

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

OCTOBER 17, 2016

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell with the Youth Facility
Account Director Susan Bryan and Creative Director Camellia Leonard with Stamp Idea Group, LLC
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce, Attorney Chris S. Simmons with Rushton, Stakely, Johnston & Garrett, P.A., and Warren Matthews, Attorney for Hyundai Power Transformers
Mr. Ken Ward
Chairman George Noblin and Board Members Brenda Daly and Lee Sellers with the Board of Registrars
Sheriff Derrick Cunningham
Director of Risk Management Scott Kramer
Executive Director Paul Brown with Community Corrections
Head of School Anthony Brock, Director of Operations Frederick Brock and Director of Development Kimberly Baker with Valiant Cross Academy
Realtor Frank Thomas with Frank Thomas and Associates, LLC

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led by Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 3, 2016

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation by Director of Risk Management Scott Kramer, Grant Writer Regina Walker, River Region United Way Campaign Chair Bill Wallace and V.P. of Resource Development Alicia Schneider with River Region United Way (**Last year, the Commission approved a Budget Change Request in the amount of \$5,000 for this campaign**)

NEW BUSINESS:

1. Consider Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Treatment Center Program, Youth Facility
2. Consider Authorization of Agreement with Southeast Alabama Highway Safety Office regarding Community Traffic Safety Program (CTSP) Grant Participation, Sheriff's Office
3. Consider Authorization of Resolution regarding Resurfacing Flowers Road (4.715 Miles) and Macon County Road (2.974 Miles), Project No. MCP 51-80-17, Engineering Department
4. Consider Authorization of Letter of Intent for Resurfacing Flowers Road (4.715 Miles) and Macon County Road (2.974 Miles), Project No. MCP 51-80-17, Engineering Department
5. Consider Authorization of Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Montgomery County Youth Facility, Youth Facility
6. Consider Authorization of Consent of Assignment by Azar's Uniform to Galls, LLC, for Uniforms, Contract # 52110-14B-025, Sheriff's Office

7. Consider Authorization of Amendment Number 2 to Contract with Gulf States Distributors for Sheriff's Leather and Accessories (Contract # 52110-14B-026), Sheriff's Office
8. Consider Authorization of Amendment Number 2 to Contract with SharpCut Lawn Service regarding Landscape Maintenance at Montgomery Industrial Park, (Contract # 53100-14B-030), Engineering Department
9. Consider Authorization of Amendment Number 2 to Contract with G & K Services, Inc., for Uniform Rental (Contract #51901-13B-014), Support Services
10. Consider Authorization of Amendment Number 1 to Contract with Sea Coast Disposal, Inc., for Clean Saturday Refuse Collection Service (Contract # 51100-15B-033), County Commission
11. Consider Authorization of Registration Services Agreement with American Registry for Internet Numbers, LTD (ARIN), in order to obtain registration rights for Internet Protocol ("IP") address space and an Autonomous System Number (ASN), Information Systems
12. Consider Authorization of Funding Agreement for Preliminary Engineering with the State of Alabama through the Department of Transportation regarding Feasibility Study for Sidewalks and/or Multi-Use Paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway, Project STPMN-5115, and Related Resolution, Engineering Department
13. Consider Authorization of Funding Agreement for Emergency Repairs (ER) on Dozier Road (CR-74), Project No. ER-9010 and Related Resolution, Engineering Department
14. Consider Authorization of Software License Agreement with Assessment Advisors, LLC, regarding License for IncomeWorks® Software, Appraisal Department
15. Consider Authorization of License and Indemnification Agreement with J. Brendon Parkman, Kadra G. Parkman and John M. Swearingen, Jr., regarding Use of .30 Acre Lot on Meriwether Road for Employee Parking, Subject to the Modifications Recommended by County Attorney, Engineering Department
16. Consider Authorization of Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant DolGenCorp, LLC, for Dollar General Store 17394, located at 30 Johnny Shirley Road, Ramer, Alabama 36069, County Commission
17. Consider Authorization of Lounge Retail Liquor-Class II (Package) License to Applicant Jay Jalaram, Inc., for LeGrand Package Store, Located at 13893 A US Hwy 331, Montgomery, Alabama 36105, County Commission
18. Consider Authorization of Payment of 2017 Membership Dues in the Amount of \$3,650 to the Coosa-Alabama River Improvement Association, Inc., County Commission

19. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
20. Consider Authorization of Quitclaim Deed regarding Crown Road (McRee Street), Ramer, Alabama, Engineering Department
21. Consider Authorization to Sell a 2009 Harley-Davidson FLHTP Surplus Motorcycle to Lowndes County Sheriff's Department in the amount of \$1,500, Sheriff's Office
22. Consider Authorization of Reimbursement to the Sheriff's Fund in the Amount of \$3,017.03 for Expenses regarding Kids and Kops Day, Sheriff's Office
23. Consider Authorization of Bid Award to Gulf Atlantic Culvert Co. Inc., for Metal Pipe, Bid Number 53000-16B-037, Engineering Department
24. Consider Authorization of Bid Award to Gulf States Distributors for Item Numbers 1, 2, 3, 4, 5, 6, 8 and 11; and Bid Award to Azar's Uniform/Galls, LLC for Item Numbers 7, 9, 10 and 12 regarding Footwear, Bid Number 52110-16B-038, Sheriff's Office
25. Consider Authorization of Payment of Invoice from Goodwyn, Mills and Cawood, Inc., in the Amount of \$10,000 regarding ALTA/NSPS Boundary Survey for a 37 Acre Parcel of Land in Montgomery Industrial Park concerning Project RUMBA (Gerhardi, Inc.), County Commission
26. Consider Authorization of Budget Change Request Number 1, Appraisal Department
27. Consider Budget Change Request Number 3 in the amount of \$8,000 for AUM Dixie Baseball, County Commission Appropriations
28. Consider Authorization of Position Fill Request for Corrections Officer Sergeant (CO0421), Position Number 53, Detention Facility
29. Consider Authorization of Position Fill Request for Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 93, Sheriff's Office
30. Consider Authorization of Position Fill Request for IT Engineer Systems (CO272), Position Number 220272002, Information Systems
31. Consider Authorization of Establishment and Allocation of a Parks and Recreation Director Position and Related Position Fill Request, Parks and Recreation Department
32. Consider Travel/Training Requests (8)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

OCTOBER 17, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 7, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 11, 2016

County Holiday (Veteran's Day)

NOVEMBER 16, 2016

Swearing-In Ceremony
1:30 p.m. - Information Session
2:00 p.m. - Formal Session for the Swearing-In Ceremony

NOVEMBER 21, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 24, 2016

County Holiday (Thanksgiving Day)

DECEMBER 5, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 19, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 26, 2016

County Holiday (Christmas Day)

PERSONNEL ACTIONS

Accurate information was not available to generate the Personnel Actions Report.

AGENDA

OCT 17 2016

10-17-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-30-16

Check Number	To	Check Number
263745		263800
Total Checks Paid		\$51,171.83

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

AGENDA

OCT 17 2016
10-17-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-30-16

Check Number	To	Check Number
263801		263888
Total Checks Paid		\$248,808.21

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

AGENDA

OCT 17 2016

10-17-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-7-16

Check Number	To	Check Number
263889		263949
Total Checks Paid		\$627,274.68

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

AGENDA

OCT 17 2016

10-17-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-7-16

Check Number	To	Check Number
263950		264057
Total Checks Paid		\$538,282.48

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

10/17/16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA

OCT 17 2016

CHECKS ARE DATED
9/30/16

Payroll Check Number	126403	To	Payroll Check Number	126466	\$ 58,938.65
Direct Deposits					\$ 949,205.17
Payroll Check Number	126467	To	Payroll Check Number	126479	\$ 210,025.16
Direct Deposits					\$ 65,790.84
Federal Deposits					\$ 352,344.59
Total Payroll Paid					\$ 1,636,304.41

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

AGENDA

OCT 17 2016

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: October 11, 2016
Re: DYS Grant Agreement



I am requesting that the attached proposed DYS grant agreement for FY2016-2017 be placed on the County Commission formal agenda for October 17th.

Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2016 – 2017

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting 50+ youth annually.

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. Montgomery Co Juvenile Court and the Montgomery Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - **Males and/or Females between the ages of 12-18**
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will not be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
 - Status offenders
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report (required form available on DYS website) by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, 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.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will plan site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2016.

BY: _____

Montgomery County Commission



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

OCT 17 2016

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 6, 2016

MEMORANDUM

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

From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Southeast Region's Community Traffic Safety Program (CTSP) Grant
Participation Agreement

The Montgomery County Sheriff's Office request your approval to participate in the Highway Safety Grants program for Fiscal Year 2016-2017. This program is run by Alabama Department of Economic and Community Affairs (ADECA).

The contract is between the Southeast Regional Highway Safety Office, referred to in the attached document as "SEAHSO" and the Montgomery County Commission, referred to in the attached document as "Agency".

I am requesting that this item be placed on the agenda of the October 17, 2016 meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you in advance for your attention to this matter.

RW/dc

encls.

cc: Derrick Cunningham, Sheriff

**SOUTHEAST ALABAMA HIGHWAY SAFETY OFFICE
ENTERPRISE STATE COMMUNITY COLLEGE**

600 PLAZA DR. • P.O. BOX 1300 • ENTERPRISE, AL 36331 • PHONE # 334-347-2623 (EXT. 2289) • FAX # 334-393-9560

**Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2016 – September 30, 2017**

This agreement is entered into by Southeast Alabama Highway Safety Office, located at Enterprise State Community College, hereinafter referred to as "SEAHSO", and the governing entity of the law enforcement department of the following: Montgomery County Commission, hereinafter referred to as "AGENCY", for official participation in the Southeast Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SEAHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2016 through September 30, 2017; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.**

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Subgrantee Administrative Manual, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds."

Funding will be made available to the AGENCY through the CORE reporting website by SEAHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and/or equipment once or if such become available.** NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the Southeast Alabama Highway Safety Office located at Enterprise State Community College. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SEAHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic enforcement funds, the fund dates and amount will be recorded on the CORE reporting website. Information such as hotspot locations, will be given to qualifying agencies. Any adjustments in funding will be done through the CORE reporting website by the SEAHSO.

During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SEAHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SEAHSO through the CORE reporting website. The AGENCY should inform SEAHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SEAHSO may transfer such funds elsewhere to be utilized. SEAHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SEAHSO and/or ADECA.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) Agreement with SEAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City/County overtime policy. Any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should

be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SEAHSO, will be required to refund ALL funds reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting website for ALL funding awards made by SEAHSO. Submission of reimbursement forms, other than those forms required by SEAHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SEAHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

Reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SEAHSO once per month, preferably by the 10th of the month, whether grant activity occurred during the previous month or not, to allow SEAHSO to have an accurate account of activity in the region. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SEAHSO, will occur for those departments not in compliance with program requirements.

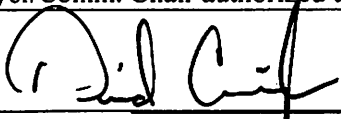
Each AGENCY which receives grant funding from SEAHSO agrees to submit an **In-Kind Match Form** to SEAHSO for the contract period. The CTSP must meet the required "In-kind" (Soft) Match as set forth by ADECA, for applicable federal grant(s). To ensure continued funding, each contracted law enforcement department, which receives federal grant funds from SEAHSO, is asked to contribute in some way towards this in-kind/soft match requirement.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SEAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SEAHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SEAHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SEAHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

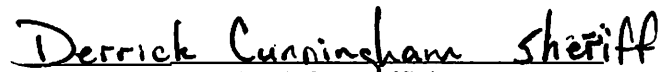
Signatures required:

Signature of AGENCY's **Authorizing Official**
(Mayor/Comm. Chair authorized to enter Agreement)

Printed Name of Authorizing Official and Title
(Mayor/Comm. Chair)



Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)



Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Signature of AGENCY **Representative for SEAHSO**
(If applicable, as designated by Chief LE Official)

Printed Name of Representative for SEAHSO & Title

Signature of Regional Director
Southeast Alabama Highway Safety Office

Greg Adams

Printed Name of Regional Director

WRITTEN OVERTIME POLICY

SEAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes. Please fill-in and circle all below that best explains the policy used by your GOVERNING ENTITY.

TIME SHEETS: All hourly employees are required to record their hours worked on a time sheet.

PAY PERIOD: The normal pay period shall begin at 0000 (am/pm) on Monday and end at 2359 (am/pm) on Sunday.

HOURS OF WORK: A normal shift consists of 8 or 10 (depending on assignment) continuous hours.

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after _____ hours of continuous work for a given day.
- B. Overtime pay shall begin after _____ hours of work for a given PAY PERIOD.
- C. Overtime pay shall begin after 86 hours of work for a given (2) week period, if paid by-weekly.

PAID HOURS NOT WORKED: Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (shall /shall not) count as hours worked for purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE: Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the employee as designated by the GOVERNING ENTITY.

If overtime status has not been reached for the pay period being submitted, the GOVERNING ENTITY (allows / does not allow) REGULAR TIME to be paid for hours worked during this pay period.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply: Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by SEAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee. If a Salaried Employee must work more than 40 hours per week before being eligible for overtime, then their annual salary shall first be divided by the number of Pay Periods per year and then the result shall be divided by the expected number of hours per period before overtime begins to determine the "hourly rate". The GOVERNING ENTITY (allows / does not allow) salaried employees to receive overtime for traffic grant purposes.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the traffic safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.

County Comm. Chair / Mayor _____ Date _____

Name of GOVERNING ENTITY _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 27, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
9/27/2016

SUBJECT: Approval of Resolution for Project No. MCP 51-80-17
Resurfacing Flowers Road (4.715 miles) and Macon County Road (2.974 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 51-80-17 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 James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-80-17

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 roads included in the Montgomery County Road System and described as follows:

Resurfacing Flowers Road (CR-37) from the Bullock County line north to the Intersection with SR-110 (4.715 miles) and Macon County Road (CR-2) from the Intersection with SR-110 east to the Macon County Line (2.974 miles) for a total length of 7.689 miles.

