

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 16, 2019

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 Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims introduced his wife, Gay Mims and his son, Nathan Mims.

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

DISCUSSION BY THE COMMISSION

Chairman Dean requested to add an additional item to his miscellaneous appropriations for agencies account that was on the agenda.

Chairman Dean requested to add an additional item to his miscellaneous appropriations for education account that was on the agenda.

Commissioner Singleton requested to add an additional item to his miscellaneous appropriations from designated revenue that was on the agenda.

The Commission discussed the Funding Agreement with the City of Montgomery regarding the Garrett Coliseum Renovation Project. Commissioner Singleton noted that the City of Montgomery has not agreed to the terms of the agreement and that Mayor Steven Reed is still reviewing it. After discussion, the Commission agreed to table this item that was on the agenda.

Administrator Mims noted that the next Commission meeting will be held on Tuesday, January 14, 2020. The Information Session will begin at 3:30 p.m. and the Formal Session will begin at 5:00 p.m.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding Amendment Number 1 to Contract with Gulf State Distributors regarding a one (1) year extension, beginning January 22,

2020 and ending on January 21, 2021 and a 5% price increase for law enforcement emergency equipment, Contract Number 52110-19B-009. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF PROBATION OFFICER RAY WILLIAMS AND COUNCIL MANAGER LILETTA JENKINS WITH THE ALABAMA DEPARTMENT OF EARLY CHILDHOOD EDUCATION

Chief Probation Officer Ray Williams briefed the Commission regarding a Grant Agreement with the Alabama Children's Policy Council to provide funding for the establishment of the Montgomery County Children's Policy Council as a 501c3.

Council Manager Liletta Jenkins with the Alabama Department of Early Childhood Education explained that the department would be awarding \$500 grants to County Children's policy Councils that desire to become a 501(c)(3). However, in order to apply for the grant funds, the Council would need a fiscal agent that can accept state funds on their behalf. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that he and Information Technology Specialist Alfred Jones reviewed the technology requirements at Flatwood Community Center. He stated that the information has been sent to Architect Johnny Raines with Barganier Davis Williams.

Mr. Ialacci noted that he would be presenting a Contract at the next meeting regarding the equipment and primary services for the new data center.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Bid Award to Cintas Corporation for uniform rental, Bid Number 53300-20B-003. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

Mrs. Hawk encouraged the Commissioners to select their locations for 2020 On the Road Meetings as soon as possible so that she can publicize the meetings.

PRESENTATION BY PRESIDENT AND CEO PERRY H. FONTANA WITH FONTANA ENERGY ASSOCIATES, LLC AND DEVELOPMENT DIRECTOR JAMES DERMODY WITH LIGHTSOURCE BP RENEWABLE DEVELOPMENT

President and CEO Perry H. Fontana with Fontana Energy Associates, LLC and Development Director James Dermody with Lightsource BP Renewable Development updated the Commission regarding Black Bear Solar.

PRESENTATION BY MR. NIMROD T. FRAZER, JR., WITH INDUSTRIAL PARTNERS, LLC

Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC presented a Resolution regarding the Option and Purchase and Sale Agreement with Industrial Partners dated August 30, 2004. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Frazer briefed the Commission regarding a Purchase and Sale Agreement with Industrial Partners, LLC for a sale of 42.4 acres of land in the Montgomery Industrial Park. After discussion, the Commission agreed to place this item on the next agenda.

PRESIDENT A.Z. HOLLOWAY AND VICE PRESIDENT ANTONIO PARKER WITH MAGGIE STREET COMMUNITY DEVELOPMENT CORPORATION

President A.Z. Holloway and Vice President Antonio Parker with Maggie Street Community Development Corporation briefed the Commission regarding the Virtual Leadership Academy and requested \$15,000 for the program. No action was taken by the Commission.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding a Purchase and Sale Agreement for Property located at the Montgomery County Activity Center to Tom Hall for Construction of a Road. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an invoice for payment regarding the 2019 Membership Dues in the Amount of \$4,587 to the National Association of Counties (NACo). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an invoice for payment regarding the FY2020 Appropriation to Garrett Coliseum in the amount of \$50,000. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen requested authorization for Goodwyn, Mills and Cawood, Inc., to prepare the final construction documents and move forward with the Bid Process regarding the renovation of the Perry Street Parking Deck. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Amwaste, LLC for Clean Saturday Refuse Collection Service, Bid Number 51100-20B-007. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Diversified Companies, LLC for Off-Site Printing of Notices, Bid Number 51500-20B-009. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an email from Architect Johnny B. Raines, III, with Barganier Davis and Williams Architects Associated regarding proposed addition and renovations for the Flatwood Community Center. No action was taken by the Commission.

Administrator Mims presented a Contract with Barganier Davis and Williams Architects Associated regarding renovation to the Flatwood Community Center. No action was taken by the Commission.

Administrator Mims presented the Flatwood Community Center Usage Report for 2019.

Administrator Mims presented an email from Director of Development Pamela Swan with the Alabama Dance Theatre requesting \$15,000 for Community Outreach Programs. After discussion, the Commission agreed to appropriate \$15,000 from designated revenue after January 1, 2020.

Administrator Mims presented an email from Dr. Tommie H. Stewart, Creative and Executive Director of the MLK Citywide Celebration requesting Funding for the Martin Luther King, Jr., Celebration. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$6,000 for this event to the agenda.

Administrator Mims briefed the Commission regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an email from Personnel Director Carmen Douglas informing the Commission that J C Love, III could not serve on the Personnel Board since he has been appointed as the Probate Judge. Chairman Dean said that he would present a recommendation at the next meeting.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker informed her fellow Commissioners that she and Chairman Dean attended a meeting with the Local Legislative Delegation and other local leaders regarding education in Montgomery County.

RECESS TO FORMAL SESSION

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Montgomery YMCA Vice President Sam Adams.

The Pledge of Allegiance was led by Montgomery YMCA Rising Achievers.

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

COMMENTS BY ATTENDEES

Director of American Association for Children William L. Gailliard extended his appreciation to County Administrator Donnie Mims for his encouragement and support through the years. Mr. Gailliard especially thanked Commissioner Sankey and all the Commissioners for their support.

Circuit Court Presiding Judge Johnny Hardwick said good morning to everyone and congratulated County Administrator Donnie Mims for the work he has done as the county administrator. He stated that he was expressing appreciation to Mr. Mims on behalf of all the judges of the Fifteenth Judicial Circuit Court. Judge Hardwick also thanked the Commission for its support of the renovation to the Phelps-Price Justice Center. He said he believes the renovation will be an enhancement to Montgomery County. Judge Hardwick wished everyone Happy Holidays, peace and good will toward all men.

Montgomery YMCA Director of the Rising Achievers Mentoring Program Dr. Tiffany Barlow said good morning and shared information about the mentoring program. She said the program is housed at Capitol Height Middle School where 30 middle school girls are mentored by 12 teachers. Dr. Barlow also described some of their activities, including college preparatory study, theater visits and college campus tours. Four members of the Rising Achievers Mentoring Program introduced themselves and shared what they liked best about the program. They also thanked the Commission for their time and support.

Chairman Dean thanked Dr. Barlow and the members of the Rising Achievers mentoring program for attending the meeting.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of December 2, 2019. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton 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

SHERIFF'S OFFICE – APPROVED PROPOSED 2020 LEGISLATIVE AGENDA ITEM TO PROVIDE FOR THE QUALIFICATIONS OF THE SHERIFF AND TO REQUIRE COMPLETION OF CONTINUING EDUCATION

Commissioner Harris made a motion to approve the Proposed 2020 Legislative Agenda Item to Provide for the Qualifications of the Sheriff and to Require Completion of Continuing Education. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Montgomery County Sheriff Qualification Bill, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AGREEMENT WITH HODGES-MACE FOR FULL DEPENDENT ELIGIBILITY VERIFICATION

Commissioner Harris made a motion to approve the Agreement with Hodges-Mace for Full Dependent Eligibility Verification. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Agreement, Exhibit A and Email, Agenda Pages 2-1 through 2-6, are attached to these Minutes.)

COUNTY COMMISSION – TABLED FUNDING AGREEMENT WITH THE CITY OF MONTGOMERY REGARDING THE GARRETT COLISEUM RENOVATION PROJECT

Commissioner Harris made a motion to table the Funding Agreement with the City of Montgomery regarding the Garrett Coliseum Renovation Project. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-5, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH VULCAN SIGNS REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 4, 2020 AND ENDING ON JANUARY 3, 2021 AND A 5% PRICE INCREASE FOR TRAFFIC SIGNAGE AND SUPPLIES, CONTRACT NUMBER 53104-19B-004

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Vulcan Signs regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Traffic Signage and Supplies, Contract Number 53104-19B-004. The motion was seconded by Commissioner Harris and unanimously approved

by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH STEPHENS CONSTRUCTION & CONCRETE REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 4, 2020 AND ENDING ON JANUARY 3, 2021 AND A 5% PRICE INCREASE FOR CRUSHED STONE, CONTRACT NUMBER 53000-19B-005

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Stephens Construction & Concrete regarding a One (1) Year Extension, Beginning January 4, 2020 and Ending on January 3, 2021 and a 5% Price Increase for Crushed Stone, Contract Number 53000-19B-005. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH SIGNS NOW REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 22, 2020 AND ENDING ON JANUARY 21, 2021 AND A 5% PRICE INCREASE FOR GRAPHICS AND LETTERING, CONTRACT NUMBER 52110-18B-007

Vice Chairman Walker made a motion to approve Amendment Number 2 to Contract with Signs Now regarding a One (1) Year Extension, Beginning January 22, 2020 and Ending on January 21, 2021 and a 5% Price Increase for Graphics and Lettering, Contract Number 52110-18B-007. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

TAX AND AUDIT – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH MONTGOMERY ARMORED CAR SERVICE, INC., REGARDING A THIRTY (30) DAY EXTENSION, BEGINNING JANUARY 1, 2020 AND ENDING ON JANUARY 31, 2021 FOR ARMORED CAR SERVICES, CONTRACT NUMBER 51100-17B-004

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Montgomery Armored Car Service, Inc., regarding a Thirty (30) Day Extension, Beginning January 1, 2020 and Ending on January 31, 2021 for Armored Car Services, Contract Number 51100-17B-004. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CERTIFICATE DESIGNATING AUTHORIZED COUNTY REPRESENTATIVE FLORENCE M. CAUTHEN FOR THE MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY REVENUE WARRANTS AND THE MONTGOMERY COUNTY GENERAL OBLIGATION WARRANTS TO REGIONS BANK, TRUSTEE AND PAYING AGENT

Commissioner Singleton made a motion to approve the Certificate Designating Authorized County Representative Florence M. Cauthen for the Montgomery County Public Building Authority Revenue Warrants and the Montgomery County General Obligation Warrants to Regions Bank, Trustee and Paying Agent. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, County Authorization Certificate and Email, Agenda Pages 8-1 through 8-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to agencies included in the December 16, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests included in the December 16, 2019 Agenda. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests included in the December 16, 2019 Agenda. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO BEAR BROTHERS, INC., FOR BUILDING RENOVATIONS OF THE MONTGOMERY COUNTY COURTHOUSE PHELPS-PRICE JUSTICE CENTER AND RELATED CONTRACT, SUBJECT TO REVIEW BY COUNTY ATTORNEY

Commissioner Singleton made a motion to approve Bid Award to Bear Brothers, Inc., for Building Renovations of the Montgomery County Courthouse Phelps-Price Justice Center and Related Contract, Subject to Review by County Attorney. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter and Attachment, Agenda Pages 12-1 through 12-26, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBERS 1 AND 2

Commissioner Singleton made a motion to approved Budget Change Request Numbers 1 and 2, Appraisal Department. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBERS 12 AND 13

Commissioner Harris made a motion to approve Budget Change Request Numbers 12 and 13, County Commission Appropriations. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Vice Chairman Walker made a motion to approved Budget Change Request Number 2, Tax & Audit Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, are attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED TEMPORARY APPOINTMENT OF LAURA HUGHLEY, ADMINISTRATIVE SUPPORT SPECIALIST, PAY GRADE A04 STEP 3 (\$30,795) TO SR. ADMINISTRATIVE ASSISTANT, PAY GRADE A06 STEP 1 (\$36,284)

Commissioner Harris made a motion to approve Temporary Appointment of Laura Hughley, Administrative Support Specialist, Pay Grade A04 Step 3 (\$30,795) to Sr. Administrative Assistant, Pay Grade A06 Step 1 (\$36,284). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 16-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Officer, Position Number 300359014

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Stores Clerk I, Position Number 500018194
2. Corrections Officer Trainee, Position Number 500419007
3. Corrections Officer Corporal, Position Number 500425135

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-1 through 18-3, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE –APPROVED POSITION FILL REQUESTS (4)

1. Assistant Revenue Branch Supervisor, Position Number 800105001
2. Assistant Revenue Branch Supervisor, Position Number 800105002
3. Assistant Revenue Branch Supervisor, Position Number 800105003
4. Assistant Revenue Branch Supervisor, Position Number 800105004

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 19-1 through 19-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff Corporal, Position Number 550429054

Commissioner Sankey made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 20-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|----------------------------------|-------------------------|
| 1. District Attorney’s Office | Request Number 3 |
| 2. Probate Judge’s Office | Request Numbers 2 and 3 |
| 3. Revenue Commissioner’s Office | Request Number 1 |

- | | | |
|----|------------------------|------------------|
| 4. | Tax & Audit | Request Number 4 |
| 5. | Parks and Recreational | Request Number 1 |
| 6. | Personnel Department | Request Number 2 |

Vice Chairman Walker made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 21-1 through 21-7, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – APPROVED JOB DESCRIPTION FOR THE POSITION OF COUNTY ADMINISTRATOR

Vice Chairman Walker made a motion to approve the Job Description for the Position of County Administrator. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Job Description, Agenda Pages 22-1 through 22-6, are attached to these Minutes.)

