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ISAIAH SANKEY  
DOUG SINGLETON



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

August 3, 2017

## MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Information pertaining to the August 7, 2017  
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, August 7, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packets is an Engagement Letter from the Examiners of Public Accounts with information pertaining to the Federal Single Audit. It also contains a Fraud and Related Party Transactions Letter, which requires a response from each Commissioner. **I will provide a draft response letter to you at Monday's meeting.**

The Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 21, 2016, at their office immediately following the Commission meeting.

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

1. County Commission Information Session Schedule for August 7, 2017

### Waived Rules Items to Consider for August 7, 2017

2. Consider Authorization of Resolution for Resurfacing Pike Road from Wallahatchie Road to U.S. 80 (5.851 Miles), Project No. MCP 51-77-16, Engineering Department
3. Consider Authorization of Change Order Number 1 to Contract with Stallings & Sons, Inc., to Replace the Existing Fire Alarm System Panels in Annex I at a Cost of \$41,200.45, County Commission

**Items to Consider for the August 21, 2017 Montgomery County Commission Regular Meeting Agenda**

4. Consider Authorization of Stakeholder Sharing License Agreement with the Alabama Department of Transportation regarding Viewing of Live Video Images, subject to recommendations by County Attorney, Sheriff's Office
5. Consider Authorization of Amendment Number 1 to Contract with Gulf States Distributors regarding a One (1) Year Extension and 5% Pricing Increase for Footwear, Sheriff's Office
6. Consider Authorization of Amendment Number 1 to Contract with Stivers Ford Lincoln regarding a One (1) Year Extension and 5% Pricing Increase for Oil Change and Tire Rotation Services, Sheriff's Office
7. Consider Authorization of Resolution for Resurfacing Old Selma Road (3.9 Miles), Project No. MCP 51-81-17, Engineering Department
8. Consider Authorization of Resolution for Resurfacing Cloverfield/Federal Road (3.0 Miles), Project No. MCP 51-82-17, Engineering Department
9. Consider Authorization of Resolution for Resurfacing Lower Wetumpka/Anderson Road (5.3 Miles), Project No. MCP 51-83-17, Engineering Department
10. Consider Authorization of Amendment Number 1 to Contract with Forterra Pipe & Precast regarding a One (1) Year Extension for Concrete Pipe, Engineering Department

**General Information**

11. Copy of Montgomery Dragonboat Race & Festival Sponsorship Guide (**On 7/5/16, the Commission approved a Budget Change in the Amount of \$5,000 for the Montgomery Dragonboat Festival**)
12. Copy of Letter from Chaplain Curtis Browder with Faith Crusades Montgomery Rescue Mission requesting Funding in the Amount of \$50,000 for Feeding Program (**On February 16, 2016, Chairman Dean and Commissioner Harris appropriated \$1,000 from each of their account and Vice Chairman Walker, Commissioner Hall and Commissioner Williams appropriated \$500 from each of their account for the At-Risk Youth Program, "I Am More Than". The Commission approved a Budget Change in the Amount of \$5,000 for the same event, for a total appropriation of \$8,500. On January 20, 2015, Vice Chairman Walker appropriated \$500 from her account and Commissioner Harris appropriated \$1,000 from his account for Two Events to be held during the 50<sup>th</sup> Anniversary of the Selma to Montgomery Voting Rights March for a total of \$1,500. The Commission approved a Budget Change in the amount of \$9,000 for these two events for a total appropriation of \$10,500**)

13. Copy of Letter from Montgomery City/County Public Library Director Jaunita Owes regarding Ramer Branch Library Air Conditioner Replacement (**Does the Commission want to approve a Budget Change in the amount of \$5,978.13 for this project?**)
14. Copy of Letter from Montgomery City/County Public Library Director Jaunita Owes regarding the Juliette Hampton Morgan Library Renovation Project Budget Update (**Does the Commission want to approve a Budget Change in the amount of \$400,000 for this project?**)
15. Copy of Email from Ray D. Rawlings with the Montgomery County Historical Society regarding Update on Job Search for New Executive Director
16. Copy of Invitation to Meet & Greet Coffee Reception with Governor Kay Ivey, Monday August 14, 2017, 8:00 a.m. – 9:00 a.m., at Loveless Academic Magnet Program (LAMP) High School at One Center, 3440 McGhee Road
17. Copy of Memorandum from Executive Director Sonny Brasfield with ACCA regarding Proposed Amendment of the ACCA By-Laws (Legislative Committee)
18. Copy of Schedule of Upcoming Bids/Contract Renewals for August – October 2017
19. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION  
INFORMATION SESSION SCHEDULE  
FOR  
AUGUST 7, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Sheriff Derrick Cunningham – Presentation regarding Stakeholder Sharing License Agreement with the Alabama Department of Transportation regarding Viewing of Live Video Images, subject to recommendations by County Attorney (**Future Agenda Item 4**), Amendment Number 1 to Contract with Gulf States Distributors regarding a One (1) Year Extension and 5% Pricing Increase for Footwear (**Future Agenda Item 5**), and Amendment Number 1 to Contract with Stivers Ford Lincoln regarding a One (1) Year Extension and 5% Pricing Increase for Oil Change and Tire Rotation Services (**Future Agenda Item 6**)
- 8:10 a.m. Chairman Stephen Woerner and Executive Director Andrew Szymanski with the Montgomery Dragonboat Race & Festival – Presentation regarding the Event and Request for Funding (**General Information Item 11**) (**On 7/5/16, the Commission approved a Budget Change in the Amount of \$5,000 for the Montgomery Dragonboat Festival**)
- 8:20 a.m. Chaplain Curtis Browder and Michelle Browder with Faith Crusades/Montgomery Rescue Mission – Presentation requesting Funding in the Amount of \$50,000 for the Feeding Program (**General Information Item 12**) (**On February 16, 2016, Chairman Dean and Commissioner Harris appropriated \$1,000 from each of their account and Vice Chairman Walker, Commissioner Hall and Commissioner Williams appropriated \$500 from each of their account for the At-Risk Youth Program, "I Am More Than". The Commission approved a Budget Change in the Amount of \$5,000 for the same event, for a total appropriation of \$8,500. On January 20, 2015, Vice Chairman Walker appropriated \$500 from her account and Commissioner Harris appropriated \$1,000 from his account for Two Events to be held during the 50<sup>th</sup> Anniversary of the Selma to Montgomery Voting Rights March for a total of \$1,500. The Commission approved a Budget Change in the amount of \$9,000 for these two events for a total appropriation of \$10,500**)
- 8:30 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:40 a.m. County Engineer George Speake – Presentation regarding Resolution for Resurfacing Pike Road from Wallahatchie Road to U.S. 80 (5.851 Miles), Project No. MCP 51-77-16 (**Waived Rules Item 2**), Resolution for Resurfacing Old Selma Road (3.9 Miles), Project No. MCP 51-81-17, Engineering Department (**Future Agenda Item 7**), Resolution for Resurfacing Cloverfield/Federal Road (3.0 Miles), Project No. MCP 51-82-17 (**Future Agenda Item 8**), and Resolution for Resurfacing Lower Wetumpka/Anderson Road (5.3 Miles), Project No. MCP 51-83-17 (**Future Agenda Item 9**) and Amendment Number 1 to Contract with Forterra Pipe & Precast regarding a One (1) Year Extension for Concrete Pipe (**Future Agenda Item 10**)
- 8:50 a.m. Executive Vice President of Transportation David Reed with Goodwyn, Mills and Cawood – Presentation regarding Old Selma Road Park

## INFORMATION SESSION SCHEDULE

PAGE 2

AUGUST 7, 2017

- 9:00 a.m. Deputy Administrator Florence Cauthen – Presentation regarding Building Projects
- 9:15 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter (**General Information Item 19**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Finance Director Sherrill Thomas – Presentation regarding 2017-2018 Budget
- 10:15 a.m. Adjourn

## Tammy Nix

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**From:** George Speake  
**Sent:** Monday, July 31, 2017 3:31 PM  
**To:** Tammy Nix  
**Cc:** Kevin Boone  
**Subject:** Resolution for Project No. MCP 51-77-16 (Resurfacing Pike Road from Wallahatchie Road to U.S. 80)

Tammy:

I left a Commission agenda resolution with you this afternoon concerning the Pike Road resurfacing project. If possible we would like for subject resolution to be considered as a waived rules item in order for ALDOT to award this bid within the short timeframe they have allowed. Additional information is as follows:

- On 7/24/2017 the Commission approved an 80 Fed./20 Co. funding agreement with ALDOT in the amount of \$1,925,585.92 for resurfacing Pike Road from Wallahatchie Road to U.S. 80
- At the 7/28/2017 ALDOT letting bids were received for this project, and the low bid was \$1,512,123.65
- This resolution will reduce the 80 Fed./20 Co. funding agreement with ALDOT from \$1,925,585.92 to \$1,600,000.00
- Approval of this resolution to reduce the funding agreement amount would allow us to reprogram the excess \$325,585.92 in MPO funds to another MPO project
- There is a critical timeframe associated with this request because ALDOT typically awards these type projects to the low bidder within about two weeks after the letting date

George C. Speake, P.E., P.L.S.  
Montgomery County Engineer  
P.O. Box 1667  
Montgomery, AL 36102-1667  
Email: [georgespeake@mc-ala.org](mailto:georgespeake@mc-ala.org)  
Telephone: (334) 832-2551

ELTON N DEAN, SR.  
Chairman

Rhonda M. Walker  
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

WWW.MC-ALA.ORG

## ENGINEERING DEPARTMENT

July 31, 2017

### MEMORANDUM

TO: Donald L. Mims  
County Administrator

FROM: George C. Speake  
County Engineer *George C. Speake*  
7/31/2017

SUBJECT: Approval of Resolution for Project No. MCP 51-77-16  
Resurfacing Pike Road (5.851 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 51-77-16 as referenced above.

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

GCS/kb  
Attachments  
C: File

## RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-77-16

STATE OF ALABAMA

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

Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) north to US 80 for a length of 5.851 miles.

Link Node and Location maps are attached.

WHEREAS, the County requests the total funding amount for the County-wide agreement between the State and the County covering all costs associated with this project be lowered to the sum of \$1,600,000.00.

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 \_\_\_\_\_, 2017.