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 _____, 2016.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

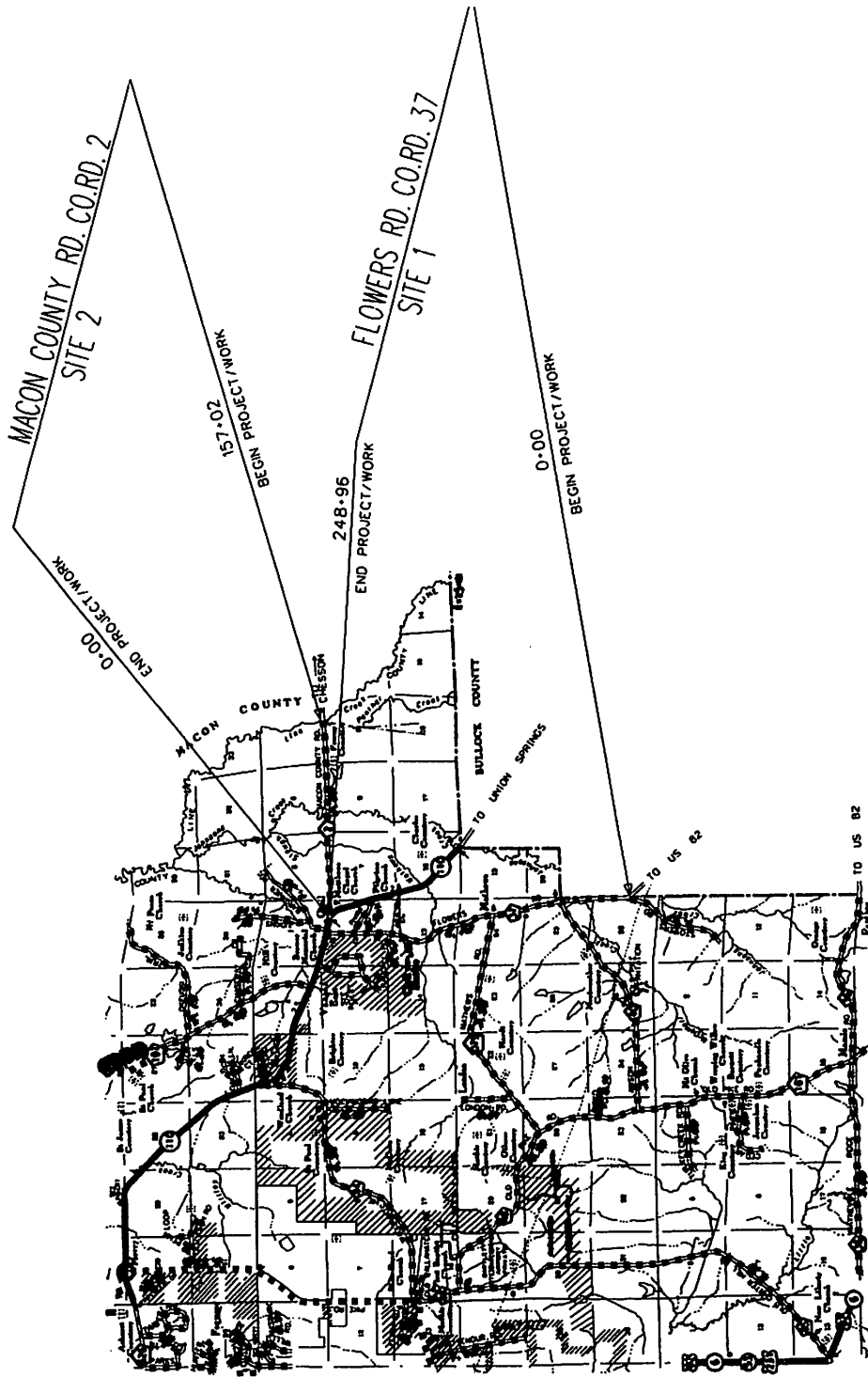
Jiles Williams, Jr., Member

Ronda M. Walker, Member

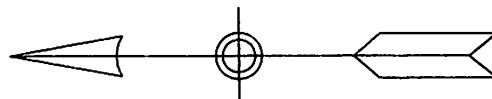
Andrew D. Hall, Member

LOCATION: SITE 1: CR-37 (FLOWERS ROAD) FROM THE BULLOCK COUNTY LINE TO SR-110.
 SITE 2: CR-2 (MACON COUNTY RD.) FROM SR-110 TO MACON COUNTY LINE.

T-16-N
 T-15-N



R-20-E R-21-E



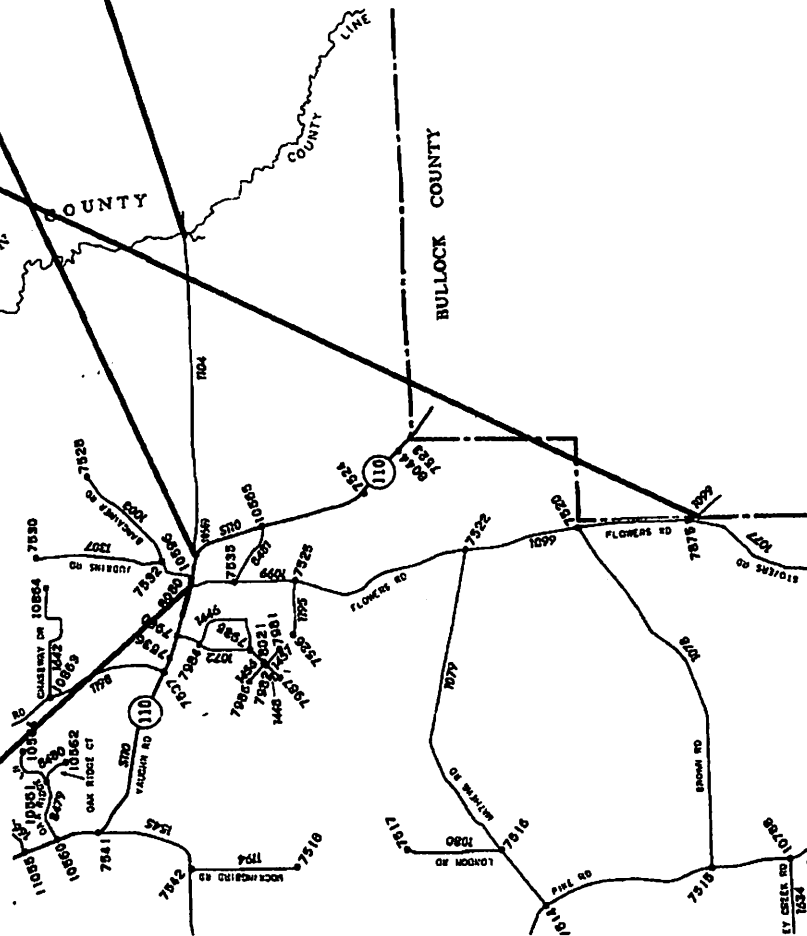
▲—Z—

4.715 ml.

CR-2 (Macon County Road) from SR 110 to the Macon County Line
2.974 MI.

~~MACON COUNTY~~

BULLOCK COUNTY



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 27, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

James M. Kelley
9/27/2016

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-80-17
Resurfacing Flowers Road (4.715 miles) and Macon County Road (2.974 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-80-17 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 James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

September 27, 2016

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

**RE: PROJECT NO. MCP 51-80-17
RESURFACING FLOWERS ROAD (4.715 MILES) AND
MACON COUNTY ROAD (2.974 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

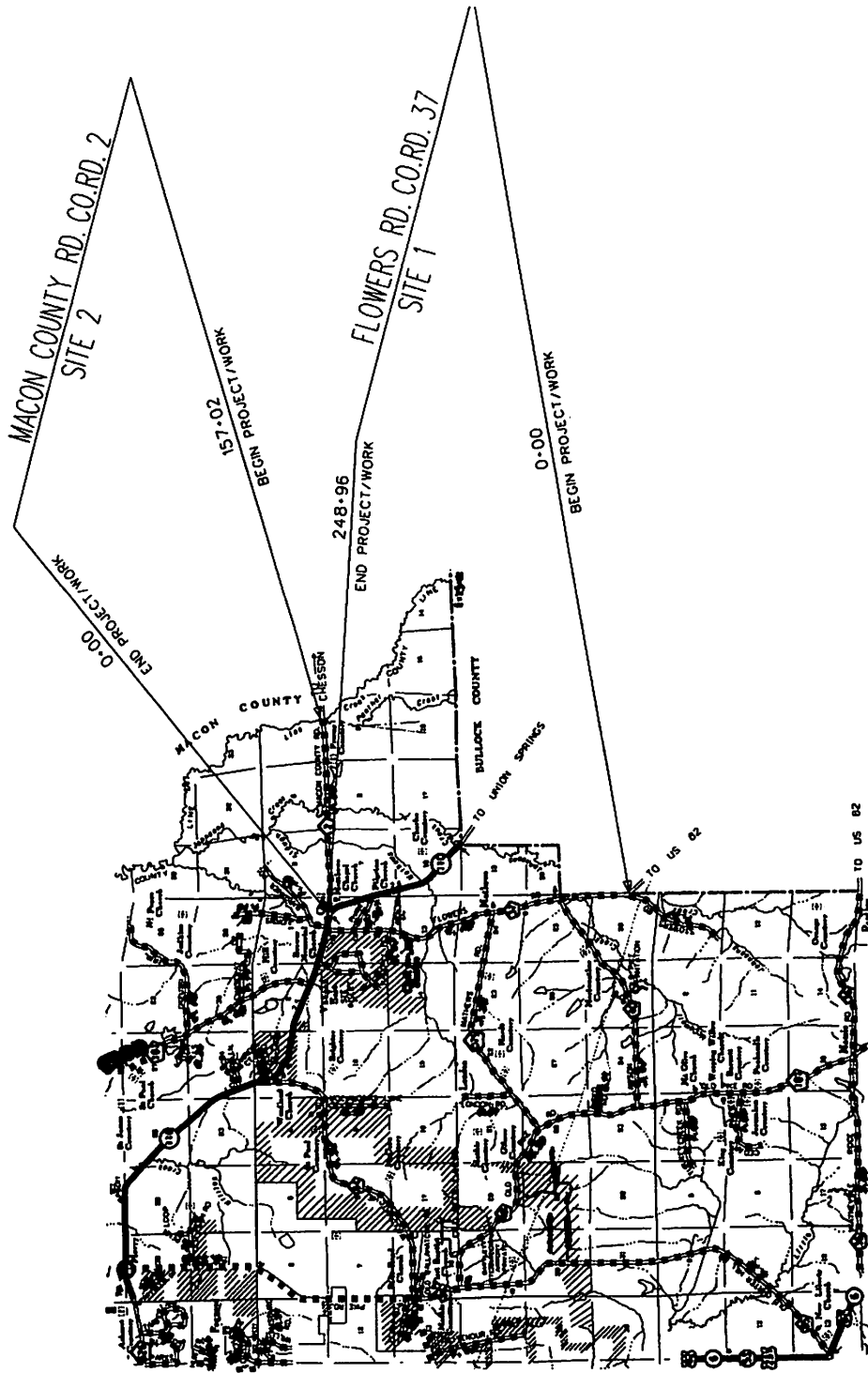
It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

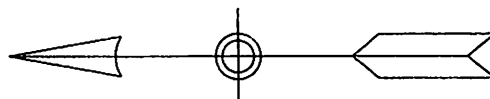
END/GCS/jmk
Location Map Attached
C: File

LOCATION: SITE 1: CR-37 (FLOWERS ROAD) FROM THE BULLOCK COUNTY LINE TO SR-110.
 SITE 2 : CR-2 (MACON COUNTY RD.) FROM SR-110 TO MACON COUNTY LINE.



T-16-N
 T-15-N

R-20-E R-21-E



AGENDA

OCT 17 2016

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: October 11, 2016
Re: Personal Services Contract – Dr. Adodoyin Ogunbi

Please place the attached contract on the October 17th County Commission formal agenda. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2016 through September 30, 2017.

Thank you for your consideration in this matter.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: MYF Medical Services Contract

I request that the attached contract for medical services to be provided by Adedoyin Dosunmu-Ogunbi, M.D., for the Montgomery Youth Facility be placed on a future agenda for approval. The contract will be for a term of one year from October 1, 2016, through September 30, 2017.

As requested by Dr. Ogunbi, the contract includes an increase in the monthly fee from \$3,941.66 to \$4,335.83. The increase restores his compensation to the amount he was paid prior to the downturn in the economy in 2008.

Juvenile Court Administrator Bruce Howell supports the fee increase and contract for Dr. Ogunbi.

DOYIN OGUNBI, M.D., LLC
INTERNAL MEDICINE
1722 PINE STREET, SUITE 1005
MONTGOMERY, AL 36106

TELEPHONE (334) 288-1916

FAX (334) 284-1826

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

September 20, 2016

Dear Sir,

Re: Montgomery County Youth Facility contract

It has certainly been a pleasure and a blessing working at the Montgomery County Youth Facility over the last 10 years, helping to see to the healthcare needs of the young men and women at the facility. You will recall that at a time of financial difficulty for the County, we agreed to a 10 percent reduction in the compensation provided by the contract. At this time, I am requesting the reinstatement of the 10% amount that was cut. In other words, I am requesting a 10% increase in the current compensation provided by the contract. Thank you for considering this request.

Yours faithfully,



Adedoyin Dosunmu-Ogunbi

Enclosures

cc: Elton Dean, Chairman Montgomery County Commission

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2016 through September 30, 2017 for \$52,029.91.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Juvenile Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Juvenile Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$4335.83 per month for services provided at the Montgomery County Youth Facility.

When referred to Dr. Ogunbi's personal office detainee's will be seen and released within (2) hours, unless such illness requires lengthy attention.

The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

9/28/16
Date


Dr. Adedoyin Dosunmu-Ogunbi

Date

Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2015 through September 30, 2016 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Juvenile Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Juvenile Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

When referred to Dr. Ogunbi's personal office detainee's will be seen and released within (2) hours, unless such illness requires lengthy attention.

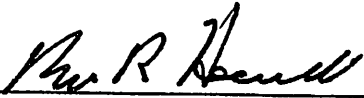
The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/ Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

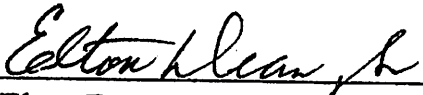
October 2nd 2015
Date


Dr. Adedoyin Dosunmu-Ogunbi

2/23/14
Date


Bruce R. Howell
Juvenile Court Administrator

February 16, 2016
Date


Elton Dean, Sr., Chairman
Montgomery County Commission

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE DOCTOR
(Revised 10/1/2015)

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

THE DUTIES OF THE DOCTOR ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and how to address medical problems noted and to provide follow up, and emergency treatment plans.

To issue and order prescribed prescriptions as deemed needed. Where possible, use medications on hand and generic brands. Assist in the ordering of medical supplies where needed.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training, or have nurse, for youth and staff.

To keep accurate medical records of youth as required.

To assist in file and documentation as needed/required for licensure, annually review medical standards, and medical protocols.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted to the Montgomery County Youth Facility.

To submit medical records to Montgomery County officials on detained youth.

To sign off on or confirm the practices of the nurse and sign off on their duties.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To keep current written standing or direct/post orders for staff and assistants.

October 2nd 2015
Date:

October 2, 2015
Date:


Dr. Adedoyin Ogundipe, MD


Brandi K. Alexander

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE NURSE
(Reissued 10/1/2015)

The position of nurse at the Montgomery County Youth Facility is under a personal services contract.

THE DUTIES OF THE NURSE ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed and authorized by the contract physician. Where possible, use medications on hand and generic brands.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

To assist in the ordering of medical supplies for the medical program.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility.

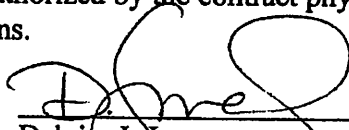
To submit medical records on detained youth for files.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To follow current written standing or direct/post orders authorized by the contract physician and to practice within the limits of applicable laws and regulations.

October 5, 2015
Date

October 2nd 2015
Date



Deloise I. Jones



Dr. Adedoyin Ogunbi, MD

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT 17 2016

September 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Assignment of Uniform Contract No. 52110-14B-025

The County's current uniform contract is with Azar's Uniforms, and Azar's was recently purchased by Gall's. The contract with Azar's requires Montgomery County's written consent to the transfer of the contract.

I request that the attached Consent of Assignment be placed on a future agenda for approval.

Approval of the assignment has been coordinated with Sheriff Derrick Cunningham.

AZAR'S *Uniforms, Inc.*

ESTABLISHED 1914

5767 CARMICHAEL ROAD
MONTGOMERY, ALABAMA 36117
PHONE 334-244-1133

September 12, 2016

Tammy Turner, Purchasing Department
Montgomery County Commission
Montgomery County Administrative Building Annex 1
100 S. Lawrence St.
Montgomery, AL 36102

Re: Request for Consent of Assignment of Contract

Dear Tammy Turner:

It is with great excitement I share with you that effective August 30, 2016, Azar's Uniforms ("Azar's") has become a part of Galls, LLC ("Galls"), the leading distributor of uniforms and equipment to the public safety market.

Azar's is the holder of Contract# 52110-14B-025 (Sheriff's Office Uniforms) with the Montgomery County Commission (the "Contract"). The terms of the Contract require Azar's to obtain your consent to any assignment of the Contract.