WAIVE RULES

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

YOUTH FACILITY – APPROVED GRANT AGREEMENT WITH THE ALABAMA CHILDREN’S POLICY COUNCIL TO PROVIDE FUNDING FOR THE ESTABLISHMENT OF THE MONTGOMERY COUNTY CHILDREN’S POLICY COUNCIL

Commissioner Harris made a motion to approve the Grant Agreement with the Alabama Children’s Policy Council to Provide Funding for the Establishment of the Montgomery County Children’s Policy Council. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Documents, Agenda Pages 23-1 through 23-16, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 14 IN THE AMOUNT OF \$6,000 FOR THE MARTIN LUTHER KING, JR., CITYWIDE CELEBRATION

Commissioner Singleton made a motion to approve Budget Change Request Number 14 in the amount of \$6,000 for the Martin Luther King, Jr., Citywide Celebration. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 24-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Attorney Thomas Gallion wished everyone a Merry Christmas.

County Engineer George Speake thanked the Commission for another great year and wished everyone a Merry Christmas.

Commissioner Singleton said that he was very proud of the students in the YMCA Rising Achievers Mentoring Program. He also said that it was a sad day for him because County Administrator Donnie Mims is retiring. Commissioner Singleton said that Mr. Mims has done a great job and that he and Mr. Mims would continue to work together on outside projects.

Commissioner Sankey said Happy Holidays and hopes peace and joy will rest upon everyone throughout the new year. He wished Mr. Mims all the best on his retirement and thanked Dr. Barlow and the Rising Achievers for attending the meeting. Commissioner Sankey encouraged the young ladies to continue to pursue their education.

Vice Chairman Walker wished everyone a Merry Christmas and a Happy New Year. She recognized State Representative Reed Ingram in the audience and also congratulated Mr. Mims on his retirement.

County Attorney Gallion commented on the career of County Administrator Mims. He said that he had never worked with a more efficient, competent, honest and dedicated person than Donnie Mims.

Commissioner Harris wished everyone a Merry Christmas and Happy New Year. He told Dr. Barlow and the young ladies of the mentoring program that he could relate to them because he attended the YMCA as a kid during the summer. Commissioner Harris said the YMCA kept him out of trouble because he was busy enjoying the activities the facility had to offer. He also acknowledging State Representative Reed Ingram and thanked him for attending the meeting. Commissioner Harris then congratulated County Administrator Donnie Mims on his retirement.

Chairman Dean said Merry Christmas and Happy New Year to everyone. He said that he would like to applaud the department heads and all their employees for the great work they have done during the year. Chairman Dean also congratulated County Administrator Donnie Mims on his retirement. Chairman Dean encouraged the young ladies of the Rising Achievers to continue the program and do their best in school.

PRESENTATION BY THE COMMISSIONERS TO COUNTY ADMINISTRATOR DONALD MIMS

The Montgomery County Commissioners presented County Administrator Donald L. Mims with a Resolution on his retirement after over 30 years of dedicated service to Montgomery County.

County Administrator Mims thanked the Commission for honoring him with the Resolution. He stated that three years ago he was in his office and the Lord spoke to his heart. Mr. Mims said

one of the things the Lord said to him was to prepare to leave. He said he has a higher calling. Mr. Mims said he will continue to serve the public.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on December 16, 2019, at 10:09 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

12-16-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-27-19

Check Number	To	Check Number
290488		290499
Total Checks Paid		\$195,074.81

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-27-19

Check Number	To	Check Number
290500		290524
Total Checks Paid		\$536,961.85

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-6-19

Check Number	To	Check Number
290525		590579
Total Checks Paid		\$199,289.45

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

EFT's included in amount

Replaced ck# 289619 with ck# 290525 for \$15.91

12-16-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-6-19

Check Number	To	Check Number
290580		290665
Total Checks Paid		\$598,857.46

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/6/19

Payroll Check Number	133392	To	Payroll Check Number	133457	\$	47,675.19
Direct Deposits					\$	913,254.34
Payroll Check Number	133458	To	Payroll Check Number	133479	\$	49,614.06
Direct Deposits					\$	616,474.43
Federal Deposits					\$	311,691.75
Total Payroll Paid					\$	1,938,709.77

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

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC 16 2019

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed 2020 Legislative Agenda Item to Provide for the Qualifications of the Sheriff and to Require Completion of Continuing Education

During the December 2, 2019 County Commission meeting, Lobbyists Cassandra Crosby and Ron Drinkard with the Crosby Drinkard Group, LLC presented the proposed 2020 Legislative Agenda Items. After discussion, the Commission agreed to place on the next agenda the proposed bill relating to Montgomery County; to provide for the qualifications of the sheriff; and to require completion of continuing education.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

1-1

203389-1 : n : 11/14/2019 : FC / tj LSA2019-2875

A BILL
TO BE ENTITLED
AN ACT

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

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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

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

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

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

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

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

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

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

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

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

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

DEC 16 2019

November 21, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly Leverette *HL*
Director of Risk Management

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

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

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

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

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

Cc: Florence Cauthen, Deputy Administrator



November 21, 2019

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

RE: Confirmation of SmartBen Sentry® Services

Dear Mr. Mims:

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

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

Term

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

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

Compensation for the Services

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

Confidentiality

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

Indemnification

HM agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal

5775 Glenridge Drive NE, Building E, Suite 500 | Atlanta, GA 30328

2-2



fees, and all other expenses incurred by MCC as a result of claims by a third-party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of HM, its employees, agents and officers. HM agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OR DATA, OR LOSS OF REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

Dispute Resolution

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

Entire Agreement; Electronic Signature

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

Conclusion

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

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

Sincerely,

Greg Hodges, Co-CEO

5775 Glenridge Drive NE, Building E, Suite 500 | Atlanta, GA 30328

2-3



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

Montgomery County Commission

Signature of Authorized Person: _____

Printed Name of Authorized Person: _____

Title of Authorized Person: _____

Effective Date: _____

EXHIBIT A
SMARTBEN SENTRY® DEPENDENT VERIFICATION SERVICES

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

Donald Mims

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

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

Sent from my iPhone

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC 16 2019

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Funding Agreement regarding Garrett Coliseum Renovation Project

The Montgomery County Commission, at its meeting on December 2, 2019, agreed to place on the next agenda a Funding Agreement with the City of Montgomery regarding renovations to the Garrett Coliseum.

Attached is the Funding Agreement along with the Summary for the proposed Funding Agreement.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated _____, 2020 (the "Agreement") is entered into by the **CITY OF MONTGOMERY** (the "City") and **MONTGOMERY COUNTY COMMISSION** (the "County").

RECITALS

A. The City is planning on renovating the Garrett Coliseum (collectively, the "Project") located within the City of Montgomery, Alabama.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base.

C. Pursuant to this Agreement, the County has agreed to make the County Contributions (defined herein) to the City to provide funds for the Project.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the County.

The County hereby finds and determines that:

(a) The County Contributions to be made pursuant to this Agreement will benefit the people of the County to an extent that fully warrants and justifies such contributions.

(b) The County is making public funds available to the City for the purpose of promoting the economic development of the County. The County has determined that the execution and delivery of this Agreement and the consummation of the transactions described herein will promote economic development in the County as follows:

(i) The renovation and operation of the Project are in the economic interest of the County. The Project will provide an opportunity for employment of residents of the County on both a temporary and permanent basis.

(ii) The Project will provide an opportunity to attract larger and additional cultural, recreational, sports and convention activities to the County. These activities will bring more people to the restaurants, hotels and retail establishments in the County, all of which will expand the County's tax base.

(iii) The availability of quality cultural events and sporting events in the County through the continued operation of the Project will aid in the economic development of the County by providing an incentive for businesses to locate, expand or remain in the County.

Section 2. County Contributions.

After the Project begins operations, the County will contribute to the City an aggregate amount not in excess of \$500,000 as needed by the City to pay costs of operation and maintenance of

the Project due to a shortfall in operations. Such funds shall be available to the City for the period beginning on the placed in service date of the Project and continuing for five (5) years thereafter and may be drawn on by the City at such times and in such amounts (up to the aggregate \$500,000 contribution, but not more than \$150,000 in the year 2021 and not more than \$150,000 in the year 2022, not more than \$75,000 in the year 2023 and not more than \$75,000 in the year 2024 and not more than \$50,000 in the year 2025) as the City may request. The County agrees to provide such funds as soon as possible following each request, but in no event more than 30 days following each request. Notwithstanding the preceding provisions of this section , **the obligation of the County in this subsection is contingent upon the City having exhausted, at the time of each request submitted to the County, all available funds from operation of the Project (except for a 30 day operating reserve).**

Section 3. Enforcement

(a) The County acknowledges and agrees that its (i) covenants and agreements herein are binding on the County and (ii) performance of said covenants and agreements may be enforced by the City through any available legal or equitable actions in a court of competent jurisdiction.

(b) The City acknowledges and agrees that its (i) covenants and agreements herein are binding on the City and (ii) performance of said covenants and agreements may be enforced by the County through any available legal or equitable actions in a court of competent jurisdiction, including, but not limited to, specific performance with respect to the obligations of the City in Section 2 of this Agreement.

Section 4. County Not a Partner or Joint Venturer

The County is not an owner of the Project or a partner or joint venturer with the City in any respect. The County's sole obligations with respect to the City and the Project are limited to those obligations expressly undertaken in this Agreement.

Section 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 discussion 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 the City of Montgomery.

Section 6. Miscellaneous

(a) No modification, amendment or alteration of this Agreement shall be effective unless in writing and signed by the City and the County.

(b) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

IN WITNESS WHEREOF, the City and the County have caused this instrument to be duly executed as of the date set forth above.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: _____
Title: Chairman

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

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

The following would be the proposed drawdown schedule:

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

AGENDA

DEC 16 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 25, 2019

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

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

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

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

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

Attachment

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

Amendment
To
Contract # 53104-19B-004

Amendment No. 1

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

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

All other provisions of the contract will remain the same.

WITNESS:

VULCAN SIGNS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

DEC 16 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: November 25, 2019

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

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

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

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

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

Attachment

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

Amendment
To
Contract # 53000-19B-005

Amendment No. 1

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

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

All other provisions of the contract will remain the same.

WITNESS:

STEPHENS CONSTRUCTION & CONCRETE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

DEC 16 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 21, 2019

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

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

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

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

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

Attachment

•

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

Amendment
To
Contract # 52110-18B-007

Amendment No. 2

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

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

All other provisions of the contract will remain the same.

WITNESS:

SIGNS NOW

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

DEC 16 2019

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Khristie Davis, Buyer 

Date: November 21, 2019

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

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

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

All provisions of the contract shall remain the same.

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

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

Amendment
To
Contract # 51100-17B-004

Amendment No. 3

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

All other provisions of the contract will remain the same.

WITNESS:

MONTGOMERY ARMORED CAR SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC 16 2019

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Certificate Designating Authorized County Representative

The Montgomery County Commission, at its meeting on December 2, 2019, agreed to place on the next agenda a Certificate Designating Authorized County Representative Florence M. Cauthen for the Montgomery County Public Building Authority Revenue Warrants and the Montgomery County General Obligation Warrants to Regions Bank, Trustee and Paying Agent.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

8-1

Certificate Designating Authorized County Representative(s)

for

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

To: Regions Bank, Trustee and Paying Agent

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

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

Florence Cauthen

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

Dated this __ day of December, 2019.

The Montgomery County Commission

By: _____
Chairman

Tammy Nix

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

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

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

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

Sherrill,

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

Thanks, and have a good Thanksgiving.

