable to the End User for indirect, incidental or consequential damages, or loss of anticipated profits arising from any breach of this Agreement, even if ESS is notified of the possibility of such damages.
- 7.2. **Indemnification.** Due to the unique obligation imposed upon ESS by the federal Fair Credit Reporting Act, which requires ESS to obtain and rely upon specific certifications from End User before selling it consumer reports, End User agrees to defend, indemnify and hold harmless ESS, its officers, directors, shareholders, employees and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought), asserted by any third party against ESS arising out of or relating to (i) End User's violation of, or failure to comply with, the Fair Credit Reporting Act or any state or international consumer reporting or data privacy laws, or (ii) any breach of any of End User's representations, certifications, warranties or covenants in this Agreement, or (iii) any other misuse, abuse, or unlawful procurement of a Report by End User's agents or employees, irrespective of whether said conduct on the part of End User's agents or employees was intentional, reckless, willful or negligent.
- 7.3. **Limited Remedies.** The amount of damages recoverable by the End User for any breach by ESS of this Agreement will not exceed, in the aggregate, an amount equal to the charges incurred by End User under this Agreement during the six month period prior to the occurrence of the first event giving rise to any such liability, and such recovery is the End User's sole and exclusive remedy hereunder.
- 7.4. **Costs of Collection.** If legal proceedings are instituted by ESS to collect unpaid amounts due from the End User for services rendered, or reports provided, by ESS (hereinafter, such proceedings shall be referred to as "collection claims,") then ESS shall be entitled to receive its reasonable costs of collection, including, without limitation, attorney's fees and court costs.
- 7.5. **Dispute Resolution.**
If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, and governed by the laws of the State of Alabama between the Montgomery County Commission and ESS.
- 7.6. **Equifax's The Work Number®.** When purchasing The Work Number® information through ESS, End User agrees to hold Equifax harmless in the purchase and use of the information. Equifax will not sell The Work Number® information otherwise.

Section 8. Governing Law & Forum Selection.

- 8.1. To the extent state law becomes relevant to the resolution of either a proceeding occurring pursuant to the Administered Arbitration Rules or litigation in a court of law or equity, the law of the State of Alabama shall apply.
- 8.2. To the extent a collection proceeding is initiated by ESS as set forth above, the End User consents to the jurisdiction of the Circuit Court of Shelby County, Alabama, as well as the federal court in which it sits.
- 8.3. To the extent either party seeks to enforce an arbitration award by filing suit in a court of law, both parties consent to the jurisdiction of the Circuit Court of Shelby County, Alabama, as well as the federal court in which it sits.

Section 9. Miscellaneous.

- 9.1. **Ambiguity.** The parties acknowledge that they are both sophisticated in matters of business and commerce, that they have participated jointly in the negotiation of the terms of their contractual relationship, and that therefore this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any portion of this instrument.
- 9.2. **Force Majeure.** ESS shall be excused from performance under this Agreement to the extent said performance is prevented by a *force majeure*. For purpose of this Agreement, a *force majeure* includes acts of God, fires, floods, earthquakes, windstorms, accidents, explosions, riots, natural disasters, wars, sabotage, inability to obtain power or power curtailments or failures, inability to obtain internet access or internet access curtailments or failures, strikes, lock-outs or other labor disputes, failure or breakdown of equipment or facilities, or the cessation or curtailment in whole or in part of operations or production.
- 9.3. **Severability.** Each provision of this Agreement will be considered severable. If, for any reason, any provision of it is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement; provided, however, if ESS reasonably determines that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, it may, at its option, terminate the Agreement.
- 9.4. **Integration.** This Agreement, and the appendices hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous covenants, agreements, warranties, representations and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any covenants,

agreements, warranties, representations and understandings with respect to the subject matter hereof except as specifically set forth herein.

- 9.5. **Notice.** Where notices are required to be supplied to a party under this Agreement, said notices shall be directed to the person listed below after the signature block.
- 9.6. **Confidentiality.** Each party to this Agreement will not intentionally reveal, publish, or otherwise disclose, and will use its best efforts to prevent the unintentional or negligent disclosure, to any third party of any confidential, proprietary, or trade secret information concerning the other party, including, but not limited to, its processes, procedures, systems, methods, vendors, customers, trade secrets, or prices, including fees charged under this Agreement. The parties expressly acknowledge and agree that, notwithstanding any other provisions of this Agreement to the contrary, a breach of the confidentiality provisions set forth in this paragraph cannot be remedied adequately by arbitration or by mere legal damages and that therefore the aggrieved party may pursue equitable relief in a court of equity to enforce the provisions of this paragraph, including the obtaining of temporary and permanent injunctive relief.
- 9.7. **Sole Proprietor or Partnership.** If End User is a sole proprietorship or partnership, and if End User wishes to obtain credit reports, the owner or partners must permit ESS to obtain their personal credit report(s), supply government issued identification, and allow ESS to determine whether the individual credit report is consistent with the individual's age and business experience, whether the social security number provided is associated with any other individual or whether any other indicia of identity fraud are apparent. Refusal to submit to this verification process will prevent ESS from reselling credit reports to End User.
- 9.8. **Successors & Assigns.** If End User sells its business, or its assets including this Agreement, to a third party, or should a third party purchase, acquire or otherwise obtain a controlling interest in the End User, and further, should the third party continue to do business with ESS under the terms of the Agreement, that third party shall be deemed to have assumed and accepted all debts, obligations and liabilities previously owed by the End User and agrees to satisfy such debts, obligations and liabilities as if expressly assumed. End User may not otherwise assign its rights, duties, and obligations under this Agreement without the express written consent of ESS. ESS may assign this Agreement, and its rights and End User's obligations thereunder, to a third party without the consent of End User, provided End User does not lose the benefit of its original bargain with ESS.

Section 10. End User Certifications & Acknowledgements.

- 10.1. End User certifies that the nature of its business is as follows:

Municipality

- 10.2. End User further certifies that one of the following applies to it:

- ☐ That it is a Professional Employer Organization ("PEO") and that it therefore is an authorized agent for the entities for which it provides services and whose employees said PEO co-employs; or
- ☐ That it is an Administrative Services Organization ("ASO") and that it therefore is an authorized agent for the entities for which it provides services and for whose employees it is a joint employer; or
- ☐ That it is a staffing agency, temporary labor agency, or a labor broker and that it therefore is an authorized agent for those entities for which it brokers labor services and, as such, is a joint employer of those employees whose services are brokered; or
- ☒ That it is none of the above.

- 10.3. End User certifies it will only request and use Reports for the following permissible purpose(s) and for no other purpose(s):

- ☒ For employment purposes, including the evaluation of individuals for employment, promotion, reassignment or retention as an employee; or
- ☐ In connection with a tenant screening application involving a consumer; or
- ☐ For a situation in which the End User has a legitimate business need for the information in connection with a business transaction that is initiated by the consumer:

n/a

- 10.4. End User certifies that the purpose for which each and every Report is requested will conform to those purposes check-marked hereinabove and for no other purpose.

- 10.5. End User certifies that if it is an ASO, PEO, or a labor broker, it shall only disclose Reports to the entity for which it is authorized to act as a co-employer, joint employer or broker, and it shall require that entity to abide by the same terms and conditions required of End User under the federal Fair Credit Reporting Act and related state statutes. End User agrees to notify the Consumer of the existence of said relationship and secure the Consumer's consent to provide the Report to the third party.

- 10.6. End User understands that criminal history information will be obtained for every state and/or county listed on the consumer's Authorization and from every state and/or county revealed by the Social Security Address trace, unless otherwise specified below:

n/a.

