

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

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *PLM*
County Administrator

SUBJECT: Information pertaining to the April 8, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, April 8, 2019, at **Mt. Zion AME Zion Church, 455 W. Jeff Davis Avenue, Montgomery, Alabama. The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.**

Please note that Filing of the 2018 Statement of Economic Interests Form is due April 30, 2019. The online Statement of Economic Interests form is available for submission at the following website: www.ethics.alabama.gov.

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

1. County Commission Information Session Schedule for April 8, 2019

Waived Rules Item for Monday, April 8, 2019

2. Consider Authorization to Waive a Refund Due from the Montgomery County Board of Education, Revenue Commissioner's Office
3. Consider Adoption of Resolution Approving Relocation of Polling Place in Precinct 501, Montgomery County Commission District Five Represented by County Commissioner Doug Singleton, County Commission
4. Consider Authorization to Hire an Interim Executive Director at Pay Grade A13, Step 4 (\$83,111), Community Corrections

A COUNTY OLDER THAN THE STATE

5. Consider Adoption of Resolution Declaring Tuesday, April 9, 2019, as Joseph Bradley Day in Montgomery County

Items to Consider for the Monday, April 22, 2019 Montgomery County Commission Regular Meeting Agenda

6. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Alabama River Parkway from Jackson Ferry Road to Montgomery City Limits, Project# STPMN-5118(252); MCP 51-02-18; CPMS Ref. # 100067623 and Related Resolution, Engineering Department
7. Consider Adoption of Resolution for Resurfacing Paulk Road (2.0 Miles), Project No. MCP 51-01-19, Engineering Department
8. Consider Adoption of Resolution for Resurfacing Dozier Road (1.7 Miles), Project No. MCP 51-02-19, Engineering Department
9. Consider Authorization of Renewal of Correctional Excess Medical Insurance secured through Catastrophic Medical Excess, Inc., with Sirius America Insurance Company, Risk Management
10. Consider Authorization of Contract with the Chamber of Commerce regarding Preliminary Economic and Feasibility Analysis for Project Catalyst, County Commission
11. Consider Adoption of Resolution Honoring the Memory and Service of the Late Former Commissioner Dimitri Polizos, County Commission
12. Consider Adoption of Resolution Providing for Montgomery County's Participation in the 2019 "Back-to-School" Sales Tax Holiday, County Commission
13. Consider Authorization to Recognize and Deny a Notice of Claim regarding Montgomery County Detention Facility Inmate Derwin Deandre Smith, County Commission
14. Consider Authorization of Board Member Appointment, Montgomery Area Mental Health Authority
15. Consider Authorization of Board Member Appointment, Pilgrim Providence Water Authority
16. Consider Authorization of Board Member Appointments, Montgomery City/County Public Library Board
17. Consider Authorization of Board Member Appointment, Montgomery County Community Punishment & Corrections Authority

General Information

18. Copy of Memorandum from Sheriff Derrick Cunningham regarding County Public Safety Pay Plan Adjustments
19. Copy of Memo from Chief Information and Technology Officer Lou Ialacci regarding Infrastructure Project Update
20. Copy of Memo from County Engineer George C. Speake regarding Presentation during Formal Session of Award for Quality in Construction National Asphalt Pavement Association
21. Copy of Information regarding the Y.E.S. Foundation and Request for \$30,000
22. Copy of Letter from Area Director Kenyatte Hassell with Montgomery Young Life **requesting \$12,000 for the Program (On 4/2/18, the Commission appropriated \$10,000 from the Joint Designated Revenue Account and on 6/19/17, the Commission approved a Budget Change Request in the amount of \$12,000 from In-House Appropriations for Youth Programs)**
23. Copy of Letter from President Julian McPhillips, J.D., with The Scott and Zelda Fitzgerald Museum **requesting \$10,000 for the Fitzgerald Museum and Requesting to make a presentation to the Commission (On 8/7/17, the Commission approved a Budget Change Request in the amount of \$10,000 from In-House Appropriations and on 11/21/16 the Commission approved a Budget Change Request in the amount of \$12,000 from In-House Appropriations for Restoration of the Museum)**
24. Copy of Memorandum from Deputy Administrator Cauthen regarding a request for Funding in the amount of \$4,000 from the Alabama Shakespeare Festival
25. Copy of Letter from General Counsel Bryan M. Taylor with the Governor's Office regarding a Proclamation and Writ of Election Calling a Special Election to Fill the Vacancy in the Alabama House of Representatives District 74
26. Copy of Montgomery County Commission Management Procedures Manual, Section 1-22 Rules of Procedure **(Commissioner Harris requested that I place this information in the Briefing Memo)**
27. Copy of Memorandum from Administrator Mims regarding In-Kind Services from the State of Alabama and City of Montgomery to River Bend Pictures concerning the "Son of the South" Movie
28. Copy of Notice from the Federal Communications Commission regarding a New Tower Submission Packet from Verizon Wireless with a proposed location at 3215 Atlanta Highway

April 4, 2019

29. Copy of Letter from the Alabama Department of Revenue regarding Nomination of Persons for Consideration as Members of the County Board of Equalization
30. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
31. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for April 2019

Previous Topics of Discussion

- Memorandum of Understanding (MOU) with the City of Montgomery regarding Board Appointments to the Montgomery Airport Authority
- Legislation regarding the Montgomery Airport Authority

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 8, 2019

- 4:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:05 p.m. Revenue Commissioner Janet Buskey – Presentation requesting to Waive a Refund Due from the Montgomery County School Board **(Waived Rules Item 2)**
- 4:10 p.m. Director of Elections Darryl Parker – Presentation regarding Resolution Approving Relocation of Polling Place in Precinct 501, Montgomery County Commission District Five Represented by County Commissioner Doug Singleton **(Waived Rules Item 3)**
- 4:20 p.m. Sheriff Derrick Cunningham – Presentation regarding County Public Safety Pay Plan Adjustments **(General Information Item 18)**
- 4:30 p.m. Director Felicia Bell, Ph.D, with Rosa Parks Museum, Troy University – Presentation regarding the 2019 Juneteenth Celebration **(On 2/20/18, the Commission appropriated \$5,375 from the Joint Designated Revenue Account and on 6/19/17, the Commission approved a Budget Change Request in the Amount of \$2,000 for this event)**
- 4:35 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Infrastructure Project **(General Information Item 19)**
- 4:40 p.m. County Engineer George Speake – Presentation regarding Agreement with the Alabama Department of Transportation regarding Resurfacing Alabama River Parkway from Jackson Ferry Road to Montgomery City Limits, Project# STPMN-5118(252); MCP 51-02-18; CPMS Ref. # 100067623 and Related Resolution **(Future Agenda Item 6)**, Resolution for Resurfacing Paulk Road (2.0 Miles), Project No. MCP 51-01-19 **(Future Agenda Item 7)**, Resolution for Resurfacing Dozier Road (1.7 Miles), Project No. MCP 51-02-19 **(Future Agenda Item 8)** and Presentation during Formal Session of Award for Quality in Construction National Asphalt Pavement Association **(General Information Item 20)**
- 4:45 p.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 4:50 p.m. President Buck Howard and Executive Vice President Michael Howard with Catastrophic Medical Excess, Inc. – Presentation regarding Renewal of Correctional Excess Medical Insurance secured through Catastrophic Medical Excess, Inc., with Sirius America Insurance Company **(Future Agenda Item 9)**

Information Session Schedule for
April 8, 2019 (Continued)

- 5:00 p.m. Chairman Frank Brown with Montgomery County Community Punishment & Corrections Authority – Presentation requesting to Hire an Interim Executive Director at Pay Grade A13, Step 4 (\$83,111) (**Waived Rules Item 4**)
- 5:10 p.m. Executive Director Cederick Williams with Y.E.S. (Youth Employment Services) Inc. – Presentation **requesting \$30,000** for Program Services (**General Information Item 21**)
- 5:20 p.m. Area Director Kenyatte Hassell with Montgomery Young Life – Presentation **requesting \$10,000** for the Program (**General Information Item 22**)
- 5:30 p.m. Formal Session
- 6:00 p.m. Adjourn

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY

REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



April 4, 2019

MEMORANDUM

TO: Elton Dean, Chairman
Rhonda Walker, Vice Chair
Dan Harris
Isaiah Sankey
Doug Singleton

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Waive Rules - Montgomery County School Board Petition for Refund

The Examiners of Public Accounts have completed the audit of the Montgomery County Revenue Commissioner's office today, April 4, 2019, for the period of July 23, 2014 through August 2, 2018. The audit results reflected that the Montgomery County Commission is due a refund in the amount of \$42, 986.71. This refund is due to a commissions rate error for the 2014 tax collection year, which has since been corrected. The Montgomery County School Board was not charged enough for commissions due to the Montgomery County Commission for ad valorem taxes collected.

Theresa Dekle, the audit manager, stated that her supervisor suggested that due to the dire financial situation the Montgomery County School Board is facing, we should appeal to the County Commission to waive the \$42, 986.71. The examiners have informed us that the County Commission has the authority to waive the amount due. Therefore, I am asking to waive rules, so the auditors can complete the audit settlement.

JB/ah

Enclosure

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

2-1

PETITION FOR REFUND

Montgomery County Board of Education
Post Office Box 1999
Montgomery, Alabama 36103

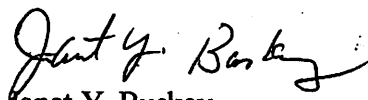
Gentlemen:

Upon completion of an examination of my records as Revenue Commissioner of Montgomery County, Alabama, by the Department of Examiners of Public Accounts, for the period July 23, 2014 through August 2, 2018, for regular ad valorem collections and for the period June 1, 2014 through May 31, 2018, for manufactured home registrations and other collections, it was found that the net of the following items have been overpaid by me:

County Wide Ad Valorem Taxes	\$(112,154.68)
District #1 – Special Ad Valorem Taxes	(2,084.15)
District #2 – Special Ad Valorem Taxes	<u>157,225.54</u>
Total Amount Due	<u>\$ 42,986.71</u>

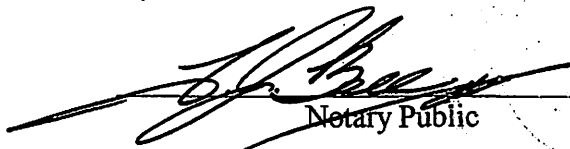
The results of the audit reflect that I am entitled to a refund in the above amount. I respectfully request that such amount be remitted to me.

Sincerely yours,

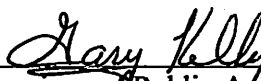


Janet Y. Buskey
Revenue Commissioner, Montgomery County

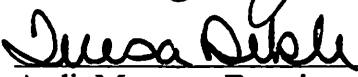
Sworn to and subscribed before me this 4th day of April, 2019.


Notary Public

APPROVED:


Examiner of Public Accounts

Date April 4, 2019


Audit Manager, Examiner of Public Accounts

Date April 4, 2019

Reference: *Code of Alabama 1975*, §§ 41-5-1- through 41-5-24

TO: Montgomery County Commission
FROM: Montgomery County Probate Election Center
RE: Change of Polling Place Location
Date: April 02, 2019

Taylor Road Baptist Church, the polling location for Precinct 501 in Montgomery County Commission District Five (5), has requested to no longer serve in that capacity. First Christian Church located at 1705 Taylor Road has agreed to serve as the new polling location for Precinct 501. The facility at First Christian Church has been assessed and meets all requirements to serve as a polling place location.

It is our hope that the Montgomery County Commission will make this change of polling place location as soon as possible by resolution.

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

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

WHEREAS, the polling place of Precinct 501 located at Taylor Road Baptist Church, 1685 Taylor Road, Montgomery, AL 36117 needs to be relocated per the request of The Montgomery County Commission. First Christian Church has agreed to become the new polling location for Precinct 501 in their Church located at 1705 Taylor Road, Montgomery, AL 36117.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 501 from 1685 Taylor Road, effective June 11, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 8th day of April 2019.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

April 2, 2019

Mr. Elton Dean Sr., Chairman
Montgomery, Alabama, County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Chairman Dean:

The Montgomery County Community Punishment & Corrections Authority would like to hire Mr. Phil Bryant to serve as the Interim Executive Director for the MCCPCA. The Board is requesting the approval to hire Mr. Bryant at Pay Grade 13, Step 4.

Mr. Bryant retired as the Executive Director of the Alabama State Department of Pardons and Parole. Mr. Bryant has an extensive professional background in this field. The Board is confident that Mr. Bryant will serve as an asset for the Community Correction's program, stepping in to maintain the professional integrity, mission and hard work to keep this agency being one of the leading programs of this kind in the state of Alabama.

If you have any further comments or question(s), please contact me at (34) 224-2281

Respectfully,

Frank Brown, Chairman
Montgomery County Community Punishment & Corrections Authority Board

Resolution

WHEREAS, on Monday, March 18, 2019, Joseph Bradley, a Montgomery County resident and Jefferson Davis High School senior, won Gold for English Equitation at the Special Olympics World Games in Abu Dhabi; and

WHEREAS, while competing in the 2019 Special Olympics World Games, Mr. Bradley also won two bronze medals for English Working Trails and Dressage; and

WHEREAS, there were more than 7,000 athletes at the 2019 World Games from nearly 200 delegations; and

WHEREAS, he won Alabama's Special Olympics in equestrian in May 2018, qualifying him for the international games; and

WHEREAS, Mr. Bradley has been riding horses since 2011 as a member of Therapeutic Recreation Center's (TRC) Equestrian Team; and

WHEREAS, he is paralyzed on the right side of his body and has overcome great diversity; and

WHEREAS, in addition to riding horses, he enjoys bowling, playing board games, singing karaoke and encouraging others to smile; and

WHEREAS, the Commission commends Mr. Bradley for his remarkable achievements and honors him for gracefully representing his school and his community.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes and thanks Joseph Bradley for the sacrifices made that are required to perform at the World Level. Furthermore, the Commission congratulates Joseph Bradley on winning Gold for English Equitation at the Special Olympics World Games and does hereby declare Tuesday, April 9, 2019 in Montgomery County, Alabama as

Joseph Bradley Day.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 8th day of April, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DOUG SINGLETON

5-1

ELTON N DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 2, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
4/2/2019

SUBJECT: Approval of Agreement for Resurfacing
Alabama River Parkway from Jackson Ferry Road to Montgomery City Limits
Project# STPMN-5118(252), MCP 51-02-18, CPMS Ref. # 100067623

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing the Alabama River Parkway from Jackson Ferry Road to the Montgomery City Limits (1.754 miles).