Montgomery County Commission  
Governing Body

\_\_\_\_\_  
Elton N. Dean, Sr., Chairman

\_\_\_\_\_  
Ronda M. Walker, Vice Chairman

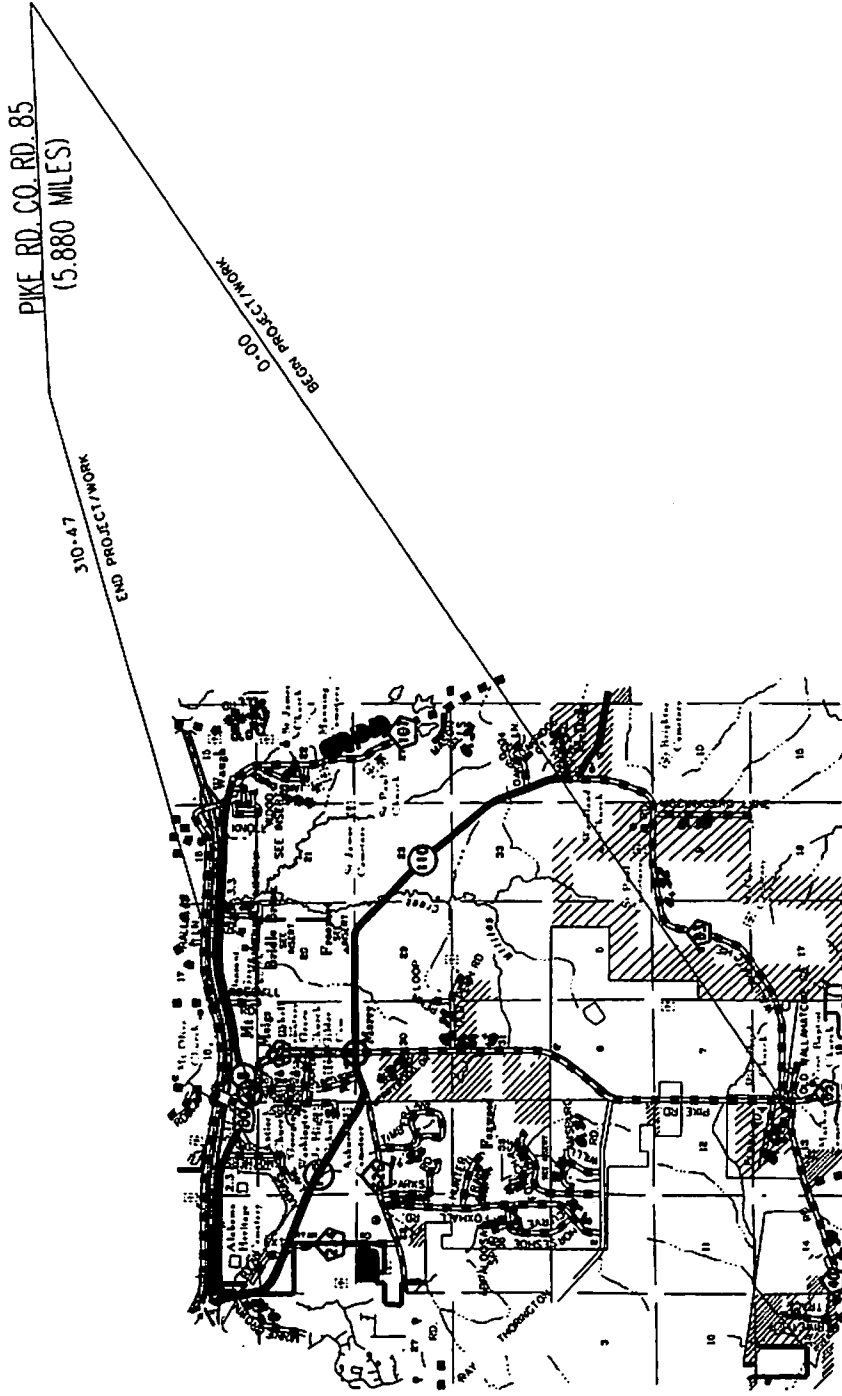
\_\_\_\_\_  
Isaiah Sankey, Member

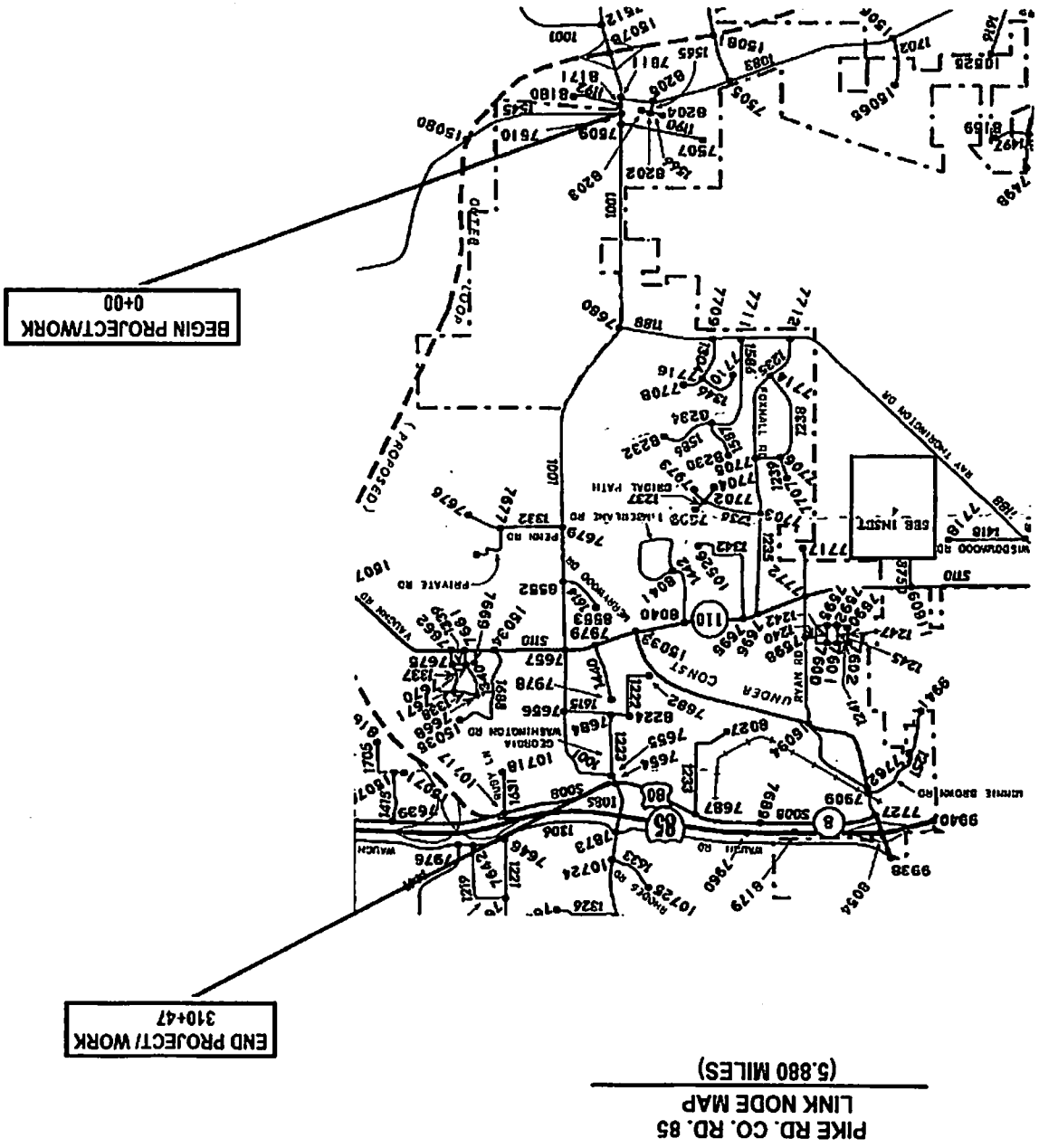
\_\_\_\_\_  
Daniel Harris, Member

\_\_\_\_\_  
Doug Singleton, Member

# MONTGOMERY COUNTY

LOCATION: (A)CR-85 (PIKE RD.) FROM WALLAHATCHIE ROAD CR-83 NORTH TO US 80.





August 2, 2017

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence Cauthen  
Deputy Administrator

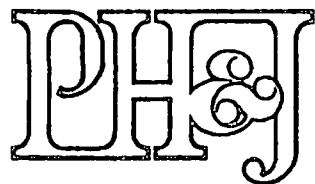


SUBJECT: Annex I Sheriff's Dispatch & First Floor Renovations

Please find attached a recommendation from PH&J to replace the existing fire alarm system panels in Annex I at a cost of \$41,200.45. During the most recent certification of the system, the system generated numerous error messages that were able to be resolved, but similar problems occurred when the contractor attempted to add devices for the dispatch area. The contractor believes there is a significant risk of failure of the entire system with the addition of devices required in the renovation.

The contractor stated that he will not be responsible for the system failure and/or any costs or impacts related to the system failure, fire watches or building closure that might be required if this happens.

I request that rules be waived to approve Change Order Number 1 to expedite the necessary upgrade of the existing fire alarm system panels in Annex I.



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101  
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA  
Harrell G. Gandy, AIA

J. Roland Pond, AIA  
Renis O. Jones, III, AIA

E. Griffin Harris, AIA  
Patrick T. Addison, AIA

Saturday, July 29, 2017

Mrs. Florence Cauthen, Deputy Administrator  
Montgomery County Commission  
Post office Box 1667  
Montgomery, Alabama 36102-1667

Re: Montgomery County Courthouse Annex 1 -  
Sheriff's Dispatch & First Floor Renovations - Change Order  
Request for Upgrading Annex 1 Fire Alarm Panels

PH&J No: 1208-GVO - City of Montgomery Reference # 16147

Florence,

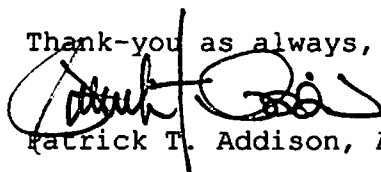
I have received the contractor's proposal for to replace the existing fire alarm system panels at the Montgomery County Courthouse - Annex 1 building that has been identified by the County's existing fire alarm vender, Harris Communications as needing to be replaced. Replacement panels for this systems model is now out of date and replacement panels and modules are no longer available.

We have reviewed the proposal and find in to be a fair and reasonable amount for the work requested. I therefore request this needed work be added by change order to this project.

Included is Change Order #1 for the above referenced project to add this fire alarm system replacement to Stallings & Sons, General Contractors, Inc. existing contract at Annex 1. This will allow your existing fire alarm system vender to make the replacement and at the same time incorporate the needed adds to the system to cover the Sheriff's new dispatch area.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, AIA

CC: Donnie Mims, Lamar Allen, Sherrill Thomas

# **AIA® Document G701™ – 2001**

## **Change Order**

|                                          |                                           |                                                        |
|------------------------------------------|-------------------------------------------|--------------------------------------------------------|
| <b>PROJECT (Name and address):</b>       | <b>CHANGE ORDER NUMBER:</b> 001           | <b>OWNER:</b> <input checked="" type="checkbox"/>      |
| Montgomery County Courthouse             | <b>DATE:</b> July 31, 2017                | <b>ARCHITECT:</b> <input type="checkbox"/>             |
| Annex 1 Sheriff's Dispatch & First       |                                           | <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> |
| Floor Renovations                        |                                           | <b>FIELD:</b> <input type="checkbox"/>                 |
| PH&J #1208GVO                            |                                           | <b>OTHER:</b> <input type="checkbox"/>                 |
| <b>TO CONTRACTOR (Name and address):</b> | <b>ARCHITECT'S PROJECT NUMBER:</b>        |                                                        |
| Stallings & Sons, Inc.                   | <b>CONTRACT DATE:</b> September 21, 2016  |                                                        |
| PO Box 70040                             | <b>CONTRACT FOR:</b> General Construction |                                                        |
| Montgomery, AL 36107                     |                                           |                                                        |

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Add: Replace Building Fire Alarm System Panels.....\$41,200.45

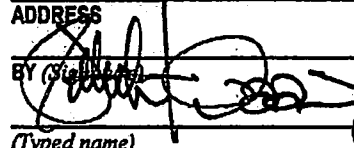
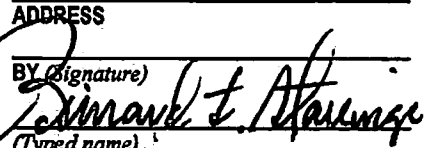
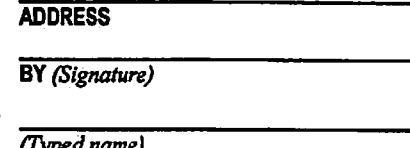
**TOTAL.....\$41,200.45**

|                                                                          |    |              |
|--------------------------------------------------------------------------|----|--------------|
| The original Contract Sum was                                            | \$ | 1,983,362.00 |
| The net change by previously authorized Change Orders                    | \$ | 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ | 1,983,362.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 41,200.45    |
| The new Contract Sum including this Change Order will be                 | \$ | 2,024,562.45 |