- 10.7. End User acknowledges that AKAs (maiden or alias names) that are listed on the Authorization, or which may be discovered during the screening process, will be searched on all criminal reports prepared by ESS (please note: additional charges will apply in all states and counties except Alabama), unless End User specifies it does not want to search AKAs:

☐ **DO NOT SEARCH AKAs**

- 10.8. In lieu of the default seven year reporting period referenced hereinabove, End User expressly requests the reporting of felony and misdemeanor convictions for the following period of time, even if additional charges apply:

n/a

08.21.2015

7-7
Page 5

- 10.9. End User understands and agrees that ESS will not report any adverse information (as used in 15 U.S.C. § 1681c(a)(5)) discovered during the seven year reporting period, other than felony and misdemeanor criminal convictions and pending criminal cases.
- 10.10. END USER ACKNOWLEDGES THAT IT UNDERSTANDS THE FEDERAL FAIR CREDIT REPORTING ACT PROVIDES THAT ANY PERSON WHO KNOWINGLY OR WILLFULLY OBTAINS INFORMATION FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH. The information contained in consumer reports is intended for the use of the End User and shall not be disclosed to a third party unless otherwise permitted by law.
- 10.11. The undersigned representative of the End User does hereby personally certify that the facts set forth hereinabove in this Section 10 are true and correct.

WHEREFORE, intending to be legally bound by the terms and conditions set forth hereinabove, the undersigned duly appointed representatives for each of the parties have signed this Agreement.

MONTGOMERY COUNTY COMMISSION

EMPLOYMENT SCREENING SERVICES, INC.

SIGNATURE: _____

BY: _____

TITLE: _____

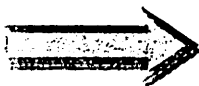
ITS: _____

DATE: _____

DATE: _____

NOTICES SHALL BE PROVIDED TO THE PARTIES AS SET FORTH BELOW:

Employment Screening Services, Inc.
Attn: Todd M. Higey, General Counsel
2500 Southlake Park
Birmingham, Alabama 35244
thigey@es2.com



Insert Company's Name
Attn: Insert Individual's Name
Insert street address
Insert city, state and zip code
Insert email address

**REMAINDER OF PAGE
INTENTIONALLY BLANK**

08.21.2015

7-8
Page 6

**APPENDIX A
AUTHORIZED ACCESS AGREEMENT**

I understand that, as a designated representative of the End User, I am authorized to request and receive consumer reports from a consumer reporting agency. I understand that the term "End User" refers to my employer or to the person or company that has authorized me to act on its behalf.

I hereby agree that I shall only request consumer reports on the following persons: (1) individuals who have made application for employment with the End User; (2) individuals who are current employees of the End User; (3) individuals who have submitted a tenant screening application, or (4) individuals who have initiated a business transaction with the End User.

I further agree not to obtain consumer reports on myself, associates, or any other person, except in the exercise of my official duties.

I understand that the Fair Credit Reporting Act ("FCRA") stipulates that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be subject to fine and/or imprisonment.

I have received a copy of *Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act; the Summary of Consumer Rights Under the Fair Credit Reporting Act and Remedying the Effects of Identity Theft*.

I certify that I will comply with the disclosure and authorization requirements of the FCRA and applicable state laws when requesting and using consumer reports for employment purposes. I certify that information from a consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulations.

I hereby agree to abide by the provisions of the Federal Fair Credit Reporting Act and any applicable state consumer reporting law.

Authorized Requestor's Name (Please print)

Authorized by:

Signature / Date

Printed name of authorizing officer / manager

Job Title

Signature of authorizing officer / manager

E-mail Address

Title of authorizing officer / manager

Phone Number

Phone number

APPENDIX B SECURITY REQUIREMENTS

The parties to this Agreement acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized accessing of Reports. In accessing consumer information, it is End User's responsibility to implement these controls. End User agrees to the following:

1. Take necessary procedures to protect End User's account number, user IDs and passwords so that only authorized personnel that have a business need are able to access this sensitive information. This includes not posting this information anywhere in the facility. End User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to change in duties.
2. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the ESS system. Each user of the system must also have a unique log-in password.
3. Ensure that user IDs are not shared.
4. Keep all passwords confidential.
5. Develop strong passwords that meet the following guidelines:
 - Are not easily guessable;
 - Must be at least six (6) alphanumeric characters;
 - Must contain at least one (1) numeric character; and
 - Must not contain the user ID or and/or username.
6. Implement password protected screensavers with a maximum of fifteen (15) minute timeout to protect unattended workstations.
7. Not to discuss its account number, user ID, or password by telephone with any unknown caller.
8. Restrict the ability to obtain consumer information to a few key personnel with a need to know this information.
9. Keep computers, laptops, tablets, smart phones, PDAs and other equipment or hardware used to receive the consumer information under controlled access. Where applicable, turn off or lock all devices used to obtain or view consumer information when not in use and/or after normal business hours.
10. Secure hard copies and electronic files of Reports within its facility so that unauthorized persons cannot easily access them.
11. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data.
12. To shred and/or destroy all hard copy Reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
13. Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information.
14. Establish processes and procedures for responding to security violations, unusual or suspicious events, and similar incidents to limit damage or unauthorized access to information and to permit identification and prosecution of violators.
15. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
16. Any stand-alone computer that directly accesses the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports and network traffic.
17. End User agrees to accept unencrypted emails of reports or accepts responsibility for any claims arising out of the End User's use or acceptance of unencrypted communication.

**APPENDIX C
FEES AND ORDERING INSTRUCTIONS**

Product	Fees	Ordering Instructions (Place x by searches to be ordered)
Credits:		
Credit Report	\$6.00	
Criminal:		
National Multi-Jurisdictional Search * Includes: Proprietary Offender Data (POD) ▪ Department of Corrections (DOC) ▪ Administrative Office of the Courts (AOC) – dated back 7 years ▪ Department of Public Safety (DPS) ▪ Traffic Court ▪ Multi-State Sex Offender Database ▪ AppALERT ▪ Office of Foreign Assets Control (OFAC) ▪ FBI Most Wanted Terrorists ▪ FBI Most Wanted Fugitives ▪ U.S. Marshals Service Wanted ▪ U.S. Customs Service Wanted ▪ U.S. Department of Justice Wanted ▪ U.S. Secret Service Wanted ▪ U.S. Drug Enforcement Agency Wanted ▪ Other Federal Wanted Lists ▪ Numerous State Wanted Fugitives ▪ Numerous Local Wanted Fugitives	\$8.95	
County Level Search**	\$12.00 per county	
Federal Level Search	\$10.00 per state	
Statewide Search:***	\$5.00 plus Criminal state fees	
Additional Products:		
Social Security Report	\$2.50	
AKA's - Searches	Varies by state/county	
Motor Vehicle Reports	\$ 3.00 plus MVR state fees	
PSP	\$n/a	
Education Verifications****	\$8.00 per	
Employment Verifications****	\$8.00 per	
Reference Verifications	\$8.00 per	
Professional License****	\$8.00	
Sex Offender (Multi-State)	\$7.00	
ESS Sanctions Essential	\$3.00	
ESS Sanctions Plus	\$5.00	
ESS Sanctions Complete	\$7.00	
I-9 Verification	\$3.00	
Worker's Compensation Report	\$n/a	
Global Report (OFAC & Denied Parties List)	\$5.00	
OIG	\$5.00	
County Civil	\$25.00	
Federal Civil	\$25.00	
National Eviction Search	\$n/a	
* All National Criminal hits will be verified with either a state or county search for validity. Extra state or county fees will apply. ** Some counties may have clerk assisted fees added. *** Some counties may not be timely in reporting result to statewide systems; therefore, a direct verification of a county search may be more accurate. **** If a statewide search shows inconclusive results, a county search will be performed for validity. Extra fees will apply. ***** Any Verification that uses a 3rd Party such as Work Number, Degree Check, etc. will be assessed additional fees AKA's will incur additional costs. *FACIS® is a registered trademark of Verisys Corporation.*		