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPMN-5118(252)
County Project No. MCP 51-02-18
CPMS Ref# 100067623
Resurface and traffic striping Alabama Parkway**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic striping of the Alabama River Parkway (CR-2120) from the end of the toll bridge over the Alabama River to the Montgomery city limits, Project# 100067623; MCP 51-02-18; CPMS Ref# 100067623.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$444,388.22 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 444,388.22
County Funds	\$ 111,097.06

TOTAL (Incl CE&I)	\$ 555,485.28

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.
The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.
If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.
The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.
Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.
- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.
For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in

accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS ____ DAY OF _____, 20 ____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing and traffic striping of the Alabama River Parkway (CR-2120) from the end of the toll bridge over the Alabama River to the Montgomery city limits, Project# 100067623; MCP 51-02-18.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

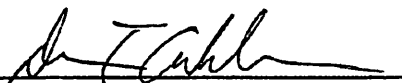
All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

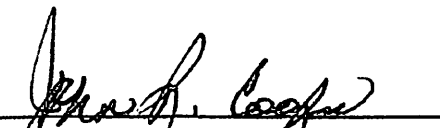
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

ELTON N DEAN, SR.
Chairman
Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 3, 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer *George C. Speake*
SUBJECT: Approval of Resolution for Project No. MCP 51-01-19
Resurfacing Paulk Road (2.0 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-01-19 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/dac

Attachments

cc: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-01-19

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Resurface, and Traffic Stripe Paulk Road (CR-70) from Hillabee Road (CR-70) east 2.0 miles to Mt. Zion Road (CR-39).

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2019.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

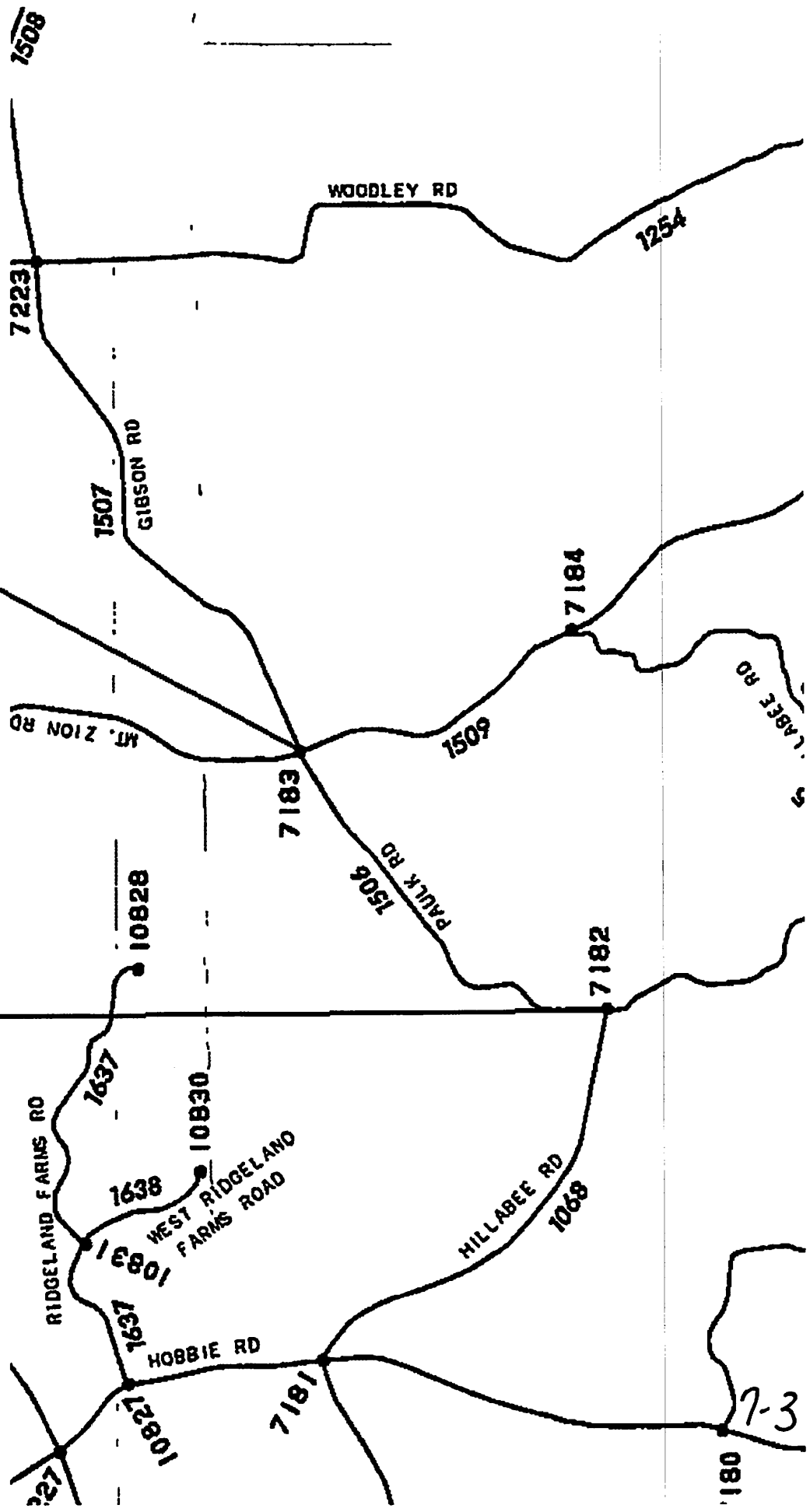
Isaiah Sankey, Member

Daniel Harris, Jr., Member

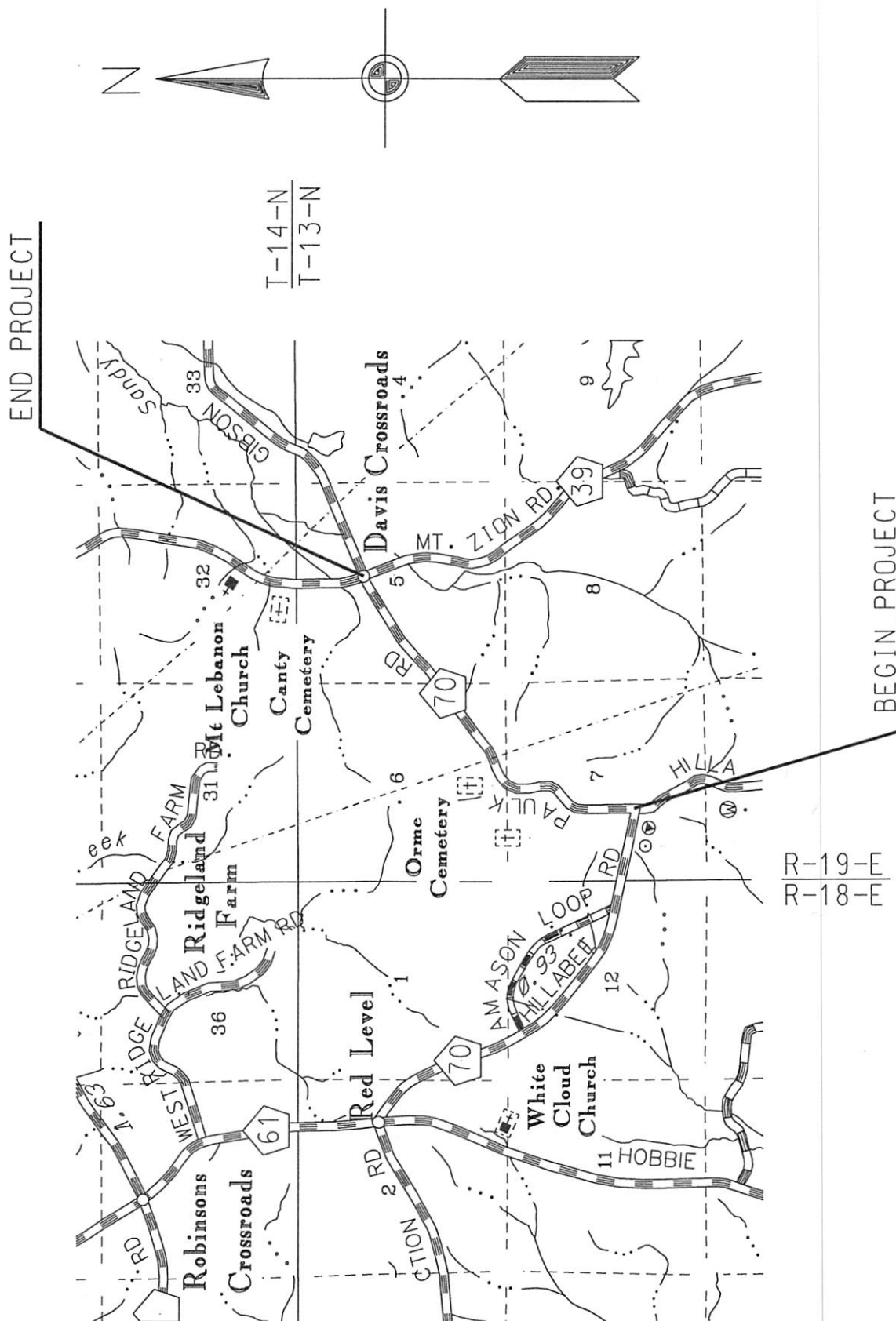
Doug Singleton, Member

BEGIN PROJECT

END PROJECT



LEVEL, RESURFACE, AND TRAFFIC STRIPE PAULK ROAD FROM
HILLABEE ROAD EAST 2.0 MILES TO MT. ZION ROAD.



ELTON N DEAN, SR.
Chairman
Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 3, 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 

SUBJECT: Approval of Resolution for Project No. MCP 51-02-19
Resurfacing Dozier Road (1.7 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-02-19 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/dac

Attachments

cc: Files

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-02-19

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Plane, Resurface, and Traffic Stripe Dozier Road from Wares Ferry Road (CR-64) north 1.7 miles to the toll bridge.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2019.

Montgomery County Commission
Governing Body

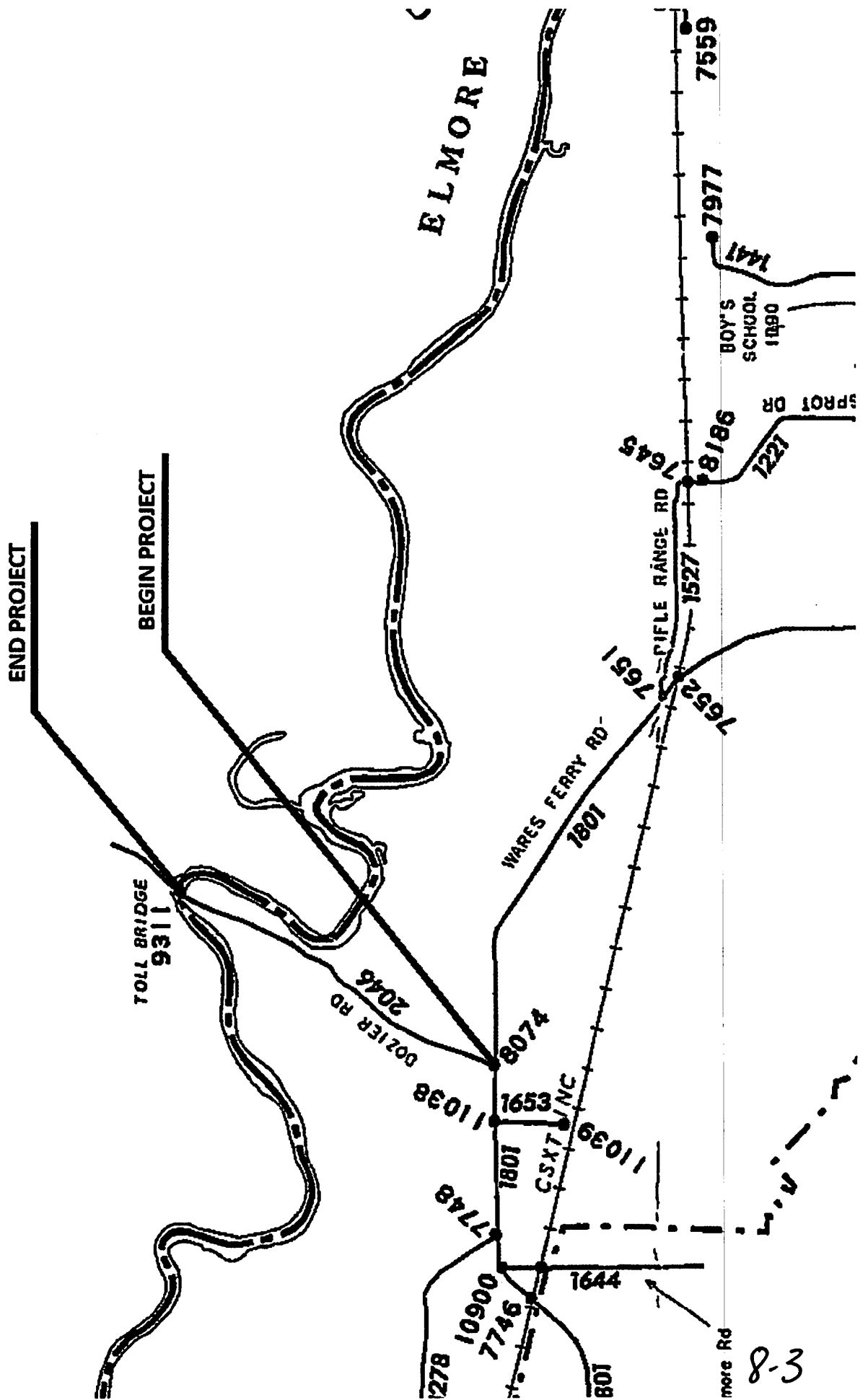
Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