The Contract Time will be increased by Twenty One (21) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

|                                                                                            |                                                                                             |                                                                                              |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <u>PH&amp;J Architects, Inc.</u>                                                           | <u>Stallings &amp; Sons, Inc.</u>                                                           | <u>Montgomery County Commission</u>                                                          |
| <b>ARCHITECT (Firm name)</b>                                                               | <b>CONTRACTOR (Firm name)</b>                                                               | <b>OWNER (Firm name)</b>                                                                     |
| 807 South McDonough Street                                                                 | PO Box 70040                                                                                | PO Box 1667                                                                                  |
| Montgomery, AL 36104                                                                       | Montgomery, AL 36107                                                                        | Montgomery, AL 36102                                                                         |
| <b>ADDRESS</b>                                                                             | <b>ADDRESS</b>                                                                              | <b>ADDRESS</b>                                                                               |
| <u></u> | <u></u> | <u></u> |
| <b>BY (Signature)</b>                                                                      | <b>BY (Signature)</b>                                                                       | <b>BY (Signature)</b>                                                                        |
| <u>Patrick Addison, Vice President</u>                                                     | <u><b>RICHARD F. STALLINGS</b></u>                                                          | <u>Elton Dean Sr., Chairman</u>                                                              |
| <b>(Typed name)</b>                                                                        | <b>(Typed name)</b>                                                                         | <b>(Typed name)</b>                                                                          |
| <u>Travelers Casualty and Surety Company of America</u>                                    | <u>Jeff Stallings, Secretary/Treasurer</u>                                                  | <u></u>                                                                                      |
| <b>DATE</b>                                                                                | <b>DATE</b>                                                                                 | <b>DATE</b>                                                                                  |

Travelers Casualty and Surety Company of America  
Renee Ellis  
Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228023

Certificate No. 007200272

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Billie Jo Sanders, Paul B. Scott Jr., Renee Ellis, Thomas J. Gentile, David J. Durden, and Milton A. Kopf

of the City of Montgomery, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

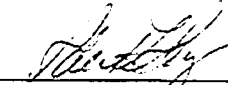
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2017.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

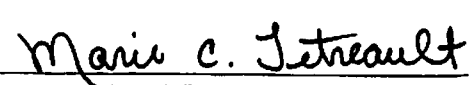
By: 

Robert L. Raney, Senior Vice President

On this the 24th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

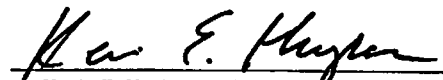
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 20 17.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**DERRICK CUNNINGHAM**  
**SHERIFF OF MONTGOMERY COUNTY**

**KEVIN J. MURPHY**  
CHIEF DEPUTY

**COLONEL WANDA J. ROBINSON**  
DIRECTOR OF DETENTION

July 28, 2017

**MEMORANDUM**

TO : Mr. Donnie Mims  
County Administrator

FROM : Sheriff Derrick Cunningham   
Montgomery County Sheriff's Office

SUBJECT : Stakeholder Sharing Agreement – Alabama Department of Transportation  
Viewing of Live Video Images

Please place on the next agenda the attached agreement between our agency and the Alabama Department of Transportation allowing the viewing of live video images. I have reviewed this agreement as well as our attorney, Tommy Gallion, and I see no reason that the Montgomery County Commission can't sign off on this agreement.

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

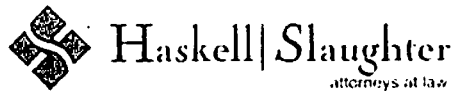
DC/crv

encls.

cc: Ms. Florence Cauthen  
Deputy County Administrator

2017 JUL 30 10:10:34  
MONTGOMERY COUNTY SHERIFF'S OFFICE

4-1



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

MEMORANDUM

TTG

July 27, 2017

TO: Donnie Mims  
FROM: Thomas T. Gallion, III  
RE: Stakeholder Sharing Agreement -Alabama Department of Transportation

I have reviewed the License Agreement between the Alabama Department of Transportation and Montgomery County Sheriff's Office.

It is my opinion that the agreement is acceptable as is except that the MCC should approve and it should be executed by Chairman Dean instead of the Montgomery County Sheriff's Office.

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 agreement should not be executed if it is the desire of the Montgomery County Commission.

**LICENSE AGREEMENT BETWEEN**

**THE ALABAMA DEPARTMENT OF TRANSPORTATION**

**AND**

**Montgomery County Sherriff's Office**

**Viewing of Live Video Images**

**And Traffic Information to Emergency Responders**

# **LICENSE AGREEMENT**

## **INTRODUCTION**

This Agreement is made and entered into by and between the **Alabama Department of Transportation**, hereinafter referred to as "ALDOT," and **The Montgomery County Sherriff's Office**, hereinafter referred to as "LICENSEE," in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as "FHWA"; and

WHEREAS, the parties agree that it is in the interest of the Public for LICENSEE to have access to specified live video images of traffic conditions for efficient response and safe, quick clearance of traffic incidents.

NOW, THEREFORE, The parties hereby agree as follows:

### **I. FURNISHING OF LIVE VIDEO IMAGES**

The live video images to be made available to the LICENSEE will be supplied from the System as now constructed and maintained by ALDOT on an ongoing basis to LICENSEE at no charge. ALDOT does not guarantee the continuity of this access, and ALDOT does not warrant the quality or accuracy of any video image or information provided. Any reliance on such images or information is at the risk of the LICENSEE. Access to live video feeds is for the LICENSEE's viewing only and any live or still video images may not be shared with third parties without the express written consent of ALDOT.

All expenses incurred in making connections to the ALDOT System will be at the sole cost and expense of the LICENSEE, if applicable. The LICENSEE shall connect to the System only at such points and in such manner as is permitted by ALDOT. ALDOT shall have sole and absolute control over images, information and/or content of the System, and LICENSEE shall

have no control over the content, information or images provided by ALDOT.

The LICENSEE shall obtain live video signals from cameras placed at various locations which are designated for public viewing by ALDOT. All expenses for any equipment, hardware or software required for LICENSEE to receive ALDOT live video images shall be purchased by and paid for by the LICENSEE. The LICENSEE is allowed to access ALDOT's first responder website for the viewing of live video feeds as described in Appendix A, which is incorporated herein as if fully set forth. The LICENSEE shall be provided a single user name and password to access the website.

## **II. TERM**

The term of this license shall be one year commencing upon execution of this Agreement. This license may be terminated at any time by either party by giving the other party thirty (30) Days written notice. This license shall automatically renew for a period of one year following the initial term, and from year to year thereafter, unless written notice to the contrary is given by either party to the other at least thirty (30) days prior to expiration of the original term or any renewal thereof.

In the event of an emergency in which ALDOT determines in its sole judgment and discretion that live video images are to be interrupted to protect or promote the public health, safety, welfare or mission, or for other cause, ALDOT may immediately terminate the live video images without notice.

In the event that the State of Alabama or the Federal Government enacts rules, regulations or legislation prohibiting ALDOT from offering live video images of the System to third parties, this license will terminate automatically without any further obligation on the part of ALDOT to the LICENSEE.

If LICENSEE uses live video images in any manner contrary to this Agreement, ALDOT may terminate live video images and terminate this license immediately.

In the event the Agreement is terminated by either party LICENSEE shall remove any equipment, hardware or software used to connect to ALDOT's system at its own expense. If LICENSEE fails to remove its equipment within thirty (30) days of termination of the agreement ALDOT may remove and dispose of the equipment, hardware or software.

### **III. USE OF MATERIAL**

LICENSEE is not granted a license or any copyright, trademark, patent, or other intellectual property right in any material, products, any live video images, processes, or technologies described or used herein. All rights are expressly reserved to and retained by ALDOT. The LICENSEE shall not grant, permit or allow use of ALDOT live video images to any third party.

The required logo and/or word mark will be provided or embedded by ALDOT and may be updated or changed by ALDOT from time to time.

### **IV. RESPONSIBILITIES OF LICENSEE**

The LICENSEE agrees that it will be the only user authorized to access the System pursuant to this License and that it shall not transfer, assign, convey, transmit, publish or disclose the LICENSEE's account identification or password to any other person or entity. The LICENSEE shall not use ALDOT's name, logo or word mark for any purpose without ALDOT's written consent.

The LICENSEE agrees that it will maintain the security and integrity of the live video images and camera feeds by limiting use of the System to trained and authorized individuals, and by insuring the System is used only for the specific purpose stated in this Agreement.

The LICENSEE agrees to provide ALDOT with a technical contact person and with a list of all LICENSEE's equipment (whether owned, rented or otherwise) connected to the System, including the basic operational capabilities of the equipment.

#### **V. OWNERSHIP OF SYSTEMS**

The System is and shall remain the sole and exclusive property of ALDOT. The LICENSEE has no interest, right, title or ownership in the System. ALDOT shall have the right to select and exclude any information or material it so desires.

#### **VI. NON- ASSIGNABILITY**

This license will inure to the benefit of and be binding upon the respective heirs, legal representatives, and successors of the parties hereto, but is not assignable or transferable by the LICENSEE without the written consent of ALDOT. The

LICENSEE's rights and interests hereunder may not be sold, transferred, conveyed, assigned or pledged without the prior written approval of ALDOT.

#### **VII. LIMITATION OF LIABILITY**

The live video images are distributed on an "as-is, as-available" basis without warranty, either expressed or implied. All warranties being expressly disclaimed, neither ALDOT nor any of its service providers, information providers, officials, representatives, employees or agents, in both their official and individual capacities, shall be liable for incidental, consequential, indirect or special damages suffered by the LICENSEE or any other party as a result of the operation or malfunction of the System or live video images, regardless of whether or not such parties have been advised of the possibility of such damages.

#### **VIII. INDEMNIFICATION**

*Mark the applicable Stakeholder to this agreement indemnifying ALDOT with an X.*

\_\_\_\_ Non-City or County Government: LICENSEE will indemnify and hold harmless ALDOT and its officials, employees, agents or representatives, in both their official and individual capacities, against any and all damages, losses judgments, assessments, claims, causes of action, costs and expenses to persons or property arising out of or resulting from receipt or use of live video transmissions, installation or use of equipment or use of any ALDOT, LICENSEE or third party facility and, the use or transmission of ALDOT intellectual property by LICENSEE, its principals, officers, employees, agents, successors and/or assigns.

\_\_\_\_ City Government: Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to receipt or use of video transmissions, installation or use of equipment or use of any ALDOT, LICENSEE or third party facility and, the use or transmission of ALDOT intellectual property by the City, or its principals, officers, employees, agents, successors and/or assigns.

\_\_\_\_ County Government: Subject to the limitations of Ala. Code § 11-93-2 (1975), the COUNTY shall be responsible at all times for all of the receipt or use of live video transmissions, installation or the use of equipment or use of any ALDOT, LICENSEE or third party facility and, the use or transmission of ALDOT intellectual property and 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 receipt or use of live video transmissions, installation or the use of equipment or use of any ALDOT, LICENSEE or third party facility and, the use or transmission of ALDOT intellectual property by the COUNTY, its principals, officers, employees, agents, successors and/or assigns.

#### **IX. INTERRUPTION OF VIDEO IMAGES**

ALDOT will not be responsible or liable for any interruption of video images for any period of time for any reason whatsoever.

#### **X. GOVERNING LAW**

The validity, construction, interpretation and enforceability of this license are governed by the laws of the State of Alabama. If any of the provisions of this license are held invalid for any reason by a court or agency of competent jurisdiction, the remainder of the terms will remain in full force and effect.