Drug Testing:			
5 Panel Drug Screen		\$	
10 Panel Drug Screen		\$	
Instant 5 Panel Drug Test		\$	
Instant 10 Panel Drug Test		\$	
Hair Testing		\$	
Breath Alcohol Test			
Collection Fee			
Criminal Fees*			
State	Availability	Fees	Signed Consent Needed
Alabama	Statewide	\$3.00	
Alaska	Statewide	\$7.00	
Arkansas*	Statewide	\$5.00	
Colorado	Statewide	\$5.75	
Connecticut	Statewide	\$6.75	
Delaware	Statewide	\$12.50	
Florida	Statewide	\$24.00	
Georgia	Statewide	\$3.00	Required to Process Work
Hawaii	Statewide	\$8.00	
Idaho	Statewide	\$7.00	
Indiana	Statewide	\$16.75	
Iowa	Statewide	\$7.00	
Kansas	Statewide	\$20.00	
Kentucky	Statewide	\$20.00	
Maine	Statewide	\$33.00	
Maryland	Statewide	\$4.00	
Michigan*	Statewide	\$10.00	
Minnesota	Statewide	\$7.00	
Missouri	Statewide	\$14.75	
Nebraska	Statewide	\$6.00	
New Jersey	Statewide	\$8.00	
New Mexico	Statewide	\$7.00	
New York	Statewide	\$68.00	
North Carolina	Statewide	\$3.00	
North Dakota	Statewide	\$5.00	
Oregon	Statewide	\$5.00	
Pennsylvania	Statewide	\$8.00	
Rhode Island	Statewide	\$7.00	
South Carolina*	Statewide	\$26.00	
Texas*	Statewide	\$3.15	
Utah	Statewide	\$12.00	
Washington	Statewide	.00	
Wisconsin	Statewide	\$8.00	

*Statewide available but county searches are recommended

Motor Vehicle Fees

State	Fees	State	Fees
Alabama	\$9.75	Montana	\$7.25
Alaska	\$10.00	Nebraska	\$3.00
Arizona	\$6.00	Nevada	\$8.00
Arkansas	\$13.00	New Hampshire	\$13.00
California	\$2.00	New Jersey	\$12.00
Colorado	\$2.20	New Mexico	\$6.50
Connecticut	\$18.00	New York	\$7.00
Delaware	\$25.00	North Carolina	\$10.00
District of Columbia (DC)	\$13.00	North Dakota	\$3.00
Florida	\$8.10	Ohio	\$5.00
Georgia	\$6.00	Oklahoma	\$27.50
Hawaii	\$23.00	Oregon	\$10.63
Idaho	\$9.00	Pennsylvania	\$12.00
Illinois	\$12.00	Rhode Island	\$20.00
Indiana	\$7.50	South Carolina	\$7.25
Iowa	\$8.50	South Dakota	\$5.00
Kansas	\$8.70	Tennessee	\$7.00
Kentucky	\$5.50	Texas	\$6.50
Louisiana	\$16.00	Utah	\$9.00
Maine	\$7.00	Vermont	\$17.00
Maryland	\$12.00	Virginia	\$7.00
Massachusetts	\$8.00	Washington	\$13.00
Michigan	\$7.00	West Virginia	\$9.00
Minnesota	\$5.00	Wisconsin	\$7.00
Mississippi	\$14.00	Wyoming	\$5.00
Missouri	\$5.80		

**Fees for Criminal and Motor Vehicle State Reports are subject to change as jurisdictional fees change.*

Your signature below certifies that you have read and agree to abide by the pricing schedule and confirms that if ESS places your company's orders the above checked searches, reports and tests are to be included in every report ordered by your company unless specifically noted on the Consent Form submitted to ESS.

Authorized Signature_____

Date:_____

Package Ordering: Package includes those searches checked. Specify number of county searches included.	Price	Notes/Comments
Standard package - Social Trace, Alabama Statewide	\$7.50 plus state fee	Current state fee for Alabama is \$5.00. This is subject to change without notice.
Standard Package + National Sex Offender	\$14.50 plus state fee	
Financial - Social Trace, Alabama Statewide and credit report	\$13.50 plus state fee	
Standard Package + MVR	\$10.50 plus state fees	Alabama MVR fee is \$9.75 and can change without notice.

ACCOUNT SET-UP

CONTACT INFORMATION					
Primary Contact Name		Telephone Number			
Title		Fax Number			
Address					
City/State/Zip Code		Email Address			
Secondary Contact		Telephone Number			
Title		Fax Number			
Address (if different from above)					
City/State/Zip Code		Email Address			
ACCOUNTING/BILLING REQUIRMENTS					
Account/Billing Contact					
Billing Address (if different from above)		Telephone			
Email Address		Fax Number			
Billing Method (How billing should be sent)		☐ Email to:			
Federal Tax ID #		Company Web Address			
AUTHORIZED USERS' INFORMATION					
Name	Title	Email Address	Telephone #	Secure Fax #	Authorized to: (Click on the box to check)
					☐ Order ☐ Received Result ☐ Review Results
					☐ Order ☐ Received Result ☐ Review Results
					☐ Order ☐ Received Result ☐ Review Results
					☐ Order ☐ Received Result ☐ Review Results
					☐ Order ☐ Received Result ☐ Review Results
					☐ Order ☐ Received Result ☐ Review Results
		INTERNET	EMAIL	FAX	TELEPHONE
How do you want to place orders?		☐	☐	☐	
How do you want to receive completed orders?		☐	☐	☐	
How do you want us to communicate questions and/or request for additional information?		☐	☐		☐ PREFERRED NUMBER

Authorization

I am (We are) entering into an agreement with Employment Screening Services to provide screening services and as part of the qualification process ESS will need to obtain banking information. By signing below, I (we) hereby authorize this information to be released to a representative of ESS.

Company Name: _____

✎ Authorized Signature: _____

Printed Full Name: _____

Co-Applicant Signature: _____

Printed Full Name: _____

Bank Information

Bank Name: _____

Physical Address: _____

Street,

City,

State,

Zip

Telephone: _____

Business Account #: _____

Trade References

Company Name: _____

Contact Name: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

Phone Number: _____

ABC Company

~~100 1st Avenue Birmingham Alabama 35242 | 800-555-1234~~

July 27, 2010

Account Set-Up – **Letter of Intent**
Employment Screening Services
2500 Southlake Park
Birmingham, AL 35244

To Whom It May Concern:

The purpose of this letter is to verify the following information:

ABC Company owns and operates Assisted Living Homes in the state of Alabama and Georgia. ABC Company will use ESS products for the purpose of pre-employment background screenings. Our anticipated monthly volume will be 5 -10 screenings.

Sincerely,

Mr. John Smith
Human Resource Manager

6.28.2016

Page 15

Tammy Nix

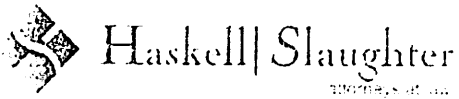
From: Kramer, Scott <skramer@montgomeryal.gov>
Sent: Friday, June 03, 2016 9:51 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Background checks

Donnie,

As a result of the time spent to hire qualified employees, Carmen Douglas, the Personnel Director and I have been working together to establish background checks for potential employees before there are actually hired. Before a potential employee is hired, they would have to pass the background check and the drug test. The background checks would vary based on the job description. The different categories of background checks will be based on whether they drive, have exposure with minors, or handle money. Otherwise the focus will be a criminal background check in the past seven years which is industry standard.

Scott Kramer and Carmen Douglas are recommending ESS to administer this program for the County. This company has a good reputation with (SHRM) the Society for Human Resource Management. The service agreement and the internal policy on background checks are enclosed for your review and legal opinion.

Scott Kramer
Director of Risk Management



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334 265 3573 F 334 264 7945

MEMORANDUM

June 13, 2016

TTE

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Employment Screening Services

I have reviewed your memorandum dated June 10, 2016, regarding an agreement with Employment Screen Services regarding background screening for potential County employees. I have also reviewed the agreement. Section 7.5.1 Dispute Resolution needs to be deleted and the County's standard dispute resolution language needs to be inserted 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 Employment Screening Services."

Provided the dispute resolution language is substituted everything else in the agreement appears to be in order and will be binding on all parties if executed.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

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

June 10, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion - Agreement with Employment Screening Services

Enclosed is an Agreement with Employment Screen Services (ESS) regarding background screening for potential County employees.

Also enclosed is correspondence from Director of Risk Management Scott Kramer recommending ESS to administer this program for the County.

Please review the enclosed documents and issue your opinion by Tuesday, June 14, 2016, as to whether this Agreement is acceptable.

As always, thank you for your assistance.

/tn

Enclosures



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 26, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : King's Bar and Grill Liquor License

The Sheriff's Office objects to issuing a Lounge Retail Liquor – Class I License to King's Bar and Grill. We have complaints from area residents including an employee of our agency; for this reason, we object to this license being issued.