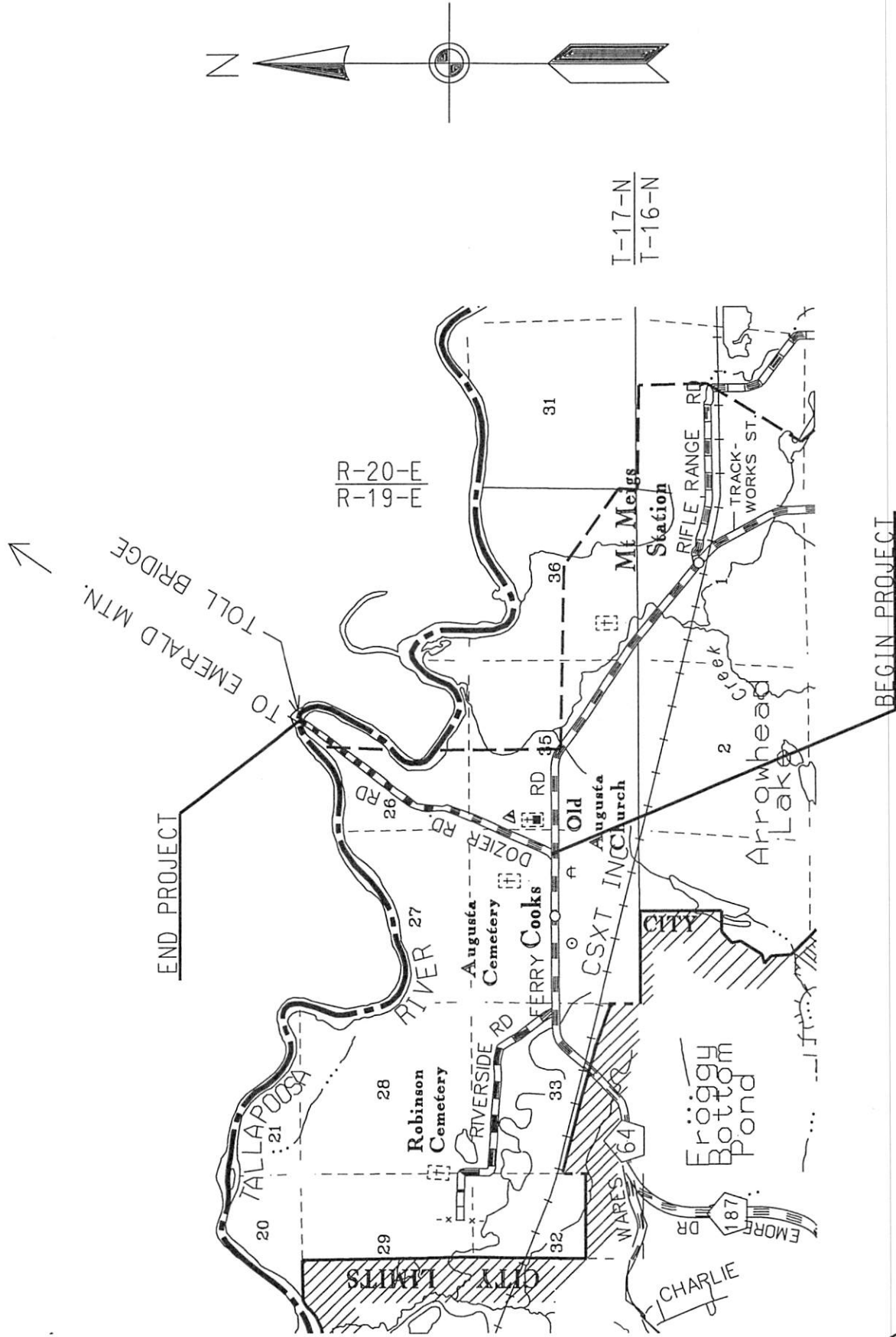
Isaiah Sankey, Member

Daniel Harris, Jr., Member

Doug Singleton, Member



PLANE, RESURFACE AND TRAFFIC STRIPE DOZIER ROAD FROM WARES FERRY ROAD NORTH 1.7 MILES TO THE COUNTY LINE.



Montgomery County Inmate Medical Excess Overview, Renewal Proposal and Recommendation

Montgomery County jail has insured county inmates for excess medical claims since April 1, 2007. This program protects the County Budget from unexpected catastrophic claims during the year. Further, due to the large amount of chronic disease in this population the potential for hospitalizations is high. The current underwriter is Sirius America, an "A" rated, admitted carrier in the State of Alabama, which is important as most other companies are strictly reinsurance agreements and not covered under the guarantee fund.

The first reimbursement was for \$26,730 dollars in May 2008. The program has run very well for 12 years since with five claims paid and the largest claim to date currently running. To reduce cost in 2016 the deductible was increased from \$25K to \$50k for a 44% premium reduction. The deductible was decreased in 2017 to \$40k with no rate increase and remains there currently. The 2018 year has a large claim (\$106,000 plus; less \$40k Deductible) with an inmate that remains the County's responsibility. We have a renewal proposal with no premium increase and no laser or deductible increase for the current large claimant. Given a flat rate renewal rate despite the pending and ongoing large claim to be paid, we recommend renewing with Sirius America.

Inmate Medical Excess Program History 2007-2019

Montgomery County, AL Detention Facility



Annual Detail

	<u>Premium</u>	<u>Claims Paid</u>	<u>Estimated Claims</u>
2007	See rate below	\$ 26,730.08	
2008	See rate below		
2009	See rate below	\$ 14,272.79	
2010	See rate below		
2011	See rate below		
2012	\$ 153,166		
2013	\$ 141,594	\$ 57,725	
2014	\$ 139,141		
2015	\$ 161,157	\$ 17,744	
2016	\$ 90,920		
2017	\$ 96,909		
2018	\$ 92,169		\$ 75,000

Rate History

	<u>Per Inmate/Month</u>	<u>Per Inmate/Day</u>	<u>% change</u>	<u>Deductible</u>
2007		\$ 0.65		\$ 25,000
2008		\$ 0.65	0.00%	\$ 25,000
2009		\$ 0.69	6.15%	\$ 25,000
2010		\$ 0.70	1.45%	\$ 25,000
2011		\$ 0.70	0.00%	\$ 25,000
2012	\$ 20.09	\$ 0.66	-5.64%	\$ 25,000
2013	\$ 20.09	\$ 0.66	0.00%	\$ 25,000
2014	\$ 21.69	\$ 0.71	7.96%	\$ 25,000
2015	\$ 21.69	\$ 0.71	0.00%	\$ 25,000
2016	\$ 12.88	\$ 0.42	-40.62%	\$ 50,000
2017	\$ 12.88	\$ 0.42	0.00%	\$ 40,000
2018	\$ 12.88	\$ 0.42	0.00%	\$ 40,000
2019 Proposed	\$ 12.88	\$ 0.42	0.00%	\$ 40,000



Catastrophic Medical Excess, Inc.

Correctional Excess Medical Protection for Counties and Municipalities

The target for this product is the correctional market, which consists of state prisons, county and local jails as well as federal correctional facilities. A prison is a facility in which the inmate is incarcerated for an extended period of time (typically one year or longer). A jail is a facility in which the inmate is held for a shorter period of time, often awaiting trial or sentencing. The higher inmate turnover in jails requires that healthcare be provided to a much larger number of individual inmates over time but for short duration. Due to the high number of inmate with one or more chronic diseases the potential for hospitalization is high.

We believe this is a niche market that is currently under served in the insurance market place today. This product will help state, county and local governments smooth the variances in their budgets by removing their high cost claims. Private management companies will also benefit from using this product when they are in a risk taking position.

Features/Benefits:

- Budgeting takes the unexpected catastrophic claim out of the equation.
- Cost takes part of the sting out of increasing medical inflation, especially as it relates to tertiary care.
- Planning goes hand in hand with the budgeting process and maintains program consistencies with fewer surprises.

Buck Howard
President
300 Vestavia Parkway
Vestavia, Al. 35216
buck@catmedex.com

Michael Howard
Executive Vice President
300 Vestavia Parkway
Vestavia, Al. 35216
michael@catmedex.com

INSURANCE PROPOSAL

Date: February 28, 2019

Proposed Insured:

Insured Name:	Montgomery County Commission Detention Facility
City, State	Montgomery, AL

Facilities Included:

Montgomery County Commission Detention Facility

1. **Insurer:** Sirius America Insurance Company
A.M. Best Rating "A" Excellent

Coverage Type(s):

Calendar Year Deductible per Inmate	Yes
-------------------------------------	-----

Deductible(s)

Coverage Type	Option 1
Deductible per Inmate	\$ 40,000

Coinsurance:

Percentage Payable Excess of the Deductible(s)

Individual Excess	100%
-------------------	------

Effective Date: April 1, 2019

Termination Date: March 31, 2020

Claims Incurred:

Coverage Type	From	To
Per Policy	April 1, 2019	March 31, 2020
	n/a	n/a

Claims Paid:

Coverage Type	From	To
Per Policy	April 1, 2019	September 30, 2020
	n/a	n/a

Claims Reported:

Coverage Type	From	To
Per Policy	April 1, 2019	September 30, 2020
	n/a	n/a

Claims Submitted:

Coverage Type	From	To
Per Policy	April 1, 2019	September 30, 2020
	n/a	n/a

Covered Services: Medical Services provided outside the walls of the facility listed above, and as outlined below and defined in the Insurance Policy.

Claims Accumulation Basis:	Eligible Medical Services shall accumulate to satisfy the Individual deductible as outlined below:
Hospital	Lesser of 30% of billed, the amount paid, or the negotiated amount
Ambulance	Lesser of 30% of billed, the amount paid, or the negotiated amount.
DME	Lesser of 30% of billed, the amount paid, or the negotiated amount.
Pharmaceutical	Lesser of 30% of billed, the amount paid, or the negotiated amount. Specialty Drugs are not covered
Outpatient	Lesser of 30% of billed, the amount paid, or the negotiated amount
Professional	Lesser of 30% of billed, the amount paid, or the negotiated amount
Other Provisions	Pre-booking injuries are not covered.

Policy Maximum Benefit(s):

Per Inmate	\$ 250,000
Common Occurrence Limit	\$ 750,000
Policy Limit	\$ 1,000,000

Proposed Rates:

Per Inmate Per Month:

Deductible	\$ 40,000
Monthly Rate Per Inmate	\$ 12.88
Total	\$ 12.88

Form: Insured

Minimum Premium: The minimum premium shall be based on a minimum daily census of 636 Inmates per day or \$98,300.16 whichever is greater.

Reporting:

1. Review and acceptance by Sirius America Insurance Company
2. Receipt and Review of provider agreements currently in place, if any.
3. Completion of Sirius America Insurance Company Application and Disclosure Statement.

By and on behalf of Sirius America Insurance Company;
International Assurance of Tennessee, Inc.

Robert Baisden

Contract Holder: Montgomery County Commission Detention Facility

By:

(Signature)

Date: _____

(Name)

(Title)

**Sirius America Insurance
Company
140 Broadway
New York, NY 10005**

APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

- a. **Full Legal Name of Proposed Policyholder**
Montgomery County Commission Detention Facility
- b. **Address**
Montgomery, AL
- c. **Proposed Policyholder is** X A correctional facility or authority of a state, county or municipality, or _____ a management company providing health services to inmates
- d. **Requested Effective Date:** 04/01/2019
Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.
- e. **Who will be insured?** *Please check each category that applies*
- ☐ 1. Eligible Persons during Pursuit
- ☒ 2. Eligible Persons in Custody of a correctional facility of a state, county or municipality
- ☒ 3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

Part II Plan of Insurance and Premium Calculation

- a. **Plan of Benefits**
1. Maximum Benefit per Covered Inmate Per Policy Year \$ 250,000
2. Maximum Benefit for injuries sustained during Pursuit \$ N/A
3. Policy Aggregate Maximum per Policy Year \$ 1,000,000
4. Deductible Per Covered Inmate Per Policy Year \$ 40,000
- b. **Premium Calculation**
1. Rate Per Covered Inmate per month \$ 12.88
2. Number of Covered Inmates on the Policy Effective Date 636
3. Minimum Annual Premium \$ 98,300.16

Part III Acknowledgements and Signatures

- a. **Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the _____ day of _____, 2019

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title: _____

Agent License Number: _____

MONTGOMERY
AREA CHAMBER OF COMMERCE

April 1, 2019

Mr. Donald L. Mims
Administrator, Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

This letter is to confirm the Montgomery Area Chamber of Commerce request for \$30,000 from the Montgomery County Commission to conduct preliminary feasibility and economic analysis for catalyst project development. A signed contract and invoice are enclosed for your review.

Please contact me should you require additional information. As always, the Chamber gratefully appreciates the partnership of the Montgomery County Commission to create jobs and opportunities for the citizens of Montgomery County.

Sincerely,



Anna B. Buckalew
President & CEO

Encs.



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE *Next* REGION.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc. hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay to the Chamber a sum of \$30,000,000 to be paid in April 2019.

The Chamber will utilize these funds to conduct preliminary economic and feasibility analysis for catalyst project development.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this ____ day of _____ 2019.

Montgomery Area Chamber of Commerce

Montgomery County Commission

By: 
ANNA B. BUCKALEW
Its President & CEO, Montgomery Area
Chamber of Commerce
P.O. Box 79
Montgomery, Alabama 36101

By: _____
ELTON N. DEAN, SR.
Its Chairman, Montgomery
County Commission
P.O Box 1667
Montgomery, Alabama 36102-1667

invoice



MONTGOMERY

AREA CHAMBER OF COMMERCE

montgomerychamber.com

POST OFFICE BOX 79, 41 COMMERCE STREET

MONTGOMERY, ALABAMA 36101

TEL: 334-834-5200 FAX: 334-265-4745

BUILDING BUSINESS. BUILDING THE *River* REGION

Montgomery County Commission
Mr. Donald L. Mims
P.O. Box 1667
101 S. Lawrence Street
Montgomery, AL 36102-1667

Invoice Date: 4/1/19
Invoice Number: 56233

MONTGOMERY AREA CHAMBER OF COMMERCE

Description	Quantity	Rate	Amount
Preliminary economic and feasibility analysis for Catalyst Project	1	\$30,000.00	\$30,000.00
Total:			\$30,000.00
Payment/Credit Applied:			\$0.00
Balance:			\$30,000.00

Thank You For Your Support

Your investment makes it possible for The Chamber to work each and every day to bring new jobs to our region, grow our existing industry and business base and build a better quality of life.