#### **XI. NON-EXCLUSIVE**

This License Agreement is not an exclusive License Agreement, and ALDOT reserves the right to grant similar License Agreements to any other person, firm, partnership or corporation that it may deem proper.

#### **XII. NOTICES**

All notices and communications concerning this license will be in writing and addressed as shown below, or at such other address as may be designated in writing to the other party:

If to ALDOT:                      Alabama Department of Transportation  
                                         Southeast Region  
                                         Montgomery, AL 36110

If to the LICENSEE:

### **XIII. MAINTENANCE**

The maintenance of all video cameras, fiber optic cable, monitoring equipment, communications hub facilities, and all associated equipment, hardware and software will be maintained by ALDOT, except for LICENSEE's network connections and LICENSEE's equipment.

The LICENSEE shall be exclusively responsible for the service, maintenance, and upkeep of its installed equipment, hardware or software. LICENSEE assumes any and all liability for the cost of any repair and/or other damages to ALDOT's System caused in any manner by the installation, servicing or maintenance of the LICENSEE's equipment or by the equipment once installed. LICENSEE staff or its representative(s) at the RTMC facility or hub building(s) shall be under the general direction of the RTMC Manager or his/her designee for routine conduct, privileges and protocols within ALDOT facilities.

The LICENSEE agrees to move or alter, at its own expense, any of its equipment, hardware or software, as ALDOT deems necessary to accommodate future alterations, improvements or other changes to the System or ALDOT facilities.

### **XIV. TERMINATION WITHOUT CAUSE**

Unless otherwise terminated as herein provided, this Agreement shall remain in full force and effect. Termination without cause will occur no less than thirty (30) days after either party

gives the other party written notice of termination. The notice will be mailed by certified or registered mail as per Section XII Notices.

**XV. MODIFICATION TO AGREEMENT**

This Agreement may be modified, with thirty (30) days' notice, from time to time at the sole discretion of ALDOT, in order to maintain compliance with existing or new requirements; or for other reasons not herein described. LICENSEE hereby agrees to the above modifications without execution of an amendment to this Agreement. Failure of LICENSEE to accept any modification shall constitute an automatic termination of this Agreement.

**XVI. APPENDIX TO AGREEMENT**

Appendix A is attached and hereby incorporated into this Agreement.

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

**ATTEST:**

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_

Name:

Name:

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Steven C. Graben, PE  
Region Engineer

\_\_\_\_\_  
Stacey Glass, PE  
State Maintenance Engineer

\_\_\_\_\_  
George H. Conner, PE  
Deputy Director for Operations

\_\_\_\_\_  
John R. Cooper  
Transportation Director

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

\_\_\_\_\_  
William F. Patty, Chief Counsel  
Alabama Department of Transportation

The within and foregoing Agreement is hereby and approved and signed by the  
Governor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Robert Bentley  
GOVERNOR, STATE OF ALABAMA

## **Appendix A**

### **GUIDELINES FOR USE OF ALDOT VIDEO IMAGES AND STREAMING VIDEO**

By execution of this License Agreement, the undersigned LICENSEE certifies, to the best of his or her knowledge and belief, that:

- (1) LICENSEE shall not transmit the live video image provided by ALDOT or any still image obtained from the video image on LICENSEE'S or their agents' website, social media sites or any other electronic media.
- (2) LICENSEE may provide a web link on its internet homepage to [www.algotraffic.com](http://www.algotraffic.com), ALDOT's traffic information webpage.
- (3) LICENSEE shall not distribute a live or still video image to any person, organization, or company.
- (4) LICENSEE shall not record or store ALDOT's live video images for any use.

These Guidelines may be modified at any time without notice at the sole discretion of ALDOT to comply with existing or new requirements of the State of Alabama or Federal Government; or for other reasons not herein described.

MEMORANDUM

TO: Donald L. Mims, County Administrator  
FROM: Tammy Turner, Buyer II TT  
DATE: July 26, 2017  
RE: Contract No. 52110-16B-038  
Footwear

I request that the attached Amendment No. 1 to Gulf States Distributors contract for footwear be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 17, 2017 and ending on October 16, 2018.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

**Amendment  
To  
Contract # 52110-16B-038**

**Amendment No. 1**

Contract with Gulf States Distributors for footwear, is hereby extended for one (1) year, beginning October 17, 2017 and ending October 16, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

\_\_\_\_\_

GULF STATES DISTRIBUTORS

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

MONTGOMERY COUNTY COMMISSION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 25, 2017

RE: Contract No. 52110-16B-033  
Oil Change and Tire Rotation Service

I request that the attached Amendment No. 1 to Stivers Ford Lincoln contract for oil change and tire rotation services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 1, 2017 and ending on September 30, 2018.

Stivers Ford Lincoln would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment  
To  
Contract # 52110-16B-033

**Amendment No. 1**

Contract with Stivers Ford Lincoln for oil change and tire rotation service, is hereby extended for one (1) year, beginning October 1, 2017 and ending September 30, 2018.

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

All other provisions of the contract remain the same.

**WITNESS:**

**STIVERS FORD LINCOLN**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WITNESS:**

**MONTGOMERY COUNTY COMMISSION**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ELTON N DEAN, SR.  
Chairman

Rhonda M. Walker  
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

## ENGINEERING DEPARTMENT

July 20, 2017

### MEMORANDUM

TO: Donald L. Mims  
County Administrator

FROM: George C. Speake  
County Engineer *George C. Speake*  
7/25/17

SUBJECT: Approval of Resolution for Project No. MCP 51-81-17  
Resurfacing Old Selma Road (3.9 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 51-81-17 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 Kevin Boone at 832-1342.

GCS/kb  
Attachments  
C: File

## RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-81-17

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

Widen, Resurface, and Traffic Stripe Old Selma Road (CR-54) from the Lowndes County line east 3.9 miles to the Montgomery City Limits.

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 \_\_\_\_\_, 2017.

Montgomery County Commission  
Governing Body

\_\_\_\_\_  
Elton N. Dean, Sr., Chairman

\_\_\_\_\_  
Ronda M. Walker, Vice Chairman

\_\_\_\_\_  
Isaiah Sankey, Member

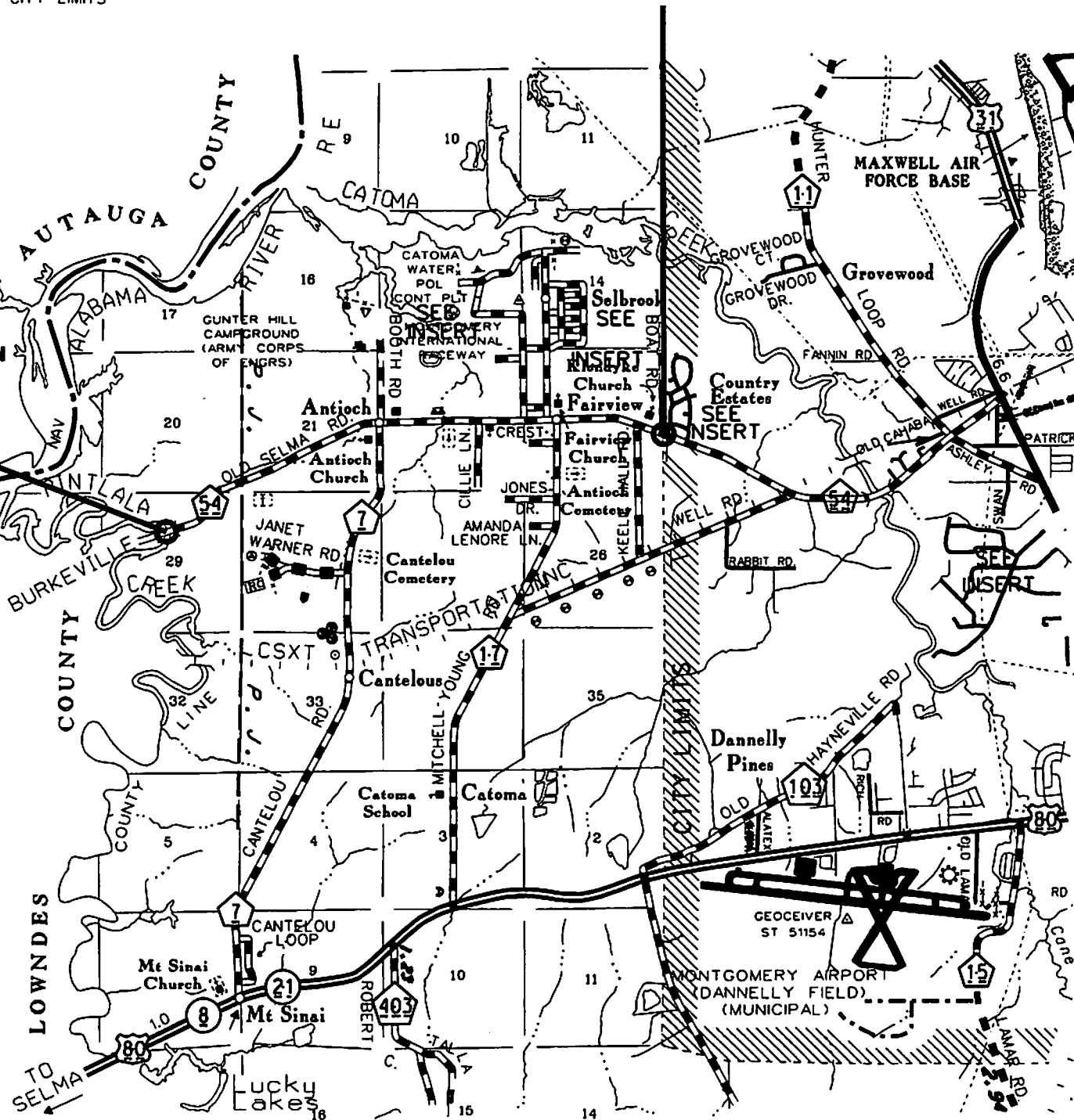
\_\_\_\_\_  
Daniel Harris, Member

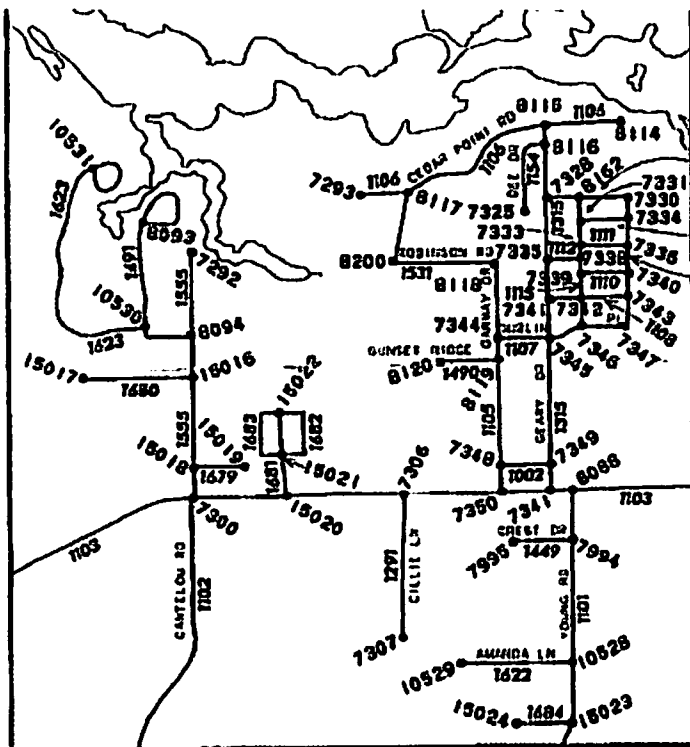
\_\_\_\_\_  
Doug Singleton, Member

WIDEN, RESURFACE, AND TRAFFIC STRIPE  
 OLD SELMA ROAD FROM THE LOWNDES  
 COUNTY LINE EAST 3.9 MILES TO THE  
 MONTGOMERY CITY LIMITS