Frank Caley, VP, CCTS
RELATIONSHIP CONSULTANT
205.264.5527

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



Comprehensive Administrative Experience
for Bond Issues

PRIVACY AND SECURITY STATEMENT

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

AGENDA

DEC 16 2019

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 12/16/19 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			48,500	30,762	9,250	12,300	50,012	150,824
**C-2020-29	RESCIND: Communities Improvement Assoc., Inc.	RESCIND: Senior Programs at Mount Meigs Community Center Facility					-500	-500
C-2020-36	Montgomery Community Action Agency	Community Service Programs					500	500
C-2020-37	Faith Crusades Ministries, Inc.	At-Risk Youth Programs			2,500			2,500
C-2020-38	Dexter Avenue King Legacy Foundation, Inc.	Community Service Programs			2,500			2,500
C-2020-39	Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc.	Guide Right Programs	5,000					5,000
C-2020-40	Mercy House, Inc.	Program Services and Operational Expenses					5,000	5,000
C-2020-41	Friends of the Theatre, Inc.	Multi-Cultural Event Honoring Dr. Martin Luther King, Jr.				3,500		3,500
C-2020-42	RESTOR, Inc.	Program Operations		2,000				2,000
NC-2020-20	City of Montgomery, Neighborhood Svcs.	North Montgomery Neighborhood Alliance for Program Services				2,000		2,000
NC-2020-21	City of Montgomery Parks and Recreation Department	Willie L. Cook, III Community Center for Community Service Programs					500	500
NC-2020-22	City of Montgomery Parks and Recreation Department	McIntyre Community Center for Community Service Programs					500	500
NC-2020-23	City of Montgomery, Neighborhood Svcs.	Haardt Estates Residents Assoc.		1,100				1,100
Total Appropriations 12/16/19			5,000	3,100	5,000	5,500	6,000	24,600
APPROPRIATED BUDGET BALANCE			43,500	27,662	4,250	6,800	44,012	126,224
Small Z. McNamee 12/16/19								
Administrator								
Date								

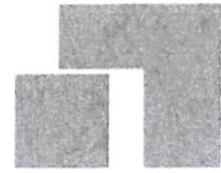
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DEC 16 2019

10-1

DEC 16 2019

Donald L. McNamee 12/10/19
Date



December 11, 2019

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

AGENDA

DEC 16 2019

Re: Montgomery County Courthouse
Phelps-Price Justice Center
Building Renovation for the
Montgomery County Commission
Project No. 2017-132

Recommendation Letter for Low Bidder

Dear Mr. Mims,

We received bid proposals from Bailey-Harris Construction, Inc., Carmon Construction, Inc. and Bear Brothers, Inc. on November 7, 2019 for the Building Renovation to the Phelps-Price Justice Center.

Based on the bids presented by all three general contractors, the low bidder is Bear Brothers, Inc (see attached Certified Tabulation of Bids). The bids submitted were within a 3% range from the low to high bidders.

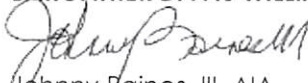
The County Commission acknowledged that there would be a reduction to the original bid in the approximate amount of \$200,000.00. This reduction is a result of Value Engineering throughout the project. Attached is Schedule A: Contract Adjustments, which provides the Total Adjustments in the amount of \$200,082. Also, attached is Schedule B: Calculation of Contract Amount, which provides the Contract Amount of \$13,845,918.

That being said, my recommendation is for the County Commissioners to award the bid for the Montgomery County Courthouse Phelps-Price Justice Center Building Renovation to Bear Brothers, Inc., as the general contractor in the total contract amount of \$13,845,918.

Once the project is awarded, I would also like to recommend that the Owner/Contractor Agreement process begins as soon as possible to assure that the project can start at the earliest possible date.

Sincerely,

BARGANIER DAVIS WILLIAMS - Architects Associated


Johnny Raines, III, AIA
Senior Architect

Schedule A

Contract Adjustments

1. Delete concrete pavers only at the canopy extension	\$27,482
2. Remove 10% of the Audio/Video allowance	\$60,000
3. Delete Epoxy color grout	\$14,600
4. Delete Wall Sconces	\$15,000
5. Delete a portion of the mechanical work	\$83,000
Total Adjustments	\$ 200,082

Schedule B

Calculation of Contract Amount

Base Bid Amount:	\$13,194,000.00
Alternate #1	\$ 287,700.00
Alternate #2	\$ 306,300.00
Alternate #3	<u>\$ 258,000.00</u>
Total	\$14,046,000.00
Value Engineering Reduction (VE)	
(See Attachment D)	<u>(\$ 200,082.00)</u>
Contract Amount	\$13,845,918.00

DATE: 11/12/2019

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

AS TABULATED BELOW, BIDS WERE RECEIVED:

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

CERTIFIED TABULATION OF BIDS

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

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

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

12th day of November 2019

Darryl L. Phillips
Notary Public

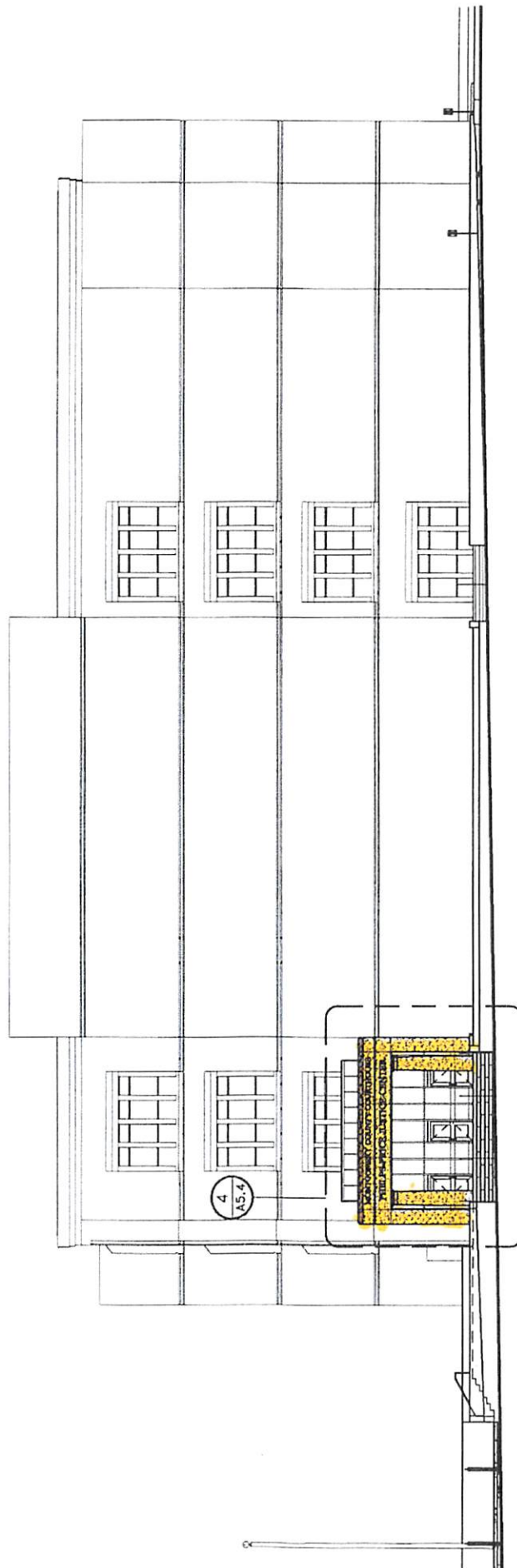
LS

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

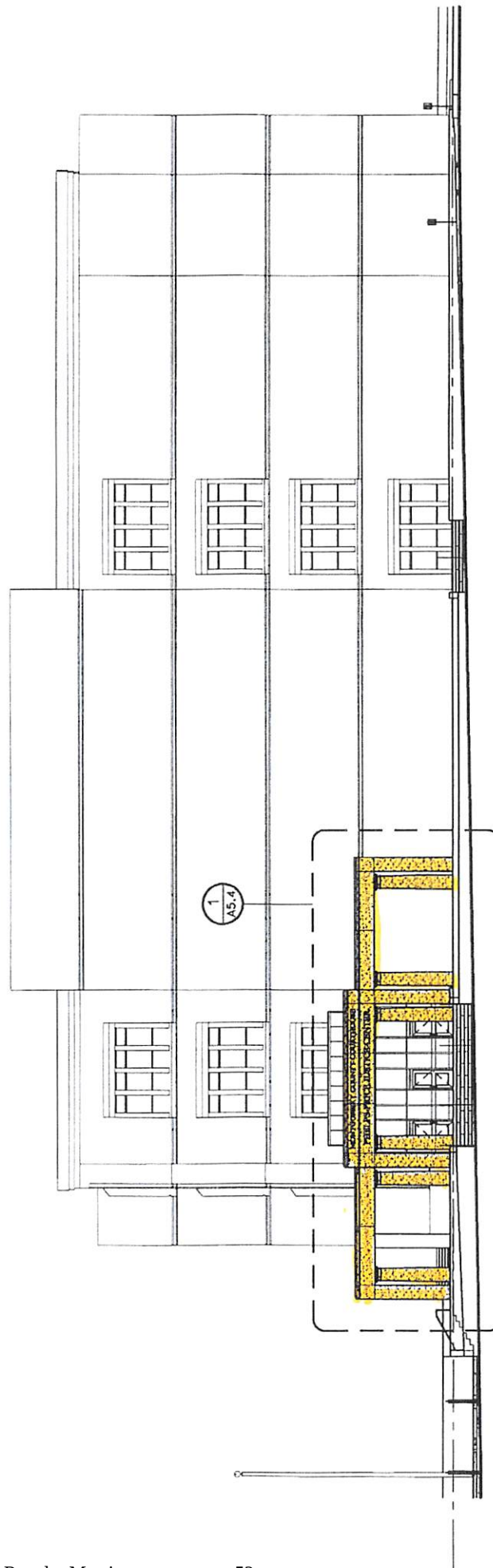
Signature

My Commission Expires March 01, 2021.

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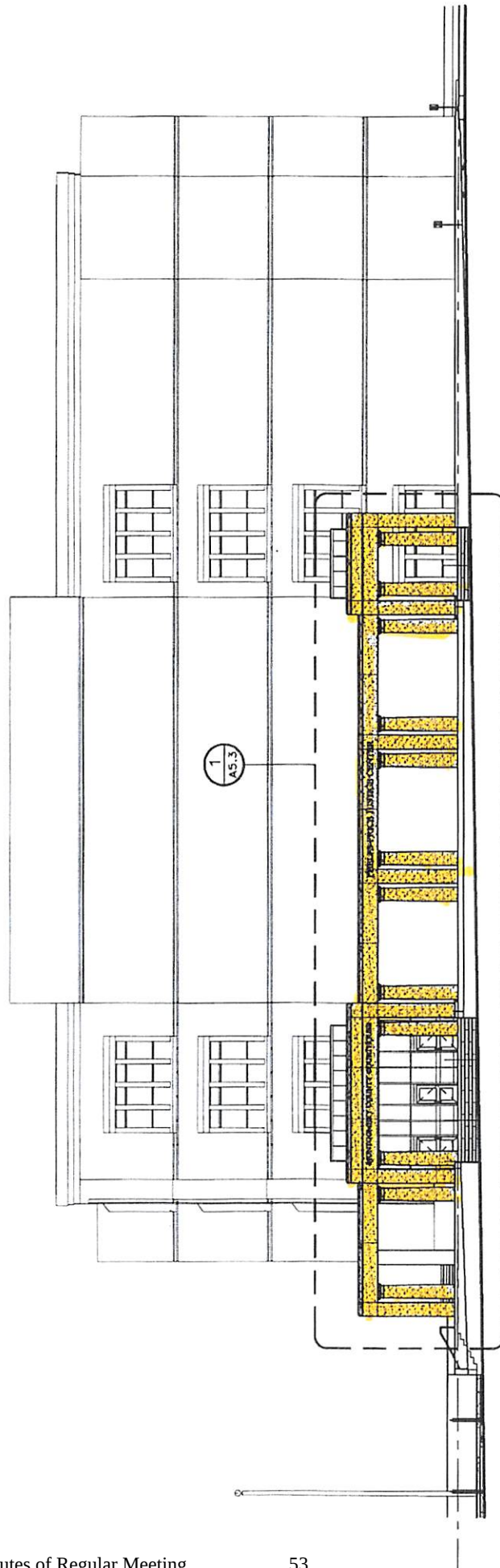
5 COMPOSITE WEST ELEVATION (BASE BID)
 A5.2 1/16" = 1' - 0"



COMPOSITE WEST ELEVATION
(INCLUDING ALTERNATE 1)