Please return this portion with your payment

FROM:

Montgomery County Commission
Mr. Donald L. Mims
P.O. Box 1667
101 S. Lawrence Street
Montgomery, AL 36102-1667

Invoice # 56233

Amount Due \$30,000.00

Please remit payment to:

Montgomery Area Chamber of Commerce - AL
P.O. Box 79
Montgomery, Alabama 36101

Amount Paid \$ _____

Check _____ MC _____ Visa _____ Amex _____

Credit Card# _____

Name on Card: _____ Expiration Date: _____ CVV Code: _____



MONTGOMERY

AREA CHAMBER OF COMMERCE

montgomerychamber.com

10-2

Resolution

WHEREAS, Mr. Dimitrios Gus Polizos was born on August 14, 1950, in Montgomery, Alabama, to Kiki Hiras Polizos and the late Gus V. Polizos; and

WHEREAS, he graduated from Troy State University with a degree in business; and

WHEREAS, he was a devoted husband to his beloved wife, Dorothy Ann Gibbons Caver Polizos, a loving father to his three children, Kiki Kipreos (Nikolaos), Pete Polizos (Ashli) and Dean Polizos and a beloved grandfather to his five grandchildren, Eleni Kipreos, Stefanos Kipreos, James Polizos, Andrew Polizos and Adelyn Polizos; and

WHEREAS, he was a lifelong member of the Greek Orthodox Church of the Annunciation; and

WHEREAS, Rep. Polizos' interest in owning a small business combined with his passion for the food service industry led him to follow in his father's footsteps in the restaurant business. He owned several food establishments over a span of 44 years, including The Pub in Montgomery Mall, Capitol Grill, and finally Mr. Gus' on Atlanta Highway which he opened in 2003; and

WHEREAS, he had a servant's heart and followed his calling to help others by serving as District 3 Montgomery County Commissioner from 2004-2013; and

WHEREAS, during his years as Commissioner, Mr. Polizos worked tirelessly to improve the lives of Montgomery County citizens. While Commissioner, he was an advocate for refurbishing the former Montgomery Advertiser building, now Courthouse Annex III and home to the County Commission office; and

WHEREAS, he went on to serve the state as State Representative for House District 74 from 2013 until his death; and

WHEREAS, in the House he served as vice-chair of the Small Business and Commerce Committee. Rep. Polizos was known as a conservative who was watchful of tax dollars and a man of honor who cared deeply for his family and constituents; and

WHEREAS, he was a lifelong member of the Order of AHEPA (American Hellenic Educational Progressive Association) where he served in the past as President and District Governor. AHEPA is a philanthropic organization supporting many national projects including the AHEPA National Housing Corporation, one of the largest providers of affordable housing for the elderly with 95 apartment communities in 21 states. Rep. Polizos served on the board for the AHEPA Penelope Apartments in Hoover, Alabama, and as President of the AHEPA Chapter 23 Senior Apartments in Montgomery. As part of his duties, he served on the Board of Directors for the AHEPA National Housing Corporation; and

WHEREAS, Mr. Polizos transitioned from his earthly home into eternal joy and peace on March 27, 2019, at the age of 68.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Commissioner and Representative Dimitrios Polizos, acknowledge his many contributions to Montgomery County and its citizens, and express our condolences to his family.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of April, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER DOUG SINGLETON

11-1

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISALAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

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

MONTGOMERY COUNTY COMMISSION

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

MEMORANDUM

DATE: April 2, 2019

TO: Sherrill Thomas, Finance Director *ST*

FROM: Terri Henderson, Revenue Manager *Terri Henderson 04/02/19*

RE: 2019 "Back-to-School" Sales Tax Holiday, July 19-21, 2019

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") dated March 7, 2019 specific to the 2019 "Back-to-School" Sales Tax Holiday authorized pursuant to Act No. 2017-120. The dates for the 2019 "Back-to-School" Sales Tax Holiday will be third full weekend of July 2019 beginning at 12:01 a.m. on Friday, July 19, 2019 and ending at twelve midnight on Sunday, July 21, 2019. If we are going to participate again this year, I would respectfully request that this topic be discussed during the next Informal Session of the Montgomery County Commission Meeting on April 8, 2019. Please note the draft resolution attached has been prepared in anticipation that this item will be included on the formal agenda for the Montgomery County Commission Meeting on April 22, 2019.

Please note that written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the June 19, 2019 deadline. Thank you in advance for your assistance with this matter.

tah/attachments

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN JULY 2019, AS AUTHORIZED
BY ACT NO. 2017-120**

WHEREAS, during its 2017 Regular Session, the Alabama Legislature enacted Act No. 2017-120, effective March 29, 2017, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the third full weekend in July of each year; and

WHEREAS, Act No. 2017-120 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the third Friday in July; and

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

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

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2017-120 beginning at 12:01 a.m. on Friday, July 19, 2019 and ending at twelve midnight on Sunday, July 21, 2019.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the April 22, 2019 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 22nd day of April, 2019.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 22nd day of April, 2019.

Elton N. Dean, Sr.
Chairman



State of Alabama Department of Revenue

(www.revenue.alabama.gov)

50 North Ripley Street
Montgomery, Alabama 36132

Received

MAR 7 2019

March 7, 2019

By: [Signature]
Tax & Audit Dept.

2019 "Back-to-School" Sales Tax Holiday July 19-21, 2019

Deadline to notify ADOR: June 19, 2019

The 2019 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 19, 2019, and ends at twelve midnight on Sunday, July 21, 2019. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 19, 2019. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 19, 2019.

Retail businesses and the public need to know whether or not your locality will participate in the 2019 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

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

Not Participating? Send an email, fax or letter (with signature line) stating: "MONTGOMERY COUNTY will not be participating in the 2019 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

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

Notification can be faxed, mailed or emailed:

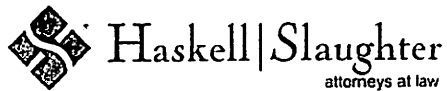
FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE

EMAIL: laura.reese@revenue.alabama.gov

ATTN: Laura Reese
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

QUESTIONS: 334-242-1443



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

March 28, 2019

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Notice of Claim – County Inmate Derwin Deandre Smith

I have reviewed your memorandum of March 27, 2019. This Notice of Claim does not meet the requirements for a claim in that it does not state with particularity the injury and any cost related thereto.

The inmate was shot in the foot prior to being arrested and placed in the County Jail which was no fault of the County.

Based on the Claim, I opine that it should be denied.

50051-317

NOTICE OF CLAIM

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

Claimants Name: Derwin Deandre Smith

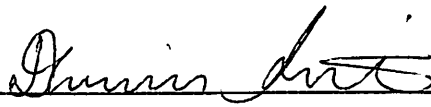
Address: c/o Thomas J. Azar, Jr., Azar Law Offices, LLC, 10 Cambridge Court,
Wetumpka, AL 36093
(334) 731-1073

Manner in Which Damage/injury Was Received: On or about September 23, 2018, and prior to being incarcerated at the County Jail, I was shot in the foot. On or about October 18, 2018 I was arrested and placed in the County Jail. While in the County Jail I received medical treatment removing the bullet from my foot. Since the bullet was removed from my foot, I have received virtually no medical care although I have repeatedly asked for medical care for my foot. I saw a doctor at the County Jail on Monday, March 18, 2019 because my foot is infected, swollen, and oozing pus. I was told if I had not improved by next week that I would be taken to see an outside doctor. I am concerned that the infection will cause additional medical problems if it remains untreated.

** Damages Claimed: I am unsure what damages I may incur if I continue to be denied adequate medical care.

I Certify That the Foregoing Facts Are True and Correct to the Best of My Knowledge.

Done this 20th day of March, 2019.



Signature of Claimant,
Derwin Deandre Smith

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

March 27, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Notice of Claim – County Inmate Derwin Deandre Smith

Yesterday, I received the attached Notice of Claim from Montgomery County Detention Facility inmate Derwin Deandre Smith.

The Notice states, *"I saw a doctor at the County Jail on Monday, March 18, 2019 because my foot is infected, swollen, and oozing pus. I was told if I had not improved by next week that I would be taken to see an outside doctor."*

Immediately after reviewing the Notice, I emailed the document to Dr. Bates, who manages QCHC, Inc., and provides medical services to inmates in the Montgomery County Detention Facility. I called Dr. Bates and he stated that he has already asked an assistant to check into the matter.

I am providing this Notice for your information. Please advise by Monday, April 1, 2019 as to whether the County needs to recognize and deny this Claim.

As always, thank you for your assistance.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

13-3

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

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims *DLM*
County Administrator
SUBJECT: Montgomery Area Mental Health Authority

During the last Commission meeting, the Sheriff discussed with you the need for mental health services in the Montgomery County Detention Facility. The Commission agreed to place on the next agenda an Amendment to the Health Services Agreement with QCHC, Inc., concerning an increase of two mental health professionals in the Detention Facility. He mentioned the need for the involvement of the Montgomery Area Mental Health Authority regarding county inmates with mental health issues.

I am providing the current list of the Board of Directors for this Authority. Please note that there are eight board vacancies. The term of Arica Smith, appointment for Montgomery County, expired April 1, 2019. We will discuss this reappointment on Monday.

Also, attached is an Amendment of Certificate of Incorporation showing the makeup of the Board of Directors.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

14-1

Montgomery Area Mental Health Authority

Members:

Term Expires:

Rev. Albert Perkins, III
425 North Moye Drive
Montgomery, AL 36109

4/1/2021

* Arica Smith
2224 Semaht Drive
Montgomery, AL 36106
334-224-4294
Smithfamily2224@yahoo.com

4/1/2019

Yulanda Tyre
350 Split Bark Road
Cecil, AL 36013
334-318-1134

4/1/2023

Mr. Henry E. Parker, Executive Director
Montgomery Area Mental Health Authority
P.O. Box 3223
Montgomery, AL 36109

Term: 6 years

MONTGOMERY AREA MENTAL HEALTH AUTHORITY**BOARD OF DIRECTORS**

Rev. Baxter Morris - President
City of Montgomery -2023

Mr. Bruce Howell - Vice President
County of Autauga-2023

Mrs. Leslie Carmichael - Secretary
County of Autauga-2021

Mrs. Caroline Horton - Treasurer
City of Prattville-2019

Mrs. Helenor T. Bell
City of Hayneville-2022

Rev. Dale Braxton
County of Lowndes-2023

Mrs. Jean D. Davis
County of Autauga-2020

Mrs. Ann Harper
City of Millbrook-2024

Mr. Kelvin Mitchell
City of Hayneville-2023

Mrs. Arica Smith
County of Montgomery-2019

Ms. Lisa R. Williams.
City of Montgomery-2023

Mr. Ken Austin
City of Montgomery-2019

Mrs. Jacqueline Darnell
County of Elmore-2023

Mrs. Peggy Francis
County of Elmore-2023

Mr. Curtis Harrison
County of Lowndes-2020

Rev. Albert Perkins, III
County of Montgomery-2021

Mrs. Yulanda Tyre
County of Montgomery-2023

There are no vacancies in Montgomery County at this time.

2/27/19

14-3

Board Vacancies:

Town of Fort Deposit (2)

City of Prattville (1)

City of Prattville (1) pending

City of Tallassee (1)

City of Wetumpka (1)

Elmore County (1)

Lowndes County (1)

AMENDMENT OF CERTIFICATE OF INCORPORATIONOF MONTGOMERY AREA MENTAL HEALTH AUTHORITY, INC.

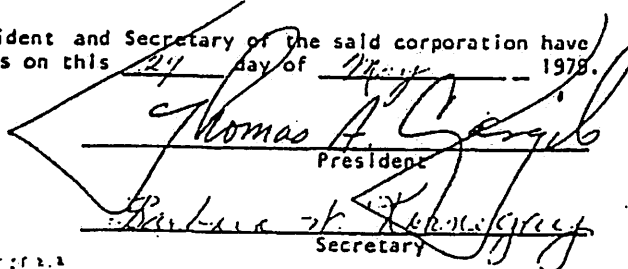
The undersigned President and Secretary of the said corporation files this amendment in accordance with a duly passed Resolution of the members of the Board of Directors of said corporation on May 29, 1979, to amend its Charter of Incorporation as follows:

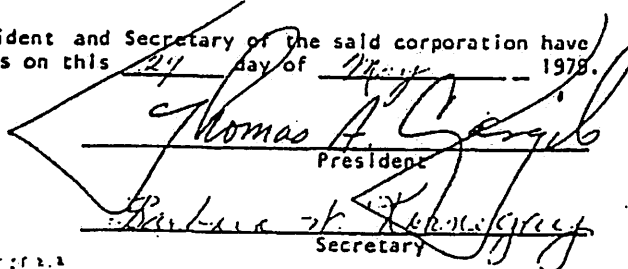
1. Paragraph 9 shall be amended to read: The corporation shall have a Board of Directors of twenty-four (24) members who shall serve for staggered terms of six years each. The initial members shall be appointed for terms of one, three and five years as fixed by the governing bodies appointing them in their resolutions making the appointments as follows:

- 3 directors from Montgomery County by the Montgomery County Commission.
- 3 directors from Autauga County by the Autauga County Commission.
- 3 directors from Elmore County by the Elmore County Commission.
- 3 directors from Lowndes County by the Lowndes County Commission.
- 3 directors from the City of Montgomery by the Montgomery City Council
- 3 directors from the City of Prattville by the Prattville City Council
- 1 director from the City of Wetumpka by the Wetumpka City Council;
- 1 director from the City of Millbrook by the Millbrook City Council
- 1 director from the City of Tallassee by the Tallassee City Council
- 1 director from the City of Hayneville by the Hayneville City Council.
- 2 directors from the City of Fort Deposit by the Fort Deposit City Council

Thereafter each such governing body shall appoint a successor to each director as his term shall expire (who may be the same person) for a term of six years. The term of office of each director shall end at noon on April 1st in each odd numbered calendar year. A member of the Board of Directors shall hold office until his successor has been appointed and qualified. The respective appointment authority shall appoint or reappoint a qualified person as a member of the Board of Directors whenever a member's term expires or whenever a position becomes vacant for any other reason. A member of the Board of Directors shall receive no compensation for his services.

IN WITNESS WHEREOF, The President and Secretary of the said corporation have hereunto set their hands and seals on this 24 day of May 1979.


 Thomas A. Gargib
 President


 Barbara K. Kunkel
 Secretary

1b

STATE OF ALA.
 MONTGOMERY COUNTY

AUG 22 3 54 PM 1979

JUDGE OF PROBATE

555 012 272

001.00 : -A

001.50 : -A

002.50 : -A

14-5

Pilgrim Providence Water Authority

P. O. Box 143

Ramer, Al 36069

334-312-3529

March 1, 2019

**Mr. Doug Singleton
County Commissioner
Montgomery County Commission
P. O. Box 1667
Montgomery, Al 36102**

Dear Commissioner Singleton,

The Pilgrim Providence Water Authority's board member, David Livingston, is due to have his term renewed this month. He has decided to sell his home and will not be residing in the area any longer. Therefore, he has requested that his term on the Board of Directors not be renewed.

James J. Menefee (J.J.), a member of the Water Authority has agreed to serve in David Livingston's place. The Water Authority would like to request approval of Mr. Menefee's appointment to the Board of Directors for a term of 6 years beginning this month.

Thank you for addressing this matter with the Commission on our behalf. If you have any questions concerning this matter, please contact me at the number above.

Joyce Hubbard



Manager/Operator

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

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Montgomery City/County Public Library Board

The terms of Patina Moss and Joseph D. Trimble will expire June 5, 2019 as members of the Montgomery City/County Public Library.

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

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

16-1

**Montgomery City-County Public Library
Board of Trustees
2018 Directory**

*

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 21, 2019

Katie Bell, PhD - President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

Phill Johnson, PhD
County Appointment
1572 Westbury Park CT
Montgomery, AL 36117
Phone W# 244-3200
Cell # 315-4507
pjohns23@aum.edu
Term Expires: June 1, 2022

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Cell # 462-1710
scalhoun@calhounent.com
Term expires: September 21, 2017

*

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

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2019

Gary Burton - Vice President
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Cassandra E. Brown
City Appointment
P.O. Box 251402
Montgomery, AL 36125
Phone H # 286-0791
Phone W # 832-5485
Cell # 324-9191
cebrown49@gmail.com
Term Expires: September 21, 2020

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2020

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

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Janice Franklin, PhD
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

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

VACANT
President, Library Foundation

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

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

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

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2019

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

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

4 year terms

8/31/2018

16-3

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

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board
Appointment

The Montgomery County Commission, at its meeting on March 25, 2019, discussed an appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he is still working for a replacement for Larry Spencer who is moving and could not serve another term.