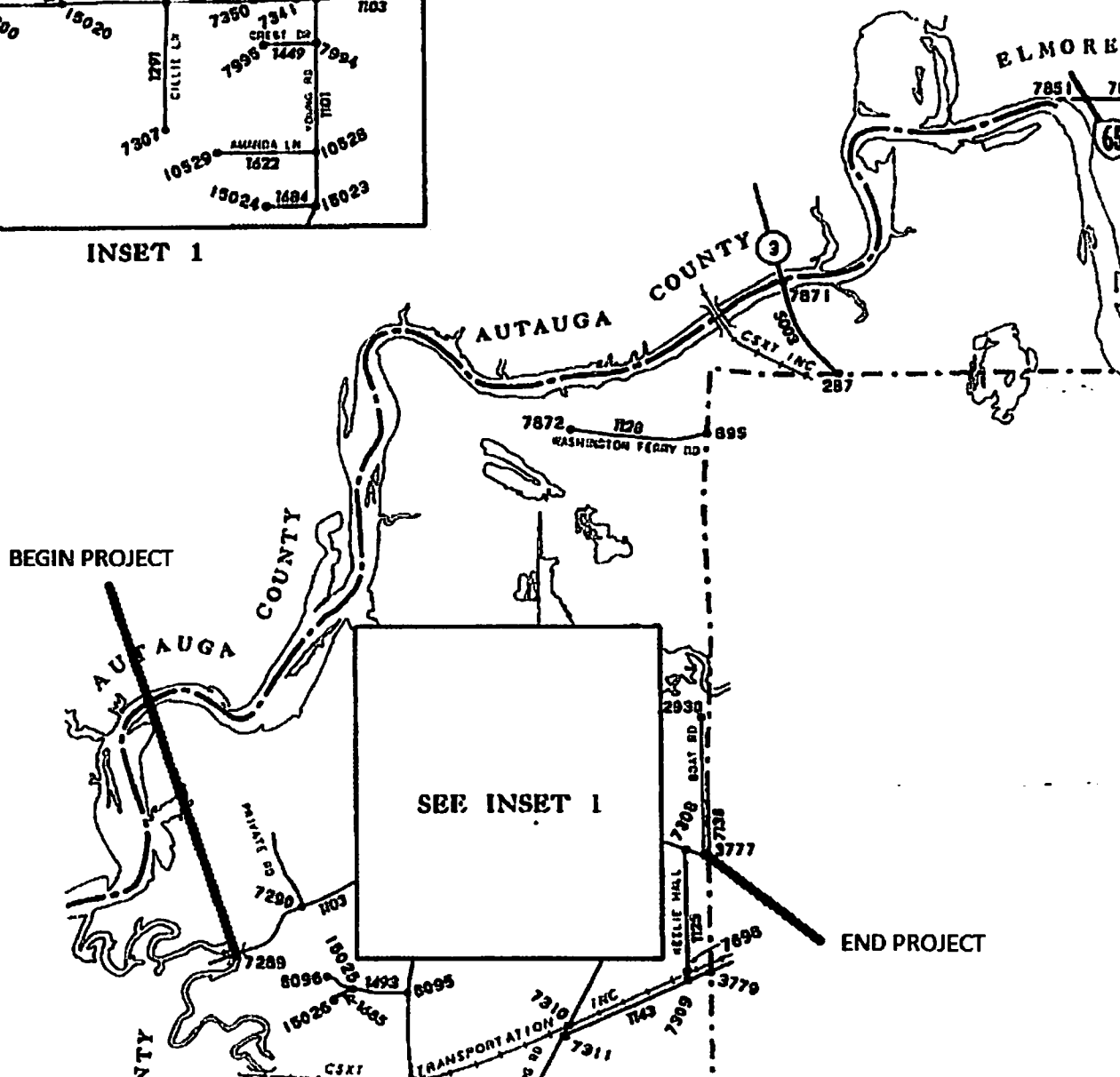
END PROJECT

BEGIN PROJECT





INSET 1



ELTON N DEAN, SR.  
Chairman

Rhonda M. Walker  
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

WWW.MC-ALA.ORG

## ENGINEERING DEPARTMENT

July 20, 2017

### MEMORANDUM

TO: Donald L. Mims  
County Administrator

FROM: George C. Speake  
County Engineer

*George C. Speake*  
7/25/17

SUBJECT: Approval of Resolution for Project No. MCP 51-82-17  
Resurfacing Cloverfield/Federal Road (3.0 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-82-17 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 Kevin Boone at 832-1342.

GCS/kb  
Attachments  
C: File

## RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-82-17

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

Resurface and Traffic Stripe Cloverfield/Federal Road (CR-24) from the Lowndes County line east 3.0 miles to US Highway 31.

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 \_\_\_\_\_, 2017.

Montgomery County Commission  
Governing Body

\_\_\_\_\_  
Elton N. Dean, Sr., Chairman

\_\_\_\_\_  
Ronda M. Walker, Vice Chairman

\_\_\_\_\_  
Isaiah Sankey, Member

\_\_\_\_\_  
Daniel Harris, Member

\_\_\_\_\_  
Doug Singleton, Member

3





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

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

WWW.MC-ALA.ORG

## ENGINEERING DEPARTMENT

July 20, 2017

### MEMORANDUM

TO: Donald L. Mims  
County Administrator

FROM: George C. Speake  
County Engineer

*George C. Speake*  
7/25/17

SUBJECT: Approval of Resolution for Project No. MCP 51-83-17  
Resurfacing Lower Wetumpka/Anderson Road (5.3 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 51-83-17 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 Kevin Boone at 832-1342.

GCS/kb  
Attachments  
C: File

## RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-83-17

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

Widen, Resurface, and Traffic Stripe Lower Wetumpka/Anderson Road from Alabama River Parkway east 5.3 miles to US Highway 231.

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 \_\_\_\_\_, 2017.

Montgomery County Commission  
Governing Body

\_\_\_\_\_  
Elton N. Dean, Sr., Chairman

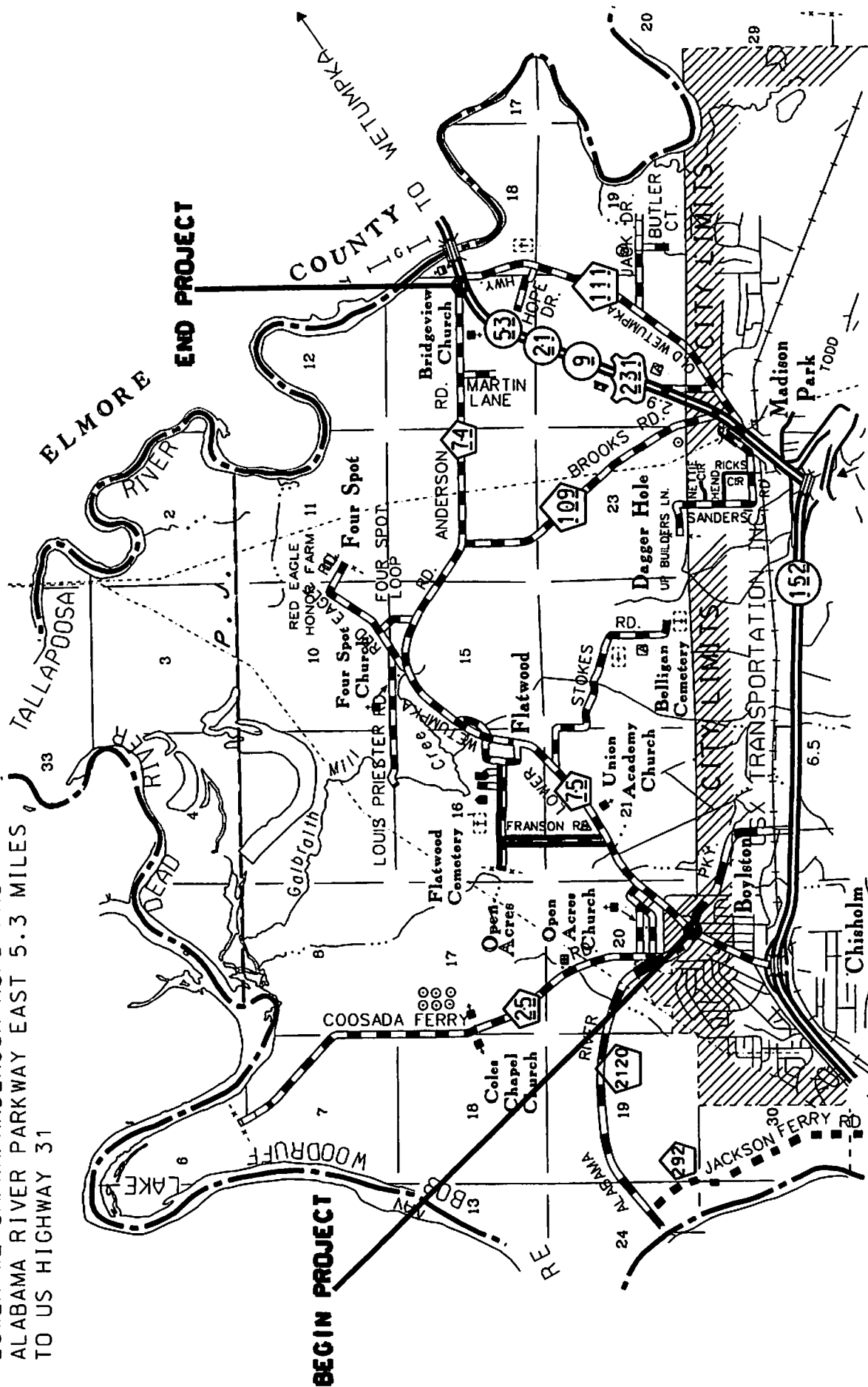
\_\_\_\_\_  
Ronda M. Walker, Vice Chairman