Therefore, Azar's and Galls respectfully request that the Montgomery County Commission consent to the assignment of the Contract and any purchase order by and between Azar's and the Montgomery County Commission to Galls. Galls has agreed to be bound by all terms and conditions set forth in the Contract and will honor and perform all obligations under the Contract.

For your records and as confirmation of the above, please find enclosed Bill of Sale and Assignment, executed by Azar's and Galls.

To provide consent to the assignment, we respectfully request that an authorized representative sign and return one copy of this letter to: Mark Azar. If you have any questions, please do not hesitate to contact Mark Azar at markazar0723@gmail.com.

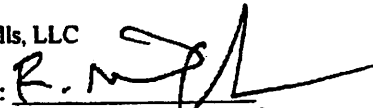
We appreciate your attention in this important matter.

Sincerely,

Azar's Uniforms

By: _____
Name: _____
Title: _____
Date: _____

Galls, LLC

By: 
Name: R. Michael Andrews, Jr.
Title: CFO
Date: 9-12-16

The Montgomery County Commission hereby consents to the assignment by Azar's to Galls, of all contracts and purchase orders by and between Azar's and the Montgomery County Commission.

The Montgomery County Commission

By: _____
Name: _____
Title: _____
Date: _____

EXECUTION COPY

BILL OF SALE AND ASSIGNMENT

August 30, 2016

Azar's Uniforms, Inc., an Alabama corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the "Buyer"), and the Buyer hereby assumes and accepts from the Seller, all of the Seller's right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of August 30, 2016, by and among the Seller, the Buyer, C. Mark Azar and Zack N. Azar, III (the "Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller's attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer's possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

SELLER:

AZAR'S UNIFORMS, INC.

By: _____

Name: C. Mark Azar

Title:

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: September 16, 2016

RE: Contract No. 52110-14B-026
Sheriff's Leather & Accessories

I request that the attached Amendment No. 2 to Gulf States Distributors contract for leather and accessories be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 7, 2016 and ending on November 6, 2017.

Gulf States Distributors chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-14B-026

Amendment No. 2

Contract with Gulf States Distributors for Leather and Accessories is hereby extended for one (1) year, beginning November 7, 2016 and ending November 6, 2017.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: September 15, 2016

RE: Contract No. 53100-14B-030
Landscape at Montgomery Industrial Park

I request that the attached Amendment No. 2 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 17, 2016 and ending on November 16, 2017.

SharpCut Lawn Services chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 2

Contract with SharpCut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for one (1) year, beginning November 17, 2016 and ending November 16, 2017.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

SHARPCUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MRS*
DATE: September 28, 2016
RE: Contract No. 51901-13B-014
Uniform Rental

Request that the attached Amendment No. 2 to Contract No. 51901-13B-014 be placed on a future agenda. The amendment extends the contract with G&K Services for ninety (90) days, beginning September 1, 2016, and ending November 30, 2016, to allow time to resolve contract issues with the low bidder on the new contract or to rebid the contract.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

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

Amendment
To
Contract # 51901-13B-014

Amendment No. 2

Contract with G & K Services, Inc. for uniform rental, to be provided for county departments, is hereby extended for ninety (90) days beginning September 1, 2016 and ending November 30, 2016.

All other provisions of the contract will remain the same.

WITNESS:

G & K SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: September 16, 2016

RE: Contract No. 51100-15B-033
Clean Saturday Refuse Collection Service

I request that the attached Amendment No. 1 to Sea Coast Disposal contract for Clean Saturday Refuse Collection Service be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 1, 2016 and ending on October 31, 2017.

Sea Coast Disposal, Inc. would like to increase prices by 4% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51100-15B-033

Amendment No. 1

Contract with Sea Coast Disposal for Clean Saturday Refuse Collection Service is hereby extended for one (1) year, beginning November 1, 2016 and ending October 31, 2017.

Prices will increase by 4%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SEA COAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

OCT 17 2016

Memo

To: County Commission

From: Lou Ialacci

CC: Donnie Mims, Florence Cauthen, Tammy Nix

Date: September 27, 2016

Re: Internet Registration of Montgomery County Commission

I am requesting the County Commission enter into the attached Registration Service Agreement with American Registry for Internet Numbers, LTD (ARIN), a Virginia non-profit corporation. The initial fee is \$550 to register. The annual fee for the numbers will be \$1,500 and is in my FY 2017 budget.

The purpose of entering into this agreement is to obtain registration rights for Internet Protocol ("IP") address space and an Autonomous System Number (ASN). The IP addresses are what the County uses to identify itself to other entities wishing to do business or exchange information with us. The ASN is a unique identifier with ARIN for the County's IP addresses.

These designations will be utilized to help the County to set up a second internet connection for increased capacity and redundancy, which both are very important to the Sheriff's Office and all our Elected Officials/Departments. In addition, the ASN will give the County the ability to become a member of the Montgomery Internet Exchange (MIX). The County can then directly take advantage of MIX's features as it grows. This will mean faster access to information and services from major companies, like Microsoft, Dell, Apple, and other large content providers.

This standard agreement has been signed by the City. I request that it be placed on the October 3, 2016 Briefing Memo for the work session and be reviewed by the County Attorney as a future agenda item.

Thank you for your support.



**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT**

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and

Montgomery County Commission, ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean. ARIN is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Agreement with respect to the Included Number Resources to Holder, including, without limitation, the inclusion of the registry entries for IP address space and/or ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space; and (iii) any reference to "number resources" shall mean both IP address space and ASN's.

(c) In addition to the Agreement, the Services are subject to the terms and conditions of ARIN's Number Resource Policy Manual (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures adopted by ARIN (collectively, the "Policies") and published on ARIN's Website located at <http://www.arin.net> (the "Website"). This Agreement and the Policies are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.

(d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Policies at any time and from time to time, including the right to implement new Policies and/or make some or all Policies obsolete. ARIN will provide notice (pursuant to Section 14(i)) of Policy changes to Holder. ARIN will also publish Policy changes on its Website. Policy changes are effective immediately and binding on Holder upon the earlier of ARIN's notice to Holder or publication on ARIN's Website, at which time the Policy changes shall constitute a part of the Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of such Policy changes.

(e) ARIN may only modify the terms of this Agreement under the following circumstances:

(1) The Board finds an immediate and compelling need to amend the Agreement due to a definable, discrete, identifiable change in relevant statute or caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Agreement, ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement on its Website. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of the revised terms.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

- (1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
- (2) The right to use the Included Number Resources within the ARIN database; and
- (3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application changes during the term of this Agreement, and (ii) make reasonable efforts to promptly, accurately, and completely provide any information or cooperation required pursuant to the Service Terms or in response to any inquiry or request made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders ("Orders") with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any Order concerning any number resources or Holder's use of any Service, including an Order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an Order, notify Holder within a reasonable amount of time after receipt of an Order.

(f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN registry database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Upon ARIN's request, Holder will promptly provide ARIN with accurate documentation and information regarding the identity of the Administrative POC and any other POCs with the authority to act on behalf of Holder. Holder must notify ARIN promptly if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; or (iv) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by email to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (Whois) with respect to the Included Number Resources, as well as data concerning any organization to which Holder further sub-delegates the Included Number Resources.

(c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of Included Number Resources in the ARIN registry database and for any loss or damage that Holder suffers based on its access or use of the ARIN registry database.

4. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for

providing the Services in accordance with ARIN's Fee Schedule for Included Number Resources, which is available on the Website. ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website, provided that ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Any change to the Fee Schedule shall be effective upon publication on the Website and shall not be applied retroactively. Legacy maintenance fees cannot exceed the fees charged to comparable non-legacy holders for registration services as set forth in ARIN's Fee Schedule for comparable number resources.

(b) Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as any presently outstanding fees due to ARIN.

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before payment is due. If Holder does not pay the fees due to ARIN under this Agreement when due, ARIN shall provide a second written notice to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after the date of such Delinquency Notice, ARIN shall provide Holder with a final delinquency notice and make reasonable efforts to reach Holder telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) if any invoice remains unpaid six (6) months after payment was due, terminate this Agreement and revoke the Included Number Resources. If the Services are stopped, Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, becomes part of the Policies), or revoke existing Policies. Such amendments or new Policies shall be binding upon Holder immediately upon publication on ARIN's Website. Holder acknowledges and agrees to be bound by and comply with the Policies (as amended from time to time), except to the extent the Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the Included Number Resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to Included Number Resources by virtue of this Agreement; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark or copyright in any number resources in the United States or any other country; and (d) Holder will transfer or receive Included Number Resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) the assent to and performance by it of its obligations under this

Agreement do not breach or conflict with any other agreement or arrangement by which it is bound; (c) it will comply with this Agreement, the Policies and all applicable laws, regulations or rules, and (d) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

10. BANKRUPTCY

(a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.

(b) Holder acknowledges and agrees that this Agreement is executory.

(c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. INDEMNIFICATION

(a) Holder shall indemnify, defend, and hold harmless ARIN, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted by a third party against any of the Indemnified Parties alleging facts or circumstances that, directly or indirectly, relate to or arise from or in connection with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by Holder or any of Holder's parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each, a "Holder Party" and collectively the "Holder Parties"); (2) any authorized or unauthorized access to or use of any Service or any Included Number Resources by any person who acquired unauthorized or unauthorized access to or use of any Service or any Included Number Resources by or through a Holder Party; and/or (3) any breach of any Service Terms by Holder or any other Holder Party.

(b) Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of any such Claim. Holder shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim. Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE, ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT HOLDER USES.

(b) **EXCLUSION OF LIABILITIES AND DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

13. TERM AND TERMINATION

(a) **Term.** Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement.

(b) **Suspension of Services or Termination of Agreement for Cause by ARIN.** ARIN shall have the right to suspend Services without notice to Holder if Holder breaches any of Sections 2(c), 2(d), 4 or 7. In addition, ARIN may immediately suspend Services upon written notice to Holder pursuant to Section 2(e) or if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder, ARIN shall have the right to immediately terminate this Agreement for cause for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's material breach of Section 2(c), Section 2(d) or Section 7; or (iii) pursuant to Section 2(e). If Holder breaches any other provision of this Agreement and such breach remains uncured by Holder (as determined by ARIN in its reasonable determination) for sixty (60) days after the date of ARIN's written notice of the breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

ARIN shall provide notice of termination of this Agreement in writing to Holder, delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, or (iii) reputable overnight courier.

(c) Termination for Cause by Holder. Holder may terminate this Agreement for cause, by giving written notice thereof to ARIN, if: (i) ARIN materially breaches this Agreement and such material breach remains uncured for sixty (60) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement as permitted herein; (iii) ARIN enforces any Policy against Holder which has been applied in violation of this Agreement and does not remedy any material adverse effect caused by such action within sixty (60) days' after written notice thereof; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a) and does not cure such violation within sixty (60) days' after written notice thereof. If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement. Upon termination, Included Number Resources that were Legacy Number Resources immediately prior to being brought under this Agreement shall resume their status as Legacy Number Resources, and all other Included Number Resources shall be returned to ARIN.

(d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all rights to Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of termination.

(f) Survival. The defined terms and the following sections of this Agreement, as well as any other provision which by its nature survives termination, will survive termination of this Agreement and remain in effect: 2(e), 2(f), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

(a) Assignment.

(i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.

(ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.

(d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of

any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.

(g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

(i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, PO Box 232290, Centreville, VA 20120, or the following email address: compliance@arin.net. ARIN shall update Holder with any changes to this address by written notice pursuant to this Section. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or registered international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each a "Force Majeure Event"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request

of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).

(l) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then- existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.

(n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall be valid unless in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two (2) or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Each party hereby accepts, without modification, all of the terms and conditions
of this Registration Services Agreement.**

Agreed: (This section to be completed by Holder)		Authorized Officer	
Legal Name of Company (Holder): Montgomery County Commission		Name (Print): Elton N. Dean, Sr.	
D/B/A (if any): N/A		Title (Print): County Commission Chairman	
ORG ID: MCC-391		Signature:	
Ticket Number: 20160902-X954342		Date:	
Billing Contact Information if different from authorized officer		Contact Information of Authorized Officer	
Name (Print): Louis Ialacci		Phone: 334-832-1210	
Title (Print): Chief Information Technology Officer		EMail: EltonDean@mc-ala.org	
Phone: 334-832-1305		Street Address: 101 South Lawrence Street	
EMail: Loulalacci@mc-ala.org		City and State: Montgomery, AL	
Street Address 101 South Lawrence Street		Postal Code: 36104	
City and State Montgomery, AL		Country: USA	
Postal Code: 36104			
Country: USA			

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

Memo

To: American Registry for Internet Numbers, Ltd.

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

Date: October 17, 2016

Re: Authorized Agent

Though I am listed as the Authorized Officer on the Registration Services Agreement, I hereby designate and authorize Lou Ialacci (Chief Information and Technology Officer) and Larry Kennedy (IT Manager Network/Infrastructure) to handle the day-to-day operations associated with our agreement.



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 27, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Funding Agreement to Produce a Feasibility Study for
Sidewalks and/or Multi-Use Paths on Vaughn Road from
SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)
Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the funding agreement, between the State of Alabama (ALDOT) and Montgomery County, to produce a Feasibility Study on the project referenced above. The cost of this work is 80% MPO Federal Funds with a 20% match, to be split between the City and the County.

GCS/jmk

Attachments

cc: File

George C. Speake 9/27/2016



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 26, 2016

Mr. George H. Conner, P.E.
Southeast Region Engineer
100 Capitol Commerce Boulevard
Suite 210, Building B
Montgomery, Alabama 36117

SUBJECT: STPMN-5115()
Feasibility Study for Sidewalks and/or Multi-Use Paths on
Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway
Montgomery County, Alabama
Reference Number: 100062338

Dear Mr. Conner:

The enclosed funding agreement between the State and Montgomery County, Alabama, is to obligate federal funds to produce a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway for Montgomery County, Alabama

Please review this agreement and, if it is acceptable, present it to the county for approval. In order for the county to execute this agreement it must be signed by the county commission chairman with the county seal affixed. In addition, the attached resolution must be completed authorizing the county commission chairman to be the signatory on behalf of the county. After the agreement is executed by the county, please sign and return this document to this office by September 30, 2016.

If there are questions about this agreement, please contact Rebecca Fulks at (334) 353-6439 or fulksr@dot.state.al.us.

Sincerely,

For R.J.J.


Robert J. Jilla
Multimodal Transportation Engineer

RJJ:rwf
Attachment
C: File

12-2

**AGREEMENT
FOR
PRELIMINARY ENGINEERING**

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

**PROJECT STPMN-5115()
Feasibility Study for Sidewalks and/or Multi-Use Paths on
Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway
Montgomery County, Alabama
Reference Number:100062338**

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 STATE; and the Montgomery County Commission, hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Montgomery urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in producing a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway for Montgomery County, Alabama

WHEREAS, Federal transportation funds are dedicated specifically to the Montgomery Area by as directed by the Montgomery Metropolitan Planning Organization (MPO), and hereinafter referred to as Surface Transportation Program funds, Montgomery Attributable (STPMN).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- 1) This Agreement will cover all funding for the production of this plan, all in accordance with plans approved by the STATE. The Southeast Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the COUNTY.
- 2) Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent COUNTY funds. Funding for this agreement is subject to availability of Federal Aid funds at the time of authorization. Funds will be available for obligation when allocation by FHWA is

made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated Federal Funds	Total Estimated Local Funds
Preliminary Engineering	<u>\$300,000.00</u>	<u>\$240,000.00</u>	<u>\$60,000.00</u>
Total Cost	<u>\$300,000.00</u>	<u>\$240,000.00</u>	<u>\$60,000.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- 4) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the COUNTY.
- 5) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of work for which reimbursement is requested.
- 6) The COUNTY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the COUNTY 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 Southeast Region Engineer for payment. The COUNTY may bill 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, unpaid and the invoice will be notarized. All invoices will be approved by the STATE.
- 7) Invoices for any work performed by the COUNTY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 8) 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 the rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- 9) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 10) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 11) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.
- 12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- 13) 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.