4
A5.2

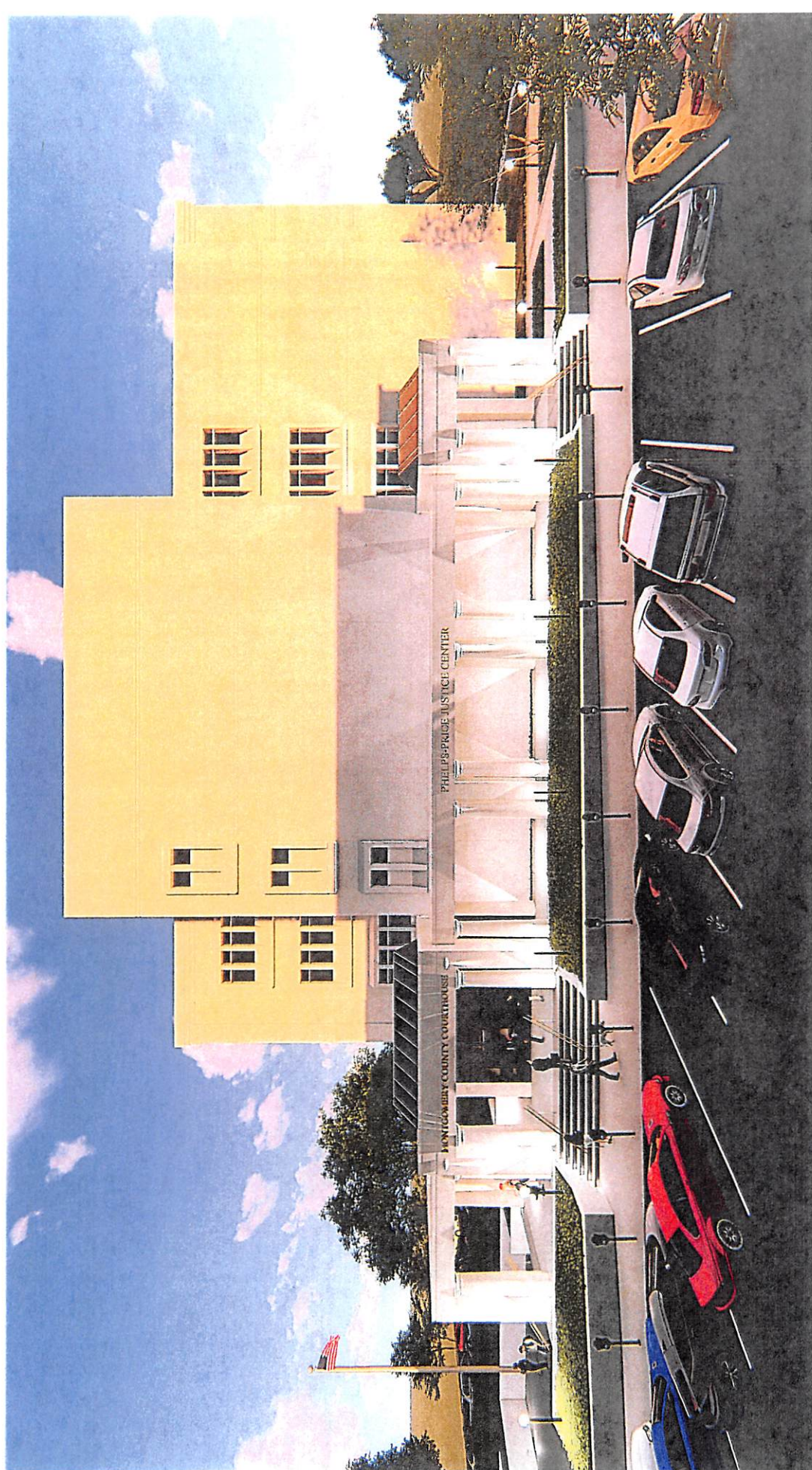
1/16" = 1' - 0"



COMPOSITE WEST ELEVATION
(INCLUDING ALTERNATE 1 & 2)

1
A5.2

1/16" = 1' - 0"



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AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 16 day of December in the year 2019
(In words, indicate day, month and year.)

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

Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

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

Bear Brothers, Inc.
220 Mendel Parkway
Montgomery, Alabama 36117
334-240-2021

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

Phelps-Price Justice Center
Building Renovations
for The Montgomery County Commission
Montgomery, Alabama 36104
BDW#2017-132

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a Notice to Proceed issued by the Owner?

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of Notice to Proceed?

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the Work outlined in each phase of work: According to the Specs, noted at 920 Days..

(Check one of the following boxes and complete the necessary information.)

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[X] Not later than 920 (Nine Hundred Twenty) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Phase I	TO BE DETERMINED
Phase 2	"
Phase 3	"
Phase 4	"
Phase 5	"
Phase 6	"

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Thirteen Million Eight Hundred Forty-Five Thousand Nine Hundred Eighteen Dollars (\$ 13,845,918.00)**, See Attachment 'C' and 'D' for Calculation of Contract Amount and Contract Adjustments.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum pending finalization of Value Engineering (VE) items:

Item	Price
Alternate 1	\$287,700.00
Alternate 2	\$306,300.00
Alternate 3	\$258,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
A. General Contingency	\$500,000.00
B. Signage Allowance	\$120,000.00
C. Audio/Visual Allowance	\$540,000.00
D. Lighting	See Electrical Drawings
E. Vinyl Wall Covering	\$30/yd (installed)
F. Jury Chairs	\$125,000.00
G. Conference Room Table	\$35,000.00
H. Courtroom Pews	\$76,300.00

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§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)	Total per Unit
Group A - Lighting	52	235.00	\$12,220.00
Group B - Lighting	134	235.00	\$31,490.00
Group C - Lighting	60	235.00	\$14,100.00
Group D - Lighting	154	235.00	\$36,190.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$150.00 Per Calendar Day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen days (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

The Owner shall retain five percent of the estimated value of Work performed and the value of materials stored for Work; but after retainage has been held upon fifty percent (50%) of the Contract Sum, no additional retainage will be withheld.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Delete

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other (See Attachment E)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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(Name, address, email address, and other information)

Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104
Florence M. Cauthen, Deputy Administrator
334-832-1203

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Bear Brothers, Inc.
220 Mendel Parkway
Montgomery, AL 36117
Jon Hilyer
334-240-2021

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .4 Drawings

Section	Title	Pages
See Attachment A	Index to Drawings	196

- .5 Specifications

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Section	Title	Pages
See Attachment B	Index to Specifications	4

.6 Addenda, if any:

Number	Date	Pages
Addendum No. 1	9-27-2019	28
Addendum No. 2	10-8-2019	16
Addendum No. 3	10-18-2019	19
Addendum No. 4	10-25-2019	6
Addendum No. 5	11-1-2019	26
Addendum No. 6	11-5-2019	7
Addendum No. 7	11-6-2019	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

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

CONTRACTOR (Signature)

Jon Hilyer, President
Bear Brothers, Inc.
(Printed name and title)

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Index of Drawings

ATTACHMENT A

SHEET	DRAWING TITLE	REVISION	REVISION DATE
T1.0	TITLE SHEET	-	-
G11.0	GENERAL NOTES AND INFORMATION	-	-
G11.1	GENERAL NOTES AND INFORMATION	-	-
G11.2	GENERAL NOTES AND INFORMATION	-	-
CIVIL			
C1.0	EXISTING CONDITIONS & DEMO PLAN	-	-
C2.0	OVERALL SITE PLAN (BASE BID)	-	-
C2.1	OVERALL SITE PLAN (ADDITIVE ALTERNATE #1)	-	-
C2.2	OVERALL SITE PLAN (ADDITIVE ALTERNATES 2 & 3)	-	-
C3.0	GRADING PLAN	-	-
C3.1	BEST MANAGEMENT PRACTICES PLAN	-	-
C3.2	BMP DETAILS	-	-
C4.0	MISCELLANEOUS DETAILS	-	-
STRUCTURAL			
S0.1	GENERAL NOTES, SCHEDULES, AND TYPICAL DETAILS	-	-
S1.1	FOUNDATION AND ROOF FRAMING PLAN	-	-
S2.1	SECTIONS AND DETAILS	-	-
S2.2	SECTIONS AND DETAILS	-	-
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PP1	PHASE I LOWER LEVEL FLOOR - BASE BID	-	-
PP1A	PHASE I TEMPORARY LOWER LEVEL FLOOR - ALTERNATE #4	-	-
PP2	PHASE II FOURTH FLOOR	-	-
PP3	PHASE III THIRD FLOOR	-	-
PP4	PHASE IV SECOND FLOOR	-	-
PP5	PHASE V FIRST FLOOR	-	-
PP6	PHASE VI THIRD FLOOR	-	-
LS1.0	LOWER LEVEL NEW TEMPORARY LOWER LEVEL LIFE SAFETY PLAN	-	-
LS1.1	FIRST AND SECOND FLOOR LIFE SAFETY PLAN	-	-
LS1.2	THIRD AND FOURTH FLOOR LIFE SAFETY PLAN	-	-
SU1.0	SITE UTILIZATION PLAN	-	-
D1.0	LOWER LEVEL EXISTING/DEMOLITION FLOOR PLAN	-	-
D1.1	EXISTING/DEMOLITION FIRST FLOOR PLAN	-	-
D1.2	EXISTING/DEMOLITION SECOND FLOOR PLAN	-	-
D1.3	EXISTING/DEMOLITION THIRD FLOOR PLAN	-	-
D1.4	EXISTING/DEMOLITION FOURTH FLOOR PLAN	-	-
D1.5	LOWER LEVEL TRANSITION/DEMOLITION FLOOR PLAN	-	-
D1.6	COURTROOM INTERIOR DEMOLITION ELEVATIONS	-	-
A1.6	RENOVATED LOWER LEVEL FLOOR PLAN - BASE BID	-	-
A1.6A	LOWER LEVEL FLOOR PLAN TEMPORARY COURTROOMS - ALTERNATE #4	-	-
A1.7	RENOVATED FIRST FLOOR PLAN	-	-
A1.8	RENOVATED SECOND FLOOR PLAN	-	-
A1.9	RENOVATED THIRD FLOOR PLAN	-	-
A1.10	RENOVATED FOURTH FLOOR PLAN	-	-
A2.1	LOWER LEVEL NEW REFLECTED CEILING PLAN	-	-
A2.1A	TEMPORARY LOWER LEVEL REFLECTED CEILING PLAN	-	-
A2.2	FIRST FLOOR NEW REFLECTED CEILING PLAN	-	-
A2.3	SECOND FLOOR NEW REFLECTED CEILING PLAN	-	-
A2.4	THIRD FLOOR NEW REFLECTED CEILING PLAN	-	-
A2.5	FOURTH FLOOR NEW REFLECTED CEILING PLAN	-	-
A3.0	ENLARGED TOILET PLANS	-	-
A3.1	ENLARGED TOILET PLANS	-	-
A3.2	INTERIOR ELEVATIONS	-	-
A3.3	MISC. INTERIOR ELEVATIONS	-	-
A3.4	INTERIOR ELEVATIONS & MISC. INTERIOR DETAILS	-	-
A3.5	ENLARGED PLANS	-	-
A3.6	ENLARGED PLANS & DETAILS	-	-
A3.6A	ENLARGED PLANS & DETAILS	-	-
A3.7	INTERIOR ELEVATIONS	-	-
A3.8	INTERIOR ELEVATIONS	-	-
A3.9	INTERIOR ELEVATIONS	-	-
A3.9A	INTERIOR ELEVATIONS	-	-
A3.10	INTERIOR ELEVATIONS	-	-
A3.10A	INTERIOR ELEVATIONS	-	-
A3.10B	INTERIOR ELEVATIONS	-	-
A3.11	INTERIOR ELEVATIONS	-	-
A3.12	INTERIOR ELEVATIONS	-	-
A3.13	CASEWORK DETAILS	-	-
A4.1	CANOPY ROOF PLAN & ROOF DETAILS	-	-
A5.1	CANOPY FLOOR PLAN, PAVEMENT PLAN & REFLECTED CEILING PLAN	-	-
A5.2	COMPOSITE EXTERIOR ELEVATIONS	-	-
A5.3	ENLARGED EXTERIOR ELEVATIONS (ALTERNATE SOUTH/WEST & BASE BID)	-	-
A5.4	ENLARGED EXTERIOR ELEVATIONS (BASE BID CONFIGURATION)	-	-
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A6.2	SECTIONS & DETAILS	-	-
A6.3	SECTIONS & DETAILS	-	-
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A8.2	INTERIOR FINISH SCHEDULE & DETAILS	-	-
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A9.0	DETAIL SECTIONS	-	-
A9.1	FLOORING PATTERN PLANS	-	-
A9.2	FLOORING PATTERN PLANS	-	-
A9.3	TRANSITION DETAILS	-	-
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M0.1	MECHANICAL LEGEND AND SCHEDULES	-	-
M0.2	MECHANICAL SCHEDULES	-	-
M0.3	MECHANICAL SCHEDULES	-	-
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M0.5	FIRST FLOOR VENTILATION CALCULATIONS	-	-
M0.6	SECOND FLOOR VENTILATION CALCULATIONS	-	-
M0.7	THIRD FLOOR VENTILATION CALCULATIONS	-	-
M0.8	FOURTH FLOOR VENTILATION CALCULATIONS	-	-
M0.9	MECHANICAL DETAILS	-	-
M1.1	LOWER LEVEL MECHANICAL DEMOLITION PLAN - INITIAL PHASE	-	-
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M1.3	SECOND FLOOR MECHANICAL DEMOLITION PLAN	-	-
M1.4	THIRD FLOOR MECHANICAL DEMOLITION PLAN	-	-
M1.5	FOURTH FLOOR MECHANICAL DEMOLITION PLAN	-	-
M1.6	LOWER LEVEL PIPING DEMOLITION PLAN	-	-
M1.7	FIRST FLOOR MECHANICAL PIPING DEMOLITION PLAN	-	-
M1.8	SECOND FLOOR MECHANICAL PIPING DEMOLITION PLAN	-	-
M1.9	THIRD FLOOR MECHANICAL PIPING DEMOLITION PLAN	-	-
M1.10	FOURTH FLOOR MECHANICAL PIPING DEMOLITION PLAN	-	-
M1.11	PENTHOUSE MECHANICAL DEMOLITION PLAN	-	-
M1.12	LOWER LEVEL LARGE SCALE MECHANICAL ROOM DEMOLITION PLAN	-	-
M2.1	LOWER LEVEL INITIAL PHASE MECHANICAL PLAN	-	-
M2.1A	LOWER LEVEL FINAL PHASE MECHANICAL PLAN	-	-