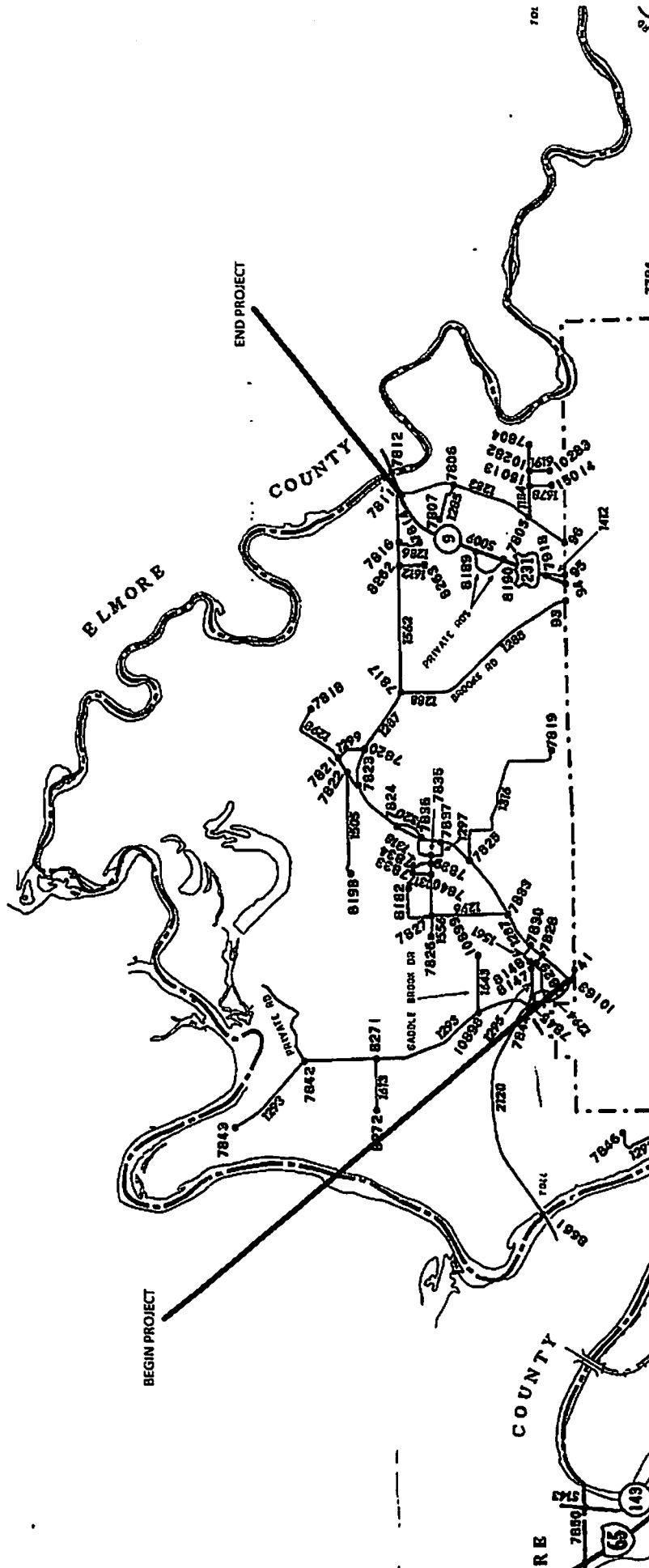
\_\_\_\_\_  
Isaiah Sankey, Member

\_\_\_\_\_  
Daniel Harris, Member

\_\_\_\_\_  
Doug Singleton, Member

WIDEN, RESURFACE, AND TRAFFIC STRIPE  
 LOWER WETUMPKA/ANDERSON ROAD FROM  
 ALABAMA RIVER PARKWAY EAST 5.3 MILES  
 TO US HIGHWAY 31





MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 28, 2017

RE: Contract No. 53000-16B-030  
Concrete Pipe

I request that the attached Amendment No. 1 to Forterra Pipe & Precast contract for concrete pipe be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 1, 2017 and ending on September 30, 2018.

Forterra Pipe & Precast chooses not to increase prices 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 # 53000-16B-030

**Amendment No. 1**

Contract with Forterra Pipe & Precast for concrete pipe is hereby extended for one (1) year, beginning October 1, 2017 and ending September 30, 2018.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

FORTERRA PIPE & PRECAST

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

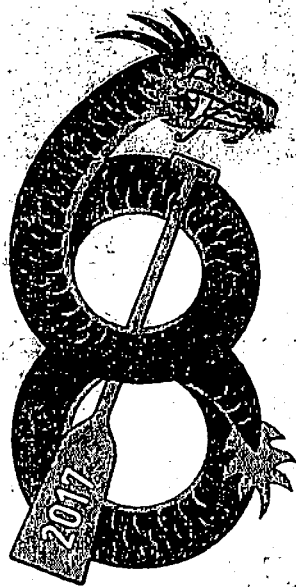
WITNESS:

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



# Montgomery Dragonboat Race & Festival

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sponsorship guide



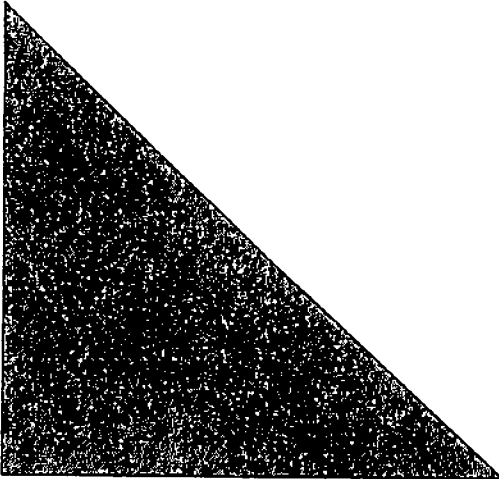
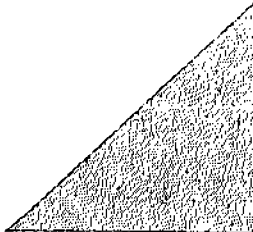
**presenting sponsorship**

**\$25,000**

- 4 team registrations (\$10,000 value)
- Opening round company race with division trophy
- Full-page ad on the inside cover of the Festival Guide
- Logo on the Montgomery Dragon Boat website that links to corporate website
- Logo on the top line of Festival T-shirts
- Logo on Race Day boats
- "Presenting Sponsor" Logo on Festival banners inside Riverfront Park
- Placement of company banners inside the park
- Prime team tent site locations on the Amphitheater Green
- VIP tickets for non-paddling representatives

**diamond sponsorship**

**\$15,000**

- 3 team registrations (\$7,500 value)
  - Full-page ad in the Festival Guide
  - Logo on the Montgomery Dragon Boat website that links to corporate website
  - Logo on Festival T-shirts and on recognition banner inside Riverfront Park
  - Placement of company banners inside the park
  - Front row team tent site placement on the Amphitheater Green
  - VIP tickets for non-paddling representatives
- 
- 



### gold sponsorship

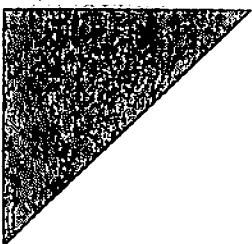
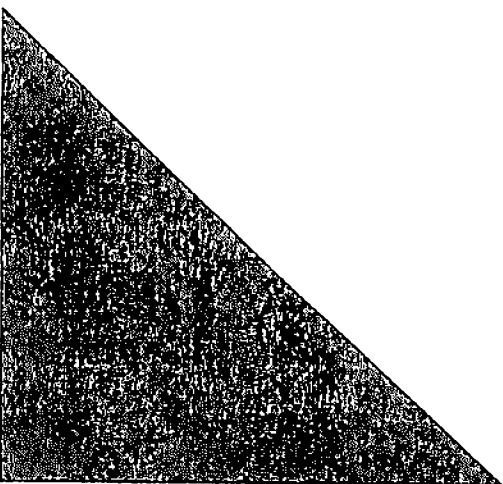
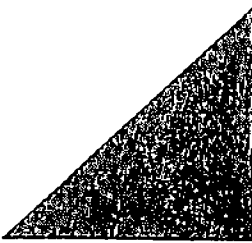
\$10,000

- 2 team registrations (\$5,000 value)
- Full-page ad inside the Festival Guide
- Logo on the Montgomery Dragon Boat website that links to corporate website
- Logo on Festival T-shirt and on recognition banner inside Riverfront Park
- Placement of company banners inside the park
- Front row team tent site placement in Athlete's Village
- VIP tickets for non-paddling representatives



### silver sponsorship

\$5,000

- 1 team registration (\$2,500)
  - Half-page ad inside the Festival Guide
  - Logo on the Montgomery Dragon Boat website that links to corporate website
  - Logo on Festival T-shirt and on recognition banner inside Riverfront Park
  - Placement of company banners inside the park
  - Sponsorship tent site inside the Athlete's Village
  - VIP tickets for non-paddling representatives
- 
- 
- 



**donate a team**

**\$2,500**

Recognition of the donation in Festival Guide

Company logo on sponsored team's Race Day T-shirts

VIP tickets

Want to be involved, but don't want your own team?

*Sponsor a deserving group to paddle in your stead! This year, the Montgomery Dragon Boat Festival is looking for local businesses and organizations to donate the opportunity to paddle to groups in our community. Sponsorships can be for participants from Maxwell AFB, local high schools, nonprofit organizations, or another group of your choice.*

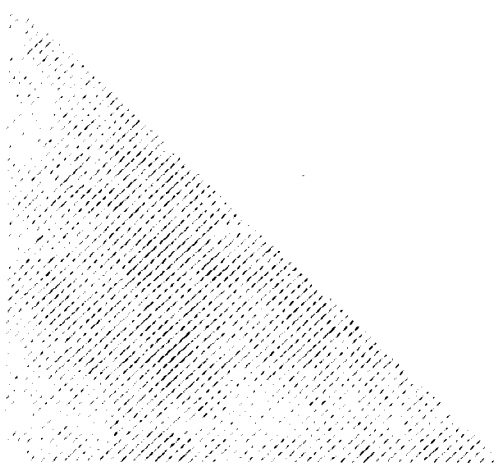
**bronze sponsorship**

**\$1,500**

Half-page ad inside the Festival Guide

Logo on Festival T-shirts and recognition banner inside Riverfront Park

VIP tickets



**Faith Crusades  
Montgomery Rescue Mission  
17 Mildred Street  
Montgomery, AL 36104  
334-834-0551  
334-834-8506 - FAX**

August 3, 2017

Montgomery County Commission  
100 South Lawrence Street  
Montgomery, AL 36014

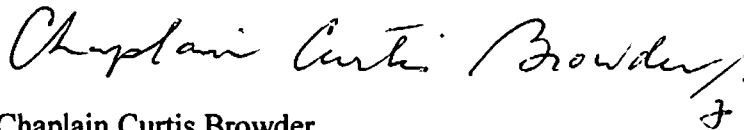
To Whom It May Concern:

Faith Crusades/Montgomery Rescue Mission has been serving the Montgomery area since 1992. We are a non-profit organization, which serves the inner city and surrounding communities with a full spectrum of programs created to meet the physical, emotional and spiritual needs of the people. We serve the homeless and ex-offenders, some of which were sentenced for sex crimes, by providing a place for them to stay, plus feeding and clothing them.

From August 1, 2015 through July 31, 2016, we purchased and distributed 837,034 pounds of food at a cost of \$97,339.43 from the Montgomery Area Food Bank (see Exhibit I). We have major distributions to the poor in the Montgomery area allowing them to select items they need to feed their families, along with special distributions on an individual basis and for disasters.

We are asking for the County Commission's help in the amount of \$50,000.00 to help us to continue feeding the poor and homeless in the Montgomery area.

Sincerely,



Chaplain Curtis Browder

CB:jb

Enclsoures: 3

A Summary of service provided from August 1, 2015 to July 31, 2016

| <u>Agency</u>  | <u>Total<br/>Pounds of Food</u> | <u>1.67<br/>Retail Value</u> | <u>-Shared<br/>Main.Fee</u> | <u>Amount<br/>=Saved</u> |
|----------------|---------------------------------|------------------------------|-----------------------------|--------------------------|
| Faith Crusades | 1,409,787                       | \$2,354,344.29               | -\$97,339.43                | \$2,257,004.86           |

Included in the total pounds is 837,934 that was given to you at no charge

\*\*The value of one pound of donated product is \$1.67 (per Feeding America)

**By using the Food Bank your agency saved a total of \$2,257,004.86 in food costs.**

Exhib. I  
+ 9.4 x 2

12-2



City of **Montgomery**, Alabama

Office of the  
**CITY COUNCIL**

*Exhibit II*

Todd Strange, Mayor

City Council Members

Charles W. Jinright, President

Tracy Larkin - Pres. Pro Tem

Fred F. Bell

Richard N. Bollinger

David M. Burkette

William A. Green, Jr.

Arch M. Lee

Brantley W. Lyons

Glen O. Pruitt, Jr.