The Commission will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

17-1

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
 Kaufman Gilpin McKenzie Thomas Weiss, PC
 P.O. Drawer 4540
 Montgomery, Alabama 36103-4540
 Direct Dial: 334-409-2236
 Email: rgilpin@kgmlegal.com

12/1/2021

Carolyn Millender
 3552 Dee Drive
 Montgomery, AL 36116
carmil1908@knology.net
 Home: 281-2108 Cell: 313-1653

12/1/2019

Daniel Harris
 3857 Colline Drive
 Montgomery, AL 36106
 Home: (334) 239-7351

12/1/2019

Frank Brown, Chairman
 PO Box 6101
 Montgomery, AL 36106-6101
 Cell: 224-2281 Work: 353-4609

12/1/2021

James E. Williams
 P.O. Drawer 5130
 Montgomery, AL 36103
 Home: 834-4746 Work: 263-6621

12/1/2021

Perry O. Hooper, Jr.
 4525 Executive Park Drive, Suite #202
 Montgomery, AL 36116
 Work: 334-409-3119
 Cell: 334-391-0554
perryo@paolmarins.com

12/1/2021



Larry Edward Spencer
 6414 Philadelphia Hill
 Montgomery, AL 36117
 Phone: 270-5538
lspencer@alasu.edu

12/1/2018

District Attorney Daryl Bailey
 Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
 Work: 832-2593

12/1/2022

Sheriff
 District Attorney
 All others

4 year term
 6 year term
 3 year term

17-2



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Donald Mims
Administrator

FROM: Derrick Cunningham
Sheriff

DATE: April 3, 2019

RE: County Public Safety Pay Plan

As previously discussed, I am requesting that the Commission approve changes to the County Public Safety Pay Plan to keep the department competitive with other law enforcement agencies. The proposed changes are below:

- Increase the beginning steps for County officers

		Current	Proposed
Deputy Sheriff Corporal	PS2	44,460	45,754
Deputy Sheriff Sergeant	PS3	49,393	54,122
Deputy Sheriff	PS4	54,436	63,123
Lieutenant Deputy	PS5	61,226	73,335
Sheriff Captain	PS6	69,064	85,545
Deputy Sheriff Major			
Asst. Chief Deputy Sheriff	A12/PS6	69,237	85,545

- Approve Lateral transfer rules for Deputy Sheriff PSI hires.

Less than 2 years and out-of-state transfer	Step 6
More than 2 years, less than 5 years	Step 7
More than 5 years, less than 10	Step 8
More than 10 years	Step 9

- Approve moving the Assistant Chief Deputy Sheriff position to the Public Safety pay plan grade PS6 with \$5,000 assignment pay.

Attached are copies of the current County Public Safety Pay Plan and the proposed pay plan.

The proposed changes affect 16 employees because most County officers are already paid above the proposed minimum. The cost of the changes to the current 2019 budget is approximately \$32,300.

I appreciate your thoughtful consideration of this request.

MONTGOMERY COUNTY
PUBLIC SAFETY PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

Grayed out steps are not used

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade PST	38,236 1470.61 18,382.6														
Grade PS1	34,575 1329.82 16,622.8	35,796 1376.78 17,209.7	37,015 1423.66 17,795.7	38,236 1470.61 18,382.6	39,456 1517.55 18,969.4	40,677 1564.49 19,556.1	41,897 1611.43 20,142.9	43,118 1658.37 20,729.6	44,338 1705.31 21,316.4	45,557 1752.21 21,902.6	46,778 1799.15 22,489.4	47,998 1846.09 23,076.1	49,219 1893.03 23,662.9	50,440 1939.99 24,249.9	51,661 1986.95 24,836.9
Grade PS2	36,689 1411.12 17,639.0	37,985 1460.94 18,261.8	39,279 1510.72 18,884.0	40,575 1560.56 19,507.0	41,869 1610.33 20,129.1	43,164 1660.16 20,752.0	44,460 1709.99 21,374.9	45,754 1759.76 21,997.0	47,050 1809.60 22,620.0	48,344 1859.38 23,242.2	49,639 1909.19 23,864.9	50,934 1958.98 24,487.3	52,229 2008.80 25,110.0	53,523 2058.56 25,732.0	54,816 2108.32 26,354.0
Grade PS3	44,664 1717.86 21,473.2	46,240 1778.46 22,230.7	47,816 1839.09 22,988.6	49,393 1899.72 23,746.5	50,969 1960.34 24,504.3	52,546 2020.99 25,262.4	54,122 2081.62 26,020.2	55,699 2142.26 26,778.2	57,275 2202.89 27,536.1	58,851 2263.51 28,293.9	60,428 2324.16 29,052.0	62,003 2384.74 29,809.3	63,580 2445.38 30,567.2	65,156 2506.02 31,325.2	66,733 2566.66 32,083.2
Grade PS4	49,225 1893.26 23,665.8	50,962 1960.07 24,500.9	52,699 2026.90 25,336.2	54,436 2093.70 26,171.3	56,174 2160.54 27,006.7	57,911 2227.35 27,841.9	59,648 2294.15 28,676.9	61,385 2360.98 29,512.2	63,123 2427.80 30,347.5	64,860 2494.61 31,182.6	66,597 2561.42 32,017.8	68,335 2628.26 32,853.2	70,073 2695.11 33,688.9	71,810 2761.91 34,523.9	73,547 2828.71 35,358.9
Grade PS5	57,188 2199.54 27,494.3	59,207 2277.18 28,464.7	61,226 2354.84 29,435.5	63,244 2432.46 30,405.7	65,262 2510.10 31,376.2	67,281 2587.71 32,346.4	69,299 2665.34 33,316.7	71,317 2742.96 34,287.0	73,335 2820.59 35,257.4	75,353 2898.26 36,228.3	77,373 2975.87 37,198.4	79,391 3053.50 38,168.8	81,409 3131.12 39,139.0	83,427 3208.72 40,109.0	85,444 3286.32 41,079.0
Grade PS6	66,709 2565.74 32,071.7	69,064 2656.30 33,203.8	71,418 2746.85 34,335.6	73,772 2837.39 35,467.4	76,127 2927.98 36,599.7	78,481 3018.51 37,731.4	80,836 3109.07 38,863.4	83,191 3199.64 39,995.5	85,545 3290.18 41,127.3	87,899 3380.72 42,259.0	90,254 3471.31 43,391.4	92,608 3561.84 44,523.0	94,984 3653.23 45,665.4	97,318 3742.99 46,787.4	99,672 3833.55 47,919.4
Grade PS7	79,348 3051.86 38,148.2	82,149 3159.58 39,494.7	84,949 3267.29 40,841.1	87,750 3374.99 42,187.4	90,550 3482.70 43,533.8	93,351 3590.42 44,880.2	96,152 3698.14 46,226.7	98,952 3805.85 47,573.1	101,752 3913.55 48,919.4	104,553 4021.27 50,265.9	107,353 4128.98 51,612.2	110,154 4236.69 52,958.6	112,955 4344.42 54,305.2	115,754 4452.10 55,651.2	118,554 4559.78 56,997.2

Lateral Deputy Sheriff Transfers

- Less than 2 years and out-of-state transfer Step 6
- More than 2 years, less than 5 years Step 7
- More than 5 years, less than 10 Step 8
- More than 10 years Step 9

Assistant Chief Deputy Sheriff is compensated as the same pay scale as Major with assignment pay in the range of \$5,000 - \$10,000 per year depending on the duties assigned

18-2

PROPOSED PAY PLAN

MONTGOMERY COUNTY
PUBLIC SAFETY PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

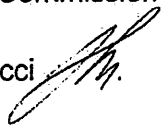
Grayed out steps are not used

	STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade PST	Annual	38,236														
	Bi-Wkly	1470.61														
	Hourly	18.3826														
Grade PS1	Annual	34,575	35,796	37,015	38,236	39,456	40,677	41,897	43,118	44,338	45,557	46,778	47,998	49,219	50,440	51,661
	Bi-Wkly	1329.82	1376.78	1423.66	1470.61	1517.55	1564.49	1611.43	1658.37	1705.31	1752.21	1799.15	1846.09	1893.03	1939.99	1986.95
	Hourly	16.6228	17.2097	17.7957	18.3826	18.9694	19.5561	20.1429	20.7296	21.3164	21.9026	22.4894	23.0761	23.6629	24.2499	24.8369
Grade PS2	Annual	36,689	37,985	39,279	40,575	41,869	43,164	44,460	45,754	47,050	48,344	49,639	50,934	52,229	53,523	54,816
	Bi-Wkly	1411.12	1460.94	1510.72	1560.56	1610.33	1660.16	1709.99	1759.76	1809.60	1859.38	1909.19	1958.98	2008.80	2058.56	2108.32
	Hourly	17.6390	18.2618	18.8840	19.5070	20.1291	20.7520	21.3749	21.9970	22.6200	23.2422	23.8649	24.4873	25.1100	25.7320	26.3540
Grade PS3	Annual	44,664	46,240	47,816	49,393	50,969	52,546	54,122	55,699	57,275	58,851	60,428	62,003	63,580	65,156	66,733
	Bi-Wkly	1717.86	1778.46	1839.09	1899.72	1960.34	2020.99	2081.62	2142.26	2202.89	2263.51	2324.16	2384.74	2445.38	2506.02	2566.66
	Hourly	21.4732	22.2307	22.9886	23.7465	24.5043	25.2624	26.0202	26.7782	27.5361	28.2939	29.0520	29.8093	30.5672	31.3252	32.0832
Grade PS4	Annual	49,225	50,962	52,699	54,436	56,174	57,911	59,648	61,385	63,123	64,860	66,597	68,335	70,073	71,810	73,547
	Bi-Wkly	1893.26	1960.07	2026.90	2093.70	2160.54	2227.35	2294.15	2360.98	2427.80	2494.61	2561.42	2628.26	2695.11	2761.91	2828.71
	Hourly	23.6658	24.5009	25.3362	26.1713	27.0067	27.8419	28.6769	29.5122	30.3475	31.1826	32.0178	32.8532	33.6889	34.5239	35.3589
Grade PS5	Annual	57,188	59,207	61,226	63,244	65,262	67,281	69,299	71,317	73,335	75,355	77,373	79,391	81,409	83,427	85,444
	Bi-Wkly	2199.54	2277.18	2354.84	2432.46	2510.10	2587.71	2665.34	2742.96	2820.59	2898.26	2975.87	3053.50	3131.12	3208.72	3286.32
	Hourly	27.4943	28.4647	29.4355	30.4057	31.3762	32.3464	33.3167	34.2870	35.2574	36.2283	37.1984	38.1688	39.1390	40.1090	41.0790
Grade PS6	Annual	66,709	69,064	71,418	73,772	76,127	78,481	80,836	83,191	85,545	87,899	90,254	92,608	94,984	97,318	99,672
	Bi-Wkly	2565.74	2656.30	2746.85	2837.39	2927.98	3018.51	3109.07	3199.64	3290.18	3380.72	3471.31	3561.84	3653.23	3742.99	3833.55
	Hourly	32.0717	33.2038	34.3356	35.4674	36.5997	37.7314	38.8634	39.9955	41.1273	42.2590	43.3914	44.5230	45.6654	46.7874	47.9194
Grade PS7	Annual	79,348	82,149	84,949	87,750	90,550	93,351	96,152	98,952	101,752	104,553	107,353	110,154	112,955	115,754	118,554
	Bi-Wkly	3051.86	3159.58	3267.29	3374.99	3482.70	3590.42	3698.14	3805.85	3913.55	4021.27	4128.98	4236.69	4344.42	4452.10	4559.78
	Hourly	38.1482	39.4947	40.8411	42.1874	43.5338	44.8802	46.2267	47.5731	48.9194	50.2659	51.6122	52.9586	54.3052	55.6512	56.9972

18-3

Interoffice Memo

To: County Commission

From: Lou Ialacci 

Cc: Donnie Mims, Florence Cauthen, Sherrill Thomas

Date: April 3, 2019

RE: Infrastructure Project Update

In March 2018 the County Commission authorized the IT Department to begin a project to improve the County's network infrastructure. The goal was to increase bandwidth, provide faster service, and improve security for all the county's offices. This initiative to provide better, faster service to the remote offices and sites has gone very well.

Project Update:

- The East and South offices are connected and working at much faster speeds.
- The Youth Facility, Sheriff's warehouse, maintenance shop, Engineering at Terminal Road, and the West office are in the process of implementing faster speeds and should be completed by the middle of this May.
- The security portion of the project is also progressing very well. The new software for monitoring and managing the camera systems is being installed.
- The next step is to start on upgrading the software and remaining door locks for the county facilities, which will begin this month.

The current funding for this project will be used up to complete the items outlined above. We have accomplished a great deal on this project, but there many other areas that, in the future, will require our attention and probably additional funding. I will come back to you when we have these identified.

Thank you

19-1

ELTON N. DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 1, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
4/1/2019

SUBJECT: Presentation of Award for Quality in Construction
National Asphalt Pavement Association

The County Engineering Department's Construction Division was a recent winner of the 2018 National Asphalt Pavement Association's "**Larry H. Lemon Award for Quality in Construction**" pertaining to our Macon County Road (CR-2) and Flowers Road (CR-37) resurfacing project that was completed by Wiregrass Construction Company, Inc. in August 2018. At the next Commission meeting, I would like to present a plaque from the National Asphalt Pavement Association to our Construction Division employees in recognition of this accomplishment.

This award recognizes the 10 highest-scoring projects submitted for a Quality in Construction Award in the General Paving (less than 50,000 tons of asphalt) category. The award is sponsored by *Asphalt Contractor* magazine.

GCS/gcs

Attachments

cc: Montgomery County Commission
File

20-1

Larry H. Lemon Award

for

Quality In Construction

Presented to the Ten Top-Scoring Asphalt Paving Projects
Under 50,000 Tons of 2018

Presented to
Montgomery County Engineering Department
Montgomery, AL

Project
CR-2 & 37, Montgomery County

Contractor
Wiregrass Construction Company, Inc.
Montgomery, AL



NATIONAL ASPHALT
PAVEMENT ASSOCIATION

NAPA Announces 2018 Larry H. Lemon Award Winners



Award Honors 10 Highest-Rated Quality in Construction Award Projects Under 50,000 Tons

The National Asphalt Pavement Association (NAPA) announced the winners of its 2018 Larry H. Lemon Quality in Construction Award for excellence in construction of an asphalt pavement utilizing less than 50,000 tons of asphalt. The winning companies received their awards today (Jan. 23), at a ceremony during the association's 64th Annual Meeting in Marco Island, Florida.

The Larry H. Lemon Quality in Construction Award recognizes the 10 highest-scoring projects submitted for a Quality in Construction Award in the General Paving (less than 50,000 tons) category. The award is sponsored by *Asphalt Contractor* magazine.

"The asphalt pavement industry is committed to building high-quality projects that deliver superior performance to the traveling public. All contractors' projects earning a Quality in Construction award are measured against best practices designed to live up to that commitment," said 2018 NAPA Chairman Craig Parker.