DC/crv

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 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160411122309474



Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: KINGS BAR AND GRILL Filing Fee: \$50.00
Applicant: KINGS BAR AND GRILL LLC Transfer Fee:
Location Address: 14716 TROY HIGHWAY MATHEWS, AL 36052
Mailing Address: 16192 MERIWETHER TRAIL GRADY, AL 36036
County: MONTGOMERY Tobacco sales: NO Tobacco Vending Machines:
Type Ownership: LLC

Book, Page, or Document info: CORP 342 PGE 148-150

Date Incorporated: 02/12/2016 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 02/12/2016 Alabama State Sales Tax ID: R009410878

Name: Title: Date and Place of Birth: Residence Address:

JEWEL LOVETTE JEAN 8517717 - AL	OWNER	07/04/1984 MIAMI FLORIDA	16192 MERIWETHER TRAIL GRADY, AL 36036

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JEWEL JEAN

Business Phone: 334-202-4874

Fax:

Home Phone: 334-398-2160

Cell Phone: 334-398-2160

E-mail: JEWELJEAN28@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

83



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160411122309474



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MOUNT PROPERTIES LLC 334-657-9629
What is lessors primary business? PROPERTY OWNERS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1200 Display Square Footage:
Building seating capacity: 88 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JEWEL STILL JEAN	INTIMIDATION HARASSMENT--10-02-2012	TROY POLICE DEPT	GUILTY
JEWEL L JEAN	COMMUNICATING THREATS--03/10/2009	ASHVILLE NC POLICE DEPT	DROPPED
JEWEL L JEAN	BATTERY--05/30/2004 BATTERY--11/28/2008	MIAMI DADE POLICE DEPT	NOLLE PROS



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160411122309474



Initial each

☐ JJ

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ JJ

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ JJ

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ JJ

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ JJ

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ JJ

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ JJ

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ JJ

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ JJ

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jewel L. Jean

Signature of Applicant: Jewel L. Jean

Notary Name (print): Carolyn S Burdette

Notary Signature: Carolyn S Burdette

Commission expires: 8-21-2017

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20160411122309474
Application Payment Confirmation Number: 24742638

Payment Summary	
Payment Item	Fee
Application Fee for License 010	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I

License Type 2:

License County: MONTGOMERY

Business Type: LLC

Trade Name: KINGS BAR AND GRILL

Applicant Name: KINGS BAR AND GRILL LLC

Location Address: 14716 TROY HIGHWAY
MATHEWS, AL 36052

Mailing Address: 16192 MERIWHETHER TRAIL
GRADY, AL 36036

Contact Person: JEWEL JEAN

Contact Home Phone: 334-398-2160

Contact Business Phone: 334-202-4874

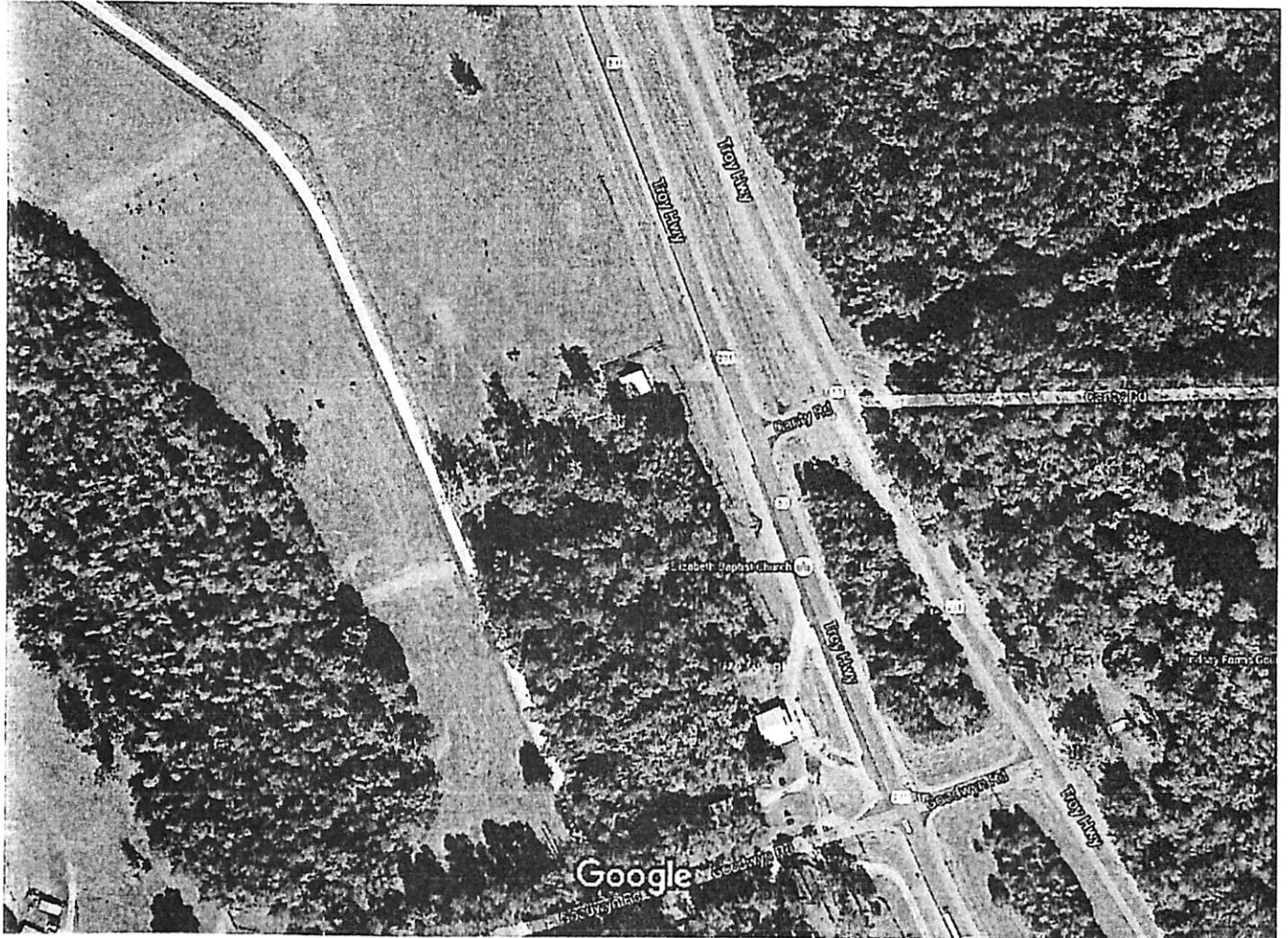
Contact Fax:

Contact Cell Phone: 334-398-2160

Contact Email Address:

Contact Web Address:

Google Maps



Imagery ©2016 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2016 Google 100 ft

Google Maps

Public Notices

IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY
MONTGOMERY, ALABAMA

Case No.: CV-2016-900661

DELTA PROPERTIES, LLC

Plaintiff,

Vs.

(Southlawn Est Plat 9
Lot 22 Block 5, Plat Book 23 Page 13)

AND

LORENZO CLAIBORN, his heirs or
devises, if deceased,
and Fictitious Defendants A, B, C and D,
and further persons claiming any
present, future, future contingent,
remainder, reversion, or other interest
in said land.
Defendants.

NOTICE

Notice is hereby given to the unknown
parties who may have an interest in the
above described real property situated
in Montgomery County, Alabama, that
on the 12th day of May, 2016, filed by
Delta Properties, LLC, hereinafter referred
to as Plaintiff filed a verified Complaint
in the Circuit Court of
Montgomery County, Alabama, Case
#CV-2016-900661 against the above described
real estate and lands situated in
Montgomery County, Alabama, and
against Lorenzo Claiborn, his heirs and
devises, if deceased, and the unknown
parties who may have interest, their
heirs and devisees if deceased in said real
property must answer the Complaint for
Quiet Title and for other relief filed
Delta Properties, LLC, by August 4, 2016
or thereafter, a judgment by default
may be rendered in regard to real estate
and lands being described as follows:

Lot 22, Block 5, of Southlawn Estates
Plat No. 9 as the Plat thereof is
appears of record in the Office of
the Judge of Probate of
Montgomery County, Alabama in
Plat Book 23 at Page 13.