July 10, 2017

Commissioner Elton Dean  
Chairman, Montgomery County Commission  
P. O. Box 1667  
Montgomery, AL 361082

Dear Commissioner Dean:

I, David Burkette, Councilman for District 4, acknowledge that "Faith Crusade Mission" located at 17 Mildred Street, is an active and vital asset to all people in Montgomery County. Curtis "Chap" Browder and the Faith Crusade Mission, has been serving the homeless and veteran communities within the Montgomery and surrounding area for decades. I support this organization and all of the great work done in the communities abroad.

Thank you for your consideration.

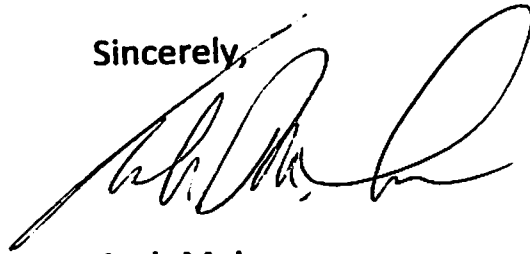
Sincerely,

David M. Burkette, Councilor  
District 4

To Whom It May Concern:

Faith Crusade Mission is located in my city council district at 17 Mildred St. I have been by their location many times and have seen firsthand the good work they do for citizens of Montgomery. I have allocated funds from District 7 many times and feel that it is going to a good cause and is money well spent. Chap Browder and his people do great mission work and I have enjoyed working with them over the last 6 years.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arch M. Lee', written over a horizontal line.

Arch M. Lee

City Council District 7



2004 Gold Star Award Recipient



*Library Administration  
PO Box 1950  
245 High Street  
Montgomery, AL 36102-1950*

Juliette H. Morgan Memorial Library  
E.L. Lowder Branch Library  
Governor Square Branch Library  
Coliseum Branch Library  
Pine Level Branch Library

**Public Library Division  
Alabama Library Association**

Ramer Branch Library  
Rosa Parks Branch Library  
Rufus A. Lewis Branch Library  
Pike Road Community Branch Library  
Pintlala Branch Library

July 3, 2017

**RE: Ramer Branch Library: Air conditioner replacement**

**Expense Summary**

**Equipment**

|                              |            |
|------------------------------|------------|
| • Wittichen Supply Company   | \$1,074.32 |
| • R & R Supply Company       | \$142.63   |
| • Climate Control Equipment  | \$3,706.29 |
| • Spears Sheet Metal Company | \$800.00   |

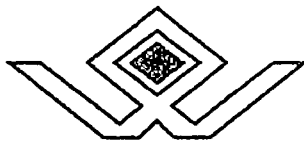
Equipment Subtotal: \$5,723.24

**Labor**

|                                         |          |
|-----------------------------------------|----------|
| • Brad Terry 6 hours @ \$21.02/hour     | \$126.12 |
| • Richard Holmes 6 hours @ \$15.55/hour | \$93.30  |
| • Anthony Thomas 1 hour @ \$20.45/hour  | \$20.45  |
| • Jonathan Rhodes 1 hour @ \$15.02/hour | \$15.02  |

Labor Subtotal: \$254.89

**GRAND TOTAL: \$5,978.13**



www.wittichen-supply.com  
WHOLESALE ONLY  
CORP ID 63-0369255

# Wittichen Supply Company

Refrigeration, Air Conditioning and Heating Supplies

PLEASE REMIT TO:

2912 THIRD AVE. NORTH | BIRMINGHAM, AL 35203  
ACCOUNTS RECEIVABLE: (205) 251-8500

## Invoice

800178421

PO#: 4498 / RAMER LIBRARY

Store: Montgomery: 334-265-2980

Date: 7/20/2017 7:56:00 AM

Shipped Via: P/U

Entered By: Jim Deininger

Contact: BRAD

T 80955000  
O MONTGOMERY-FINANCE, CITY OF  
DEPARTMENT OF FINANCE  
P O BOX 1111  
MONTGOMERY, AL 361011111

S  
H  
I  
P  
T  
O

| QTY | ITEM                            | DESCRIPTION                                      | UNIT \$   | EXT \$ TAX |
|-----|---------------------------------|--------------------------------------------------|-----------|------------|
| 1   | ALS.ASM120X-V-R410A<br>ALLSTYLE | REPL EVAP COIL UP 10T R410A<br>Serial: 16H01072S | 985.00 EA | 985.00 N   |
| 1   | RAG.BTOW-5<br>RAGS, TOWELS      | BLUE TOWELS 5LB BOX                              | 15.02 EA  | 15.02 N    |
| 2   | DIV.HS-192<br>DIVERSITECH       | RATCH-IT STAP 16'                                | 37.15 EA  | 74.30 N    |

| TAX AND TERMS                                                                                               | TRANSACTION TOTAL      |
|-------------------------------------------------------------------------------------------------------------|------------------------|
| SALES TAX:                                                                                                  | TAXABLE > 0.00         |
| ALABAMA MONTG MONTGOMERY CITY                                                                               | NON-TAXABLE > 1,074.32 |
| 0.00 0.00 0.00                                                                                              | SUB-TOTAL > 1,074.32   |
|                                                                                                             | SALES TAX > 0.00       |
| VISA, MASTERCARD, AND AMEX ACCEPTED                                                                         | DISCOUNT > 0.00        |
| SUBJECT TO MONTHLY LATE PAYMENT CHARGE OF 1-1/2% (18% PER ANNUM) ON BALANCES PAST DUE OVER 30 DAYS BUYER    | TOTAL DUE > 1,074.32   |
| AGREES TO PAY ON DEMAND ALL COSTS AND EXPENSES INCLUDING ATTORNEY FEES/COURT COSTS IF PLACED FOR COLLECTION |                        |

  
BRAD TERRY

SIGNED CUSTOMER COPY - INVOICE

PAGE 1 OF 1

26 LOCATIONS (AL, GA, FL) | FREE DELIVERY ON OUR TRUCK | PRODUCT KNOWLEDGEABLE STAFF | FULLY STOCKED BRANCHES | AFTER HOUR EMERGENCY ON CALL SERVICE

13-2



**SUPPLY COMPANY, INC.**

**ELECTRICAL SUPPLIES**

8331 Plantation Way • PO Box 210055

Montgomery, AL 36117

334 213 0351 Phone • 334 213 0392 Fax

**INVOICE**

INVOICE

1138224

Invoice Date

Page

7/25/2017 10:41:14

1 of 1

ORDER NUMBER

1163127

**Bill To:**

CITY OF MONTG. DEPT OF FINANCE

P.O. BOX 1111

MONTGOMERY, AL 36101

**Ship To:**

COUNTER PICK-UP

MONTGOMERY, AL 36117

Customer ID: 1108

| PO Number | Term Description | Net Due Date | Disc Due Date | Discount Amount |
|-----------|------------------|--------------|---------------|-----------------|
| TRK3739   | NET 10TH         | 8/10/2017    | 8/10/2017     | 0.00            |

| Order Date         | Pick Ticket No | Primary Salesrep Name | Taker |
|--------------------|----------------|-----------------------|-------|
| 7/25/2017 10:26:20 | 1132217        | Stephen Murphy        | MIKEG |

| Quantities |         |           |                  |      | Item ID<br>Item Description | Pricing<br>UOM | Unit Price | Extended Price |
|------------|---------|-----------|------------------|------|-----------------------------|----------------|------------|----------------|
| Ordered    | Shipped | Remaining | UOM<br>Unit Size | Days |                             | Unit Size      |            |                |

Carrier: CUSTOMER PICK-UP

|   |   |      |     |  |                                         |        |            |        |
|---|---|------|-----|--|-----------------------------------------|--------|------------|--------|
| 1 | 1 | 0 EA | EA  |  | SQDD322NRB                              | EA     | 115.955882 | 115.96 |
|   |   |      | 1.0 |  | 60A GD N3R 3PH 4W 240V 3-Fuse Safety Sw | 1.0000 |            |        |
| 3 | 3 | 0 EA | EA  |  | BUSFRNR60                               | EA     | 8.890000   | 26.67  |
|   |   |      | 1.0 |  | 60A Time Delay Dual Element RK5 Fuse    | 1.0000 |            |        |

Shipment Accepted By:

*Anthony C. Thomas*

Total Lines: 2

**SUB-TOTAL:** 142.63

**TAX:** 0.00

**AMOUNT DUE:** 142.63

ORIGINAL

Visit us on the web at [www.randrsupply.com](http://www.randrsupply.com)

13-3

# CLIMATE CONTROL EQUIPMENT, INC.



**Anniversary**

WHOLESALE HEATING AND AIR CONDITIONING EQUIPMENT AND SUPPLIES  
830 GEORGE TODD DRIVE • MONTGOMERY, ALABAMA 36111  
PHONE 277-4110 • P.O. BOX 210277

CUSTOMER'S FILE COPY  
INVOICE NO.  
**205160**

SOLD TO: CITY of MONTGOMERY

STREET ADDRESS \_\_\_\_\_  
CITY AND STATE \_\_\_\_\_

SHIP TO: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_

JOB NAME RAMER LIBRARY

STOCK

DIRECT

BY: MW

ORDER DATE 7-20-17 CUST. ORDER NO. \_\_\_\_\_ SHIP VIA P/U PPD COL \_\_\_\_\_

| ORDERED | SHIPPED | B.O. | DESCRIPTION                         | UNIT PRICE | DISC. | TOTAL              |
|---------|---------|------|-------------------------------------|------------|-------|--------------------|
| 1       | 1       |      | DX/ISA R03<br>1602350572            |            |       | 2351 <sup>00</sup> |
| 2       | 2       |      | GMHB1005CN 1705526869<br>1705526877 | 613        |       | 1226               |
| 13      | 13      |      | PVC 3/4 90                          | 38         |       | 494                |
| 10      | 10      |      | PVC 3/4 Plug                        | 38         |       | 380                |
| 10      | 10      |      | PVC 3/4 MTP                         | 38         |       | 380                |
| 9       | 9       |      | PVC 3/4 TEE                         | 38         |       | 342                |
| 16      | 16      |      | PVC 3/4 Coupl                       | 38         |       | 608                |
| 1       | 1       |      | RED Nut                             |            |       | 600                |
| 1       | 1       |      | Yellow Nut                          |            |       | 450                |
| 1       | 1       |      | ORANGE Nut                          |            |       | 425                |
| 1       | 1       |      | 5-10 PVC CEDIENT                    |            |       | 750                |
| 1       | 1       |      | 1905                                |            |       | 82 <sup>00</sup>   |

A MONTHLY SERVICE CHARGE WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. WE MUST HAVE DATE AND INVOICE NUMBER ON ALL RETURNED MERCHANDISE.

SUB TOTAL 3706<sup>29</sup>

FREIGHT

CITY TAX

COUNTY TAX E

STATE TAX

TOTAL INVOICE 3706<sup>29</sup>

PAY THIS AMOUNT

REC'D BY: B. J. [Signature] DATE REC'D \_\_\_\_\_ PAGES OF PAGES 11

13-4





City of **Montgomery**, Alabama

August 3, 2017

Mrs. Owes;

Per your request, enclosed are the invoices for said work at the Ramer Library. The employee's hourly wages and hours of work:

|                  |         |        |
|------------------|---------|--------|
| Brad Terry       | \$21.02 | 6 hrs. |
| Richard Holmes   | \$15.55 | 6 hrs. |
| Anthony C Thomas | \$20.45 | 1 hr.  |
| Jonathan Rhodes  | \$15.02 | 1 hr.  |

If additional information is needed, please don't hesitate to contact me.