- 14) Retention of Records: 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 right to examine any of said materials at all reasonable times during said period.
- 15) Exhibits M and N are hereby attached to and made a part of this Agreement.
- 16) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

- 17) Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 18) By signing this contract, 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.
- 19) 7/24th Law: Nothing shall be construed under the terms of this Agreement by the COUNTY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

BY: _____

County Administrator
(Signature)

BY: _____

Commission Chairman (Signature)

Type name of
County Administrator

Type name of Chairman

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.

BY: _____

Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

George H. Conner, P.E.
East Central Region Engineer

Robert J. Jilla
Multimodal 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 foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _____ day of _____, 20____.

Robert Bentley
Governor, State of Alabama

12-7

RESOLUTION NUMBER _____

BE IT RESOLVED, by Montgomery County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project STPMN-5115(), Project Reference Number 100062338, a project to produce a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway in Montgomery County Alabama; which this Agreement is before this Commission;

2. That the Agreement be executed in the name of the County, by its County Commission, for and in its behalf and that it be attested by the Administrative Assistant to the County Manager and the seal of the County 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 Administrative Assistant to the County Manager.

Passed, adopted and approved this ____ day of _____, 20____.

ATTESTED:

County Administrator

Commission Chairman

I, the undersigned qualified and acting County Administrator of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of 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 Administrative Assistant to the County Manager's Office.

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

County Administrator

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

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:

- (1) 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.
- (2) 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.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/2/15
REVISED 10/28/2015

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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 28, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer  9/28/16

SUBJECT: Approval of Funding Agreement for Emergency Repairs (ER) on
Dozier Road (CR-74)
Project No. ER-9010()
Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the funding agreement, between the State of Alabama (ALDOT) and Montgomery County, for emergency repairs on the project referenced above. This agreement is for reimbursement for the work that was performed by the Engineering Department to repair a section of Dozier Road damaged during the flooding in December 2015.

GCS/jmk

Attachments

cc: File

AGREEMENT - ER

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA, (FEIN 63-6001653) party of the second part (hereinafter called the County):

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the emergency repairs of a washed out roadway and shoulder on CR-74 (Dozier Road) approximately 0.1 miles north of Eddie Tullis Road. FHWA Disaster #AL2016-01 (DDIR Report #Montgomery-1). Project #ER-9010(), MCP 51-79-15, CPMS Reference #00066320.

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

A. The COUNTY furnished or will furnish all Right-of-Way for project without cost to the STATE or this Project.

B. The COUNTY did adjust and/or relocate or cause the appropriate affected utility to adjust and /or relocate all utility facilities in conflict with project construction without cost to the STATE or this Project.

C. The COUNTY did or will make the survey, complete the plans and furnish all preliminary engineering for the project when needed with County forces as a part of the project cost.

D. The COUNTY did or will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.

E. The STATE did or will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

F. All actual audited cost will be financed, when eligible for Federal participation, on a basis of 100 percent Federal Emergency Relief Funds for all work performed during the first 180 days from the date of the occurrence of the flood event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100 percent by the COUNTY.

G. The estimated cost of construction of the project payable by the parties is the amount set forth below. This is an estimate only. The amount claimed will have to be based on actual quantities and properly supported by documentation.

H. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

Federal Emergency Relief Funds	\$ 38,665.00
County Funds	<u> -0- </u>
Total (Incl. E & I)	\$ 38,665.00

I. The COUNTY shall maintain complete and accurate records as to all costs incurred in connection with the performance of the work. Such records shall be made available for inspection and audit by representatives of the STATE or the Federal Government upon request. Any audit performed must be submitted to the Department of Examiners of Public Accounts pursuant to Act 94-414 passed during the 1994 regular session of the Legislature.

J. The County has complied or will comply with the current regulations and requirements of the State and FHWA and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet, as a minimum, the standards that existed at the site(s) prior to the disaster.

K. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

L. 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.

M. 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.

N. 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.

O. By signing this contract, 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.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

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

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
OF , 20 .

GOVERNOR OF ALABAMA
ROBERT BENTLEY

134

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The emergency repairs of a washed out roadway and shoulder on CR-74 (Dozier Road) approximately 0.1 miles north of Eddie Tullis Road. FHWA Disaster #AL2016-01 (DDIR Report #Montgomery-1). Project #ER-9010(), MCP 51-79-15, CPMS Reference #00066320.

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

Passed, adopted, and approved this _____ day of _____, 20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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 Commission of the County named therein, at a regular meeting of such Commission held on the

_____ 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

SEAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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:

- (1) 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.
- (2) 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.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

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



AGENDA

OCT 17 2016

October 3, 2016

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser^{CH}

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to subscribe to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. This subscription includes the option to renew on a yearly basis with a 3% increase each year.

attachments

CH

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

14-1



Assessment Advisors, LLC

736 N. Western Avenue, #393
Lake Forest, IL 60045

toll free phone & fax: 1-888-226-9585
www.IncomeApproach.com

May 23, 2016

Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

RE: IncomeWorks® Proposal & License for **Montgomery County, AL**

Mr. Henley:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Montgomery County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
 - ✓ Personal Property Allocation *(on multifamily and lodging properties)*
 - ✓ Separate Components
 - ✓ Compare to Cost
 - ✓ Obsolescence Analyzer
 - ✓ Tax Factor *(if you provide us with the average net tax rates for your jurisdiction)*
 - ✓ Expense Breakdown
 - ✓ Discounted Cash Flow *(interview driven and intuitive)*
 - ✓ Export saved reports to text file *(simply contact us via email whenever you need the export)*
 - ✓ Change *(make any modifications to existing reports)*
 - ✓ One Click Update & Mass Update to another year *(requires more than one data year)*
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Montgomery County base license fee for one data year:

IncomeWorks 2016 *(results as of October 1, 2016)* = **\$49,000**

For your initial purchase, we are pleased to offer two data years for the price of one:

IncomeWorks 2015 + 2016 *(results as-of October 1, 2015 and October 1, 2016)* = **\$49,000***

*If ordered & paid for now, IncomeWorks 2016 can be released in 50 days (or less) from receipt of \$49,000 payment; a significant savings compared to purchasing two data years separately. Quickly begin modeling with 2015 data. Payment now gives Montgomery County priority status in our schedule, and guarantees release of IncomeWorks 2016 during December 2016. This offer is made in consideration of the date of this proposal and the fact that this is your initial purchase.

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at 3% over the prior year base fee. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,
Assessment Advisors, LLC

Timothy VanKirk, MAI, President

INCOMETWORKS® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMETWORKS ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMETWORKS solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMETWORKS, accessing INCOMETWORKS, and using INCOMETWORKS, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMETWORKS program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
 - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
 - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
 - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
 - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMETWORKS Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software: a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property")

and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Dispute Resolution.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama between the Montgomery County Commission and Assessment Advisors, LLC.
12. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
13. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely in Illinois, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.

14. **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.

Accepted and Agreed

Assessment Advisors, LLC and the County have, through their duly authorized representatives, entered into this Software License Agreement. The parties have read and understood the terms of this Agreement and hereby agree, by their respective signatures, to the terms thereof.

Sign: _____ Date: _____

By: Timothy VanKirk
President - Assessment Advisors, LLC

Sign: _____ Date: _____

By: _____
Chairman - Montgomery County Commission



Assessment Advisors, LLC

toll free phone & fax: 1-888-226-9585

www.IncomeApproach.com

IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Montgomery County, Alabama.

IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

Assessment Advisors, LLC is the only provider of IncomeWorks.

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.

146



G. THOMAS SURTEES
Commissioner

State of Alabama Department of Revenue

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

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

November 17, 2005

MEMORANDUM

To: County Tax Assessors
County Revenue Commissioners
County Administrators

From: Bill Bass, Director
Property Tax Division

Subject: Contracts and Purchases Exempt from State Bid Law

There appears to be some confusion throughout the state as to what types of contracts and purchases may be exempt from the State Bid Law. The Department of Revenue has previously established the position that aerial photography, GIS/Mapping software, and conversion services are exempt from the State Bid Law. This position is based on the following established criteria:

Section 41-16-51(3) Code of Alabama 1975 exempts the following ... "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part"... The Department of Revenue's position is the converting of paper maps to a digital format and the acquisition of photography according to the specifications and requirements of ADOR has always been considered a personal service. The companies and individuals that provide these services must possess a high degree of professional skill.

Section 41-16-51(8) Code of Alabama 1975 exempts the following ... "Purchases of manuscripts, books, maps, pamphlets, or periodicals"... Obviously photography and GIS/Mapping systems are maps that are in a digital format rather than paper or mylar. As stated earlier the conversion of paper or mylar maps to a digital format fits the definition of the "purchase of maps" and aerial photography procurement is exempt from the competitive bid law because it becomes an integral part of the preparation, production and making of maps.

Section 41-16-51(11) Code of Alabama 1975 exempts the following ... "Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software"... GIS/Mapping software is custom software that cannot be purchased "Off the Shelf" as you would Microsoft Office Suite, Lotus 123, Word Perfect or any number of software packages that one would normally find in a commercial outlet such as Office Depot, Circuit City, or Best Buy. GIS or

Mapping software is specifically written to meet certain specifications such as those contained in the Alabama Department of Revenue Mapping Standards and Specifications. The GIS or Mapping software must be customized to produce the maps the ADOR requires.

For several years the Department of Revenue and The Examiners of Public Accounts have agreed that the purchase of Photography and Geographic Information Systems (GIS) also referred to as mapping systems is exempt from the competitive bid law under one or more of the above referenced code sections.

The Department of Revenue after consulting with the Examiners of Public Accounts and with their approval reaffirms our position that the purchase of aerial photography and the planimetric detail, conversion of mylar maps to a digital format, and the purchase of GIS/Mapping software is not a bid item and can be treated as a professional services contract or the purchase of custom software. If a county chooses to bid for these services they certainly may but are not required to bid. **The purchase of computer hardware in excess of \$7,500 remains subject to the State Bid Law.**

If you have any questions concerning this matter, please feel free to contact this office at 333-242-1525.

PC: Mike Scorggins, Examiners of Public Accounts
Linda Barrontine, Examiners of Public Accounts

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 27, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
9/27/16

SUBJECT: Approval of Lease Agreement for 0.30 Acre Lot on Meriwether Road
Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the lease agreement, between Swearingen Fence and Deck and Montgomery County, for a 0.30 acre lot as referenced above. This lot lies due east of our District Two Maintenance Office on Meriwether Road. This lot will be utilized strictly for employee parking. In the past, due to the limited amount of space at our maintenance facility, employees have parked along the road right-of-way.

GCS/jmk

Attachments

C: File

15-1

STATE OF ALABAMA

COUNTY OF MONTGOMERY

LICENSE AND INDEMNIFICATION AGREEMENT

This License and Indemnification Agreement (this "Agreement") is made and entered into on this the ____ day of July, 2016 to be effective as of the Commencement Date, by and between **J. BRENDON PARKMAN, KADRA G. PARKMAN and JOHN M. SWEARINGEN, JR.** (collectively, "Licensors"), and the **COUNTY OF MONTGOMERY**, a political subdivision of the State of Alabama ("Licensee").

WITNESSETH:

WHEREAS, Licensors are the tenant-in-common owners of that certain parcel of real property located at 4942 Pike Road, Pike Road, Alabama 36064 consisting of approximately .70 acres, more or less as depicted on Exhibit A attached hereto and made a part hereof (the "Property"); and,

WHEREAS, Licensors have heretofore leased approximately .40 acres of the Property as delineated on Exhibit A (the "Leased Area");

WHEREAS, Licensee is desirous of establishing a location to maintain and store its equipment on the Property;

WHEREAS, Licensors is desirous of granting unto Licensee a license to utilize the remaining portion of the Property, being approximately .30 acres as depicted on Exhibit A (the "License Area"), to provide a convenient place for the employees of the Licensee to park their vehicles.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee agree as follows:

1) **LICENSE** - Licensors hereby grant unto Licensee a license to occupy and use the License Area for the sole purpose of providing a vehicle parking lot for its employees. Licensee hereby agrees and acknowledges that this Agreement is not, and is not construed as, a lease of the License Area as it confers no leasehold interest therein and may be revoked by Licensors in accordance with the terms set forth herein. Licensee also understands and agrees that it has no rights to utilize the License Area beyond the Term set forth herein (except as set forth in Paragraph 2 below).

2) **TERM & REVOCATION** - The Term of this Agreement shall commence on the 16th day of February, 2016 (the "Commencement Date") and will expire on February 15, 2020, unless extended in writing by the parties hereto or earlier revoked by Licensors upon thirty (30) days' notice to Licensee upon the occurrence of any of the following:

a) Licensee fails to maintain the License Area in a clean and safe condition;

b) Licensee fails to observe or comply with all federal, state, municipal, local or other applicable laws, ordinances, rules, regulations and licensing or code requirements including, but not limited to, those dealing with the use, storage and disposal of hazardous materials;

c) Licensee fails to conduct its activities in a professional and lawful manner or does, or permits to be done, anything on the License Area that would obstruct or interfere with the rights of any tenant of the Leased Area or any party in possession of any adjacent property, or injure or annoy such parties, or permit any nuisance, or permit or suffer any waste in or about the License Area;

d) Licensee fails to keep the activities conducted on the Licensed Area fully and adequately insured with coverages for commercial general liability insurance covering bodily injury and property damage, all risk or special perils covering all personal property in or about the License Area;

d) Licensee abandons the License Area for more than thirty (30) days;

e) Licensee allows a lien to attach to the License Area for materials or services provided to or on behalf of Licensee;

f) Licensee attempts to assign or transfer any rights under this Agreement;

g) Any tenant of the Leased Area requires the use of the License Area for expansion of its business; or,

h) Lessor receives an offer to purchase the Leased Are which it desires to accept.

3) **ENTRY** - Lessors, their agents, employees or servants, shall have the right to enter the License Area (a) without notice, and by any means necessary, in the event of an emergency involving danger to person or property, (b) upon reasonable notice to Licensee to show the License Area to a potential purchaser, or (c) to perform any repairs or maintenance on the License Area.

4) **INDEMNITY** – To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Lessors, their agents, employees and servants from and against any and all claims, actions, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) in connection with the death of, or bodily or personal injury to, any person or any damage to or loss or destruction of any property arising or resulting from, out of or in connection with the use by the Licensee of the License Area or any part thereof or occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, contractors, invitees or guests.

5) **RELEASE** – Lessors shall not be responsible to Licensee for any injury to or death of Licensee's agents, employees and servants or any other person in the License Area ("Licensee Parties") or any damage to or loss or destruction of any property of Licensee Parties caused by or resulting from any cause whatsoever or any condition on the Licensed Area or for any injury or damages caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from Licensee's use of any part of the License Area. Licensee

Parties shall use and occupy the License Area **AT THEIR OWN RISK** and Licensee, on behalf of the Licensee Parties, hereby releases Licensors, their agents, employees and servants from any and all claims of liability of any and every kind whatsoever arising or resulting from or in any way connected with any loss of life, personal injury or property damage, no matter when or to whom same occurs, even if caused in whole or in part by the negligent acts or omissions of any party released hereunder, without being limited by any other provision of this Agreement.

6) **UTILITIES** – Any utilities required by the Licensee on the License Area during the Term shall be directly arranged and paid for by the Licensee.

7) **NOTICES** – All notices to Licensee hereunder may be delivered by personal hand delivery to Licensee, by U.S. Mail, registered or certified, return receipt requested (in which case notice shall be deemed to have been given three (3) days after deposit in the U.S. Mail) or by facsimile or electronic mail at the following addresses:

County of Montgomery

Attn: _____

Fax (334) _____

E-Mail: _____

8) **NO JOINT VENTURE** – Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

9) **ASSIGNMENT** – Licensee shall not assign or in any way transfer its rights under this Agreement. Any attempted transfer shall be null and void and shall result in a revocation of this Agreement.