SHEET	DRAWING TITLE	REVISION	REVISION DATE
M2.2	FIRST FLOOR MECHANICAL PLAN	-	-
M2.3	SECOND FLOOR MECHANICAL PLAN	-	-
M2.4	THIRD FLOOR MECHANICAL PLAN	-	-
M2.5	FOURTH FLOOR MECHANICAL PLAN	-	-
M2.6	PENTHOUSE - ROOF MECHANICAL PLAN	-	-
M2.7	LARGE SCALE MECHANICAL ROOMS RENOVATION PLAN	-	-
M3.1	LOWER LEVEL MECHANICAL PIPING - INITIAL PHASE	-	-
M3.2	FIRST FLOOR PIPING PLAN	-	-
M3.3	SECOND FLOOR PIPING PLAN	-	-
M3.4	THIRD FLOOR PIPING PLAN	-	-
M3.5	FOURTH FLOOR PIPING PLAN	-	-
M4.1	ENLARGED PIPING PLANS - LOWER LEVEL	-	-
M4.2	PENTHOUSE ENLARGED PLANS	-	-
M7.1	HVAC CONTROL LEGEND AND GENERAL NOTES	-	-
M7.2	HVAC CONTROL DIAGRAMS AND NOTES	-	-
M7.3	HVAC CONTROL DIAGRAMS AND NOTES	-	-
PLUMBING			
P0.1	PLUMBING LEGEND AND NOTES	-	-
P1.1	LOWER LEVEL PLUMBING DEMOLITION PLAN	-	-
P1.2	FIRST FLOOR PLUMBING DEMOLITION PLAN	-	-
P1.3	SECOND FLOOR PLUMBING DEMOLITION PLAN	-	-
P1.4	THIRD FLOOR PLUMBING DEMOLITION PLAN	-	-
P1.5	FOURTH FLOOR PLUMBING DEMOLITION PLAN	-	-
P2.1	LOWER LEVEL PLUMBING PLAN	-	-
P2.1A	LOWER LEVEL TEMPORARY PLUMBING PLAN	-	-
P2.2	FIRST FLOOR PLUMBING PLAN	-	-
P2.3	SECOND FLOOR PLUMBING PLAN	-	-
P2.4	THIRD FLOOR PLUMBING PLAN	-	-
P2.5	FOURTH FLOOR PLUMBING PLAN	-	-
P3.1	LARGE SCALE PLANS - NON-PRESSURE	-	-
P3.2	LARGE SCALE PLANS - NON-PRESSURE	-	-
P3.3	LARGE SCALE PLANS - NON-PRESSURE AND PRESSURE	-	-
P3.4	CANOPY ROOF PLAN - ALTERNATE #1 & #2	-	-
P4.1	LARGE SCALE PLANS - PRESSURE	-	-
P4.2	LARGE SCALE PLANS - PRESSURE	-	-
P5.1	PLUMBING RISERS	-	-
FIRE PROTECTION			
FP1.1	LOWER LEVEL FIRE PROTECTION DEMOLITION PLAN	-	-
FP1.2	FIRST FLOOR FIRE PROTECTION DEMOLITION PLAN	-	-
FP1.3	SECOND FLOOR FIRE PROTECTION DEMOLITION PLAN	-	-
FP1.4	THIRD FLOOR FIRE PROTECTION DEMOLITION PLAN	-	-
FP1.5	FOURTH FLOOR FIRE PROTECTION DEMOLITION PLAN	-	-
FP2.1	LOWER LEVEL FIRE PROTECTION PLAN	-	-
FP2.1A	LOWER LEVEL TEMPORARY FIRE PROTECTION PLAN	-	-
FP2.2	FIRST FLOOR FIRE PROTECTION PLAN	-	-
FP2.3	SECOND FLOOR FIRE PROTECTION PLAN	-	-
FP2.4	THIRD FLOOR FIRE PROTECTION PLAN	-	-
FP2.5	FOURTH FLOOR FIRE PROTECTION PLAN	-	-
ELECTRICAL			
E0.1	ELECTRICAL LEGEND & NOTES	-	-
E1.0	LOWER LEVEL EXISTING/DEMOLITION PLAN - LIGHTING	-	-
E1.1	FIRST LEVEL EXISTING/DEMOLITION PLAN - LIGHTING	-	-
E1.2	SECOND LEVEL EXISTING/DEMOLITION PLAN - LIGHTING	-	-
E1.3	THIRD LEVEL EXISTING/DEMOLITION PLAN - LIGHTING	-	-
E1.4	FOURTH LEVEL EXISTING/DEMOLITION PLAN - LIGHTING	-	-
E1.5A	L.L. PERMANENT LAYOUT FLOOR PLAN - POWER & AUX. DEMOLITION	-	-
E1.5	L.L. TEMPORARY EXISTING/DEMOLITION FLOOR PLAN - POWER & AUX	-	-
E1.6	FIRST FLOOR EXISTING/DEMOLITION PLAN - POWER & AUXILIARY	-	-
E1.7	SECOND FLOOR EXISTING/DEMOLITION PLAN - POWER & AUXILIARY	-	-
E1.8	THIRD FLOOR EXISTING/DEMOLITION PLAN - POWER & AUXILIARY	-	-
E1.9	FOURTH FLOOR EXISTING/DEMOLITION PLAN - POWER & AUXILIARY	-	-
E2.0	LOWER LEVEL (TRANSITION) NEW FLOOR PLAN - LIGHTING	-	-
E2.1	LOWER LEVEL NEW FLOOR PLAN - LIGHTING	-	-
E2.2	FIRST LEVEL NEW FLOOR PLAN - LIGHTING	-	-
E2.3	SECOND LEVEL NEW FLOOR PLAN - LIGHTING	-	-
E2.4	THIRD LEVEL NEW FLOOR PLAN - LIGHTING	-	-
E2.5	FOURTH LEVEL NEW FLOOR PLAN - LIGHTING	-	-
E2.6	LOWER LEVEL NEW FLOOR PLAN - POWER	-	-
E3.1A	LOWER LEVEL (PERMANENT) NEW FLOOR PLAN - POWER	-	-
E3.1	LOWER LEVEL (TRANSITION) NEW FLOOR PLAN - POWER	-	-
E3.2	NEW FIRST FLOOR PLAN - POWER	-	-
E3.3	NEW SECOND FLOOR PLAN - POWER	-	-
E3.4	NEW THIRD FLOOR PLAN - POWER	-	-
E3.5	NEW FOURTH FLOOR PLAN - POWER	-	-
E3.6A	LOWER LEVEL (PERMANENT) NEW FLOOR PLAN - MECHANICAL POWER	-	-
E3.6	LOWER LEVEL (TRANSITION) NEW FLOOR PLAN - MECHANICAL POWER	-	-
E3.7	NEW FIRST FLOOR PLAN - MECHANICAL POWER	-	-
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E3.9	NEW THIRD FLOOR PLAN - MECHANICAL POWER	-	-
E3.10	NEW FOURTH FLOOR PLAN - MECHANICAL POWER	-	-
E3.11	ROOF/PENTHOUSE PLAN - MECHANICAL POWER	-	-
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E4.1	LOWER LEVEL (TRANSITION) NEW FLOOR PLAN - AUXILIARY	-	-
E4.2	NEW FIRST FLOOR PLAN - AUXILIARY	-	-
E4.3	NEW SECOND FLOOR PLAN - AUXILIARY	-	-
E4.4	NEW THIRD FLOOR PLAN - AUXILIARY	-	-
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E5.0	LIGHTING SCHEDULE, DETAILS, & NOTES	-	-
E5.1	PANELBOARD SCHEDULES, DETAILS, AND NOTES	-	-
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F6.1	COMMUNICATIONS NOTES, DETAILS & RISER	-	-
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12-19

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MONTGOMERY COUNTY COURTHOUSE
PHELPS-PRICE JUSTICE CENTER
BUILDING RENOVATION FOR THE
MONTGOMERY COUNTY COMMISSION
101 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104
BDS PROJECT NO. 2017-132**

FRONT END DOCUMENTS

Index to Specifications
Advertisement for Bids
Instructions to Bidders (AIA Document A701-2018)
Proposal Form
Alabama Department of Revenue NOTICE
Accounting OF Sales Tax
Bid Bond (AIA Document A310 - 2010)
Agreement Between Owner and Contractor (AIA Document A101 - 2017)
Performance Bond (AIA Document A312 - 2010)
Payment Bond (AIA Document A312 - 2010)
General Conditions (AIA Document A201)
Contractor's Affidavit of Payments and Claims (AIA Document G706 - 1994)
Contractor's Affidavit of Release of Liens (AIA Document G706A-1994)
Consent of Surety to Final Payment (AIA Document G707 -1994)
Certificate of Substantial Completion (AIA Document G704 - 2017)
General Contractor's Roofing Guarantee
Form of Advertisement for Completion
Project Sign

DIVISION 1 - GENERAL REQUIREMENTS

Section 011000 - Summary
Section 012100 - Allowances
Section 012399 - Alternates
Section 013100 - Project Management and Coordination
Section 013300 - Submittal Procedures
Section 015000 - Temporary Facilities and Controls
Section 015713 - Temporary Erosion Control
Section 016000 - Product Requirements
Section 017700 - Closeout Procedures
Section 017823 - Operation and Maintenance Data
Section 017839 - Project Record Documents
Section 017900 - Demonstration and Training

DIVISION 2 - EXISTING CONDITIONS

Geo-Technical Report
Section 024119 - Selective Structure Demolition

DIVISION 3 - CONCRETE

Section 033000 - Cast-Place-Concrete

DIVISION 4 - MASONRY

Section 042000 - Unit Masonry Assemblies

Section 047210 - Concrete Pavers

DIVISION 5 - METALS

Section 051200 - Structural Steel Framing

Section 052100 - Steel Joist Framing

Section 053100 - Steel Decking

Section 054000 - Cold-Formed Metal Framing

Section 055000 - Stair Nosing

Section 055213 - Stainless Steel Railings

DIVISION 6 – CARPENTRY

Section 061000 - Rough Carpentry

Section 061600 - Sheathing

Section 062023 - Interior Finish Carpentry

Section 064100 - Custom Cabinet Work

Section 066100 - Glass Fiber Reinforced Plastic Columns (FRP)

DIVISION 7 - MOISTURE PROTECTION

Section 071910 - Under-Slab Vapor Barrier

Section 072100 - Thermal Insulation

Section 072726 - Fluid-Applied Membrane and Vapor Barriers

Section 074213 - Metal Wall Panels and Metal Ceiling Panels

Section 075423 - Thermoplastic Single-Ply Membrane Roofing (TPO)

Section 076200 - Sheet Metal Flashing and Trim

Section 078413 - Penetration Firestopping

Section 078446 - Fire-Resistive Joint Systems

Section 079000 - Joint Sealants

DIVISION 8 - DOORS, WINDOWS AND GLASS

Section 081100 - Steel Doors and Frames

Section 081416 - Flush Wood Doors

Section 084113 - Aluminum Entrances, Storefronts, and Curtainwall

Section 084523 - 2 ¾" Pre-Engineered Insulated Translucent Fiberglass Sandwich Panel Center Ridge,
Pyramid, Geodesic Skylight System

Section 087100 - Door Hardware

Section 088000 - Glazing

**INDEX TO SPECIFICATIONS
MONTGOMERY COUNTY COURTHOUSE
PHELPS-PRICE JUSTICE CENTER
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BDS PROJECT NO. 2017-132**

DIVISION 9 - FINISHES

Section 092216 - Non-Structural Metal Framing
Section 092900 - Gypsum Board
Section 093000 - Tiling
Section 096513 - Resilient Base and Accessories
Section 095123 - Acoustical Tile Ceilings
Section 096519 - LVT Flooring
Section 096813 - Carpeting
Section 099113 - Exterior Painting
Section 099123 - Interior Painting
Section 099363 - Stucco Cement Board Coatings with Drainage

DIVISION 10 - SPECIALTIES

Section 102113 - Stainless Steel Toilet Partitions
Section 102800 - Toilet and Bath Accessories
Section 104400 - Fire Extinguisher Cabinets & Fire Extinguishers

DIVISION 11 - EQUIPMENT

Section 113100 - Appliances

DIVISION 12 - FURNISHINGS

Section 124813 - Entrance Floor Mats and Frames
Section 125900 - Systems Furniture

DIVISION 13 - SPECIAL CONSTRUCTION

N/A

DIVISION 14 - CONVEYING SYSTEMS

N/A

DIVISION 21 - WET PIPE SPRINKLER SYSTEMS

Section 211313 - Wet Pipe Sprinkler Systems

DIVISION 22 - PLUMBING

Section 220000 - Plumbing

Section 221429 - Sump Pumps

DIVISION 23 - MECHANICAL

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Section 230130.52 - Existing HVAC Air Distribution System Cleaning
Section 230513 - Common Motor Requirements for HVAC Equipment
Section 230518 - Escutcheons for HVAC Piping
Section 230519 - Meters and Gages for HVAC Piping
Section 230523.12 - Ball Valves for HVAC Piping
Section 230523.14 - Check Valves for HVAC Piping
Section 230529 - Hangers and Supports for HVAC Piping and Equipment
Section 230553 - Identification for HVAC Piping and Equipment
Section 230593 - Testing, Adjusting, and Balancing for HVAC
Section 230713 - Duct Insulation
Section 230710 - Piping Insulation
Section 230923 - Direct Digital Control (DOC) System for HVAC
Section 230923.11 - Control Valves
Section 232113 - Hydronic Piping
Section 232116 - Hydronic Piping Specialties
Section 233113 - Metal Ducts
Section 233300 - Air Duct Accessories
Section 233346 - Flexible Ducts
Section 233416 - Centrifugal HVAC Fans
Section 233423 - HVAC Power Ventilators
Section 233600 - Air Terminal Units
Section 233710 - Inlets and Outlets
Section 233713.43 - Security Registers and Grilles
Section 238125 - Ductless Split System Units
Section 23839.13 - Cabinet Unit Heaters

DIVISION 26 - ELECTRICAL

Section 16100 - Electrical
Section 16715 - Data/Tele Communications

DIVISION 31 - EARTHWORK

Section 313116 - Termite Control

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 321216 - Asphalt Paving
Section 321313 - Concrete Paving

DIVISION 33 - WATER UTILITIES

Section 331000 - Water Utilities
Section 334100 - Site Storm Utility Drainage Piping

END OF SECTION

Attachment C

Calculation of Contract Amount

Base Bid Amount:	\$13,194,000.00
Alternate #1	\$ 287,700.00
Alternate #2	\$ 306,300.00
<u>Alternate #3</u>	<u>\$ 258,000.00</u>
Total	\$14,046,000.00
Value Engineering Reduction (VE)	
<u>(See Attachment D)</u>	<u>(\$ 200,082.00)</u>
Contract Amount	\$13,845,918.00

Attachment D

Contract Adjustments

1. Delete concrete pavers only at the canopy extension	\$27,482
2. Remove 10% of the Audio/Video allowance	\$60,000
3. Delete Epoxy color grout	\$14,600
4. Delete Wall Sconces	\$15,000
5. Delete a portion of the mechanical work	\$83,000
Total Adjustments	\$ 200,082

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 discussion 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 Bear Brother Incorporated.