Done this 26th day of May, 2016
Tiffany McCord
Circuit Clerk

Mont. Adv. 6/13, 6/20, 6/27, 7/4/2016
1340651

NOTICE

Notice is hereby given that application
has been made to the Montgomery
County Commission, Montgomery, Alabama,
for approval of a permit for the
sale of liquor at this location, namely:

NAME: KINGS BAR & GRILL
ADDRESS: 14716 TROY HIGHWAY,
MATHEWS, AL 36052

AND THAT PUBLIC HEARING ON SAID
APPLICATION HAS BEEN SET BEFORE
THE COUNTY COMMISSION AT:

9:30 A.M. JULY 5, 2016
At the Commission's Hearing Room, in
the Administration Building, 101 South
Lawrence Street, Montgomery, Alabama.
Anyone desiring To be heard either
for or against said application may ap-

Public Notices

pear in person at said time or may indicate
his or her wishes in writing by
Communication addressed to the
Montgomery County Commission.
Donald L. Mims, County Administrator
Montgomery County Commission
Mont. Adv. 6/27/2016
1381450

NOTICE OF MORTGAGE FORECLOSURE SALE

Alabama, Montgomery
County Default having been made pursuant
to the terms of that certain mortgage
executed by Lola M. Thompson,
surviving spouse of Bobby L. Thompson
to Bank of America, N.A., dated
07/21/10, said mortgage being recorded
in Book 04052, Page 0744, in the Office
of the Judge of Probate of
Montgomery County, AL said Mortgage
was last sold, assigned and transferred
to Federal National Mortgage
Association ("Fannie Mae"). Federal
National Mortgage Association ("Fannie
Mae"), under and by virtue of the
power of sale contained in said mortgage,
will sell at public outcry to the
highest bidder for cash or
certified/bank check only. The conducting
of the sale will be handled by Auction.com.
More information concerning
their policies and procedures on bidding
at the foreclosure sale can be
found on their website Auction.com.
The certified/bank check should be
made payable to or endorsed to RCO
Legal, P.C. The sale will take at 11:00
AM, on 07/11/16 at the Main Entrance
to the District Court at the Montgomery
County Courthouse, 251 South Lawrence
Street, Montgomery, AL 36104
the following real estate, situated in
Montgomery County, AL, to-wit: LOT
36, BLOCK C, ACCORDING TO THE MAP
OF FAIRFIELD SUBDIVISION PLAT NO.
4A AS SAID MAP APPEARS OF RECORD
IN THE OFFICE OF THE JUDGE OF PROBATE
OF MONTGOMERY COUNTY, ALABAMA, IN
PLAT BOOK 42, AT PAGE 118.
Said property is commonly known as
5932 FREESTONE PL,
MONTGOMERY, AL 36116. The indebtedness
has been and is hereby declared due
and payable because of default under the
terms of said Mortgage and Note, including
but not limited to the nonpayment of the
indebtedness as and when due. The
indebtedness remaining in default, this
sale will be made for the purpose of
paying the same, all expenses of the sale,
including attorney's fees and all other
payments provided for under the terms of
the Mortgage and Note. In accordance with
Ala. Code 56-5-248(h) notice is given
that Alabama law gives some persons
who have an interest in property the
right to redeem the property under certain
circumstances. Programs may also exist
that help persons avoid or delay the
foreclosure process. An attorney should
be consulted to help you understand these
rights and programs as part of the
foreclosure process. Said property will be
sold subject to the following items which
may affect the title to said property:
all zoning ordinances; matters which
would be disclosed by an accurate survey
or by an inspection of the property;
any outstanding taxes, including but not
limited to ad valorem taxes, which constitute
liens upon said property; special assessments;
all outstanding bills for public utilities which constitute

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME KINGS BAR & GRILL

ADDRESS 14716 TROY HIGHWAY, MATHEWS, AL 36052

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET
BEFORE THE COUNTY COMMISSION AT:

9:30 A.M. JULY 5 2016
(Month) (Day)

at the Commission's Hearing Room, in the Administration
Building, 101 So. Lawrence Street, Montgomery, Alabama.

Anyone desiring to be heard either for or against said
application may appear in person at said time or may
indicate his or her wishes in writing by communication
addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION JUNE 27, 2016

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY
OF THE APPLICANT. RUN ONE TIME.

June 15, 2016

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

**Re: Modification of Existing Lawrence Street Parking
Annex III
Montgomery, Alabama**

Dear Mr. Mims

As you are aware, we received sealed bids on the above referenced project on May 19, 2016 at 2:00 PM. After much effort and consideration to recruit potential bidders; two (2) bidders responded as outlined on the attached Bid Tabulation. Please find attached the certified bid tabulation for the receipt of bids. Please note that Liberty Design & Construction of Montgomery, Alabama was the apparent low bidder by a margin of \$20,119.41.

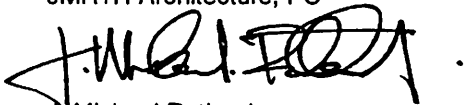
We do not recommend the acceptance of the Alternate.

Therefore, the Architect recommends award of Base Bid to the lowest responsible bidder which was Liberty Design & Construction of Montgomery, Alabama, whose low bid totaled \$68,200.00. Potential cost savings are being reviewed as documented in attached. Finally approved items will be deducted by change order as directed by Commission and staff.

Please review the attached information and authorize Notice to Proceed and contract execution as well as a Pre Award Conference at your earliest convenience.

Thank you for your consideration of this matter, we await your direction.

Best regards,
JMR+H Architecture, PC



J. Michael Rutland

TABULATION OF BIDS:

Modification of Existing Lawrence Street Parking - Annex III

Bids Received: 445 Dexter Avenue, Suite 5050, Montgomery, AL 36104

May 19, 2016 2:00 PM

Project No. 15-401

JMRH Est. \$42,000.00

BIDDERS	Surety	ENVELOPE ADD/DEDUCT	BASE BID	ALTERNATE NO. 1 Decorative Guardrail	TOTAL
Liberty Design & Construction	Fidelity and Deposit Company of Maryland	0.00	68,200.00	7,200.00	75,400.00
David Bulger, Inc.	Old Republic Surety Company	0.00	88,319.41	5,991.00	94,310.41
			\$20,119.41 difference between the	\$1,209.00 Difference in alternate	

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

Sworn and subscribed before me this 19 day of May, 2016
 Notary Public
 Renee M. Williams
 STATE OF ALABAMA

J. Michael Rutland, President
 Typed or printed Name and Title of Architect or Engineer

10-3

MCCH ANNEX #3 Handicap Parking

Listed below are items that were above the amount that was assigned for in our estimate for handicap parking. If you take \$17,962.00 listed below and add to our original estimate of \$ 41,556.00 you will have a total of \$59,518 which is a \$8,682.00 difference between the two.

- | | |
|---|--------------------|
| 1. Additional Fencing and Flag Men..... | \$ 4,062.00 |
| 2. Storm pipe structure / Concrete..... | \$ 6,600.00 |
| 3. General condition..... | <u>\$ 4,600.00</u> |
| | \$ 15,262.00 |

I believe the increase in numbers from our original estimate are from the effects of the upswing in the economy and the size and location of the project.

In addition, there is still a \$9,000.00 dollar intangible delta which can only be attributed to market conditions increase, a complicated site and management of a very intense downtown public area.

LIBERTY CONSTRUCTION CO. ESTIMATE SHEET									
MONTGOMERY, AL P (334) 271-0734 F (334) 271-0259									
NAME OF PROJECT: Parking Modifications									
Montgomery County Courthouse Annex III									
BID DATE: 5/20/16									
\$ 68,200.00									
Schedule of Values	Quantity	UNIT	Unit cost	LABOR	Unit Cost	MAT'L	Unit cost	SUB	Summary
Traffic Controls / Temp Fencing / Barricades / Demolition	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 13,400.00	\$ 13,400.00	\$ 13,400.00
Grade / Site Prep / Stone Base / Backfill	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00
Storm Pipe and Structures	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 8,442.00	\$ 8,442.00	\$ 8,442.00
Concrete - Curb & Gutter / Parking paving / Sidewalks	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 18,384.00	\$ 18,384.00	\$ 18,384.00
Concrete - Retaining Wall	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
Handrails	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Minor Asphalt Patching	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 880.00	\$ 880.00	\$ 880.00
General Conditions - Permits / Supervision / Clean up	1	L/S	\$ -	\$ -	\$ -	\$ -	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 68,200.00	\$ -	\$ -	\$ -	\$ -	\$ 68,200.00	\$ 68,200.00



Liberty Construction Co., LLC

General Contractors
P.O. Box 211041
Phone (334) 271-0734

Alabama License # 41067
Montgomery, AL 36121-1041
Fax (334) 271-0259

June 14, 2016

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

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

Dave,

We have taken time to examine our bid to determine cost savings for the owner. Below are suggestions for consideration for the owner.