10) **GOVERNING LAW** – This Agreement shall be governed by the internal laws of the State of Alabama without regard to its conflicts of law principles.

11) **MISCELLANEOUS** – This Agreement is the entire agreement between the parties hereto as to the subject matter hereof. If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall remain valid and effective. This Agreement may be amended and modified only in writing signed by Licensors and Licensee.

[Signatures appear on immediately following page]

Licensors and Licensee have executed, or caused to be executed by its duly authorized representatives, this Agreement as of the day and year set forth above.

LICENSORS

J. Brendon Parkman

Kadra G. Parkman

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that J. Brendon Parkman and Kadra G. Parkman, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily as of the date hereof.

Given under my hand this the ____ day of July, 2016.

NOTARY PUBLIC (SEAL)
My Commission expires: _____

[Signatures continue on following page]

John M. Swearingen, Jr.

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that John M. Swearingen, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily as of the date hereof.

Given under my hand this the _____ day of July, 2016.

NOTARY PUBLIC
My Commission expires: _____ (SEAL)

[Signatures continue on following page]

LICENSEE

**COUNTY OF MONTGOMERY,
ALABAMA**

By: _____

Its: _____

STATE OF ALABAMA

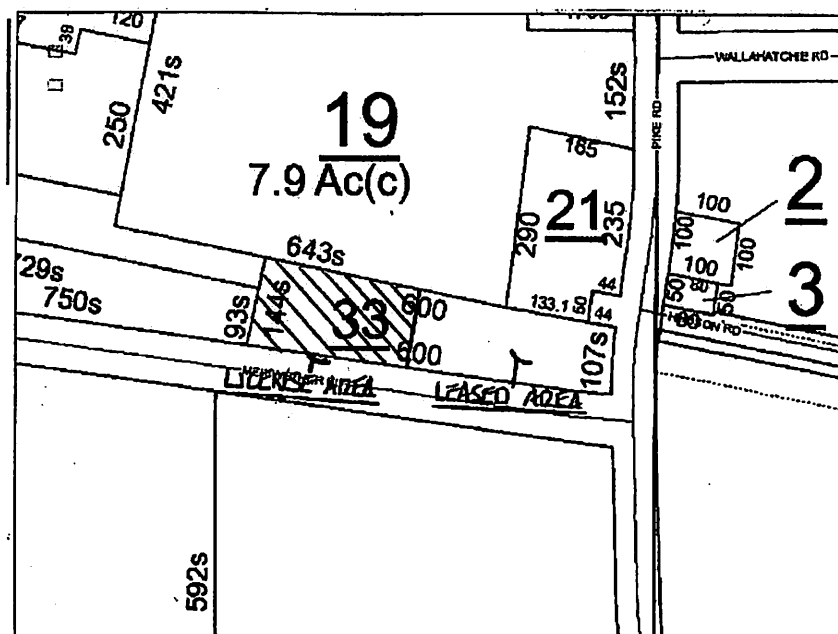
MONTGOMERY COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that _____, whose name as _____ of the County of Montgomery, Alabama, a political subdivision of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such _____ and with full authority, executed the same voluntarily on behalf of said political subdivision as of the date hereof.

Given under my hand this the _____ day of July, 2016.

NOTARY PUBLIC
My Commission expires: _____

Exhibit A



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 28, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Lease Agreement for .30 Acre Lot on Meriwether Road

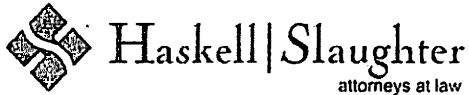
Attached is a memorandum from County Engineer George C. Speake and a License and Indemnification Agreement with J. Brendon Parkman, Kadra G. Parkman and John M. Swearingen, Jr., for a .30 acre lot on Meriwether Road. The Licensors' attorney drafted the License and Indemnification Agreement. Should you have any questions regarding this Agreement, please contact Mr. Speake.

Please review and issue an opinion by 2:00 p.m., Thursday, September 29, 2016, as to whether this Agreement is acceptable.

Thank you for your assistance regarding this matter.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 29, 2016

T TGM

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Lease Agreement for .30 Acre Lot on Meriwether Road

I have reviewed your memorandum dated September 28, 2016, regarding a Lease Agreement and Indemnification Agreement with J. Brendon Parkman, Kadra G. Parkman and John M. Swearingen, Jr., for a .30 acre lot on Meriwether Road.

It is my opinion that the County's standard dispute resolution language should be added to the above-referenced agreement as follows:

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

With the above language added, the agreement appears to be in order. This agreement will be binding on all parties, if executed.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Alcohol License Application from Applicant DolGenCorp, LLC

The Montgomery County Commission, at its meeting on September 12, 2016, agreed to place on the next agenda an Alcohol License Application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant DolGenCorp, LLC, for Dollar General Store 17394, located at 30 Johnny Shirley Road, Ramer, Alabama 36069.

Due to advertising issues, the Commission agreed to place this item on the October 17, 2016, agenda.

/tn

Attachment

161



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

August 25, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Dollar General
Request for Retail Beer & Table Wine (Off Premise)

After investigating the Dollar General located at 30 Johnny Shirley Road, Ramer, Alabama, I have no objection to them obtaining a retail beer and table wine (off premise) license.

If you have any questions, please do not hesitate to contact me or my assistant.

DC/crv

encls.

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

162



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160729155504926



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: DOLLAR GENERAL STORE 17394 Filing Fee: \$100.00

Applicant: DOLGENCORP LLC Transfer Fee:

Location Address: 30 JOHNNY SHIRLEY ROAD RAMER, AL 36069

Mailing Address: 100 MISSION RIDGE GOODLETTSVILLE, TN 37072

County: MONTGOMERY Tobacco sales: YES Tobacco Vending Machines: 0

Type Ownership: LLC

Book, Page, or Document info: A73 PAGE 173

Date Incorporated: 12/21/1973 State incorporated: KY County Incorporated: FRANKLIN

Date of Authority: 10/21/2008 Alabama State Sales Tax ID: R006106389

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

JAMES W THORPE 111066256 - TN	MANAGER	01/30/1959 FALL RIVER MASS	1120 CHLOE DR GALLATIN, TN 37066
LAWRENCE JOSEPH GATTA 118386892 - TN	DOLGEN LLC MGR	03/22/1960 NILES, OHIO	544 WINDSTONE BLVD BRENTWOOD, TN 37027

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

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

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

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

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

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

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

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

Contact Person: TRACY GRUBISIC

Business Phone: 615-855-4000

Fax: 877-364-4130

Home Phone: 615-855-4000

Cell Phone:

E-mail: TAX-BEERANDWINE@DOLLARGENERAL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

163



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160729155504926



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: THE BROADWAY GROUP LLC 256-533-7287
What is lessors primary business? PROPERTY MGMT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 9100 Display Square Footage:
Building seating capacity: 00000 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160729155504926

**Initial each****Signature page**

☐ LG

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

☐ LG

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

☐ LG

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

☐

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

☐

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

☐

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

☐ LG

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

☐ LG

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

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

☐ LG

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

Applicant Name (print):

Larry Gatta

Signature of Applicant:

[Signature]

Notary Name (print):

KATHY L. SCHULTZ

Notary Signature:

Kathy L. Schultz

Commission expires:

12-17-18

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Famous Hand

HOROSCOPE

yourself in direct
others with self
avert disaster at

South dealer.

North-South cards, the bidding went By HOLIDAY MATHIS

Ran by the owner by Volkert Inc., at their offices at 316 South McKenzie Street Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES
THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Gulf Shores, Alabama

and thereafter delivered to the Owner for consideration of approval to bid this project.

All interested General Contractors shall obtain AIA Document A305 from <https://documentsondemand.aia.org/> and written pre-qualification procedures and additional criteria from the Architect at wmccgarity@architectureworks.com. Participation by minority and women owned business enterprises (MWBE) is strongly encouraged.

The Work of the project includes, but is not limited to, construction of two pedestrian bridges over State Road 182, Perdido Beach Boulevard at Gulf State Park and all related work, as indicated on the Bid and Construction Documents. The project will be bid in a single bid package.

A PRE-BID CONFERENCE will be scheduled prior to bids being received. Attendance at the Pre-Bid Conference is Mandatory for all Prequalified General Contractor Bidders Intending to submit a Proposal, and is highly recommended for Subcontractors. Bids from Prequalified General Contractor Bidders who do not attend the Mandatory Pre-Bid Conference will be rejected.

Additional qualifications and requirements for Prequalified General Contractor Bidders and separate Subcontractors and Manufacturers are indicated in the bid and Contract Documents.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. The Owner reserves the right to reject any or all proposals, to waive technical errors, and to add additional bidders beyond the date stated above if, in their judgment, the best interests of the Owner will thereby be promoted.

The State of Alabama Department of

Prequalification Proposals shall be submitted in triplicate, and will be received on behalf of the Owner by Volkert Inc.; at their offices at 316 South McKenzie Street Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES
THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Gulf Shores, Alabama

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not identified in Proposal "A", "B" and "C" as indicated and specified. Proposal "E" for the furnishing and installation of all remaining work and materials as indicated and specified for the entire project.

All Contractors bidding this project shall be required to visit the sites and examine all existing conditions prior to submitting their proposal. All Bidders shall have general liability and workman's compensation insurance.

All Proposals shall be bid excluding taxes. If the Proposal Item is under \$50,000.00 dollars, a Contractor's license is not required, nor Performance, Statutory Labor and Material Payment Bonds. Submit proposal using the form furnished by the Architect or copies thereof - list Bid Item on this Form. No Proposal Item may be withdrawn after scheduled closing for receipt of bids for a period of sixty (60) days. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owners judgment, the best interests of the Owner will thereby be promoted.

If the Proposal or Bid Item exceeds \$50,000.00 dollars, the Contractor must be a licensed Contractor by the State of Alabama, and a certified check or Bid Bond payable to the Tallahassee City Board of Education in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal. Performance and statutory labor and material payment bonds will be required at the signing of the Contract.

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect. All bidders shall show such evidence by clearly displaying current license number on the outside of the sealed envelope in which the proposal is delivered.

Electronic images of the documents may be viewed on-line and printed by the Contractors and Suppliers by obtaining documents through the www.mckeeassoc.com web site, by contacting the Architect at mckeeplans@gmail.com for log-in information and password. Please provide company name, address, phone #, fax #, email address and GC License #. This is the only web site endorsed by the Architect. The Architect is unable to monitor, confirm and maintain websites that are beyond his control. Addendums shall be posted on the above web site. The Architect retains ownership and copyrights of the documents. If bidders require printed sets the following shall apply: Submit to the Architect a deposit of \$75.00 per set per project. The deposit shall be refunded less shipping charges for each set returned in reusable condition within ten days after bid opening.

All RFIs and RFA's regarding the bid documents shall be sent and addressed thru the following e-mail account: reamn@mckeeassoc.com. The Architect will not accept inquiries via telephone or fax. Completion Time: All work shall be completed per the Owner schedule.

Owner:
Mr. Wade A. Shipman, Superintendent
Tallahassee City Board of Education
308 King Street
Tallahassee, Alabama 36078
Phone: (334) 283-6864
Architect:
McKee and Associates
Architecture and Interior Design
631 South Hull Street
Montgomery, Alabama 36104
Phone: (334) 834-9933

Mont. Adv. 9/30 10/3 10/10

1622003



★ BEVERAGE PERMIT APPROVAL NOTICE

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

NAME: DOLLAR GENERAL STORE 17394
ADDRESS: 30 JOHNNY SHIRLEY ROAD
RAMER AL 36069
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M. OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

Mont. Adv. 10/10

1644413

★ LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL NOTICE

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

NAME: LEGRAND PACKAGE STORE
ADDRESS: 13893-A US HWY 331,
MONTGOMERY, AL 36105
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M. OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

Mont. Adv. 10/10

1642845

DAILY CROSSWORD

CROSSWORD

POET DUOS JUMBLE

THAT SCRAMBLED WORD GAME

by David L. Hoyt and Jeff Knepper

16-6

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Alcohol License Application from Applicant Jay Jalaram, Inc.

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda an Alcohol License Application for Lounge Retail Liquor-Class II (Package) License to Applicant Jay Jalaram, Inc., for LeGrand Package Store, Located at 13893 A US Hwy 331, Montgomery, Alabama 36105.

/tn

Attachment

17-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

September 13, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : LeGrand Package Store
Request for 011-Lounge Retail Liquor-Class II(Package) License

The Sheriff's Office has no objection to issuing a Lounge Retail Liquor License to LeGrand Package Store.

If you need anything further, please do not hesitate to contact me.

DC/crv

encls.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160809094455748



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: LEGRAND PACKAGE STORE **Filing Fee:** \$50.00

Applicant: JAY JALARAM INC **Transfer Fee:**

Location Address: 13893 A US HWY 331 MONTGOMERY, AL 36105

Mailing Address: 13893 A US HWY 331 MONTGOMERY, AL 36105

County: MONTGOMERY **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Type Ownership: CORPORATION

Book, Page, or Document info: CORP 238 PGE 425-428

Date Incorporated: 11/13/2002 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 11/13/2002 **Alabama State Sales Tax ID:** 510031089

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

PARESHKUMAR J PATEL 7534869 - AL	SECRETARY TREASURER	06/23/1971 INDIA	8901 DALLINGER COURT MONTGOMERY, AL 36117
SANJAYKUMAR J PATEL 7267313 - AL	PRESIDENT	07/18/1969 INDIA	8231 CHADBURN XING MONTGOMERY, AL 36116

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

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

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

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

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

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

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

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

Contact Person: SANJAY PATEL

Business Phone: 334-578-7897

Fax:

Home Phone: 334-328-9525

Cell Phone: 334-328-9525

E-mail: JAYJALARAMINC@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

173



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160809094455748



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **JAY JALARAM REALTY LLC 334-328-9525**
What is lessors primary business? **OWNS OTHER LICENSED LOCATIONS**
Is lessor involved in any way with the alcoholic beverage business? **YES**
Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

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

Will the business be operated primarily as a package store? **YES**
Building Dimensions Square Footage: **1025** Display Square Footage: **900**
Building seating capacity: **00000** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Location is within: **COUNTY** Police protection: **COUNTY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160809094455748



Initial each

S. J.
S. J.

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

S. J.

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

S. J.

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

S. J.

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

S. J.

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

S. J.

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

S. J.

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

S. J.

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

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

S. J.

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

Applicant Name (print): SANJAY PATEL

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160809094455748



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: OWNER IS LEASING THE BUILDING TO HIS OTHER CORPORATION AND OWNS OTHER LICENSED LOCATIONS.

Is there any further interest in, or connection with, the licensee's business by the lessor?: OWNER IS LEASING THE BUILDING TO HIS OTHER CORPORATION AND OWNS OTHER LICENSED LOCATIONS.

Famous Hand

South dealer.

Both sides are available at their offices at 316 South McKenzie Street, Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES
THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Gulf Shores, Alabama

and thereafter delivered to the Owner for consideration of approval to bid this project.

All Interested General Contractors shall obtain AIA Document A305 from <https://documentsondemand.aia.org/> and written pre-qualification procedures and additional criteria from the Architect at wmccgarity@architectureworks.com. Participation by minority and women owned business enterprises (MWBE) is strongly encouraged.

The Work of the project includes, but is not limited to, construction of two pedestrian bridges over State Road 182, Perdido Beach Boulevard at Gulf State Park and all related work, as indicated on the Bid and Construction Documents. The project will be bid in a single bid package.