DEC 16 2019

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	12/9/2019
DATE:	12/9/2019		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Software	120-51985.586	50,500	192,000	242,500
Appraisal Budget Funding	120-40000.44245	(3,080,648)	(192,000)	(3,272,648)
TOTAL BUDGET CHANGE		(3,030,148)	0	(3,030,148)
TOTAL 2020 APPRAISAL BUDGET		3,080,648	192,000	3,272,648

**To increase the 2020 budget for the purchase of E-ring Inc. Capture Mobile Business
Personal Property software.**

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Appraisal Department	REVIEWED:	Sherrill Thomas	12/9/2019
DATE:	12/9/2019		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Software	120-51985-586	242,500	48,000	290,500
Accounting and Auditing Serv	120-51985-164	103,000	(18,000)	85,000
Aerial Photography	120-51985-179	175,000	(10,000)	165,000
Geographic Information Sys	120-51985-180	75,000	(10,000)	65,000
Legal Services	120-51985-305	100,000	(10,000)	90,000
Total Budget Change		695,500	0	695,500
TOTAL 2020 APPRAISAL BUDGET		\$3,272,648	\$0	\$3,272,648

To realign the budget for the purchase of E-ring Business Personal Property Mobile software.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 12

AGENDA

DEC 16 2019

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 12/2/19

Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 12/2/19

Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
United Way	001-56701.450	0	5,000	5,000
In House Misc. Appro.	001-59310.498	55,160	(5,000)	50,160
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 55,160	\$ 0	\$ 55,160

JUSTIFICATION: Budget for an appropriation to United Way.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 13

AGENDA

DEC 16 2019

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 12/2/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 12/2/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Co Historical Society	001-57600.450	0	24,000	24,000
Fund Balance	001.35900	0	(24,000)	(24,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for funding to the Montgomery County Historical Society for 40% of the salary and benefits of the Executive Director.

DEC 16 2019

Request Number: 2

DEPARTMENT:	<u>Tax & Audit</u>	REQUESTED BY:	Terri Henderson	12/09/19
			<u>Elected Official/Dept. Head</u>	<u>Date</u>

FINANCE REVIEW:	REVIEWED BY:	Sherrill Thomas	12/9/19
		Finance Director	Date

COMMISSION APPROVAL PROCESSING:	Briefing Memo	
	Agenda	✓

COUNTY COMMISSION APPROVAL: _____

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Refund Prior Year Revenue	001-51800-335	3,077	14,610	17,687
Contract Services	001-51800-304	184,759	(14,610)	170,149
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 187,836	\$ 0	\$ 187,836

JUSTIFICATION: Transfer \$14,610 from Contract Services to fund Prior Year Refund of general fund portion of sales and use taxes due back to taxpayer.

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING



CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675

27 Madison Avenue
Montgomery, Alabama 36104

AGENDA

DEC 16 2019

November 26, 2019

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

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

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

AN EQUAL OPPORTUNITY EMPLOYER
www.montgomerypersonnel.com

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections

DEPARTMENT HEAD: Phil Bryant, Executive Director

SUPERVISOR: Frank Brown, Chair MCCCCP Board

POSITION INFORMATION:

Position Title Community Corrections Officer

Position Number 300359014

Pay Grade A06 Pay Range 36,284-54,214

Proposed Effective Date 12-30-2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant

Department Head

Date 12/05/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/05/2019

Sherrill Thomas

Finance Director

Date 12/6/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

DEC 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Stores Clerk I
 Position Number 500018194(Replace E. Langford)
 Pay Grade A03 Pay Range 25,630 - 38,294
 Proposed Effective Date December 30, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date December 4, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/05/2019
 Employee Benefit Manager

Sherrill Thomas Date 12/6/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEC 16 2019

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419007(Replace K. Urquhart)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date December 30, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 12/10/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/10/2019

Sherrill Thomas

Finance Director

Date 12/10/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEC 16 2019

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425135(Replace S. Palmer)
 Pay Grade PC2 Pay Range \$35,097-\$52,440
 Proposed Effective Date December 30, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 12/06/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/09/2019

Sherrill Thomas

Finance Director

Date 12/9/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

DEC 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office
 DEPARTMENT HEAD: Allyson Holland
 SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Assistant Revenue Branch Supervisor
 Position Number 800105001
 Pay Grade A05 Pay Range \$32,318 - \$48,286
 Proposed Effective Date 12/23/2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland
 Department Head

Date 12/3/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 12/09/2019

Sherrill Thomas
 Finance Director

Date 12/9/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Allyson Holland

SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Assistant Revenue Branch Supervisor

Position Number 800105002

Pay Grade A05 Pay Range \$32,318 - \$48,286

Proposed Effective Date 12/23/2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland

Department Head

Date 12/3/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/09/2019

Sherrill Thomas

Finance Director

Date 12/9/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

DEC 16 2019

DEPARTMENT: Revenue Commissioner's Office
DEPARTMENT HEAD: Allyson Holland
SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Assistant Revenue Branch Supervisor
Position Number 800105003
Pay Grade A05 Pay Range \$32,318 - \$48,286
Proposed Effective Date 12/23/2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland Date 12/3/2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/09/2019
Employee Benefit Manager

Sherrill Thomas Date 12/9/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date

DEC 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Allyson Holland

SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Assistant Revenue Branch Supervisor

Position Number 800105004

Pay Grade A05 Pay Range \$32,318 - \$48,286

Proposed Effective Date 12/23/2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland Date 12/3/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/09/2019

Employee Benefit Manager

Sherrill Thomas Date 12/9/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

DEC 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal
 Position Number 550429054(Replace K. Kilpatrick)
 Pay Grade PS2 Pay Range 45,754 - 54,816
 Proposed Effective Date December 30, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date December 4, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/05/2019
 Employee Benefit Manager

Sherrill Thomas Date 12/6/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC 16 2019

Date: December 3, 2019
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: January 21, 2020 Return Date: January 24, 2020
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend the ADAA 2020 Winter Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$1,375.00 Advance Registration Required: \$425.00
Department Name: District Attorney Fund Name: 001-51261.265
Additional Comments: DA Bailey requests the option of either vehicle.

To: Daryl D. Bailey, District Attorney
From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,375.00 and advance registration of \$425.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51261.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,000.00</u>	
Approved Requests:	<u>\$1,401.54</u>	
Budget Available:	<u>\$2,598.46</u>	
Current Requests:	<u>\$1,375.00</u>	
Budget Balance:	<u>\$1,223.46</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/6/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC 16 2019

Date: December 7, 2019
To: Donald L. Mims, Administrator
From: Octavius Jackson
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: January 13, 2020 Return Date: January 15, 2020
Conference Leave (Days / Hours): 3 days
Purpose of Travel: To attend the APJA 2020 Winter Conference

Traveler (s) Name: 1. Octavius Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,331.72 Advance Registration Required: \$500.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: Meals: \$75 x 3 = \$225 Registration \$500
Mileage: \$106.72
Hotel: \$275 X 2 = \$500

To: Octavius Jackson

From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,331.72 and advance registration of \$500.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$17,000.00</u>
Approved Requests:	<u>\$2,797.70</u>
Budget Available:	<u>\$14,202.30</u>
Current Requests:	<u>\$1,331.72</u>
Budget Balance:	<u>\$12,870.58</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/9/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC 16 2019

Date: 12/11/2019
To: Donald L. Mims, Administrator
From: REVENUE COMMISSIONER
Re: Approval for the following travel:

Destination: MONTGOMERY, AL-AATA WINTER MEETING
Departure Date: 02/09/2020 Return Date: 02/12/2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: AATA WINTER MEETING

Traveler (s) Name: 1. JANET BUSKEY 4. _____
2. ALLYSON HOLLAND 5. _____
3. SHUNDRA BROWN 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$600.00
Department Name: Revenue Commissioner Fund Name: 001-51500.265
Additional Comments: THE ABOVE TOTAL INCLUDES ONLY THE REGISTRATION FEE

To: REVENUE COMMISSIONER

From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$35.00</u>
Budget Available:	<u>\$9,965.00</u>
Current Requests:	<u>\$600.00</u>
Budget Balance:	<u>\$9,365.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/11/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC 16 2019

Date: 12/09/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville AL (Marriott Legends Hotel and Conference Center at Capitol Hill)

Departure Date: 01/29/2020 Return Date: 01/30/2020

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA Enforcement of Licenses and Taxes Class.
Attendee Will Earn 12 CPE Hours That Will Apply Toward Her
Initial CCRO Designation And Certification Requirements.

Traveler (s) Name: 1. Tiffany Hooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$222.12 Advance Registration Required: \$185.00

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

Additional Comments: Registration Fees \$185.00. Mileage \$37.12
Sponsored By The ACCA CGEI.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$222.12 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$2,282.40</u>
Budget Available:	<u>\$10,567.60</u>
Current Requests:	<u>\$222.12</u>
Budget Balance:	<u>\$10,345.48</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/9/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC 16 2019

Date: December 9, 2019
To: Donald L. Mims, Administrator
From: James Williams
Re: Approval for the following travel:

Destination: Mobile, Alabama
Departure Date: January 26, 2020 Return Date: January 28, 2020
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the (ARPA) Alabama Recreation & Parks Association 2020 Conference
(note) The Conference starts Sunday, 1/26/2020

Traveler (s) Name: 1. James Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$891.18 Advance Registration Required: \$225.00
Department Name: Recreation Fund Name: Recreation

Additional Comments: Registration - \$225.00 - Hotel - \$441.18 Meals - \$225.00

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

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$891.18 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>008-57200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,500.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,500.00</u>
Current Requests:	<u>\$891.18</u>
Budget Balance:	<u>\$1,608.82</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/9/2019
cc: Finance Director / Buyer

21-5

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC 16 2019

Date: December 9, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: San Diego, CA
Departure Date: January 28, 2020 Return Date: February 1, 2020
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend IPMA-HR 31st Annual Major City/City HR Directors Meeting

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: \$2,145.61 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$250, Hotel - \$960.61, Airfare - \$400, Luggage - \$60,
Food - \$375 and Ground Transportation - \$100

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,145.61 and advance registration of \$250.00 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 and Training</u>	
Current Budget:	<u>\$22,000.00</u>	
Approved Requests:	<u>\$2,897.04</u>	
Budget Available:	<u>\$19,102.96</u>	
Current Requests:	<u>\$2,145.61</u>	
Budget Balance:	<u>\$16,957.35</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/9/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC 16 2019

Date: 12/3/2019
To: Donald L. Mims, Administrator
From: Judge J C Love, III
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: 1/15/2020 Return Date: 1/16/2020
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend Alabama Licensing Officials Conference 2020

Traveler (s) Name: 1. Kim Brown/Virginia Davis 4. Adriane Harris/Shirley Johnson
2. Gina Hicks/Michele Glenn 5. _____
3. Keisha Wright/Bettie Alexander 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$1,000.00

Department Name: Probate Fund Name: 783-51350.265

Additional Comments: Send check to Probate Accounting

To: Judge J C Love, III

From: Donald L. Mims, Administrator

The above request is app. 12/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$1,000.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>783-51350.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$1,500.00</u>
Budget Balance:	<u>\$1,500.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/6/2019

cc: Finance Director / Buyer

27 Madison Avenue
Montgomery, Alabama 36104

AGENDA

DEC 16 2019

December 11, 2019

TO: Montgomery County Commissioners

FR: Carmen Douglas, Personnel Director 

RE: County Administrator Job Description

Per the County Commissions request, the Personnel Department has been working with Commissioners Harris and Walker on the hiring process for the County Administrator's position. I have included the job description that is being recommended by the Personnel Department based on the input of the commissioners, the incumbent, and similar jobs. The items need to be addressed:

- 1) Requiring a CPA
- 2) Reducing the required experience from 10 years to 5 years

In my opinion, requiring a CPA would create too narrow of a pool of applicants. Additionally, I believe that 5 years of experience is not efficient for the level of responsibility that this position requires. We need to remember that these are minimum qualifications, not optimal qualifications. The ranking process is designed to bring the most qualified applicants to the top of the register. Therefore, I recommend that we do not make any adjustments to the recommended minimum qualifications.