The 2018 winners and their projects, arranged alphabetically, are:

- APAC-Kansas Inc., A CRH Co., of Hays, Kan., for its work on US 160 in Meade and Clark Counties
- Delta Cos. Inc. of Cape Girardeau, Mo., for work on various roads in Pemiscot County
- John R. Jurgensen of Cincinnati, Ohio, for SR 4 in Fairfield, Ohio
- John R. Jurgensen of Cincinnati, Ohio, for SR 72 in Greene and Clinton Counties
- Louisville Paving & Construction Co. of Louisville, Ky., for work on Shelbyville Road in Jefferson County
- Martin Marietta of Lakewood, Colo., for Westmoor Technology Park Parking Lot in Westminster, Colo.
- Martin Marietta of Lakewood, Colo., for White Deer Drive and Elkhorn Street in Littleton, Colo.
- P.J. Keating Co., A CRH Co., of Lunenburg, Mass., for work on various roads in Portsmouth, R.I.
- Wiregrass Construction Co. Inc. of Montgomery, Ala., for CR 2 and 37 in Montgomery County
- Wiregrass Construction Co. Inc. of Pelham, Ala., for US 31 in Chilton County

Projects submitted for a Quality in Construction Award are evaluated by an independent pavement engineer who assigns each project a numerical score based on how well the contractor met specifications and achieved density on the finished pavement. All pavements that meet a benchmark figure earn the QIC Award. The Larry Lemon Award honors the 10 highest-scoring projects, as determined in the review.

The award is named after Larry Lemon of Haskell Lemon Construction in Oklahoma City. Lemon served faithfully on the NAPA Awards Committee for 18 years, before serving as Chairman of the association's Board of Directors in 2010 prior to his retirement. Lemon was instrumental in the creation of the rating system for the Quality in Construction Awards, which require qualitative analysis using data and test results to determine the winners.

WIREGRASS CONSTRUCTION CO. INC.

Montgomery County Engineering Department
CR 2 and CR 37 in Montgomery County
Montgomery, Ala.

Mix summary: 12.5 mm PG 67-22

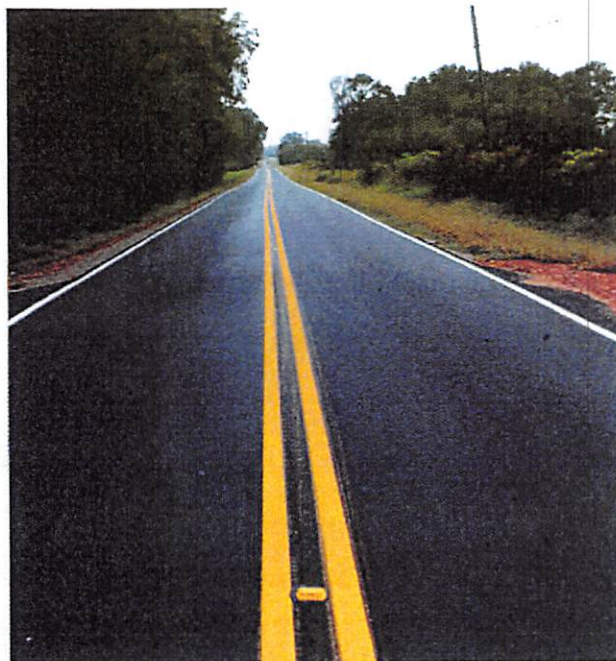
Lane miles: 7.5

Completion time: The total paving time was approximately 10 paving days with an additional 18 working days for signage, striping, and other miscellaneous items.

Project type: Overlay

Number of safety-certified professionals: There were as many as 18 safety-certified professionals used on the project for the total duration of the asphalt paving.

Challenges overcome: The biggest challenge to this job was a soft and unstable existing roadbed encountered during construction. The roadway had to be excavated and placed back with asphalt binder in lifts to achieve stability. The other challenge was a series of posted low-weight bridges on CR 2. The net loads on the tri-axle dump trucks had to be reduced to half of what is normally hauled on a state route. This was done by calculating the spread rate and load count as well as communicating with the asphalt plant about which load the light loading should begin.



NAPA

A soft and unstable existing roadbed presented during construction, causing the greatest challenge for Wiregrass.

MARTIN MARIETTA

RMA Group for White Deer Valley HOA
White Deer Valley HOA 2018 Paving Program
Littleton, Col.

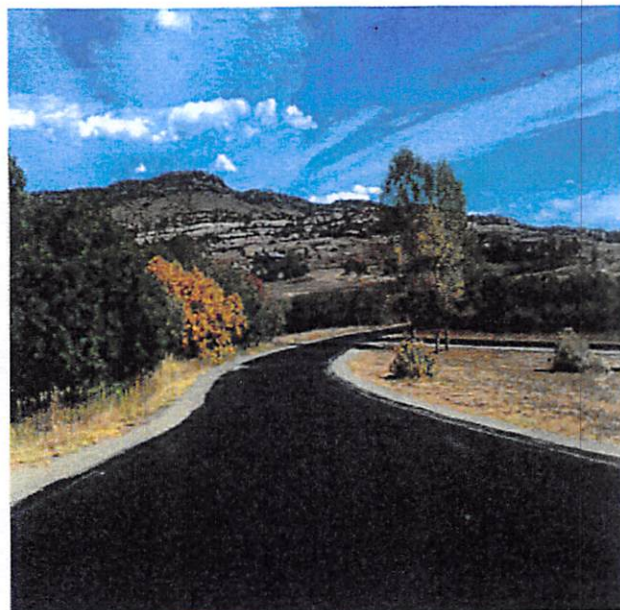
RAP percentage: SP75 PG 64-22 (20% RAP)

Tons of asphalt used: 621.38

Project type: Milled butt joints to tie in, overlay

Challenges overcome: The White Deer Valley HOA did not have the funds for a complete reconstruction, so Martin Marietta had to tie into existing asphalt that was cracking and failing. To combat this, Martin Marietta performed an overlay with glass pave fabric to increase the longevity of the HMA asphalt product.

Technical innovations employed: Martin Marietta used a fiberglass pavement interlayer under the 2-inch hot mix asphalt to help delay reflective cracking. It can also increase the traffic load up to 1.5 inches of added HMA with proper design. Martin Marietta paved this project in echelon paving to minimize cold joints and any potential cracking.



NAPA

Martin Marietta used a fabric that is laid under the hot-mix asphalt to help delay reflective cracking.

continued on page 37

Name of Agency:

Y.E.S.(Youth Employment Services), INC.

Website:

None

Primary Physical Address with Zip Code:

164 East South Blvd. Montgomery, AL 36105

Executive Director Name:

Cederick Williams

Executive Director Phone:

334-357-9514

Year Organization Founded:

2017

Agency Mission/Function:

Our Mission is to empower our youth and their families with the tools needed to transform their lives by fostering hope through enrichment services that strengthen our community and our local workforce.

Function of Organization:

Please see 'About our Program' attachment.

Event/Activity to be Funded:

Y.E.S. INC.

How will funds be used?:

The funds will be used to support the program and services of Y.E.S. INC., which primarily focuses on getting youth, ages 16-24, gainful employment. We provide transportation, computer lab, instructors, software, food, equipment, insurance, gas for van, rental of program space and program supplies.

Amount Requested:

\$30,000

ABOUT OUR PROGRAM

OUR PROGRAM IS CURRICULUM-BASED THROUGH READY TO WORK. CLASSES WILL BE FOUR DAYS A WEEK: TUESDAYS(3:00pm to 6:00)AND THURSDAYS(3:00 to 6:00) THERE WILL BE COURSES TAUGHT ON TIME MANAGEMENT, RESUME WRITING, WORK ETHICS, DRESS FOR SUCCESS AND MUCH MORE. INSPIRATION WEDNESDAYS WILL BE SET APART FOR A SPEAKER (JUDGE, DOCTOR, LAWYER, COACH, ETC.) TO COME IN AND ENCOURAGE OUR YOUTH AND TO LET THEM KNOW THAT SUCCESS LIES WITHIN THEM. OUR GOAL IS TO HAVE A SUCCESS RATE OF 30 YOUTH PER CLASS (EVERY SEVEN WEEKS) BETWEEN THE AGES OF 16-24, TO BE THOROUGHLY TRAINED IN JOB READINESS THAT DIRECTS THEM TO JOB PLACEMENT THAT TURNS INTO SUCCESSFUL CAREERS. ALSO ON MONDAY'S WE WILL HAVE REGIONS BANK TO COME IN AND TEACH FINANCIAL MANAGEMENT SUCH AS CREATING BUDGETS,LEARN ABOUT INTEREST RATES ON CREDIT CARDS, PAYDAY LOANS AND MUCH MORE. THEY WILL ALSO PULL A COPY OF THE KID CREDIT REPORT TO SHOW THEM HOW THEY CAN IMPROVE THEIR SCORE SO THEY CAN ONE DAY BE ABLE TO PURCHASE A CAR AND EVENTUALLY BECOME HOME OWNERS.

ABOUT OUR PARTNERS

EASTER SEAL: THEY WILL EMPLOY CLIENTS PEOPLE 55 AND OVER TO WORK 20 HOURS A WEEK IN OUR PROGRAM.

TRENHOLM COMMUNITY COLLEGE: FOR ALL OF OUR YOUTH THAT HAVE NOT OBTAINED A HIGH SCHOOL DIPLOMA. WE CAN SEND THEM TO THIS PARTNER AND THEY WILL BE ABLE TO ATTEND GED CLASSES FOR FREE TO OBTAIN THEIR GED.

MONTGOMERY AREA FOOD BANK: THEY ALLOW US TO PROVIDE FOOD, SNACKS AND JUICE FOR SPECIAL EVENTS.

STATE SURPLUS PROPERTY: THEY ALLOW US TO GET OFFICE EQUIPMENT, SUPPLIES AND FURNITURE AT A DISCOUNTED RATE.

MPACT SCHOOL: THE STUDENTS WILL MAKE OUR BANNERS, FLYERS, BROCHURES, BUSINESS CARDS, LETTERHEAD AND BUILD A WEBSITE FOR OUR ORGANIZATION.

JOB CORPS: AS LONG AS WE SUPPLY THE MATERIAL, THE STUDENTS WILL BE ALLOWED TO COME IN AT NO ADDITIONAL COST AND DO CARPENTRY AND ELECTRICAL WORK FOR OUR ORGANIZATION.

MONTGOMERY COUNTY DHR: THIS PARTNER WILL SEND US VOLUNTEERS TO WORK WITH OUR ORGANIZATION, AND AFTER 30 DAYS DEPENDING ON JOB PERFORMANCE WE CAN OPT TO HIRE THEM WITH OUR ORGANIZATION.

MONTGOMERY CAREER CENTER: OJT AND WORK BASE LEARNING

MILITARY: WORK WITH OUR 17 YEAR OLD ON 2 WEEK BASIC TRAINING IN THE SUMMER AND ONE WEEKEND A MONTH DURING THEIR SENIOR YEAR. THEY WILL ALSO PAY FOR COLLEGE.

MONTGOMERY CHAMBER OF COMMERCE: THIS PARTNER IS A GREAT NETWORKING SOURCE THAT KEEPS US INFORMED ON ALL THE NEW AND UPCOMING BUSINESS IN THE CITY.

AIDT: THEY PROVIDE QUALITY WORKFORCE DEVELOPMENT FOR ALABAMA'S NEW AND EXPANDING BUSINESSES, AND TO EXPAND THE OPPORTUNITIES OF ITS CITIZENS THROUGH THE JOBS THESE BUSINESSES CREATE.

READY TO WORK: PROVIDES A CAREER PATHWAY FOR INDIVIDUALS WITH LIMITED EDUCATION AND EMPLOYMENT EXPERIENCE. TRAINING IS NO COST. UPON SUCCESSFUL COMPLETION OF THE PROGRAM GRADUATES WILL RECEIVE THE ACW CERTIFICATION BY AIDT AND THE NCRC CERTIFICATION ISSUED BY ACT.

- **ACW-ALABAMA CERTIFIED WORKER**
- **NCRC-NATIONAL CAREER READINESS CERTIFICATE**

BRADFORD HEALTH SERVICES: THEY WILL PROVIDE FREE COUNSELING FOR OUR STUDENTS DEALING WITH DRUG OR MENTAL ISSUES.

ADAM STAFFING SERVICES: THEY ARE A STAFFING AGENCY WHO WILL ORGANIZE AND ANALYZED ALL DRUG SCREENING, WHEN NEEDED.

MONTGOMERY PUBLIC HOUSING: THIS PARTNER IS ONE OF OUR MAIN OUTREACH AND RECRUITMENT SOURCES, THEY WILL ASSIST IN EVERY AREA OF RECRUITMENT.

MONTGOMERY COUNTY SHERIFF DEPARTMENT: THEY WILL PROVIDE A DEPUTY FOR THE PROGRAM

REGIONS BANK: THEY WILL TEACH THE FINANCIAL MANAGEMENT CLASSES.

MONTGOMERY POLICE DEPARTMENT: THEW WILL PROVIDE A OFFICER FOR OUTSIDE SECURITY.

Y.E.S. INC.
YOUTH EMPLOYMENT SERVICES
MONEY RAISED TO DATE

- 1. CITY OF MONTGOMERY \$20,000 (COMPUTERS, VAN, PRINTERS AND OTHER FUNDING THROUG THEIR 6-18 FUNDS**
- 2. FUNDRAISER, CAMPAIGN FOR KIDS \$3,000**
- 3. WALMART AND SAM'S FUNDRAISER \$6,000**
- 4. PENDING GRANTS, MAX FOR KIDS FOUNDATION, ADECA WORK FORCE GRANT, KIWANIS CLUB AND THE COMMUNITY FOUNDATION.**
- 5. GRANT AWARDED LAST WEEK WAS 10,000 FROM THE CASINO CHARITY GIVING FUND**



Commissioners:

Montgomery Young Life would like the opportunity to submit a request to the commissioners in the amount of \$12,000.00. It is our hope to expand our outreach and mentoring to teens and support them by walking with them through the turbulent times of early adolescence.

Since 1941, Young Life has been making a difference in the lives of teens in communities in every state in the U.S. and in more than 80 countries. We continue to use our proven methodologies for teen outreach to include:

Contact work - Dedicated volunteer leaders meet teens on their turf, build relationships and earn their trust and friendship.

Club - A relaxed, safe and fun setting consisting of games, music and skits and where leaders share a message to facilitate discussions with teens to consider life issues.

Campaigners - A time to go deeper in a small group setting where teens can ask serious questions and get clear answers about life.

Camp - A time of high adventure, fun, great food and positive messages in a beautiful setting that gives them time for undistracted reflection.

Committee - Comprised of parents, Young Life alumni and civic leaders who support Young Life in the community, by fundraising, providing accountability and encouraging staff.

Montgomery Young Life began in 1970 by reaching out to students from Lee, Lanier, Jeff Davis and is currently impacting over 40-50 high school and middle school adolescents in the Montgomery school district. We have continued to maintain our growth over the past 40 years, which is proof that there is a significant demand for a positive, fun and relevant program, specific to teens in our community.