A PRE-BID CONFERENCE will be scheduled prior to bids being received. Attendance at the Pre-Bid Conference is Mandatory for all Prequalified General Contractor Bidders intending to submit a Proposal, and is highly recommended for Subcontractors. Bids from Prequalified General Contractor Bidders who do not attend the Mandatory Pre-Bid Conference will be rejected.

Additional qualifications and requirements for Prequalified General Contractor Bidders and separate Subcontractors and Manufacturers are indicated in the Bid and Contract Documents.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. The Owner reserves the right to reject any or all proposals, to waive technical errors, and to add additional bidders beyond the date stated above if, in their judgment, the best interests of the Owner will thereby be promoted.

The State of Alabama Department of

North-South cards, the bidding went

Prequalification Proposals shall be submitted in triplicate, and will be received on behalf of the Owner by Volkert Inc.; at their offices at 316 South McKenzie Street, Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES
THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Gulf Shores, Alabama

and thereafter delivered to the Owner for consideration of approval to bid this project.

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HOROSCOPE

By HOLIDAY MATHIS

yourself in direct
others with self
avert disaster at

BEVERAGE PERMIT APPROVAL NOTICE

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

NAME: DOLLAR GENERAL STORE 17394
ADDRESS: 30 JOHNNY SHIRLEY ROAD
RAMER AL 36069
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M. OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

Mont. Adv. 10/10

1644413

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL NOTICE

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

NAME: LEGRAND PACKAGE STORE
ADDRESS: 13893-A US HWY 331, MONTGOMERY, AL 36105
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M. OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

Mont. Adv. 10/10

1642845

als not identified in Proposal "A", "B" and "C" as indicated and specified. Proposal "E": For the furnishing and installation of all work and materials as indicated and specified for the entire project.

All Contractors bidding this project shall be required to visit the sites and examine all existing conditions prior to submitting their proposal. All Bidders shall have general liability and workman's compensation insurance.

All Proposals shall be bid excluding taxes. If the Proposal Item is under \$50,000.00 dollars, a Contractor's license is not required, nor Performance, Statutory Labor and Material Payment Bonds. Submit proposal using the form furnished by the Architect or copies thereof - list Bid Item on this Form. No Proposal Item may be withdrawn after scheduled closing for receipt of bids for a period of sixty (60) days. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owners judgment, the best interests of the Owner will thereby be promoted.

If the Proposal or Bid Item exceeds \$50,000.00 dollars, the Contractor must be a licensed Contractor by the State of Alabama, and a certified check or Bid Bond payable to the Tallahassee City Board of Education in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal. Performance and statutory labor and material payment bonds will be required at the signing of the Contract.

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect. All bidders shall show such evidence by clearly displaying current license number on the outside of the sealed envelope in which the proposal is delivered.

Electronic images of the documents may be viewed on-line and printed by the Contractors and Suppliers by obtaining documents through the www.mckeeassoc.com web site, by contacting the Architect at mckeeplans@gmail.com for log-in information and password. Please provide company name, address, phone #, fax #, email address and GC License #. This is the only web site endorsed by the Architect. The Architect is unable to monitor, confirm and maintain websites that are beyond his control. Addendums shall be posted on the above web site. The Architect retains ownership and copyrights of the documents. If bidders require printed sets the following shall apply: Submit to the Architect a deposit of \$75.00 per set per project. The deposit shall be refunded less shipping charges for each set returned in reusable condition within ten days after bid opening.

All RFIs and RFA's regarding the bid documents shall be sent and addressed through the following e-mail account: rearn@mckeeassoc.com. The Architect will not accept inquiries via telephone or fax.

Completion Time: All work shall be completed per the Owner schedule.

Owner: Mr. Wade A. Shipman, Superintendent

Tallahassee City Board of Education

308 King Street

Tallahassee, Alabama 36078

Phone: (334) 283-6864

Architect:

Mckee and Associates

Architecture and Interior Design

631 South Hull Street

Montgomery, Alabama 36104

Phone: (334) 834-9933

Mont. Adv. 9/30 10/3 10/10

1622003



DAILY CROSSWORD

CROSSWORD

POET DUOS

JUMBLE

THAT SCRAMBLED WORD GAME

by David L. Hoyt and Jeff Knurek

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2017 Membership Dues to the Coosa-Alabama River Improvement Association, Inc.

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda payment of 2017 Membership Dues to the Coosa-Alabama River Improvement Association, Inc.

I am requesting approval of these dues.

DLM/tn

Attachment



Coosa-Alabama River Improvement Association, Inc.

Over 125 years of service to State and Nation

231 Montgomery Street, Suite 209
PO Box 388
Montgomery, AL 36101-0388
(334) 265-5744
Email: jsailors@caria.org
Website: www.caria.org

September 23, 2016

OFFICERS

Allen Henry
Chairman
Spanish Fort, Alabama

Kirk Milam
Vice-Chairman - Georgia
Rome, Georgia

Greg Norris
Vice-Chairman - Alabama
Monroeville, Alabama

Robert F. Henry, Jr
Secretary-Treasurer
Montgomery, Alabama

ADMINISTRATION

Jerry L. Sailors
President

Montgomery County Commission
Mr. Donald Mims, Administrator
PO Box 1667
Montgomery, AL 36102-1667

Donce
Dear ~~Mr.~~ Mims:

Enclosed is the invoice for membership dues to the Coosa-Alabama River Improvement Association for FY 2017 (Oct 1, 2016 – Sep 30, 2017). Please note the dues represent an increase of 10% over FY 2016 as directed by the CARIA Board of Directors, the first increase since 2010.

CARIA operates on membership dues, a state appropriation, and any revenue derived from annual meeting fees. As the current state appropriation is 40% of that received four years ago, membership dues are essential to the support and maintenance of the Association. These funds are used to promote CARIA's mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

Should you have any questions or concerns, please feel free to phone me at 334-265-5744. Your membership is important to us...and we hope CARIA is important to you.

Sincerely,

Jerry L. Sailors
President

*Thank you for your
strong support.*

Enclosure

RECEIVED
MONTGOMERY COUNTY
COMMISSION
2016 SEP 27 AM 11:34

PO Box 338
Montgomery, AL 36101-0388

Date	Invoice #
9/1/2016	2117

Due Upon Receipt			
Item	Description	Amount	
FY2017 Dues	October 1, 2016-September 30, 2017 Approximately 10% of Membership Dues are allocated to lobbying State and Federal governments.	3,650.00	
Total			\$3,650.00
Phone #	E-mail	Web Site	THANK YOU
(334) 265-5744	jsailors@caria.org	www. caria.org	

18-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

OCT 17 2016

October 17, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2017-6: Capri Community Film Society, Inc., for the Annual Summer Children's Matinees - \$1,000; (Hall)
- C-2017-7: Friendship Mission, Inc., for Programs at the Friendship Mission North Montgomery Shelter for Women and Women with Children - \$2,000; (Walker)

DLM/tll

19-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

OCT 17 2016

September 15, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer


9/15/2016

SUBJECT: Quitclaim Deed -- Crown Road (McRee Street), Ramer, AL

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Quitclaim Deed concerning Crown Road (McRee Street). This is a private road located west of Hobbie Road and north of AL 94 in Ramer.

To our knowledge the County never accepted this road for maintenance, and we have never done any maintenance work on this road. As a matter of fact, the County executed a similar Quitclaim Deed dated June 27, 1994, recorded at RLPY 1490 PAGE 0050 pertaining to the western portion of Crown Road (McRee Street).

GCS/gcs

Attachments

cc: File

20-1

QUIT-CLAIM DEED

STATE OF ALABAMA
COUNTY OF MONTGOMERY

WHEREAS, the Grantees own certain property abutting McRee Street lying East of Main Street as shown on the Map of McRee Subdivision in Ramer, Montgomery County, Alabama, as recorded in the Judge of Probate of Montgomery County, Alabama in Plat Book 4 at page 12; and

WHEREAS, Grantees have requested that Montgomery County grant them a quit-claim deed covering the Property described herein in order to remove any possible cloud on their title; and

WHEREAS, at a meeting of the County Commission of Montgomery County held on _____, 2016, an order approving the granting of a quit claim deed covering the Property to Grantees was duly adopted; and

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged **Montgomery County** does hereby remise, release, quit-claim, and convey to **John H. Ellison and Barbara A. Ellison** ("Grantees"), all its right, title, interest and claim, in or to the following described real estate, situated in Montgomery County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to all covenants, conditions, restrictions, reservations, rights-of-way and easements appearing of record and affecting said real property.

TO HAVE AND TO HOLD, the aforegranted premises to the said **John H. Ellison and Barbara A. Ellison**, their heirs and assigns, FOREVER.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed this _____ day of _____, 2016.

MONTGOMERY COUNTY

By: _____
Elton N. Dean, Sr.
Chairman of the Montgomery
County Commission

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, Notary Public in and for said County and State, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as such Chairman, and with full authority, executed the same voluntarily behalf of said Commission on the day the same bears date.

GIVEN under my hand this _____ day of September, 2016.

Seal

NOTARY PUBLIC

My Commission Expires: _____

Prepared By:
Matthew T. Ellis
Parnell & Crum, P.A.
P.O. Box 2189
Montgomery, AL 36102
MTe-16-482

** Preparer of this instrument is acting as scrivener only. No title search has been conducted**

EXHIBIT "A"

CROWN ROAD

PART OF McREE STREET

ALL THAT PART OF McREE STREET LYING EAST OF MAIN STREET AS SHOWN ON THE MAP OF McREE SUBDIVISION IN RAMER, MONTGOMERY COUNTY, ALABAMA, AS RECORDED IN THE JUDGE OF PROBATE OFFICE IN PLAT BOOK 4 AT PAGE 12, MORE ACCURATELY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON AXLE MARKING THE NORTHWEST CORNER OF LOT 17 OF SAID McREE SUBDIVISION; THENCE N9°38'24"E A DISTANCE OF 55.78 FEET; THENCE N88°31'08"E A DISTANCE OF 38.43 FEET; THENCE N89°03'44"E A DISTANCE OF 236.70 FEET TO A WOODEN CEMETERY FENCE; THENCE S0°23'04"E A DISTANCE OF 55.12 FEET; THENCE S89°00'31"W A DISTANCE OF 84.90 FEET; THENCE S89°03'44"W A DISTANCE OF 199.93 FEET BACK TO THE "POINT OF BEGINNING".

THUS DESCRIBING A TRACT OR PARCEL LAND LYING AND BEING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 NORTH, RANGE 18 EAST, MONTGOMERY COUNTY, ALABAMA, AND CONTAINING 0.35 ACRES, MORE OR LESS.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

September 28, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quitclaim Deed – Crown Road (McRee Street), Ramer, AL

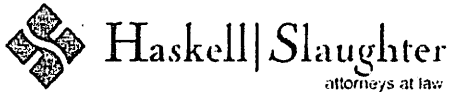
Attached is a memorandum from County Engineer George C. Speake and a Quitclaim Deed regarding Crown Road (McRee Street), Ramer, AL. It is my understanding that there are provisions in the state law regarding the conveyance of county roads to other parties. Should you have any questions regarding this Deed, please contact Mr. Speake.

Please review and issue an opinion by 2:00 p.m., Thursday, September 29, 2016, as to whether this Quitclaim Deed is acceptable.

Thank you for your assistance regarding this matter.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 29, 2016

TTC

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Quitclaim Deed – Crown Road (McRee Street) Ramer, AL

I have reviewed your memorandum dated September 28, 2016, regarding a Quit Claim Deed for Crown Road (McRee Street), Ramer, Alabama.

It is my opinion and according to George Speak's letter dated September 15, 2016, the County has never done work on this road and it is a private road. I see no problem in executing the Quit Claim Deed.

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

50051-317



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

OCT 17 2016

MEMORANDUM

TO : Mr. Donnie Mims
Montgomery County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

DATE : September 28, 2016

SUBJECT : 2009 Harley-Davidson FLHTP

The Montgomery County Sheriff's Office has a 2009 Harley-Davidson FLHTP surplus motorcycle that is in need of repair in excess of \$5,000.00 and does not plan to repair it.

I have spoken with Sheriff John Williams of Lowndes County Sheriff's Department and he is very interested in obtaining this motorcycle. We have agreed upon a price of \$1,500.00 to be paid in exchange for the motorcycle.

I am requesting that the Commission sell this motorcycle to Lowndes County Sheriff's Department. It needs a little work, but it will be good for what they want to do with it.

I am requesting that you all approve this request.

21-1

Lowndes County Sheriff's Department
PO Box 157
1 Washington Street
Hayneville, Alabama 36040
Office (334) 548-2151
Fax (334) 548-5900

Date: September 26, 2016

To: Donnie Mims, Administrator
Montgomery County Commission

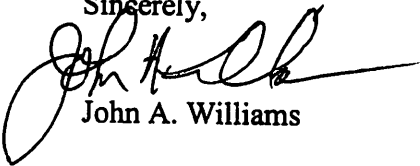
From: Sheriff John A. Williams

Ref: 2009 Harley-Davidson FLHTP

Mr. Mims

I am writing you this letter requesting the transfer of a 2009 Harley-Davidson FLHTP surplus motorcycle from the Montgomery County Sheriff's Office to the Lowndes County Sheriff's Office. The motorcycle in question is in need of repairs which exceed \$5,000.00. Our agency is willing to invest in the repair of this vehicle in order to start a motors division within our agency. Should you have any questions or require any assistance please feel free to call me or Chief Deputy Chris West at the above number.

Sincerely,



John A. Williams



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

OCT 17 2016

September 29, 2016

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission
From: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office
Subject: Reimbursement request for Kids and Kops Day

Several months ago, the Substance Abuse Youth Networking Organization (SAYNO) requested \$5,000 from the Montgomery County Commission to support a Kids and Kops Day program they were hosting at the multiplex. Commission members inquired about other funds secured through the City, etc. Mr. Anderson Graves (Executive Director, SAYNO) shared that the City was giving them \$5,000 as well. The Commission members expressed concern over the \$10,000 cost for a four hour event. Sheriff Cunningham shared that because of his experience with providing community programs and activities, the Montgomery County Sheriff's Office (MCSO) could shop for the items needed at a more economical rate. The Commission agreed to reimburse the Sheriff's Office for monies spent in support of this event. MCSO spent a total of \$3,017.03 in food, etc. for this annual event. Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I Thank you for your attention to this matter.

RW/dc

encls.

cc: Derrick Cunningham, Sheriff

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

22-1

Montgomery Cash & Carry

1761 Upper Wetumpka Road
Montgomery, AL 36107

(334) 265-9482

PC 1/2

PURCHASE ORDER NO. <u>2016-00064</u>		DATE <u>09-23-16</u>	
CUSTOMER <u>MONTGOMERY COUNTY COMMISSION</u>			
ADDRESS <u>(COUNTY SHERIFFS OFFICE)</u>			
CITY _____		STATE _____	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
13cs	49 PUNCH CAPRI SUN	8.90	115 70
22cs	35/CT COKE	11.99	263 78
22cs	35/CT SPRITE	11.99	263 78
3cs	7.7LB KINGSTON CHARLON	35.00	105 00
4/ea	32oz GULF LIFE STAMPER	3.69	14 76
3/ea	40oz LAUREN SEAS SALT	7.20	21 60
10cs	28 PK GATORADE (12oz)	14.50	145 00
3/ea	500CT FOIL SHEETS	11.90	35 70
5cs	50PK LAY'S REG CHIPS	14.50	72 50
5cs	104 PK LAY'S SCO CHIPS	35.00	175 00
5cs	104 PK FLAMIN' HOT CHIPS	35.00	175 00
1cs	40 CT FULL SIZE DP. ALUM. PANS	49.20	49 20
1/ea	100CT FOOD HANDLING GLOVES	4.65	4 65
	SUB		1441 67

ALL claims and returned goods MUST be accompanied by this bill.