Once the job description is complete, we will be able to move forward with the job analysis questionnaire and then to the job announcement.

Please let me know if I can be of further assistance.

ADMINISTRATOR, COUNTY COMMISSION

0165
11/25/19

FLSA: Exempt
Pay Grade: A16

NATURE OF WORK: The fundamental reason the position exists is to serve as the manager for the county's administrative departments and to coordinate administrative functions for other county departments and state offices. The Administrator reports directly to the Montgomery County Commission and assists the Commission in developing policy and directing its implementation and the delivery of services to the community. Major work responsibilities include providing strategic leadership and oversight to administrative staff, developing and administering policies and procedures, providing oversight for county fiscal activities to include managing the county budget, assisting the Commission in developing short and long range plans, responding to public inquiries and concerns, coordinating legal matters with the County Attorneys and informing the County Commissioners regarding compliance with state, local and ethics laws, and performing administrative duties for the Commission.

WORK RESPONSIBILITIES:

WR1. Provides strategic leadership and oversight to administrative staff over various operational responsibilities to include working with county commission, elected officials, and department heads to coordinate county government.

WR2. Develops and administers policies, procedures, and directives of the Montgomery County Commission in order to ensure that the Commission is informed of county business and to carry out the business of the Commission.

WR3. Provides administrative direction and oversight for county fiscal activities to include developing and managing the county budget for the County Commission to ensure appropriate expenditure of funds.

WR4. Oversees county financial, material and human resources for the County Commission to include overseeing financial reporting, risk management and employee benefits, purchasing, long term debt, investments, contracting functions, land acquisitions, facilities construction and maintenance, and/or personnel.

WR5. Manages various projects for the County Commission in areas such as economic development, land use, and property development in order to ensure that projects are completed in a timely and cost efficient manner and in compliance with federal and state regulations.

WR6. Develops, manages, directs and implements short and long range strategic plans, initiatives and objectives.

WR7. Serves as a liaison between the county commission and the public by responding to inquiries and resolving concerns.

ADMINISTRATOR, COUNTY COMMISSION

WR8. Coordinates legal matters of the county to include researching state and local laws, state ethics laws and coordinating legal matters with the county attorney.

WR9. Performs administrative duties in coordination with the county commission to include presenting reports, reviewing and approving resolutions, minutes, correspondence, and documentation, and attending meetings with various entities on matters effecting county government.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of organizational leadership, management and development.

Knowledge of principles and practices of strategic planning and development of goals and objective.

Knowledge of practices and procedures for managing and directing administrative staff.

Knowledge of practices and procedures for budget planning, development and implementation.

Knowledge of practices and procedures of public administration in a local government setting.

Knowledge of administrative principles, including goal setting, program development, implementation and evaluation and the management of employees.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental operations, budgeting, and compliance issues.

Knowledge of contract management to include establishing timelines and contract requirements as needed to ensure compliance.

Knowledge of procurement procedures to include knowledge of bid requirements, contracting practices, etc.

Knowledge of the organization and functions of local government to include inventory control, personnel management, capital acquisition, etc. as needed to review programs, provide technical assistance, and ensure that various groups are following procedures.

Knowledge of employee benefit programs as needed to administer programs, to identify cost containment measures, to evaluate the effectiveness of programs, etc.

Knowledge of local, state and federal laws, regulations and requirements regarding employee benefit programs and personnel issues or matters to include, but limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, and Family Medical Leave Act.

Knowledge and awareness of trends as needed to determine long and short range needs for county and to coordinate requests between divisions.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding manpower, space or facility utilization, general operations, or to coordinate resources.

Knowledge of ethics laws as needed to ensure compliance.

Knowledge of accounting principles as applied to county government setting as needed to ensure the county is fiscally responsible in financial reporting and audit compliance.

Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds

ADMINISTRATOR, COUNTY COMMISSION

Ability to plan, organize and direct complex administrative functions.

Ability to work under pressure to deal with multiple deadlines, planning personal workload, and delegating work to others.

Ability to communicate in writing to include organizing thoughts in a logical manner, clarity, conciseness, adapting style to the reader, and using proper spelling, punctuation, and grammar as needed to compose narrative summaries, reports, and correspondence and to review and edit the work of others.

Ability to communicate one-on-one to include relating to people of diversity and actively listening as needed to provide instruction to employees, supervise employees, and provide information to and coordinate projects.

Ability to prepare and make oral presentations to include researching subject, preparing an outline, preparing the text, preparing handouts and visual aids, anticipating questions, speaking to the audience, and answering questions as needed to conduct presentations.

Ability to establish and maintain effective working relations with county commissioners, employees, division heads, public citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

Ability to interpret local, state and federal laws, rules, statutes, and regulations for the commission, division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to formulate and recommend policy and procedure based laws, trends, and historic perspective.

Ability to analyze and evaluate data and information in order to make a decision or to develop recommendations for the Commission based on organizational needs, benefits and costs.

Ability to balance competing interest and to make decisions which will benefit the county.

Ability to supervise employees to include assigning and reviewing work, providing feedback and recommending and implementing discipline as needed to accomplish the mission and goals of the county.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to plan and manage highly complex projects as needed to ensure that projects are completed on time and according to established standards.

ADMINISTRATOR, COUNTY COMMISSION

MINIMUM QUALIFICATIONS: Must have a Master's Degree in Public or Business Administration, Juris Doctorate, or Certified Public Accountant and a minimum of ten (10) years senior executive-level experience in administration, finance, or personnel administration.

NOTE: Experience in the public sector is preferred and experience in a county or municipal environment is highly preferred.

ADMINISTRATOR, COUNTY COMMISSION

ACKNOWLEDGMENTS:	
Chairman, County Commission (with concurrence of Commission)	Date

Memo

To: Mr. Donnie Mims
From: Ray Williams, Chief Probation Officer
Date: December 12, 2019
Re: Children's Policy Council 501c3 Grant Agreement

I am requesting that the attached Alabama Children's Policy Council 501c3 Grant Agreement be placed on the County Commission agenda for the Montgomery County Children's Policy Council. The deadline for this grant is December 31, 2019; so, I am also asking that the rule be waived in order to get this approved by the Commission and meet this deadling.

Thank you for your consideration in this matter.

§ 12-15-509..... Executive council to adopt allocation guidelines; granting role of state team; eligible recipients; prerequisites to maintaining funding; penalty for noncompliance; reporting requirement.

**ARTICLE 6.
APPEALS.**

§ 12-15-601..... Appeals from judgments and orders of juvenile courts.

TITLE 26.

§ 26-24-30..... Creation of Alabama Children's Policy Council.
§ 26-24-31..... Establishment of Alabama Children's Policy Council Fund.
§ 26-24-32..... Expenses of Alabama Children's Policy Council members who are state officers or employees.
§ 26-24-33..... County children's policy councils – generally.
§ 26-24-34..... County children's policy councils – duties.
§ 26-24-35..... Juvenile justice coordinating councils renamed.

Department of Human Resources; the Administrative Director of Courts; the Commissioner of the Department of Children's Affairs; the Commissioner of the Department of Mental Health and Mental Retardation; the Executive Director of the Department of Youth Services; the State Superintendent of Education; the State Health Officer; the Executive Director of the Alabama Children's Trust Fund; the President of the Alabama Parent-Teachers Association; the Director of the Alabama Department of Economic and Community Affairs; the Commissioner of the Department of Rehabilitation Services; the Commissioner of the Alabama Medicaid Agency; the Director of the Department of Public Safety; the Administrator of the Alcoholic Beverage Control Board; the Director of the Office of School Readiness; the Director of Voices for Alabama's Children; the Director of A Journey to Manhood; the President of A Coalition of 100 Black Women; the President of 21st Century Youth Leadership Program; **the Director of the Children First Foundation; the Director of the Multiple Needs Child Office;**¹¹⁵ and five persons to be appointed by the Alabama Children's Policy Council.

The appointed members of the Alabama Children's Policy Council shall reflect the racial, gender, geographic, urban/rural, and economic diversity of the state. All appointments are subject to Senate confirmation and shall be effective until acted upon by the Senate.

- (b) The Commissioner of the Department of Children's Affairs shall serve as chair and the Chief Justice of the Supreme Court of Alabama as vice chair. The five Alabama Children's Policy Council appointees and the three appointees of the Governor shall serve on the Alabama Children's Policy Council for two years from October 1 following their appointment and until their successors are selected, and may be reappointed for additional terms. Any vacancies in the appointed positions shall be filled in like manner as their predecessor and shall serve for a full term and until their successors are selected. If the Alabama Children's Policy Council deems it necessary or advisable, it may elect other officers and adopt by-laws. The vice chair and any other officers of the Alabama Children's Policy Council, other than the chair, shall hold these offices for a period as designated by the Alabama Children's Policy Council, or for so long as they remain members of the Alabama Children's Policy Council. The Alabama Children's Policy Council shall meet at the call of the chair at least once annually prior to September 1 of each fiscal year, and at other times as, in the opinion of the chair, additional meetings are needed.
- (c) It shall be the duty of the Alabama Children's Policy Council and the Chief Justice of the Supreme Court of Alabama to review the report prepared by the Department of Children's Affairs pursuant to Section 26-24-34 and to make recommendations as it deems necessary and appropriate to the Governor and Legislature by October 1 of each fiscal year. It shall also be the duty of the Alabama Children's Policy Council to develop a state resource guide, which may be automated, including procedural information concerning how to access these services. This guide shall be distributed to departments, agencies, and organizations serving children, as well as the county children's policy councils in each county of the state and the general public.

§26-24-31.

- (a) There is hereby established the Alabama Children's Policy Council Fund into which there is automatically appropriated twenty thousand dollars (\$20,000) annually at the

beginning of each fiscal year. Any funds remaining in the Alabama Children's Policy Council Fund at the end of any fiscal year shall not revert to the State General Fund. The Comptroller shall transfer the moneys from the State General Fund to the Alabama Children's Policy Council Fund annually at the beginning of each fiscal year and the moneys in the fund shall be expended for the travel expenses of members of the Alabama Children's Policy Council who are not otherwise reimbursed by the state and such other necessary operating costs and expenses as approved by the chair of the Alabama Children's Policy Council. Travel and per diem for all members of the Alabama Children's Policy Council shall be calculated and paid at the same rate applicable to state employees. Any expenses of the Alabama Children's Policy Council, including printing, postage, and mailing costs, which cannot be paid because of insufficient funds, shall be charged to the departments and agencies represented by membership on the Alabama Children's Policy Council on a pro-rata basis, as calculated by the chair.

- (b) The Alabama Children's Policy Council may accept and use funds available to it from all sources, including, but not limited to, grants, appropriations, gifts, and donations for the purpose of implementing this chapter. All funds shall be deposited into the Alabama Children's Policy Council Fund, which shall be under the management of the Alabama Children's Policy Council. Moneys of the fund may be withdrawn by vouchers or checks signed by the chair of the Alabama Children's Policy Council.

§26-24-32.

The members of the Alabama Children's Policy Council who are officers or employees of the State of Alabama shall be entitled to be reimbursed for their expenses, including travel, lodging, food, and other expenses at the same rate as other state employees. These expenses shall be paid by the Comptroller from funds appropriated from the State Treasury to the department or agency which the member represents.

§26-24-33.

- (a) A county children's policy council is hereby created in each county of the state. The county children's policy council shall consist of the following members: A juvenile court judge in each county; the county director of the Department of Human Resources; a county representative of the Department of Mental Health and Mental Retardation; a county representative of the Department of Youth Services; a county representative of the Department of Rehabilitation Services, the Medicaid Agency, the Department of Public Safety, and the Alcoholic Beverage Control Board, provided they have a physical presence in the county; the county superintendent of education and any city superintendent of education in the county; the county chief juvenile probation officer; a representative of the county health department; the district attorney; local legislators; the chair of the county commission; the sheriff, and **at least**¹¹⁶ seven persons to be appointed by the county children's policy council from the community including, but not limited to, state and local government officials, practicing attorneys, community organizations, business and industry, and representatives of any other agencies or organizations providing services to families and children in the county.
- (b) All members of the county children's policy council shall serve on the county children's policy council for two years and until their successors are appointed, except those who

serve by virtue of holding a designated office. The county children's policy council shall be convened at least once each quarter at the call of the chair. **The juvenile court judge presiding over the county children's policy council may nominate a member to serve as chair.**¹¹⁷ At the first meeting of the county children's policy council, the county children's policy council shall select its additional council members. If the county children's policy council deems it necessary or advisable, it may elect other officers and adopt bylaws. The additional officers shall hold office for the period as designated by the county children's policy council.

§26-24-34.