Asphalt Paving Parking in lieu of Concrete Paving: -\$1,200.00 I have attached a marked up drawing indicating the area of change. The asphalt will require placing and compacting in lifts which would require several mobilizations and is time consuming as well.

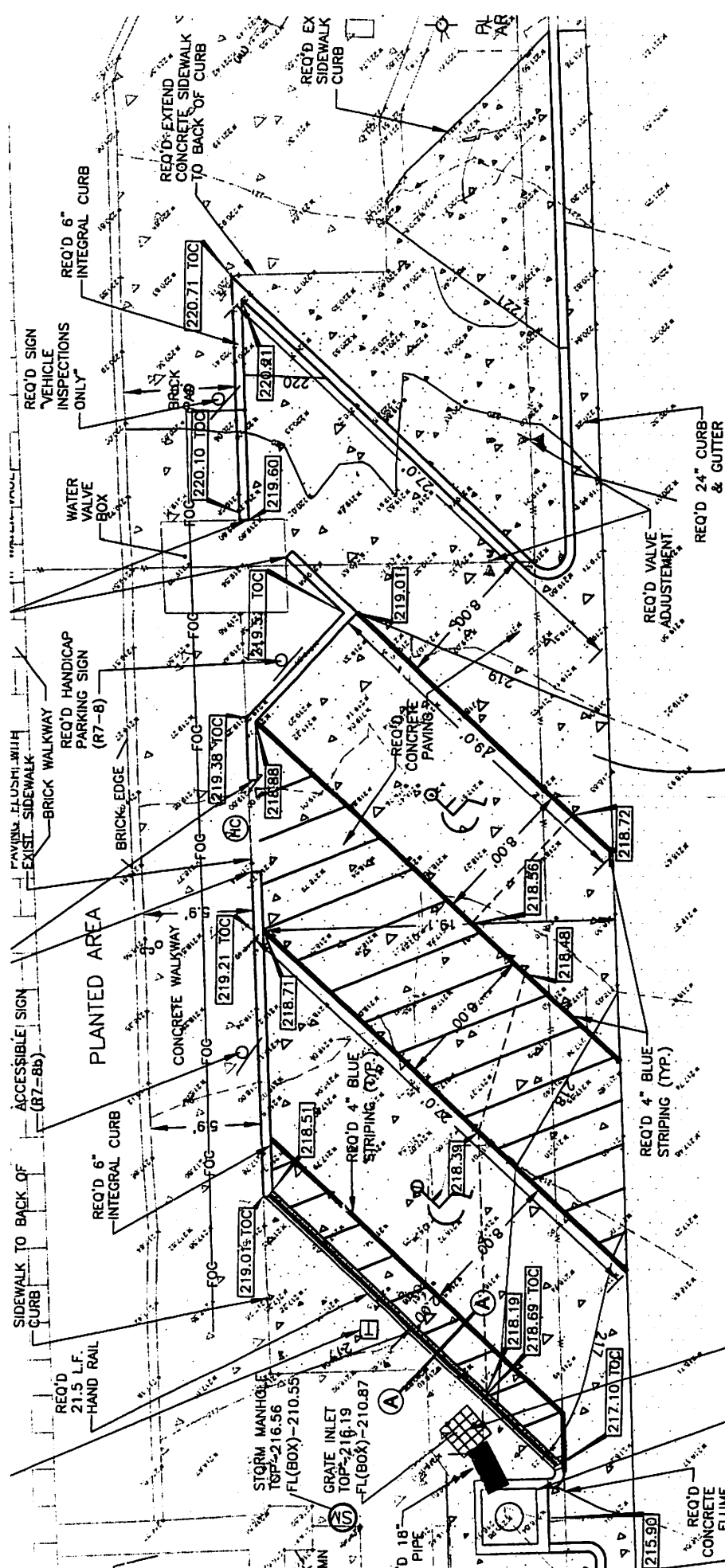
Metal Handrails - \$1,250.00 – We can use an alternate fabricator to provide and install the base bid handrail as described in the bid documents. The alternate fabricator pricing was received at bid time but our decision was to go with Davis Machine Works since their contact information was provided in an Addendum.

Contingency Allowance: \$0.00 – We have discussed placing an amount of “fear factor” in an owner contingency allowance. At this time, it’s difficult to place a value on this item. There will be accessibility issues throughout the project. The construction project really never goes exactly like the drawings indicate and the margin of error at this location is very tight.

Please let me know if I can offer anything else. Thank you for the opportunity to discuss.

Sincerely,

Chris Adams
Manager



SOUTH LAWRENCE STREET

- Heavy Duty Asphalt Paving*
- o 4 1/2" LAYER OF BASE
 - o TACK COAT
 - o 1 1/2" LAYER W/WEAR SURFACE
 - o COMPACTED IN PLACE
 - o APPROX 900 yd

- CITY OF MONTGOMERY
DEVELOPMENT
1. BEFORE WORK CONTACT A CITY
 2. ALL UTILITY STREETS MUST BE CITY MAINTENANCE LETTER FROM MA DEVELOPMENT PL
 3. ANY STREET

REQ'D REPLACE EXIST. GRATE WITH 2'x2' GRATE AND ADJUST TOP TO ELEV. 216.70

REQ'D CURB INLET TOP-216.40 FL(BOX)-212.40

REQ'D CONCRETE FLUME

10-7

JUL -5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

6/5/2016 REQUEST NUMBER 1

DEPARTMENT: Detention Facility REVIEWED: S. Thomas 6/13/2016
Finance Director Date
REQUESTED BY: Colonel W. Robinson Director APPROVED: _____
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Laundry and Dry Cleaning	001-52200-162	60,000	(20,000)	40,000
Contract Services	001-52200-304	93,000	20,000	113,000
TOTAL		153,000	0	153,000

JUSTIFICATION:

COVER COST OF CONTRACT SERVICES

JUL - 5 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	6/8/16
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	6/6/2016	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Const & Main Supplies	111-53400.213	108,170	(701)	107,469
Water & Sewer	111-53400.246	1,200	701	1,901
TOTAL		109,370	0	109,370

JUSTIFICATION:

To realign budget to cover the Water & Sewer utilities.

JUL - 5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	6/15/16
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	6/9/2016	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Const & Main Supplies	111-53199.213	164,710	(1,364)	163,346
Office Supplies/Minor Equip	111-53199.211	0	1,364	1,364
TOTAL		164,710	0	164,710

JUSTIFICATION:

To realign budget for Office Supplies/Minor Equipment

JUL - 5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Recreation Board	REVIEWED: S. Thomas	6/15/2016
	6/15/2016	Finance Director	Date
REQUESTED BY:	James Williams	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	008-57200 307	14,800	(5,000)	9,800
Misc Supplies	008-57200 219	19,000	5,000	24,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		33,800	0	33,800

JUSTIFICATION:

To realign the budget categories to cover supplies.

REQUEST NUMBER 3

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	6/15/2016
DATE:	6/14/2016		Finance Director	Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52602-551	20,500	(4,600)	15,900
Office Supplies	001-52602-211	15,000	1,600	16,600
Water & Sewer	001-52602-246	10,000	1,000	11,000
Telephone	001-52602-251	20,000	2,000	22,000
Repair & Maint. Vehicles	001-52603-234	12,000	(2,000)	10,000
Copy Machine Rental	001-52603-223	7,000	2,000	9,000
TOTAL		84,500	0	84,500

JUSTIFICATION:

Midyear adjustments for shortfalls in supplies, utilities and copy machine

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 65

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	6/20/2016
DATE:	6/20/2016	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
Family Justice Center	001-56701.450	30,000	50,000	80,000
Fund Balance	001.35900		(50,000)	
TOTAL		30,000	0	80,000

JUSTIFICATION:

To provide funding for 50% of the FY 2017 salary and benefits for the FJC Director. The City of Montgomery will provide \$50,000 for the remaining 50%. (The County provided \$30,000 for FY 2016).