CONT.

0980

Rec'd by

[Signature]

Montgomery Cash & Carry

1761 Upper Wetumpka Road
Montgomery, AL 36107

(334) 265-9482

P₃ 2/2

PURCHASE ORDER NO. <u>2016-00064999</u>		DATE <u>09-23-16</u>	
CUSTOMER <u>MONTGOMERY COUNTY COMMISSION</u>			
ADDRESS <u>(COUNTY SHERIFFS OFFICE)</u>			
CITY _____		STATE _____	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
25CS	40/4oz BEEF PATTIES	39.50	987	50
13CS	80/CT HOT DOGS	19.75	256	75
5CS	200/CT KETCHUP POUCH	8.35	41	75
5CS	200/CT MUSTARD POUCH	5.40	27	00
5/ea	500/PK NAPKINS	2.75	13	75
6/ea	250/CT #300 FOOD TRAY	10.30	61	80
1/ea	900/CT BOOK MATCHES	2.75	2	75
2/ea	SERVING TONGS	1.00	2	00
		SUB	1393	30
		SUB P ₃ .1	1441	67
		SUB P ₃ .2	1393	30
	GRAND TOTAL		2834	97

ALL claims and returned goods MUST be accompanied by this bill.

0981

Rec'd by

Regina W



CLUB MANAGER DAVID URAY
(334) 272 - 0277

MONTGOMERY, AL

09/23/16 07:28 9798 08106 011 3504

MONTG CO SHERIFFS OFFICE

E	30815 HAM BUNS	F	61.38 E
E	30819 HOT DOG BUNF		120.78 E
	SUBTOTAL		182.16
	TOTAL		182.16
	WALMART CREDIT TEND		182.16
ACCOUNT #	****	****	38 01 S
APPROVAL #	023831		
TERMINAL #	SC011296		

CHANGE DUE 0.00

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ITEMS SOLD 92

IC# 0683 6047 8140 7772 0051 0



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<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD WIN

ONE OF FIVE \$1,000 SAM'S CLUB SHOPPING CARDS

Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary. Visit

www.entrty.survey.samsclub.com for Official Rules,

the end date, and to enter without purchase.

Survey must be taken within TWO weeks of today.

Esta encuesta también se encuentra en español en la página de Internet.

Happy to Help

*** MEMBER COPY ***

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: September 19, 2016

RE: Invitation to Bid No. 53000-16B-037
Metal Pipe

I request approval of award on the above referenced Invitation to Bid, to the only bidder, Gulf Atlantic Culvert Co. Inc., in the amount of \$11,670.51, based on unit pricing for metal pipe, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer.

Attachment

METAL PIPE
Invitation to Bid: 53000-16B-037

Metal Pipe-Round and Arch
Bituminous Coated Galvanized Steel Pipe
Plain Galvanized Steel Pipe
Plain Aluminized Steel Pipe

				1	2	3	4	5	6	7
Size	Gauge	Arch Equiv. to Round	Corrugations	Bit. Coated Galv. Pipe per Foot	Bit. Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plan Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band Per Each	3:1 Bevel Cut per Pair
12"	16		2-2/3" X 1/2"	\$ 7.98	\$15.96	\$ 6.96	\$ 13.92	\$ 8.18	\$ 16.36	\$ 24.00
15"	16		2-2/3" X 1/2"	\$ 10.10	\$ 20.20	\$ 8.57	\$ 17.14	\$ 10.14	\$ 20.28	\$ 30.00
18"	16		2-2/3" X 1/2"	\$ 12.26	\$ 24.52	\$ 10.23	\$ 20.46	\$ 12.10	\$ 24.20	\$ 36.00
24"	16		2-2/3" X 1/2"	\$ 16.09	\$ 32.18	\$ 13.55	\$ 27.10	\$ 16.03	\$ 32.06	\$ 48.00
30"	14		2-2/3" X 1/2"	\$ 24.00	\$ 48.00	\$ 20.93	\$ 41.86	\$ 24.99	\$ 49.98	\$ 60.00
36	14		2-2/3" X 1/2"	\$ 28.20	\$ 56.40	\$ 24.24	\$ 48.48	\$ 29.91	\$ 59.82	\$ 72.00
42	14		3" X 1"	\$ 41.21	\$ 82.42	\$ 34.81	\$ 69.62	\$ 42.34	\$ 84.68	\$168.00
48	14		3" X 1"	\$ 46.87	\$ 93.74	\$ 39.67	\$ 79.34	\$ 48.24	\$ 96.48	\$ 192.00
54	14		3" X 1"	\$ 52.53	\$ 105.06	\$ 44.53	\$ 89.06	\$ 54.16	\$ 108.32	\$ 216.00
60	10		3" X 1"	\$ 120.83	\$ 241.66	\$ 107.65	\$ 215.30	\$ 121.64	\$ 243.28	\$ 240.00

1											2	3	4	5	6	7
Size	Gauge	Arch Equiv. to Round	Corrugations	Bit. Coated Galv. Pipe per Foot	Bit. Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plain Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band Per Each	3:1 Bevel Cut per Pair						
66	10		3" X 1"	\$ 121.71	\$ 243.42	\$ 109.98	\$ 219.96	\$ 127.65	\$ 255.30	\$ 264.00						
72	10		3" X 1"	\$ 123.26	\$ 246.52	\$ 111.45	\$ 222.90	\$ 134.16	\$ 268.32	\$ 288.00						
78	10		3" X 1"	\$ 143.50	\$ 287.00	\$ 120.66	\$ 241.32	\$ 144.75	\$ 289.50	\$ 312.00						
84	10		3" X 1"	\$ 154.22	\$ 308.44	\$ 129.81	\$ 259.62	\$ 157.32	\$ 314.64	\$ 336.00						
17"S X 13"R	16	15"	2-2/3" X 1/2"	\$ 11.20	\$ 22.40	\$ 9.85	\$ 19.70	\$ 11.94	\$ 23.88	\$ 30.00						
21"S X 15" R	16	18"	2-2/3" X 1/2"	\$ 13.36	\$ 26.72	\$ 11.56	\$ 23.12	\$ 14.26	\$ 28.52	\$ 36.00						
28"S X 20"R	16	24"	2-2/3" X 1/2"	\$ 17.04	\$ 34.08	\$ 14.79	\$ 29.58	\$ 18.90	\$ 37.80	\$ 48.00						
35"S X 24"R	14	30"	2-2/3" X 1/2"	\$ 25.55	\$ 51.10	\$ 22.40	\$ 44.80	\$ 28.46	\$ 56.92	\$ 60.00						
42"S X 29" R	14	36"	2-2/3" X 1/2"	\$ 31.34	\$ 62.68	\$ 27.54	\$ 55.08	\$ 34.07	\$ 68.14	\$ 72.00						
49"S X 33" R	14	42"	2-2/3" X 1/2"	\$ 36.58	\$ 73.16	\$ 32.24	\$ 64.48	\$ 39.68	\$ 79.36	\$ 84.00						
Total Cost of Each Item 1-7: Bit. Coated Galv. Pipe, Bit. Coated Galv. Band, Plain Galv. Pipe, Plain Galv. Band, Plain Alum. Pipe, Plain Alum. Band, 3:1 Bevel Cut				\$ 1,037.83	\$ 2,075.66	\$ 901.42	\$ 1,802.84	\$ 1,078.92	\$ 2,157.84	\$ 2,616.00						

Total Cost of All Items 1-7: \$ 11,670.51

13 Bids Mailed

23-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Gulf Atlantic Culvert Co. Inc., Tallahassee, Florida and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf Atlantic Culvert Co. Inc. agrees to furnish metal pipe for Montgomery County Commission in accordance with all provisions and specifications of Invitation to Bid No. 53000-16B-037, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf Atlantic Culvert Co. Inc. and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2017, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Gulf Atlantic Culvert Co. Inc. shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Gulf Atlantic Culvert Co. Inc. upon request by Montgomery County Commission.
4. That Montgomery County Commission or Gulf Atlantic Culvert Co. Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Gulf Atlantic Culvert Co. Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Gulf Atlantic Culvert Co. Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf Atlantic Culvert Co. Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of

action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Gulf Atlantic Culvert Co. Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf Atlantic Culvert Co. Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17TH day of October, 2016.

WITNESS:

GULF ATLANTIC CULVERT CO. INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 17 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: September 19, 2016

RE: Invitation to Bid No. 52110-16B-038
Footwear

I request approval of award on the above referenced Invitation to Bid to Gulf States Distributors for item number 1,2,3,4,5,6,8 and 11 in the amount of \$11,672.80, based on unit pricing; Azars Uniform for item number 7,9,10 and 12 for the amount of \$5,910.00, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 28 BIDS MAILED					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-16B-038					Gulf States Distributors P. O. Box 241387 Montgomery, AL 36177 Attn: Theresa Floyd (334) 271-2010		Azars Uniforms 5767 Carmichael Rd. Montgomery, AL 36117 Attn: Jamie Parker (334) 244-1133		TJA Police Products NO BID		Lawmen's Shooters' Supply NO BID		Nafeco NO BID	
DATE ISSUED: 8/19/2016														
DATE OPENED: 9/9/2016														
REQUESTING DEPARTMENT: Montgomery County Sheriff's Office														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	5.11 ATAC 8" Side ZIP Boot	EA	20		\$75.95	\$ 1,519.00	\$78.00	\$1,560.00						
	Style: 12001													
2	Under Armour Steel Toe Work Boot	EA	20		\$88.95	\$ 1,779.00	\$115.00	\$2,300.00						
	Style 1257847													
3	Rocky AlphaForce Side Zip Waterproof Boot	EA	20		\$75.95	\$ 1,519.00	\$110.00	\$2,200.00						
	Style:FQ0002173													
4	Rocky Fort Hood 8" Zipper Waterproof Duty Boot	EA	20		\$72.95	\$ 1,459.00	\$82.00	\$1,640.00						
	Style: FQ0002149													
5	Rocky High Gloss Dress Leather Oxford Shoe	EA	20		\$57.95	\$ 1,159.00	\$65.00	\$1,300.00						
	Style: FQ00510-8													
6	Bates Lites Black Oxford High Gloss Shoe	EA	20		\$96.95	\$ 1,939.00	\$110.00	\$2,200.00						
	Style: E00942													

Notes:

Gulf States: Item# 2 gave different stlye number: 127351, Items # 7,9,10 and 12 NO BID

Azars: Item# 8 No Bid

24.2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-16B-017					Gulf States Distributors P. O. Box 241387 Montgomery, AL 36177 Attn: Theresa Floyd (334) 271-2010		SP Designs Mfg. Inc. 1215 SE 10th St. Cape Coral, FL 33990 Jabari Davis		TJA Police Products NO BID		Lawmen's Shooters' Supply NO BID		Nafeco NO BID	
DATE ISSUED: 8/19/2016														
DATE OPENED: 9/9/2016														
REQUESTING DEPARTMENT: Montgomery County Sheriff's Office														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Throgood Steel Toe Work Shoe	EA	20			No Bid	\$140.00	\$2,800.00						
	Style: 804-6905													
8	Under Armour Mirage Shoe	EA	20		\$106.95	\$ 2,139.00		No Bid						
	Style: 1201539													
9	Justin Wellington Boot	EA	2			No Bid	\$185.00	\$370.00						
	Style: 3040													
10	Justin Classic Roper Boot	EA	2			No Bid	\$190.00	\$380.00						
	Style: 3170													
11	Rocky 10" Work Boot	EA	2		\$79.90	\$ 159.80	\$95.00	\$190.00						
	Style: 6300													
12	Chippawa Motor Boot	EA	8			No Bid	\$295.00	\$2,360.00						
Total Cost of Items 1 - 12						\$11,672.80		\$17,300.00						

Notes:

24-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Gulf States Distributors, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors owns and operates a business and agrees to furnish footwear for Montgomery County Sheriff's Office. Items 1,2,3,4,5,6,8 and 11 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52110-16B-038, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2016, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
5. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
6. That Gulf States Distributors agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees,

agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of October, 2016.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Azars Uniform, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Azars Uniform owns and operates a business and agrees to furnish footwear for Montgomery County Sheriff's Office. Items 7,9,10 and 12 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52110-16B-038, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Azars Uniform and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2017, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Azars Uniform shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Azars Uniform shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
5. That Montgomery County Commission or Azars Uniform may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
6. That Azars Uniform agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Azars Uniform, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the

negligent acts or omissions of contractor, its employees, agents and officers. Azars Uniform agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Azars Uniform also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of October, 2016.

WITNESS:

AZARS UNIFORM

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *PLM*
County Administrator

SUBJECT: Payment of Invoice from Goodwyn, Mills and Cawood, Inc., regarding
ALTA/NSPS Boundary Survey for Project RUMBA Montgomery County
Industrial Park

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda payment of Invoice from Goodwyn, Mills and Cawood, Inc., regarding ALTA/NSPS Boundary Survey for Project RUMBA Montgomery County Industrial Park in the amount of \$10,000.

I am requesting that the County Commission approve payment of this invoice.

DLM/tn

Attachment



GOODWYN | MILLS | CAWOOD

Montgomery County Commission
P.O. BOX 1667
MONTGOMERY, AL 36102

September 6, 2016

Invoice No: CMGM1601321

Due Date: October 6, 2016

Project CMGM160132 RUMBA Montgomery County Industrial Park ALTA

ALTA/NSPS Boundary Survey

Fee 10,000.00

Total this Invoice \$10,000.00

2016 SEP 16 AM 9:10
0091107



GOODWYN | MILLS | CAWOOD

6/20/16

PROJECT RUMBA
MONTGOMERY INDUSTRIAL PARK
MONTGOMERY AREA CHAMBER OF COMMERCE
JUSTIN SMYTH

ALTA/NSPS LAND TITLE SURVEY FOR A 37 ACRE PARCEL OF LAND (PARCEL #0901124000001000) IN MONTGOMERY INDUSTRIAL PARK AND LOCATED IN SECTION 12, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to take this opportunity to offer this proposal for our surveying services for the above-referenced project. Based upon recent discussions and available information, GMC is prepared to provide you Professional Land Surveying in accordance with the following:

Scope of Work: ALTA/NSPS Land Title Survey

- Provide an ALTA/NSPS Land Title Survey containing Table A items: 1,2,3,4,6(a) and (b),7(a),8,9,11,13,16,19, for a parcel of land located in Section 12, T-16-N, R-19-E, located in Montgomery County, Alabama and referenced above, in accordance with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys.
- Survey datum will be referenced to the Alabama State Plane Coordinate System, East Zone, NAD 83 (2011), U.S. Survey Feet.
- All site improvements, visible structures, and visible utilities within the survey limits will be shown.
- Any Encroachments across property lines will be shown.
- All work will be performed by in-house GMC personnel.

Deliverables

- GMC will provide an electronic PDF of the survey for review and comments.
- GMC will provide signed and sealed hard copies of the final survey as needed according to the distribution list.

Exclusions/Request

- GMC will need permission to access the property.
- Visible utilities will be shown as approximate on survey.
- No other Table A items are included in this survey.
- Any additional Table A items required can be provided for an additional fee.

Schedule

- Field work to commence within 8-10 business days after receiving the notice to proceed and permission to access the property.
- The preliminary survey for review and comments will be completed 2-3 weeks after starting the field work, sooner if possible. Delivery date of the Final survey will depend on when the Title Commitment and all supporting documents are received. A period of up to 5 days may be needed after receipt of the updated Title Commitment and any comments or request from the attorneys to complete the final survey. Delivery date is also pending weather, site conditions and any unforeseen complications that may occur during the survey in which the client will be notified.

Fee/Billing

- Fee for the ALTA/NSPS Survey: \$10,000.00

GOODWYN, MILLS AND CAWOOD, INC.