The duties of the county children's policy council shall include, but not be limited to, the following: Reviewing the needs of children in the county and the responsibilities assigned each department or agency by law; determining areas of responsibility and identifying areas of duplication or conflict between departments and agencies in the county; identifying local resources and developing, in conjunction with the Department of Children's Affairs, and updating annually, a local resource guide to services available to children which shall include procedural information concerning how to access those local services; articulating and communicating to the local community the needs of children; and submitting an annual report to the Department of Children's Affairs by July 1 of each year on the local services provided to children, local needs of children, and recommendations of the county children's policy council based on data from the previous fiscal year ending September 30. The Department of Children's Affairs shall then, by September 1 of each year, submit its summary recommendations based on the reports, along with a copy of each local report to the Alabama Children's Policy Council. The local resource guides shall be used by the Alabama Children's Policy Council in compiling a state resource guide, which may be automated and shall be distributed to the general public and to agencies and organizations serving children.

§26-24-35.

All references to the "Alabama Juvenile Justice Coordinating Council" and to "county juvenile justice coordinating councils" in this code, are changed to the "Alabama Children's Policy Council" and "county children's policy councils" respectively. All other laws, rules, regulations, and legal references of any kind to the "Alabama Juvenile Justice Coordinating Council" or to "county juvenile justice coordinating councils" shall be changed to the "Alabama Children's Policy Council" or to "county children's policy councils" respectively when this code is next reprinted and in other laws, rules, regulations, and legal references as is appropriate, timely, and economically feasible.

...

Section 7.

This act shall become effective on January 1 following its passage and approval by the Governor, or its otherwise becoming law except that the provisions of Section 12-15-208(a)(1), Code of Alabama 1975, as provided in this act, regarding status offenders shall not become effective until October 1, 2009.

THE COUNTY CHILDREN'S POLICY COUNCILS

The county councils review the needs of children in their counties and how local agencies and departments can work together more efficiently and effectively to serve the children in their area. These local teams submit an annual report to the Department of Children's Affairs by July 1 of each year on local services provided to children, local needs of children, and recommendations of the county children's policy council based on data from the previous fiscal year ending September 30. These local resource guides shall be used by the State Children's Policy Council in compiling a state resource guide which is distributed to the general public and to agencies and organizations serving children.

MEMBERS INCLUDE:

- A juvenile court judge in each county;
- the county director of the Department of Human Resources;
- a county representative of the Department of Mental Health;
- a county representative of the Department of Youth Services;
- a county representative of the Department of Rehabilitation Services, the Medicaid Agency, the Department of Public Safety, and the Alcoholic Beverage Control Board, provided they have a physical presence in the county;
- the county superintendent of education and any city superintendent of education in the county;
- the county chief juvenile probation officer;
- a representative of the county health department; the district attorney;
- local legislators;
- the chair of the county commission;
- the sheriff;
- and at least seven persons to be appointed by the county children's policy council from the community including, but not limited to, state and local government officials, practicing attorneys, community organizations, business and industry, and representatives of any other agencies or organizations providing services to families and children in the county.

The juvenile court judge presiding over the county children's policy council will serve as chair, but may nominate another member to serve as chair. All members of the county children's policy council shall serve on the county children's policy council for two years and until their successors are appointed, except those who

serve by virtue of holding a designated office. The county children's policy council shall be convened at least once each quarter at the call of the chair.

**THE DUTIES OF THE COUNTY CHILDREN'S POLICY COUNCIL
INCLUDE:**

- Reviewing the needs of children ages 0 to 19
- Reviewing the responsibilities assigned each agency by law
- Determining areas of responsibility and identifying area of duplication and/or conflict between agencies
- Identifying local resources
- Developing a local resource guide to services available to children which shall include procedural information concerning how to access such local services
- Articulating and communicating to the local community the needs of children
- Submitting an annual report and needs assessment

Alabama Code Section 26-34-34



Honorable Kay Ivey, Governor
Honorable Jeana Ross, Secretary

August 26, 2019

RE: Children's Policy Council Grant Announcement

Dear Children's Policy Council Chair:

The Alabama Department of Early Childhood Education is proud to announce that it will be awarding \$500 grants to County Children's Policy Councils that have a desire to become a 501c3. The Children's Policy Councils that have obtained 501c3 status have been able to write grants, receive funding, start programs, serve as a fiscal agent for other CPC organizations and ultimately take steps toward improving the lives of children and families in their respective communities.

According to the 2019 Needs Assessment your county was one of the 25 counties that had identified not having 501c3 status. To try to alleviate some of the financial challenges of 501c3 filing fees we have opened a one- time grant specifically for CPC's to start the process to become a 501c3. The online CPC grant application will be open from Monday, August 26, 2019 to 5pm, December 31, 2019. To apply for the CPC grant funds, you will need a fiscal agent that can accept state funds on your behalf. The fiscal agent will then turn the funds over to the CPC so that they can pay the necessary fees to become a 501c3.

Please carefully review the attached CPC grant application, CPC grant instructions and Memorandum of Understanding. To begin click on the link <http://www.grantinterface.com/si/6DLLhx>, use your Needs Assessment login to access the online grant application. If you are having trouble with your login, please feel free to contact me and we can reset it for you liletta.jenkins@ece.alabama.gov or 334-328-2562 cell.

Good Luck on your CPC grant application and Thank you for all you do for children in your respective counties!

Sincerely,

A handwritten signature in black ink that reads "Liletta M. Jenkins".

Liletta M. Jenkins
State Children's Policy Council Manager

PHYSICAL ADDRESS
445 DEXTER AVENUE
MONTGOMERY, AL 36104

334.224.3171
WWW.CHILDREN.ALABAMA.GOV

MAILING ADDRESS
P.O. BOX 302755
MONTGOMERY, AL 36130

Foundant Instructions CPC 501C3 Grant

1. Here is a Link straight to Foundant:

<http://www.grantinterface.com/sl/6DLLhx>

2. Look for the box below and click "APPLY"

2019 Children's Policy Council 501C3

Accepting Submissions from 08/16/2019 to 12/31/2019

 Preview  Send to GrantHub 

Apply

Troubleshoot:

If there are any problems finding the above, then:

1. Hit the Apply button in the upper ribbon of your Dashboard:

Alabama Department of Early Childhood Education



Apply

Fax to File

2. Enter the access Code 501C3 in the "Access Code" box:

Role (Applicant) ▾

Apply

501C3

Enter Code

 If you have been provided with an Access Code, you may enter it in the box at the top of the page.

3. Look for the box below and click on "APPLY":

2019 Children's Policy Council 501C3

Accepting Submissions from 08/16/2019 to 12/31/2019

 Preview  Send to GrantHub 

Apply

2019 Children's Policy Council 501C3

Alabama Department of Early Childhood Education

Project Specifications

Project Name*

Use the name of the Children's Policy Council here.

Character Limit: 100

Children's Policy Council Mailing Address:*

Please give the mailing address of the Children's Policy Council.

Character Limit: 250

Children's Policy Council Telephone Number:*

Please give the telephone number of the Children's Policy Council.

Character Limit: 250

Applicant Name:*

Give the first and last name of the individual completing this application.

Character Limit: 50

Applicant Job Title:*

Give the job title of the individual completing this application.

Character Limit: 50

Applicant Email Contact*

Give the email address of the applicant.

Character Limit: 250

Applicant Phone Number*

Give the phone number of the applicant.

Character Limit: 250

Project Narrative

Project Description:*

Briefly describe the project for which you are requesting funding.

Character Limit: 500

Budget

Grant Amount:
\$500.00

Budget Narrative:

The entire requested amount will be expended on filing fees or costs associated with applying for non-profit status (501C3). The fees will be paid to the U.S. Internal Revenue Service (IRS) and Alabama State government agencies such as the Secretary of State, county probate office or other government entity.

Financial Information

Financial Agent/Entity*

Please give the name of the financial agent/entity that will receive the payment of grant funds. **This financial agent/entity must be registered in Alabama's Vendor Self Service Portal and have a verified Vendor Code and Address Code. All entities receiving funds from the State of Alabama must have correct information in Alabama's Vendor Self Service Portal to ensure that the payments are not rejected or delayed by the State of Alabama Department of Finance. To apply for a Vendor Code, please click here.**

Character Limit: 250

Vendor Code*

Please provide the financial agent/entity's verified Vendor Code for the State of Alabama.

Character Limit: 250

Address Code*

Once the financial agent/entity has a Vendor (VC) code with the State of Alabama, a valid address code for payments must also be provided. Please provide this code, which will be provided to you in the Vendor Self Service registration process, so that we ensure payments can be processed. If a valid Address Code (AD) is not provided, payments cannot be processed through the state accounting system.

Please Note: If your organization has multiple AD codes, please verify with your Chief Financial Officer which AD code should be used. **DO NOT ENTER AN ADDRESS OR ZIP CODE HERE. ADDRESS CODES BEGIN WITH AN "AD".**

Character Limit: 50

Financial Contact*

List the first and last name of the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

Financial Contact Email*

Please provide the email of the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

Financial Contact Phone Number*

Please give the contact phone number for the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

2019 Children's Policy Council 501C3

Alabama Department of Early Childhood Education

Memorandum of Understanding

The Department of Early Childhood Education (DECE) hereby awards the organization named herein the amount stated herein for the purposes of supporting the filing for 501C3 status with the U.S. Internal Revenue Service (IRS). This award is based on the availability of federal funds and is awarded with all the applicable rules, regulations and conditions of DECE.

Project Name*

Please name the Children's Policy Council here.

Character Limit: 100

Vendor Code

Please provide the financial agent/entity's verified Vendor Code for the State of Alabama.

Character Limit: 250

Address Code

Once the financial agent/entity has a Vendor (VC) code with the State of Alabama, a valid address code for payments must also be provided. Please provide this code, which will be provided to you in the Vendor Self Service registration process, so that we ensure payments can be processed. If a valid Address Code (AD) is not provided, payments cannot be processed through the state accounting system.

Please Note: If your organization has multiple AD codes, please verify with your Chief Financial Officer which AD code should be used. **DO NOT ENTER AN ADDRESS OR ZIP CODE HERE.**

ADDRESS CODES BEGIN WITH AN "AD".

Character Limit: 50

Amount Awarded

Character Limit: 20

Funding Source

Choices

State Education Trust Fund

Mixed Funding

PDGB5

Assurances & Joint Responsibilities

The Grantee hereby certifies and represents that it understands that grant funds received shall be subject to and incorporate the following assurances, joint responsibilities and conditions of the DECE.*

Choices

I agree

Federal and State Laws, Rules and Regulations:

Grantee shall comply with all Federal and State rules and regulations appropriately, applicable and binding as may be published in an official and legal manner.

Hold Harmless:

The Grantee will hold harmless the Alabama Department of Early Childhood Education from any damage or injury sustained by any person or property in any manner.

Project Funding

Funding for the project will be contingent upon receipt by DECE of funds for that purpose.

Inspection and Audit

The DECE or any duly authorized state representative of DECE shall have access, for the purpose of audit and examination, to any financial books, documents, papers, and records of the sub-grantee related to this grant and to relevant financial books and records of sub-grantees as provided by appropriate rules and regulations.

Maintenance and Retention of Records

All sub-grantee records relating to this grant, including books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records must be retained for three (3) years.

Non-Transferability Clause

This Agreement may be terminated by either party. The Grantee shall not have the right to assign or transfer its rights or obligations under the Agreement without the written consent of the Lead Agency. This Agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

Acceptance of Award

Funding Understanding*

By checking the box below, the undersigned acknowledge that this grant award is contingent upon the availability of federal funds.

Choices

I agree

Certification of Information*

We, the undersigned, agree that all information provided is correct and understand that any incorrect information may delay payment of grant funds by the DECE.

Choices

I have checked this information and agree

The undersigned hereby signify acceptance of the grant award and agree to terms and conditions set forth within this MOU. The undersigned agree to comply with guidelines set forth by DECE and with laws and guidelines set forth by the State of Alabama and the federal government.

The undersigned agree to submit this MOU by electronic means. By signing this MOU electronically, the undersigned certify that:

- The undersigned understands the statements and requirements contained in this MOU.
- The undersigned are authorized to legally sign and commit to the requirements of this MOU on behalf of the Grantee organization.

The undersigned understands that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

Authorized Signature of Children's Policy Council*

Type your full name - First Name and Last Name are required

Character Limit: 250

Title*

Please type in the title of your position.

Character Limit: 50

Authorized Signature of Financial Agent of Children's Policy Council*

Character Limit: 75

Title*

Please type in the title of your position.

Character Limit: 75

Show Signature?

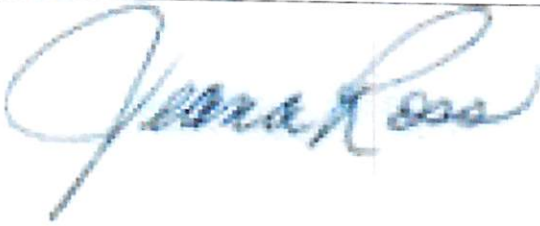
Show Signature?

Choices

Yes

No

Signature

A handwritten signature in blue ink, appearing to read "Jana Ross", written over a horizontal line.

Date:*

Character Limit: 10

AGENDA

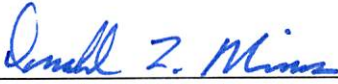
DEC 16 2019

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Friends of the Theatre	001-57600.450	0	6,000	6,000
In House Misc. Appro.	001-59310.498	50,160	(6,000)	44,160
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 50,160	\$ 0	\$ 50,160

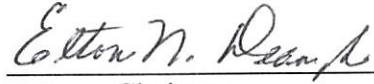
24-1

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, January 14, 2020, at 3:30 in the afternoon.



Administrator



Chairman