Young Life is a non-denominational outreach for youth from all religious, racial and socioeconomic backgrounds. The adolescent years are a challenging time as they are faced with hard decisions about drugs, alcohol, sex, peer pressure and bullying. In the transition from high school to young adults they need a caring, trusted adult who understands their struggles, who will listen to them and give them good information to make positive decisions. It is out of these mentoring relationships that adults can help them become young men and women of integrity, responsibility, and character.

Over 20 adult and student volunteer leaders along with Young Life staff devote countless hours each week investing in the lives of hundreds of kids in the Montgomery community. It is our hope to reach out to more teens each year. We believe that by providing direction, leadership, mentoring, and encouragement, these kids will make better decisions about life, friends, family, faith, education and their future.

Sincerely,

Kenyatte Hassell

Officers/Board of Directors

Julian McPhillips, J.D.
President, Chair, and Co-founder

Leslie McPhillips, Co-Founder

Daron K. Harris, Vice President

K. Alaina Doten, Ph.D.
Curator/Director

Amelia Strickland, Treasurer

Tori Bozeman, Secretary

Kirk Curnutt, Ph.D.
Consultant in Chief

Foster Dickson

William R. Ford

Brian Jones

Joel Kelly

M.J. Kirkland

Meg Lewis

Brian Mann, J.D.

Leslie Pescia, J.D.

John Tomlinson, J.D.

Andrew Yawn

Honorary Board

Eleanor Lanahan
Cecelia Ross
Kenneth Mullinax
Don Noble
Randall Williams



"They Belong to the World"



THE SCOTT AND ZELDA FITZGERALD MUSEUM

March 27, 2019

Honorable Elton Dean, Sr
Honorable Don Harris, Jr
Honorable Ronda M. Walker
Honorable Isaiah Sankey
Honorable Doug Singleton
Montgomery County Commission
Montgomery County Courthouse

MTGY CO. COMMISSION
MAR 28 '19 AM 10:56

HAND-DELIVERED

Dear Commissioners:

The Scott and Zelda Fitzgerald Museum remains forever grateful to you, the Commissioners of Montgomery County Commission, for the two generous contributions on December 5, 2016 and again on August 5, 2017 to the Scott and Fitzgerald Museum. You helped the museum survive rough waters and contributed to the literary revival that is also sparking as the only museum worldwide for these two great international literary icons.

With inspired, talented new leadership in Dr. Kendra Doten, our new executive director/curator, we have made great advances. The transformation of the two rental apartments on the top floor of the Air B & B's has helped publicize the museum both nationally and internationally. Just this week another Australian group is arriving. In the past week, large groups from Birmingham and Auburn have also come to Montgomery to visit the Fitzgerald Museum.

Your financial support has helped make it all possible. Meanwhile, funds are flowing better from national and international tourists coming into Montgomery who wouldn't otherwise be coming. We have gotten our act together better, attracting more tourists through promoting the Air B & B's. When we came to you the last time in 2017, you commended us, but told us not to come back for another year. A year and seven months have passed and we consider it opportune and necessary to seek more help.

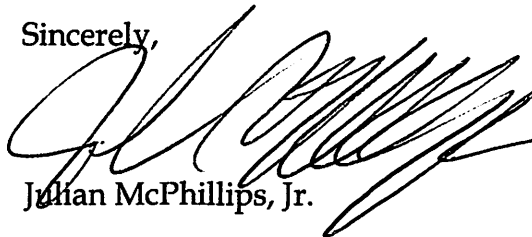
Our greatest needs are as follows:

- 1) Funds to create school tours.
- 2) Additional staff help dealing with increased school tours promoting literacy.
- 3) Restoration costs on 110-year old, 85000 square foot house.
- 4) Cost of acquisition of artifacts.
- 5) Literary revival costs associated with annual literacy contests and the Annual Fitzgerald Museum Literary Prize for excellence in writing.

I request that our new executive director, Dr. Kendra Doten, and I come make a presentation at the first available date. Kendra, though she lived in Montgomery for years and attended Montgomery Academy, brings a real international perspective to her job. She has excellent international credentials as well as good local connections. She has a PhD in History and Art History from the University of Melbourne, Australia; she was a Research Fellow in Media and Design at Ochanodmizu University, Tokyo, obtaining an M.A. and received a BFA in Theater Design and BA in Japanese at the University of Florida.

Please help support the increased jewel in Montgomery's crown that the Fitzgerald Museum has become. We need and are asking for another \$10,000 increment.

Sincerely,



Julian McPhillips, Jr.

cc: Kendra Doten/ Daron Harris
Executive Director/ Vice-President
Scott and Zelda Fitzgerald Museum

March 22, 2019

MEMORANDUM

TO: Donald L. Mims
Administrator

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Alabama Shakespeare Festival

Alabama Shakespeare Festival Development Director Eve Loeb has asked that the City of Montgomery and Montgomery County Commission consider an appropriation of \$10,000 (60/40 split) to support ASF's operations. The contribution would be included in the total amount raised for the first annual End O'Summer Night's Gala. The City has committed \$6,000.

Chairman Dean asked that the request be considered at the next Commission meeting.

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

April 1, 2019

Via e-mail: probate@mc-ala.org

The Honorable Steven Reed
Montgomery County Probate Judge
P. O. Box 223
Montgomery, AL 36101

Dear Judge Reed:

Please find enclosed an official Proclamation and Writ of Election, formally notifying you of the setting of a special election to fill the vacancy in the Alabama House of Representatives, District 74, in your county.

This special election is called by Governor Kay Ivey pursuant to Amendment 97 of the Constitution of Alabama of 1901, and § 17-15-1, *et seq.*, of the Code of Alabama (1975), calling for a special primary election, special runoff election, and a special general election. Please refer to §17-15-5 and §17-15-6, Code of Alabama (1975), which set forth the requirements that must be adhered to by probate judges in order to effectuate this process. If you should have any questions, please feel free to contact me at (334) 242-7120.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan M. Taylor". The signature is fluid and cursive.

Bryan M. Taylor
General Counsel

Attachments

cc: Sheriff, Montgomery County, Alabama
Circuit Clerk, Montgomery County, Alabama
Chairman, Montgomery County Board of Registrars
John H. Merrill, Alabama Secretary of State
Steve Marshall, Alabama Attorney General
Chairman, Alabama Republican Party
Chairman, Alabama Democratic Party

25-1



STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

WHEREAS a vacancy exists in the Alabama House of Representatives in District 74;

WHEREAS, under the Constitution and laws of the State of Alabama, it is my duty as Governor, by proclamation, to call and set the dates of all special elections to fill this vacancy for the remainder of the term for which Representative Dimitri Polizos was elected;

WHEREAS due consideration should be given to the rights and privileges of the citizens of Montgomery County who live in House of Representatives District 74 to be afforded full representation in the State Legislature; and

WHEREAS all interested citizens and political parties should be allowed to reasonably participate therein;

NOW, THEREFORE, I, Kay Ivey, Governor of the State of Alabama, by virtue of the power and authority vested in me by the Constitution and laws of the State of Alabama, do hereby proclaim and call the following special elections to be held in Montgomery County, State of Alabama, House of Representatives District 74, for the purpose of electing a member of the Alabama House of Representatives for District 74.

A Special Primary Election shall be held on Tuesday, June 11, 2019. In the event that a Special Primary Election is not necessary because the major parties each have only one candidate, the Special General Election shall be held on Tuesday, August 27, 2019.

A Special Primary Runoff Election shall be held on Tuesday, August 27, 2019, if necessitated by one candidate not receiving a majority of the votes cast in the Special Primary Election for either major party.

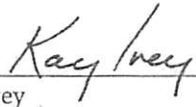
In the event that a Special Primary Runoff Election is not necessary, because one candidate receives a majority of the votes cast in the Special Primary Election for each major party, then a Special General Election shall be held on Tuesday, August 27, 2019. In the event a Special Primary Runoff Election is required to be held, then the Special General Election shall be held on Tuesday, November 12, 2019.

FURTHERMORE, all candidates qualifying with major political parties should be advised that the last day for any candidate to qualify with their respective parties, regarding such election, will be Tuesday, April 9, 2019, at 5:00 p.m. The two major political parties shall certify their qualified candidates to the Secretary of State as soon as possible after the qualification deadline but by no later than 12:00 p.m. on Wednesday, April 10, 2019.

FURTHERMORE, all independent candidates and any minor parties seeking ballot access are advised that the deadline for filing of the appropriate notification, petitions, or supporting paperwork with the Secretary of State shall be Tuesday, June 11, 2019, at 5:00 p.m.

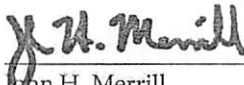


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Alabama to be affixed by the Secretary of State, at the State Capitol, in the City of Montgomery, Alabama, on this the 1st day of April, 2019.



Kay Ivey
Governor

ATTEST:



John H. Merrill
Secretary of State

- b) Requests
 - 1. Budget Changes
 - 2. Bid Awards
 - 3. Personnel
 - 4. Travel and/or training.
- c) Hearings
 - 1. Complaints
 - 2. Problems
 - 3. Budgets
- d) All information documents, letters of request, fill or travel requests, etc. must be completed, typed and signed by the proper official. This is necessary so they can be reviewed, researched, and provided to the Commissioners before the next scheduled meeting if they are to take official action. Items received after the Wednesday 5:00 p.m. deadline will be deferred until a later meeting. Items not on the printed agenda will not be reviewed or acted upon by the Commission without a unanimous vote to waive the rule.

1-22 Rules of Procedure (P)

I. Scope of Rules.

A. The following Rules of Procedures were duly adopted by the Montgomery County Commission as required by the Alabama Open Meetings Act (Act 2005-40) and shall govern the conduct of the meetings of the County Commission beginning on the 1st day of October 2005.

B. The following Rules of Procedure may be amended by affirmative vote of a majority of the members of the Commission. Provided; however, such changes in the Rules of Procedure shall not take affect until the next regular meeting of the Commission following the adoption of such change.

II. Access to Meeting Facilities.

A. Meetings Open to Public. All regular meetings of the Commission shall be open to the public as required by the Alabama Open Meetings Act (Act 2005-40).

B. Accessibility. All regular meetings of the Commission will be conducted in a building which is open to the public.

C. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in County Commission meeting rooms. Other signs, placards, and banners shall not disrupt meetings or interfere with others' ability to observe the meeting.

D. Weapons. For public safety purposes, the County Commission may establish rules for the removal of weapons from inside the meeting chamber.

26-1

III. Quorum.

A. Quorum. A majority of the members of the Commission shall constitute a quorum. No ordinance, resolution, policy, or motion shall be voted on and approved by the Commission unless a quorum is present in the meeting chamber while the vote is taken and the matter is approved by an affirmative vote of the majority of the members present and voting, unless otherwise required by Alabama law.

B. Remaining in Chamber. During a Commission meeting, Commissioners should remain in the chambers at all times unless an emergency or illness should occur. A member of the Commission who leaves the meeting chamber shall not be included in the determination of quorum.

C. Abstaining from Voting. Any member of the Commission who is present in the meeting chamber may, when he or she determines it to be necessary, abstain from voting or otherwise participating in the proceedings related to a particular matter. Such commissioner who abstains but remains in the chamber shall be deemed to be present for the purpose of constituting a quorum but he or she shall not be deemed to be "present and voting" for the purpose of determining whether a motion has received an adequate number of affirmative votes for passage.

D. Loss of Quorum. In the event that a Commissioner departs a Commission meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, except to vote on a motion to adjourn. If, after a reasonable time not to exceed fifteen (15) minutes, the Commission still lacks a quorum of its members, the meeting shall be automatically adjourned.

E. Failure to Obtain Quorum. Should no quorum attend within 30 minutes after the time appointed for the beginning of the meeting of the Commission, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall announce that no quorum was present and that the meeting is cancelled. The names of the members present for the meeting shall be recorded in the minutes of the next meeting of the Commission.

IV. Presiding Officer.

A. Chair. The Presiding Officer is the Chair of the County Commission. The Chair shall be elected at the first Organizational Meeting of the Commission following an election from among the currently serving Commissioners by a majority vote consistent with the voting procedures provided for in Section VII of these Rules of Procedure. The Chair shall preside at all meetings of the Commission. The responsibilities of the Chair, or in his or her absence or at his or her request, the Vice Chair, shall include, but not be solely limited to:

[this proposed revision would memorialize the current procedure of the MCC for electing its Chair, which may not have been reduced to a written resolution, and is also consistent with the 2007 revision to § 11-3-20 of the Code of Alabama (Act 2007-488)]

1. Open the meeting, ascertain that a quorum is present at the appropriate time and call the meeting to order, if a quorum is present.

26-2

2. Announce the business to come before the Commission, in accordance with the prescribed order of business.
 3. Recognize all Commissioners, the County Administrator, the County Engineer and the County Attorney, who seek the floor pursuant to these procedures. All questions and comments are to be directed through the Chair and restated by him or her. The Chair shall repeat every motion and state every question coming before the Commission, call for the vote and announce the decision of the Commission on all matters coming before it.
 4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission chambers, may cause the same to be cleared or cause any disruptive individual to be removed.
 5. Call to order any member of the Commission who violates any of these procedures.
 6. Expedite business in every way compatible with the rights of the members.
 7. Remain objective. The Chair must remain objective and may only make a motion, second a motion or vote as provided in these Rules of Procedures.
 8. Declare the meeting adjourned when the Commission so votes, when a quorum is no longer present or at any time in the event of an emergency affecting the safety of those present.
- B. **Vice Chair.** In the absence of or at the request of the Chair, the Vice Chair shall perform the duties and responsibilities of the Chair until the Chair's return. In the event of the resignation of the Chair from the Commission or the Chair's inability to serve and perform the required duties of the Chair position for the remainder of his or her term as Chair, the Vice Chair shall automatically ascend to the Chair position for the remaining unexpired term.
- [this is as provided for in Rule 58 of Robert's Rules of Order]*
- C. **Term of Office.** The Chair and Vice Chair shall be elected at the organizational meeting of the Commission following the election of the commission members each quadrennial and shall server in their respective position during the said quadrennial (four years).
- [this is a new provision to clearly establish the term of office of the chair and vice chair]*

V. Order of Business

- A. **Official Agenda.** There shall be an official agenda for every meeting of the Commission, including special and emergency meetings. As required by Alabama law, the official agenda for special and emergency meetings shall include only those items necessitating the holding of the special or emergency meeting.

The agenda for regularly-scheduled meetings shall identify the items to be considered and determine the order of business to be conducted at the meeting. All proceedings and the

order of business at all meetings of the Commission shall be conducted in accordance with the official agenda. This agenda shall be established prior to each meeting under procedures to be adopted by the County Commission. Such procedures may include the conducting of an "administrative" or "agenda-setting" meeting prior to the Commission's regular meeting. These procedures may be amended or altered by the County Commission, but such changes shall not take effect until the next regularly-scheduled meeting of the County Commission.