2660 EastChase Lane, Suite 200
Montgomery, AL 36117
Tel 334.271.3200 Fax 334.272.1566
GMCNETWORK.COM

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

25-3



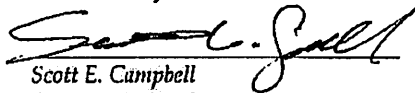
Payments are due 30 days upon receipt unless otherwise agreed upon between CLIENT and GMC. If payment is not received within thirty (30) days from date of the receipt, a finance charge computed at 1 1/2 % per month, calculated from said thirtieth (30th) day will apply. Should GMC incur attorney's fees for collection of payment, the amount owed to GMC shall include any and all said fees. Failure to make payment within ninety (90) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, GMC reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

General Terms and Conditions

- **Documents Provided By CLIENT:** CLIENT agrees to provide GMC with any and all documents necessary to perform services identified in this Agreement. In acceptance of this Agreement, GMC shall not be found liable for any damages that occur from said performed services as a result of omissions or errors in such documents.
- **Additional Services:** CLIENT agrees that if services not specified in this Agreement are provided at CLIENT's or authorized representative's request, CLIENT shall pay for all such services as extra work at the appropriate hourly rates.
- **Attorney's Fees:** If GMC is a prevailing party in any legal proceeding arising from or related to this Agreement, GMC shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- **Limitation of Liability:** GMC's total liability to CLIENT under this Agreement shall be limited to the total amount of compensation received for said surveying services by GMC.
- **Entire Agreement of Parties:** This Agreement contains the entire agreement of the parties and cannot be changed except by written agreement signed by both parties.

If this proposal is acceptable please sign below and return along with Billing Information. Thank you for this opportunity and I look forward to hearing from you soon.

Submitted by:


Scott E. Campbell
Goodwyn/Mills/Cawood, Inc.

Approved by:

Justin Symth
Montgomery County Chamber of Commerce

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

BUDGET FORM 5

AGENDA

OCT 17 2016

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	9/28/2016
DATE:	9/28/2016	Finance Director		Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	120-51985-211	63,000	(3,400)	59,600
Subscriptions	120-51985-409	3,500	3,400	6,900
TOTAL BUDGET CHANGE		66,500	0	66,500
TOTAL 2017 APPRAISAL BUDGET		2,887,587	0	2,887,587

Reclassify \$3,400 in subscription cost from the office supply budget.

MONTGOMERY COUNTY COMMISSION **AGENDA**

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

OCT 17 2016

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	10/11/2016
DATE:	10/3/2016		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
AUM Dixie Baseball	001-57201.498	0	8,000	8,000
Donation Revenue	001-40000.47701	(39,500)	(8,000)	(47,500)
TOTAL		(39,500)	0	(39,500)

JUSTIFICATION:

To provide funding for the AUM Dixie Baseball Program.

ELTON N. DEAN, SR.
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DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
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AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda a Position Fill Request for Corrections Officer Sergeant (CO0421), Position Number 53, from the Detention Facility.

I am requesting approval of this item.

/tn

Attachment

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

Status: Routed to County Commission

Date Requisition Created: 9/13/2016 3:06:34 PM

Requisition ID: 1204

Requisition Properties

Start Date	9/13/2016		Position Number	
Desired Hire Date	9/26/2016		Recruitment Number	
Position Type	Promotional	☐	Prefer Position(s) to be Filled By	☐

Department and Class Information

Department Name	☐	SelBudget	☐	Job Class Code and Title	☐
Detention Facility	☐	50 - DETENTION FACILITY	☐	CO0421 - Corrections Office	☐
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☐	Select Job Class and Job Title			☐

List Requirements

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

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

Notes

Position # 053 - Replacement of Patrice Turner

[View Details](#)**Requisition Supporting Information**

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY	COUNTY USE ONLY		
Manpower Data Entered By	Manpower Data Entered On		

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AGENDA

OCT 17 2016

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request from Sheriff's Office

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda a Position Fill Request for Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 93 from the Sheriff's Office.

I am requesting approval of this item.

DLM/tn

Attachment

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

Status: Routed to County Commission

Date Requisition Created: 9/20/2016 8:19:55 AM

Requisition ID: 1211

Requisition Properties

Start Date	9/20/2016		Position Number	-
Desired Hire Date	10/11/2016		Recruitment Number	-
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Sheriff	☒	Sel Budget	55 - SHERIFF	☒	Job Class Code and Title	CO0431 - Deputy Sheriff	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee	☒			

List Requirements

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

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

Notes

Position #093 - Replacement of Cynthia Caldwell

[View Details](#)**Requisition Supporting Information**

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes	 		
COUNTY USE ONLY	COUNTY USE ONLY		
Manpower Data Entered By	Manpower Data Entered On		

29.2

OCT 17 2016

Memo

To: County Commission

From: Lou Ialacci 

CC: Donnie Mims, Florence Cauthen, Tammy Nix

Date: September 27, 2016

Re: Position Fill Request for Information Systems

The position of IT Engineer Systems in the Information Systems Department was vacated August 31, 2016 when Pat Richards retired. This is a critical position needed to maintain existing applications and implement new systems. The position is in the FY 2017 budget.

- Position Title: IT Engineer/Systems
- Position number: 22027200
- Proposed Effective Date: 12-01-16
- Type of Appointment: Permanent
- Recruiting: Open and Competitive Register
- Pay Grade: A09, Step 1 at \$50,657

The electronic copy has been initiated. I request the Position Fill Request be placed on the October 3, 2016 Briefing Memo for the work session as a future agenda item.

Thank you for your consideration 

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

Status: Routed to County Commission

Date Requisition Created: 9/27/2016 9:07:55 AM

Requisition ID: 1216

Requisition Properties

Start Date	9/27/2016		PositionNumber	220272002
Desired Hire Date			Recruitment Number	-
Position Type			Prefer Position(s) to be Filled By	
Open Competitive		☒	Open Competitive	☒

Department and Class Information

Department Name	SelBudget	Job Class Code and Title
County Commission/Information Systems ☒	22 - COUNTY COMMISSION /INFORMATION SYSTEMS ☒	C ☒
Override Dept Name	Certify Register from Alternate Job Class	
Select Department ☒	Select Job Class and Job Title	☒

List Requirements

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

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

Notes

Request register for the shortest time period possible

[View Details](#)**Requisition Supporting Information**

Proposed		County
Effective 10/31/2016	Pay Grade A09	Payroll
Date of Hire		Number

Notes

This is to replace Patrick Richards. Critical position that must be filled to maintain important county application systems.

COUNTY
USE ONLY
Manpower

COUNTY
USE ONLY
Manpower



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AGENDA

OCT 17 2016

September 29, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen *FC*
Deputy Administrator

SUBJECT: Parks and Recreation Department

At the request of County Administrator Donald Mims, Personnel is reviewing the Parks and Recreation Department. Personnel has recommended the establishment of a position for a Parks and Recreation Director and will continue its review of the Department to determine the appropriate positions to support the Director.

I request that the establishment and allocation of a Parks and Recreation Director and related position fill request (to be opened promotional only to allow the County to promote from within), subject to approval by the City-County Personnel Board, be placed on a future agenda.

Attachment

31-1

COUNTY PARKS AND RECREATION DIRECTOR

FLSA: Exempt
Pay Grade: A10

CO0339
07.20.16

NATURE OF WORK: The fundamental reason this position exists is to provide organizational leadership and direction for the County Parks and Recreation Department. The essential functions of the position include the following: planning, organizing, and directing the County's Parks and Recreation functions; researching, developing and implementing goals, objectives, policies, procedures, and priorities; evaluating services; developing short and long range plans; managing the issuance of service contracts; preparing and maintaining a budget; managing and supervising employees; developing relationships and serving as liaison; managing special projects; and conferring with management. The position reports directly to the Deputy County Administrator who holds the incumbent responsible for the effective and efficient operation of all departmental programs.

WORK RESPONSIBILITIES:

*Manages the County's Parks and Recreation internal and external functions which includes planning, organizing, and directing physical, human, and financial resources in order to ensure continued and efficient recreational services for Montgomery County.

*Researches equipment, methods, new ideas, etc. in anticipation of developing goals, policies, procedures, plans, contracts, etc.

*Participates in the development and implementation of standards, goals, objectives, policies, procedures, and priorities in order to meet the parks and recreation needs of the County and its employees.

*Develops relationships and serves as liaison internally and externally with stakeholders such as the Parks and Recreation Board, department heads, elected officials, county employees, service providers, intergovernmental agencies, and citizens in order to establish open communication, handle complaints and requests, coordinate activities, and establish and maintain effective working relationships.

*Confers with management to keep them informed on key issues and progress toward objectives and to gain their support and approval.

*Evaluates the services provided by Parks and Recreation and its employees in order to identify opportunities for improving services.

*Supervises the work of employees to include evaluating work performance, providing guidance and monitoring subordinate performance standards in a fair and impartial manner in order to provide assistance, discipline, motivation, or counsel and to ensure work is being performed correctly and in a timely manner.

*Manages the issuance of service contracts and delivery of services related to parks and recreation which includes developing specifications, projecting budget needs, and bid development and selection.

*Coordinates the preparation of a consolidated parks and recreation budget and maintains cost controls to ensure compliance with budget constraints.

*Manages special projects, to include facility and park construction, as assigned by supervisor to provide effective and efficient services to the citizens of Montgomery County.

KNOWLEDGE, SKILLS, AND ABILITIES: Knowledge of youth and adult recreational programs and operations as needed to identify effective programs for possible use in the county and to develop and manage the City of Montgomery's recreational activities.

Knowledge of general building maintenance and facility operations as needed to maintain the parks and recreation structures in proper condition.

Knowledge of materials, methods, equipment, manpower, and programming used in Parks and Recreation department operations.

Knowledge of laws, ordinances, regulations and statutes which govern Parks and Recreation functions.

Knowledge of project management principles including contract management and cost analysis.

Knowledge of strategic planning principles.

Knowledge of the organization, interrelationships and operations of the parks and recreation department.

Knowledge of modern management methods as applied to county administration.

Knowledge of local, state and federal laws, regulations or procedures pertaining to employment such as hiring, discipline, termination, working conditions and handling employee complaints.

Knowledge of the principles and practices applied to the organization, management, and administration of Parks and Recreation programs and services.

Knowledge of principles and practices of budget administration.

Knowledge of financial management and fiscal planning procedures.

Knowledge of personnel management and supervision principles as needed to manage employees at all levels to include delegation, evaluating their performance, counseling and assigning human resources.

Skill in oral communication as needed to explain policies and procedures, discuss problems, and to address civic groups or the media.

Skill in written communication as needed to prepare or review written documentation, develop policies and procedures and prepare reports or correspondence.

Ability to organize, plan, assign and direct the activities of a group of diverse employees performing a variety of administrative and service activities.

Ability to maintain discipline and earn the respect and confidence of subordinates.

Ability to establish effective working relationships with staff, City, County and State officials, dignitaries and the public.

Ability to plan and implement short and long range plans as needed to reach established

goals.

Ability to establish and implement effective community/public relations programs as needed to communicate the county's Parks and Recreation programs to the public.

Ability to identify needs in terms of staff development programs and to establish and implement effective employee relations.

Ability to read and understand complex legal and technical material such as laws, regulations, and manuals.

Ability to make difficult decisions under time constraints to ensure the best procedure is implemented.

Ability to gather information and facts, analyze information and staff input and to make decisions regarding the county's Parks and Recreation department policies, procedures, operations and long range plans.

Ability to consider the facts in order to make fair decisions or take appropriate action without interference or personal bias.

Ability to identify legal concerns and to analyze the legal and practical implications of decisions and actions and to make difficult decisions regarding parks and recreation operations while ensuring compliance with local, state and federal laws or guidelines.

Ability to balance competing interests and to make decisions which will benefit the city.

Ability to enforce rules and regulations and to administer disciplinary action to include counseling employees on expected job performance or firing employees.

Ability to garner support and cooperation from staff and volunteers in order to implement the policies and programs aimed at improving parks and recreation's services.

Ability to handle multiple projects and tasks simultaneously.

Ability to prioritize projects and tasks as needed to accomplish goals and meet deadlines.

Ability to be diplomatic in handling irate citizens as needed to resolve complaints and problems.

Ability to coordinate multiple county department efforts as needed to complete projects and plan for special events.

MINIMUM QUALIFICATIONS: Must have a Bachelors Degree in Recreation Administration, Public Administration, Business Administration or closely related field. Must have five (5) years of Parks and Recreation high level managerial and supervisory experience to include policy and procedure administration.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Janet Buskey/Revenue Commissioner
Re: Travel / Training Request

AGENDA
OCT 17 2016

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 26, 2016 Return Date: October 28, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Exemptions and Abatements Course

Traveler (s) Name: 1. Donna Williams 4. _____
2. Thomas Bell 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$500.00
Department Name: Revenue Commission Fund Name: 001-51500-.265
Additional Comments: Course Fee: \$250.00 per person

TOTAL EST. COST: \$500.00

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,400.00</u>	
Approved Requests:	<u>\$851.51</u>	
Budget Available:	<u>\$3,548.49</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$3,048.49</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 10/13/2016
cc: Finance Director / Buyer

32-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Date: October 7, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA
OCT 17 2016

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: January 30, 2017 Return Date: February 3, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend 911 Board Conference

Traveler (s) Name: 1. Juan Jerry 4. _____
2. James Smith 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,830.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,830.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$5,300.00</u>
Budget Available:	<u>\$19,700.00</u>
Current Requests:	<u>\$1,830.00</u>
Budget Balance:	<u>\$17,870.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/11/2016

cc: Finance Director / Buyer

32-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA
OCT 17 2016

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: October 25, 2016 Return Date: October 26, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend 911 Program conference

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

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$175.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$2,030.00</u>	
Budget Balance:	<u>\$17,670.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

323

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: January 2, 2017 Return Date: January 17, 2017
Conference Leave (Days / Hours): 12 Days
Purpose of Travel: attend 911 Program conference

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

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$175.00

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

Additional Comments: _____

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$2,230.00</u>	
Budget Balance:	<u>\$17,470.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

32-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: October 31, 2016 Return Date: November 3, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend drone training

Traveler (s) Name: 1. Robert Irsik 4. _____
2. Scott Cone 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: 0.00*

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

Additional Comments: *AOG (Alzheimer's) paying registration fees
Food and fuel expenses are the only expected expenses

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$2,530.00</u>	
Budget Balance:	<u>\$17,170.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

32-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT 17 2016

Date: October 5, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 26, 2016 Return Date: October 28, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Exemptions and Abatements (20 hrs)

Traveler (s) Name: 1. LaNitra Lee 4. _____
2. Antreece Stringer 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Appraisal

Additional Comments: Registration: \$500.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 is authorized.

To be completed by the Finance Department

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

Description: Registration & Training

Current Budget: \$30,000.00

Approved Requests: \$1,314.64

Budget Available: \$28,685.36

Current Requests: \$500.00

Budget Balance: \$28,185.36

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT 17 2016

Date: October 3, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 401 Beacon Pkwy, Birmingham AL
Departure Date: November 3, 2016 Return Date: November 3, 2016
Conference Leave (Days / Hours): one day
Purpose of Travel: To Attend ADOC Community Corrections New Staff Member Workshop

Traveler (s) Name: 1. Amberly Tutt-Lewis 4. _____
2. Jeffery Solomon 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Registration/Training

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$1,510.00</u>	
Budget Available:	<u>\$7,490.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$7,340.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 6, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: 6000 Atlanta Hwy Montgomery, AL 36117
Departure Date: October 18, 2016 Return Date: October 18, 2016
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend 17th Annual Alabama Attorney General's Law Enforcement Summit

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. Jonathan Benton 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$1,510.00</u>	
Budget Available:	<u>\$7,490.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$7,340.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-8