6/13/16



Montgomery County Commissioners
Care of Donald Mims, County Administrator
101 S. Lawrence St.
Montgomery, Alabama 36014

Dear Mr. Mims,

On behalf of myself and the Board of Directors of One Place Family Justice Center (FJC), I want to first thank the County Commissioners for their continued support of the FJC for without it the Center could not thrive as it has over the first five years of its operation. As the new Director for the past 10 months it has been my job to come in and make sure that all of our operational and financial processes meet quality standards and position us to be able to fund raise at a level to sustain the organization. The organization has made great strides over the last year and will continue to move toward financial stability. We have written two Federal multiyear grants that will help the center greatly if funded and have applied locally for grants and have more in process. We feel good about those funding opportunities that we have applied for but will not know until later in the year if they have been successful. We have had two successful fundraising events and working on a third by years end. We were not successful with our United Way proposal as they have had to cut back on even funding those agencies that are already in their group of funded agencies. Funding for the Executive Directors salary was in that proposal. The Family Justice Center went to the City last week and requested help with the Executive Director's salary for the coming year and got a favorable response and commitment for half \$50,000.00 salary and benefits if the Family Justice Center could get the same commitment from the County.

I am formally requesting the County to assist funding half of the Executive Directors salary and benefits \$50,000.00 for the upcoming fiscal year. It is our goal to continue to search out other sources of funding so that in the future this position will not be on the back of the City and County. Thanks in advance for your consideration in this matter.

Sincerely,

Nathan Cook

Executive Director
One Place Family Justice Center

One Place Family Justice Center
530 South Lawrence Street • Montgomery, AL 36104 -4612
(334) 262-7378 (office) • (334) 263-3525 (fax) • www.oneplacefjc.org

12-2

JUL - 5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 66

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	6/20/2016
DATE:	6/20/2016	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 City County Library	001-57100.591	0	10,000	10,000
Fund Balance	001.35900		(10,000)	
TOTAL		0	0	10,000

JUSTIFICATION:
To provide funds for the replacement of the HVAC unit at the Pintlala Branch Library.

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

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Budget Change Request for Pintlala Library HVAC Unit

The Montgomery County Commission, during its meeting on June 20, 2016, agreed to place on the next agenda Budget Change Request Number 66 in the amount of \$10,000 for a new HVAC Unit at Pintlala Library.

I am requesting approval of this funding.

/tn

Attachment

Tammy Nix

From: Owes, Jaunita <jowes@montgomeryal.gov>
Sent: Thursday, June 09, 2016 1:55 PM
To: Donald Mims
Cc: garyburton1@charter.net; Julia Henig (jhenig@baptistfirst.org)
Subject: Pintlala Branch Library

Dear Mr. Mims;

On Monday of this week it was determined that the HVAC was not working properly thus a service request to city maintenance was made for repair/service. This morning, Doug Jones, Director of City Building Maintenance informed me that the unit needs to be replaced, it cannot be repaired. The estimated cost of the replacement is approximately \$10,000: \$8,450 for the unit, \$440 to rent a crane to lift the unit to the roof and \$1,000 to run duct work to fit the new unit.

The library's routine maintenance budget line cannot support this purchase. Our budget line only supports routine maintenance and repair of the building and its mechanical units.

Since this is an unforeseen/un-expected expense for the library, I am submitting this request with hopes that I am following the appropriate protocol to get the unit replaced.

I am sure that you will agree that Alabama summers are too hot to require employees and patrons to enter a building that is not equipped to provide expected comfort from the outside elements.

Please advise me of what should be done to secure these funds to complete the work. The City Maintenance Department will perform the work.

JUL -5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 67

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	6/20/2016
DATE:	6/20/2016	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
Second Chance Foundation	001-56125.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(404,200)	(5,000)	(409,200)
TOTAL		(404,200)	0	(404,200)

JUSTIFICATION:

To provide funding to the Second Chance Foundation for the program.

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

June 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Budget Change Request for Second Chance Foundation

The Montgomery County Commission, during its meeting on June 20, 2016, agreed to place on the next agenda Budget Change Request Number 67 in the amount of \$5,000 to the Second Chance Foundation for the program.

I am requesting approval of this funding.

/tn

Attachment

JUL - 5 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 68

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	6/20/2016
DATE:	6/20/2016		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 Dragon Boat Race and Festival, Inc.	001-51955.447	0	5,000	5,000
Donation Revenue	001-40000.47701	(409,200)	(5,000)	(414,200)
TOTAL		(409,200)	0	(409,200)

JUSTIFICATION:

To provide funding for the 2016 Montgomery Dragon Boat Festival.



Dear Chairman Dean,

The Montgomery Dragon Boat Festival is preparing to celebrate its 7th year on the river this August. Since 2010 the Montgomery Dragon Boat Festival has been bringing people together to paddle for a cause and has raised over \$200,000 for its beneficiaries; Bridge Builders Alabama and Rebuilding Together Central Alabama. Our teams represent local businesses, community organizations, faith based groups, and last year we had 7 teams from Maxwell AFB and Gunter Annex. We are working hard to recruit new teams this year so more people can enjoy racing down the Alabama River.

Over the past several years we have made an investment into the Festival atmosphere so we can make race day a fun experience for the general public as well as our paddlers. In 2015 we had 30 vendors from across the state participate in the event and live music from musicians from Montgomery and Opelika. The enhanced festival atmosphere helped the festival accommodate the largest number people from the general public. Over 10,000 people from Montgomery and the surrounding cities joined us on race day.

Our event has always been a free event to the public and we would like to keep it that way. The Montgomery Dragon Boat Festival is reaching out to the County Commission for support so we can continue to put on a wonderful event without charging attendees. We have received support City of Montgomery and this year the State of Alabama Tourism Bureau will be supporting us as well. We are asking the County Commission for \$5,000 to support the growth of the event and to keep the event free to the public. I hope that you and the other members of the County Commission can join us on August 27th for some exciting racing and a Festival that has been bringing people to the Riverfront since 2010.

Sincerely,

Andrew Szymanski
Executive Director

Richard Bradford
Chairman of the Board of Directors

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1094

Date Requisition Created: 6/6/2016 3:33:19 PM

Requisition Properties

Start Date	6/6/2016		WorkOrderNumber	
Desired Hire Date	6/20/2016		Recruitment Number	
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒
			Open Competitive	

Department and Class Information

Department Name		SelBudget		Job Class Code and Title	
Detention Facility	☒	50 - DETENTION FACILITY	☒	CO0420 - Corrections Office	☒
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☒	CO0419 - Corrections Officer Trainee			☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position #221 (Replacement of Rodney Smith)

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
---------------------------------	--	-----------	-----------------------

Notes

COUNTY
USE ONLY
Manpower
Data Entered
By

COUNTY
USE ONLY
Manpower
Data Entered
On

162

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

AGENDA

JUL - 5 2016

Date: June 29, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

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: 2016 ACCA Annual Convention

Traveler (s) Name: 1. Donald Mims 5. Andrew Hall
2. Ronda Walker 6. Jiles Williams
3. Elton Dean 7.
4. Dan Harris 8.

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

Total (est.) Cost: \$7,385.93 Advance Registration Required: \$1,200.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration -\$1,200.00 / Hotel - \$4,327.89/Meals - \$575.00/Mileage -\$1,283.04

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$7,385.93 and advance registration of \$1,200.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$34,500.00</u>	
Approved Requests:	<u>\$26,130.30</u>	
Budget Available:	<u>\$8,369.70</u>	
Current Requests:	<u>\$7,385.93</u>	
Budget Balance:	<u>\$983.77</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/30/2016

cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 49

Date: June 22, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

JUL - 5 2016

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 16, 2016 Return Date: August 18, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ACCA Convention

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

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$50.00
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. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$50.00 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>\$26,100.00</u>
Approved Requests:	<u>\$19,194.45</u>
Budget Available:	<u>\$6,905.55</u>
Current Requests:	<u>\$300.00</u>
Budget Balance:	<u>\$6,605.55</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/23/2016

cc: Finance Director / Buyer

17-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 50

AGENDA

JUL -5 2016

Date: June 23, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Minneapolis, MN

Departure Date: October 30, 2016 Return Date: November 6, 2016

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: attend CIT Training

Traveler (s) Name: 1. Cedric Leonard 4. _____

2. _____ 5. _____

3. _____ 6. _____

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

Total (est.) Cost: \$3,200.00 Advance Registration Required: \$710.00

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

Additional Comments: _____

All Expense will be incurred in the 2017 budget.