B. Agenda Format for Regularly-Scheduled Meetings. The official agenda for a regularly scheduled Commission meeting shall be in substantially the form as set forth below:

C.

INFORMATION SESSION

1. Call to Order, Welcome at 8:00 a.m.
2. Prayer
3. Reports from Staff:
 - a. County Administrator
 - b. Deputy Administrator
 - c. County Engineers
 - d. County Attorney
 - e. Other
4. Comments from Elected Officials and Department Heads
5. Comments from Scheduled Attendees
6. Recess to Formal Session

FORMAL SESSION

1. Welcome at 9:30 a.m.
2. Invocation
3. Pledge of Allegiance
4. Call of Roll to Establish Quorum
5. Comment from Citizens. Such comment shall be limited to three (3) minutes per speaker and no more than two speakers may be heard on the same subject as provided elsewhere in the Rules of Procedure.
6. Presentation of Minutes
7. Awards, Presentations and Resolutions
8. Scheduled Public Hearings
9. Comments from Scheduled Attendees
10. Consent Agenda
11. New Business
12. Old Business
13. Reports from Staff:
 - a. County Administrator
 - b. Deputy Administrator
 - c. County Engineers
 - d. County Attorney
 - e. Other

26-4

14. Discussion Items by Commissioners. Discussion items may only be acted upon by affirmative vote of all commissioners in attendance.
15. Conclude Formal Session

INFORMATION SESSION

1. Comments from Other Scheduled Attendees
2. Adjourn

C. Consent Agenda. On the portion of the agenda designated as "Consent," all items contained therein may be voted on with one motion. Consent items are only those items considered to be routine in nature, non-controversial and that do not deviate from past Commission direction or policy. However, any member of the Commission, including the Chair, may withdraw an item from the consent agenda, provided that such withdrawal is declared at least one (1) hour before the beginning time of the meeting. An item removed from the "Consent" agenda as provided herein shall be moved to the "New Business" portion of the agenda and it shall then be considered individually.

D. Comment from Citizens and Other Elected Officials. Citizens and other elected officials who wish to be heard by the Commission shall be afforded such opportunity during the portion of the meeting so designated. The comment shall conform to the requirements of decorum and order that apply to the members of the Commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or Commission employee. There shall be no debate and no action by the County Commission during this portion of the agenda.

E. New Business. New Business items are items of a general nature that require Commission action or pertain to Commission policy. Items of New Business that are neither approved nor defeated by action of the Commission shall be considered under Old Business at the next regular meeting of the Commission.

F. Reports from Staff. The senior staff members shall make reports to the County Commission as directed by the Chair or by majority vote of the Commission. The Commission may, by majority vote of those members in attendance at the meeting, take action on any items contained in the report of the staff members.

G. Old Business. Any item which was included on the "New Business" portion of the previous meeting, but was not approved, defeated or tabled by majority vote of the members of the County Commission present and voting. Motions postponed or carried over to a day certain shall be included on the agenda under "Old Business" on the next regular meeting following the conclusion of the time for which the motion was postponed or carried over.

H. Scheduled Public Hearings. The County Commission may conduct any public hearings during this portion of the commission meeting. Any notice required by law prior to the conduct of the public hearing shall be given by the County Commission.

26-5

Individual speakers are required to adhere to a three (3) minute time limit when speaking on issues scheduled for public hearing. The Commission may, by majority vote, either extend or reduce time limits, based on the number of speakers. The comment shall conform to the requirements of decorum and order that apply to the members of the Commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or Commission employee.

I. Discussion Items by Commissioners. On the portion of the agenda designated as "Discussion Items by Commissioners," no assignments shall be given to the County Administrator, County Engineer, County Attorney or other staff members without the affirmative vote of the majority of the members of the Commission present and voting. The Commission shall take no action on an item raised during this discussion portion of the agenda unless such is accomplished through a motion adopted by an affirmative vote of all members of the Commission present at the meeting.

J. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only upon affirmative vote of all the members of the Commission present at the meeting.

K. Additions, Deletions, or Technical Corrections to Agenda. Deletions or technical corrections to the agenda may be considered by the Commission and adopted by the passage of a single motion approved by majority vote of those members in attendance at the meeting. Additions to the agenda shall only be made by affirmative vote of all the members of the Commission present at the meeting.

L. Announcing Agenda Items. The Chair shall announce each item on the agenda. The County Administrator, County Engineer, County Attorney or other appropriate staff member shall then be called to present the item to the Commission, when appropriate.

VI. Rules of Debate

A. Decorum.

1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and unprofessional language.

2. Commissioners shall refrain from: attacking a member's motives; speaking on a prior motion not pending; speaking while the Chair or other Commission members are speaking; speaking against their own motions; and disturbing the Commission.

3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.

26-6

4. A member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

B. Motions.

1. A motion and a second to the motion is to precede any action or debate on an agenda matter unless there are speakers (who are not members of the Commission) to be heard on the agenda matter.

2. All motions shall be made and seconded before debate may proceed.

3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except motions to adjourn, to lay on the table, to postpone, to carry over, to substitute, or to amend which shall have preference in the order in which they are listed.

4. Motions to “lay on the table” are made to end debate on a matter and to “remove” it from consideration by the body. The adoption of a motion to “lay on the table” has the affect of defeating the original motion and that item shall not be considered again during the same meeting unless a motion to “reconsider” is adopted as provided herein.

5. Motions to “postpone” or “carry over” must be made by stating the date or time for which the item shall be postponed or carried over. Should such a motion be adopted, the matter will be back before the Commission under “Old Business” at the first regular meeting of the Commission following the expiration of the time for which it was postponed or carried over.

6. Motions to “substitute” or “amend” a motion are used to make changes or revisions in the original motion. Such motions are made only after the original motion has received a second but prior to the adoption of the original motion. If the motion to “substitute” or “amend” is approved, the Commission then must take a second vote to approve the motion “as substituted” or “as amended”, as the case may be.

7. Any Commissioner may move to close, or end, debate and “move the question” on the motion being considered. This motion to “move the question” shall be non-debatable. A successful vote on the motion to “move the question” will end discussion of the item and a vote on all pending motions shall be taken immediately without the offering of any other motions. The Commissioner moving the adoption of the original motion shall have the privilege of making closing remarks (of not more than one minute) before the vote on the motion to “move the question” is taken.

8. The Chair of the County Commission may offer and second motions and vote on all matters as any other member. If the Chair wishes to put forth or second a motion, he or she shall relinquish the Chair to the Vice Chair until the main motion, which he or she “moved” or “seconded”, has been disposed.

26-7

If a motion or second is made by the Chair as authorized above, the gavel shall be relinquished in the following order:

- (a) to the Vice Chair; or
- (b) in the absence of the Vice Chair to the next Commissioner based upon seniority.

A presiding officer who relinquishes the chair for the purpose of making a motion shall not return to it until the pending main question has been disposed of, since he or she has shown himself or herself to be partisan as far as that particular matter is concerned.

9. The following motions are not debatable and must be voted upon without debate: to adjourn; to lay on the table; and to move the question.

C. Motions to Amend

An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:

1. By Consent of the Members. The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.
2. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

D. Motions to Reconsider

A motion to reconsider any vote or proceeding of the Commission may only be made and seconded by a Commission Member who had previously voted on the prevailing side. Such motion must be made before the conclusion of the meeting during which the original motion was made and approved. A motion to reconsider must be adopted by a majority of those members of the Commission present and voting.

VII. Voting

A. Voice Vote; Secret Ballots. Unless otherwise directed by the Chair or requested by a member of the Commission, all votes shall be taken by voice and the result shall be announced by the Chair, whose decision shall be final. Such ruling may not be appealed. No vote may be taken by secret or paper ballot.

B. Tabulating the Vote. Should a roll call vote be directed by the Chair or requested by a member of the Commission, the person designated by the Chair shall call the Commissioners, in numerical order of their district numbers, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.

C. Voting. Every member in the Commission meeting room or chamber when the question is put must give his or her vote, unless the member has publicly stated that he or she is abstaining. A Commissioner who is serving as Chair by virtue of his or her being elected by the members of the Commission or by virtue of a rotating procedure shall vote when his or her district number is called. Such Chair shall only vote once on each motion and shall not cast an additional vote to make or break a tie vote.

D. Voting by Chair. Unless otherwise authorized by law, officials holding the office of County Commission Chair who do not represent a district shall only vote in those cases when his or her vote would break a tie vote. Commissioners who represent a district and also serve as Chair shall be entitled to one vote on all questions but shall not cast a second vote to break a tie vote.

E. Absent for Vote; Changing Vote. Any Commissioner absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.

F. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission who are present and voting. If an extraordinary majority vote is required by Alabama law, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

VIII. Public Input: Addressing the County Commission.

A. Public Input. The Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions on the operation of County government and encourage public participation in the local government process. The Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the Commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.

B. Procedure for Public Input

1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the Commission as well as items that are of concern to the public. The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the Commission who are present.

2. A form will be provided for those citizens who wish to make comments. Each person wishing to speak must sign this form prior to the beginning of the Public Comment portion of the agenda.

3. Any citizens wishing to make written comments may provide those to the County Administrator before the conclusion of the meeting. A copy of the written comments will then be provided to the members of the Commission.

4. Members of the public are encouraged to communicate directly with their Commissioner prior to or after the Commission meeting.

C. Addressing the Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

(a) name;

(b) place of residence or business address;

(c) if requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.

2. All remarks shall be addressed to the Commission as a body and not to any member thereof.

3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.

3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

IX. Executive Session.

The Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act (Act 2005-40).

X. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XI. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The Commission may adjourn by majority vote. (CC Res., September 19, 2005, CC Res., October 17, 2005)

ARTICLE III - COUNTY ADMINISTRATOR

1-23 Administrator – Chief Administrative Officer

The County Administrator is a full-time employee of Montgomery County and is the Administrative Officer of the Commission. The County Administrator is responsible directly to the Commission. The duties of the County Administrator are prescribed by law and are set out in an Act of the Legislature of 1949. The County Administrator prepares the agenda for meetings and sees that all policies set by the Commission are properly

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

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: In-Kind Services from the City of Montgomery to River Bend Pictures

During the last County Commission meeting, I provided the Economic Impact Budget for Montgomery County for the "Son of the South" movie. I was asked to contact the producer regarding funding from the City of Montgomery. My understanding is that the City will not be providing monetary funding but in-kind services.

Attached is an email from Molly Mayeux with River Bend Pictures concerning the in-kind contribution, in which she listed the following:

Road closures - \$5,000
Barricades - \$2,500
Parking - \$2,000
Wrap party location/donations - \$5,000

The road closures will be cost associated with rerouting traffic on city streets in the amount of \$5,000. The setting up of barricades which is valued at \$2,500 and free parking valued at \$2,000. Ms. Mayeux indicated that the State of Alabama may provide an in-kind wrap party location and food valued at \$5,000.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Tammy Nix

From: Molly Mayeux <mollymayeux@gmail.com>
Sent: Monday, March 25, 2019 4:02 PM
To: Donald Mims
Cc: riverbendpictures
Subject: Goods and services

Hey there Don,
Please see below:

Road closures - 5000
Barricades - 2500
Parking - 2000
Wrap party location/donations - 5000

Total - 14500

Thanks !

--

Molly Mayeux

Son of the South

Budget Summary: Estimated Alabama Spend

Locations: Site Rentals	\$166,173
Catering and Craft Service	\$73,194
Alabama Crew Labor	\$697,276
Equipment Rentals	\$590,555
Purchases	\$359,990
Travel	\$395,542
Local Cast	\$623,731
Total Approx. Alabama Spend	\$2,906,461
Estimated Daily Production Cost	\$133,000/Day



**Federal Communications Commission
Washington, DC 20554**

Informational Notice of Section 106 Filings

Date: 03/27/2019
Reference Number: 1038055

To Whom It May Concern
Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36104

MTGY CO. COMMISSIO
APR 1 '19 AM 8:59

The following new Section 106 filing has been submitted:

FILE NUMBER: 0008574156
TCNS Number: 183030
Purpose: New Tower Submission Packet

Notification Date: 7AM EST 03/25/2019

Applicant: Verizon Wireless
Consultant: Terracon Consultants, Inc.
Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No
Site Name: Moorer
Site Address: 3215 Atlanta Hwy
Detailed Description of Project:
Site Coordinates: 32-23-03.8 N, 086-15-48.4 W
City: Montgomery
County: MONTGOMERY
State: AL
Lead SHPO/THPO: Alabama Historical Commission

Consultant Contact Information:

Name: Sam Carter
Title:
PO Box:
Address: 2105 Newpoint Place, Suite 600
City: Lawrenceville
State: GA
Zip: 30043
Phone: (770) 623-8783
Fax:
Email: tjgoehrig@terracon.com

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.



VERNON BARNETT
Commissioner

State of Alabama Department of Revenue

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

JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner
MICHAEL D. GAMBLE
Deputy Commissioner
DONALD J. GRAHAM
Deputy Commissioner

March 1, 2019

MTGY CO. COMMISSIONER
MAR 8 '19 AM 8:38

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each county governing body, shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2019.

It will be greatly appreciated if you will return these nominations by August 15, 2019 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Vernon Barnett
Commissioner

VB:dj

Enclosure

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2019

STATE OF ALABAMA)
)
_____ County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- | | |
|----------|---------------------------|
| 1. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 2. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 3. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Board of Equalization

Members:

Recommended by:

Term Expires:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Board of Education

9/30/2019

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Phone: 334/300-3503

County

9/30/2019

Mitchell Dubina
9054 Huron Court
Pike Road, AL 36064

City

9/30/2019

Attorney: Mark Anderson, III

Term: 4 years

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>APRIL</u>						
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		April 16, 2019
	52110-18B-008	Law Enforcement Leather & Accessories	Sheriff Office	Gulf States	Apr 15, 2019	April 15, 2021
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sheriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021
	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021

UPCOMING BIDS/CONTRACT RENEWALS

	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2019	Aug 14, 2020

30.2

UPCOMING BIDS/CONTRACT RENEWALS

	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		Sept 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019

UPCOMING BIDS/CONTRACT RENEWALS

NOV									
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes					Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation					Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli					Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli					Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions					Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.					Nov 30, 2018
DEC									
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.			Dec 20, 2019		Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC					Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.			Dec 31, 2019		Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services			Dec 31, 2019		Dec 31, 2021

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427	35,397	(1,030)	-2.83%
JANUARY	31,941	33,831	1,890	5.92%
FEBRUARY	44,550	38,016	(6,534)	-14.67%
MARCH	39,285	38,808	(477)	-1.21%
APRIL	39,456	44,199	4,743	12.02%
MAY	41,031			0.00%
JUNE	52,193			0.00%
JULY	38,907			0.00%
AUGUST	38,160			0.00%
SEPTEMBER	44,546			0.00%
TOTAL	266,971	268,861	1,890	0.71%

YTD Totals 2018

\$481,808

\$268,861

YTD Totals 2017

\$483,641

YTD Totals 2016

\$474,632