Registration will be prepaid.

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$3,200.00 and advance registration of \$710.00 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>\$26,100.00</u>
Approved Requests:	<u>\$19,194.45</u>
Budget Available:	<u>\$6,905.55</u>
Current Requests:	<u>\$300.00</u>
Budget Balance:	<u>\$6,605.55</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/27/2016

cc: Finance Director / Buyer

173

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: June 2, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

AGENDA

JUL - 5 2016

Request approval to be granted for the following:

Destination: Franklin Marriott Cool Springs, Franklin, TN 37067

Departure Date: August 29, 2016 Return Date: September 2, 2016

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend the National Roadside Vegetation Management Association Annual Conference

Traveler (s) Name: 1. Danise Nettles 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,327.20 Advance Registration Required: \$150.00

Department Name: Engineering Dept. Fund Name: 111-53600.265

Additional Comments: Lodging: \$516.
Meals: \$375.
Mileage: \$286.20

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,327.20 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$2,340.00</u>	
Budget Available:	<u>\$4,660.00</u>	
Current Requests:	<u>\$1,327.20</u>	
Budget Balance:	<u>\$3,332.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/8/2016

cc: Finance Director / Buyer

17-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

JUL -5 2016

Date: June 22, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn Marriott Opelika Hotel & Conference Center
Departure Date: October 26, 2016 Return Date: October 27, 2016
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Pesticide Applicator University

Traveler (s) Name: 1. Scott Missildine 4. Dane Despaw
2. Kory Petty 5. _____
3. Daniel Owens 6. _____

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

Total (est.) Cost: \$396.00 Advance Registration Required: \$396.00
Department Name: Engineering Department Fund Name: General Fund 001-55600.265
Additional Comments: Payment will be Prepaid in FY 2016 but Expensed in the FY 2017 Budget

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$396.00 and advance registration of \$396.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-55600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,800.00</u>
Approved Requests:	<u>\$1,723.88</u>
Budget Available:	<u>\$76.12</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$76.12</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/22/2016

cc: Finance Director / Buyer

17-5

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Date: June 28, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

AGENDA

JUL -5 2016

Request approval to be granted for the following:

Destination: Hilton Garden Inn, Eastchase, Montgomery, Alabama

Departure Date: September 22, 2016 Return Date: September 22, 2016

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend seminar on Finance and Accounting for Non-Financial People

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$149.00 Advance Registration Required: \$149.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 and advance registration of \$149.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$5,617.20</u>
Budget Available:	<u>\$1,382.80</u>
Current Requests:	<u>\$149.00</u>
Budget Balance:	<u>\$1,233.80</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/28/2016

cc: Finance Director / Buyer

176

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

JUL -5 2016

Date: June 21, 2016

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: July 13, 2016

Return Date: July 15, 2016

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: The American Cadastre (20 HRS)

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$835.48

Advance Registration Required: \$300.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments: REGISTRATION: \$300.00 MEAL: \$225.00

MILEAGE: \$60.48 LODGING: \$250.00

TOTAL EST. COST: \$835.48

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$835.48 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$30,000.00

Approved Requests: \$11,958.19

Budget Available: \$18,041.81

Current Requests: \$835.48

Budget Balance: \$17,206.33

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/22/2016

cc: Finance Director / Buyer

17-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Date: June 27, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

JUL - 5 2016

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: July 27, 2016 Return Date: July 29, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Real and Personal Property Calculations (20 hrs)

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

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: FYI: Clay Henley is an instructor for this class, so Auburn University is covering his lodging/expenses.

TOTAL EST. COST: \$0

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$11,958.19</u>	
Budget Available:	<u>\$18,041.81</u>	
Current Requests:	<u>\$2,710.48</u>	
Budget Balance:	<u>\$15,331.33</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/28/2016
cc: Finance Director / Buyer

17-8

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 20

AGENDA

JUL - 5 2016

Date: June 15, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Troy, AL
Departure Date: September 28, 2016 Return Date: September 28, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Troy University's Office of Career Services Career Fair

Traveler (s) Name: 1. Margaret Broekhoven 4. _____
2. Brittany Lopez 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: _____

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$18,000.00</u>
Approved Requests:	<u>\$11,010.63</u>
Budget Available:	<u>\$6,989.37</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$6,889.37</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/16/2016
cc: Finance Director / Buyer

17-9

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

AGENDA

JUL - 5 2016

Date: June 15, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: August 11, 2016 Return Date: August 11, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 5th Annual Congressional Job Fair

Traveler (s) Name: 1. Margaret Broekhoven 4. _____
2. Brittany Lopez 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

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

The above request is app 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$18,000.00</u>	
Approved Requests:	<u>\$11,010.63</u>	
Budget Available:	<u>\$6,989.37</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$6,889.37</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/16/2016
cc: Finance Director / Buyer

1710

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

AGENDA

JUL - 5 2016

Date: June 21, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 21, 2016 Return Date: July 22, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Fred Pryor Seminars 2 Day Courses: Excel Basics and Beyond the Basics

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

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

Total (est.) Cost: \$128.00 Advance Registration Required: \$128.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$128.00 and advance registration of \$128.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$18,000.00</u>
Approved Requests:	<u>\$11,010.63</u>
Budget Available:	<u>\$6,989.37</u>
Current Requests:	<u>\$228.00</u>
Budget Balance:	<u>\$6,761.37</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/22/2016

cc: Finance Director / Buyer

17-11

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 23

Date: June 28, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

AGENDA

JUL - 5 2016

Request approval to be granted for the following:

Destination: Destin, FL
Departure Date: August 2, 2016 Return Date: August 5, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the EEOC Destin Seminar

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

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

Total (est.) Cost: \$1,967.24 Advance Registration Required: \$698.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$698.00; Hotel - \$912.42; Mileage - \$206.82; Food - \$150.00

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,967.24 and advance registration of \$698.00 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>\$18,000.00</u>	
Approved Requests:	<u>\$11,010.63</u>	
Budget Available:	<u>\$6,989.37</u>	
Current Requests:	<u>\$2,195.24</u>	
Budget Balance:	<u>\$4,794.13</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/29/2016

cc: Finance Director / Buyer

17-12

Revised October 12, 2005

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status:

Date Requisition Created: 6/27/2016 10:06:09 AM

Requisition ID:

Requisition Properties

Start Date	07/18/2016		WorkOrderNumber	
Desired Hire Date	07/11/2016		Recruitment Number	
Position Type	Prefer Position(s) to be Filled By			
Open Competitive, Reemployment & Transfer	☒		Open Competitive & Transfer	☒

Department and Class Information

Department Name	☒	SelBudget	☒	Job Class Code and Title	☒
Probate		75 - PROBATE		CO0016 - Customer Service Clerk	
Override Dept Name	☒	Certify Register from Alternate Job Class			☒
Probate		CI0025 - Customer Service Clerk			

List Requirements

Please click on the "Save" icon at the top of the page to view the [Details](#) link and enter specific details about the vacancy.

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
3 ☒	Montgomery County ☒	Full-Time ☒
Notes		
750016058, 750016066, 750016051		

Requisition Supporting Information

You must first Save changes to create the Requisition record before entering supporting information.

Attachments

You must first Save changes to create the Requisition record before attaching supporting documents.

Upload Attachment

Contact Information

Not Used

Not Used

MONTGOMERY
AREA CHAMBER OF COMMERCE

AGENDA

JUL -5 2016

June 20, 2016

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Tuesday July 5, 2016 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE NINE REGION.

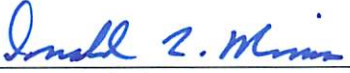
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		For Reference, See	
☐	1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐	2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐	3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐	4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 18, 2016, at 8:00 in the morning.



Administrator



Chairman