Doretha

13-6

August 3, 2017

Mr. Donnie Mims  
Administrator  
Montgomery County Commission  
Montgomery, AL

Re: Renovation of Juliette Hampton Morgan Library

Dear Mr. Mims:

On behalf of the Library Board of Trustees, I am requesting support of the renovation of the Juliette Hampton Morgan Memorial Library (the Main Library) in the amount of \$400,000. These funds will enable the library to continue its efforts to make the main location of the library system a 21<sup>st</sup> century library.

By the end of this calendar year, or as early as the spring of 2018, it is the desire of the Library Board to have completed this project and prepare for a reopening of the facility. We will keep you informed of our progress.

The attached report shows what has been done and what is left to be done. It also shows you what money has been raised by library administration to be applied to the project.

Thank you so much for your continued support of the public library and for the consistent foundation provided by the Montgomery County Commission. Without the financial support of the Montgomery County Commission it would be very difficult to provide this level of access to information to the citizens of Montgomery County.

Should you need additional information, please feel free to contact me. Again, thank you.

Best regards,

*Jaunita Owes*

Jaunita Owes  
Library Director

JHML as of  
June 26, 2017

# Renovaton Project Update

|    | A                                                                                                                                        | B                                     | C | D | E                  |
|----|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---|---|--------------------|
| 1  |                                                                                                                                          |                                       |   |   |                    |
| 2  |                                                                                                                                          |                                       |   |   |                    |
| 3  | <b>Completed as of June 22, 2017</b>                                                                                                     |                                       |   |   | <b>Cost</b>        |
| 4  | Carpeting, paint, bathrooms upgrade (not included in \$2.4 mil project budget)                                                           |                                       |   |   | <b>\$125,000</b>   |
| 5  |                                                                                                                                          |                                       |   |   |                    |
| 6  |                                                                                                                                          |                                       |   |   |                    |
| 7  | Bathroom Tile Work                                                                                                                       |                                       |   |   | \$45,000           |
| 8  | Roof                                                                                                                                     |                                       |   |   | \$250,000          |
| 9  | Elevator                                                                                                                                 |                                       |   |   | \$90,000           |
| 10 | HVAC                                                                                                                                     |                                       |   |   | \$550,000          |
| 11 | <b>Subtotal lines 7 - 10:</b>                                                                                                            |                                       |   |   | <b>\$935,000</b>   |
| 12 | <b>Line 4 + Line 11</b>                                                                                                                  | <b>Grand Total Work Completed:</b>    |   |   | <b>\$1,060,000</b> |
| 13 |                                                                                                                                          |                                       |   |   |                    |
| 14 | <b>Work to be completed:</b>                                                                                                             |                                       |   |   |                    |
| 15 | Furniture Package/Shelving                                                                                                               |                                       |   |   | \$512,000          |
| 16 | Technology                                                                                                                               |                                       |   |   | \$500,000          |
| 17 | Exterior Brickwork                                                                                                                       |                                       |   |   | \$10,000           |
| 18 | Historic Statue/Murals                                                                                                                   |                                       |   |   | \$50,000           |
| 19 | Landscaping/Parking lot/Grounds                                                                                                          |                                       |   |   | \$40,000           |
| 20 | Message Boards                                                                                                                           |                                       |   |   | \$50,000           |
| 21 | Video security system                                                                                                                    |                                       |   |   | \$50,000           |
| 22 | Noise Retention Walls for Children and Teen areas; outside access for Children, Teen, Adult areas; outdoor learning spaces and courtyard |                                       |   |   | \$100,000          |
| 23 |                                                                                                                                          |                                       |   |   |                    |
| 24 |                                                                                                                                          |                                       |   |   |                    |
| 25 | Wiring and Outlet Upgrades                                                                                                               |                                       |   |   | \$35,000           |
| 26 | <b>Lines 15-25</b>                                                                                                                       | <b>Subtotal Work to be Completed:</b> |   |   | <b>\$1,347,000</b> |
| 27 |                                                                                                                                          |                                       |   |   |                    |
| 28 | <b>Total Project Budget:</b>                                                                                                             |                                       |   |   | <b>\$2,282,000</b> |
| 29 | <b>Grand Total (includes line 4):</b>                                                                                                    |                                       |   |   | <b>\$2,407,000</b> |
| 30 |                                                                                                                                          |                                       |   |   |                    |
| 31 | <b>Private/Nonprofit Financial Commitments:</b>                                                                                          |                                       |   |   |                    |
| 32 | Jean Daniel Family Donation (Finance Office)                                                                                             |                                       |   |   | \$100,000          |
| 33 | Librray Foundation Funds (Foundation Treasury)                                                                                           |                                       |   |   | \$100,000          |
| 34 | Lowder Family Foundation Pledge(begin pay 2018)                                                                                          |                                       |   |   | \$100,000          |
| 35 |                                                                                                                                          |                                       |   |   |                    |
| 36 | <b>Total Committed Outside Funds:</b>                                                                                                    |                                       |   |   | <b>\$300,000</b>   |
| 37 |                                                                                                                                          |                                       |   |   |                    |
| 38 | <b>Remaining Expenses less Committed Outside Funds:</b>                                                                                  |                                       |   |   | <b>\$1,047,000</b> |
| 39 |                                                                                                                                          |                                       |   |   |                    |

13812 U.S. Highway 31 - Hope Hull, AL 36043

Church - 334.281.9439  
Church Fax - 334.281.9419  
Church InfoLine - 334.280.3444

Home - 334.288.7414  
Cell - 334.315.2235  
Email - garyburton1@charter.net

*Gary Burton*

PINTALA BAPTIST CHURCH  
Website - www.pintalabaptistchurch.com

Finance Committee Discussion on July 6, 2017

14-2

**Tammy Nix**

---

**From:** Ray Rawlings <rrawlings@dta-security.com>  
**Sent:** Thursday, August 03, 2017 11:36 AM  
**To:** Donald Mims  
**Subject:** MCHS Executive Director  
**Attachments:** mchs.docx

Donald:

I have attached a file regarding our hiring of a new Executive Director. I will make sure that you are kept in touch with us as we proceed to hire for this position.

Hope all goes well with the County during your budget hearings for 2018. Thank you again for all of your help with the Montgomery County Historical Society.

**Ray D. Rawlings-President**  
**DTA SECURITY SERVICE**  
**1001 South Hull Street**  
**Montgomery, AL 36104**  
**334-832-2222**

**MONTGOMERY COUNTY HISTORICAL SOCIETY**

**JOB SEARCH FOR NEW EXECUTIVE DIRECTOR**

**The foundation is using several search engines in our attempt to hire a new Executive Director.**

**We have had over ten (10) resume responses to our job description for this position. Our review committee will begin the process of interviewing these job applicants on the 17<sup>th</sup> of August, 2017.**

**We hope to have a new Executive Director on hire NLT September 30, 2017.**

**Our salary range is between \$50,000. to \$60,000. for this Executive Director position.**



**Montgomery  
Chamber**

**BUILD ON**

We invite you to join us for a

**MEET & GREET**

*Coffee Reception*

- WITH -

**THE HONORABLE  
KAY IVEY**  
GOVERNOR, STATE OF ALABAMA

**MONDAY, AUGUST 14, 2017  
8:00AM - 9:00AM**

**LOVELESS ACADEMIC MAGNET PROGRAM  
(LAMP) HIGH SCHOOL**

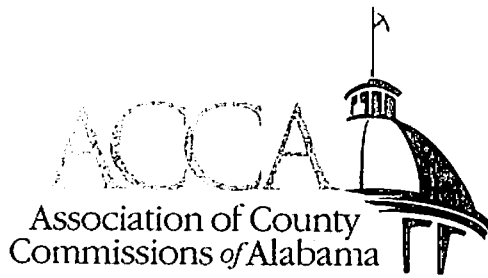
**AT  
ONE CENTER  
3440 MCGHEE ROAD  
MONTGOMERY, AL 36111**

**PLEASE RSVP TO BONNIE EVANS BY THURSDAY, AUGUST 10TH  
BEVANS@MONTGOMERYCHAMBER.COM OR 334-240-9299**



**Bonnie D. Evans**  
Senior Manager, Community Strategies  
**Montgomery Area Chamber of Commerce**  
[www.montgomerychamber.com](http://www.montgomerychamber.com)  
41 Commerce Street, P.O. Box 79  
Montgomery Alabama 36104  
**Office: 334-240-9299**

[www.facebook.com/montgomerychamber](https://www.facebook.com/montgomerychamber)  
[www.twitter/mgmchamber](https://www.twitter/mgmchamber)



P.O. Box 5040 • Montgomery, Alabama 36103

Telephone 334-263-7594 • Fax 334-263-7678

[www.alabamacounties.org](http://www.alabamacounties.org)

Hon. Bill Strickland, Marshall County, President

Sonny Brasfield, Executive Director

TO: Members, Association of County Commissions of Alabama

FROM: Sonny Brasfield, Executive Director

DATE: July 25, 2017

RE: Proposed Amendment of the ACCA By-Laws (Legislative Committee)

Attached please find a proposed amendment to Sections II and IV of the Association's By-laws. The proposed changes will be subject to action by the membership during the Association's annual business session on Thursday, August 24 at 3:45 p.m. at the Perdido Beach Resort. This notice will serve to comply with the by-law provision regarding such amendments.

The proposed new language, along with procedures established by the Board of Directors (see attached), will effectively provide every county a seat on the Association's Legislative Committee. This change is proposed to ensure that all counties are engaged and have the opportunity for a direct and active voice in the Association's legislative initiatives.

We encourage counties to review the proposed changes and to provide us with any comments or concerns that may arise.

The amendment will require the affirmative vote of two-thirds of Alabama's 67 counties. So it is important that all counties be represented at the business session.

RDB/bs

Attachments

**District 2**

Limestone, Madison

**District 3**

Cherokee, DeKalb, Etowah, Jackson, Marshall

**District 4**

Blount, Cullman, Lawrence, Morgan, St. Clair

**District 5**

Jefferson

**District 6**

Bibb, Chilton, Dallas, Greene, Hale, Perry, Pickens, Sumter, Tuscaloosa

**District 7**

Calhoun, Cleburne, Shelby, Talladega

**District 8**

Bullock, Chambers, Clay, Coosa, Macon, Lee, Randolph, Russell, Tallapoosa

**District 9**

Autauga, Elmore, Lowndes, Montgomery

**District 10**

Baldwin, Butler, Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington, Wilcox

**District 11**

Barbour, Coffee, Covington, Crenshaw, Dale, Geneva, Henry, Houston, Pike

**District 12**

Mobile

**ARTICLE V BOARD OF DIRECTORS**

**Section 1. Board of Directors**

The affairs of the Association shall be conducted by the Board of Directors. The Board shall consist of: one (1) member representative from each association district in the state, elected by member representatives of the counties from each district pursuant to procedures adopted by the Board of Directors; the President; the President-Elect; the Vice-President; the minority representative and all past presidents serving as elected members of county commissions of member counties. Any person seeking election or appointment as a member of or representative to the Board of Directors shall be in

17-2

minority representative of the Association. The committee shall submit its recommendations to the members of the Association at least 12 hours before the business meeting at the annual convention. After these names are placed in nomination, any additional name may be placed in nomination from the floor at the business meeting.

- (d) Awards Committee shall consist of three (3) members from the Board of Directors and two (2) member representatives selected at large. All five (5) members shall be appointed by the President and shall serve for a period of one (1) year. It shall be the duty of this committee to select certain individuals to receive awards from the Association for outstanding service or contribution to county government. These awards shall be presented at the annual convention.

## Section 2. Ex Officio Members of Standing Committees

The officers of the Association shall serve as ex officio members of all standing committees except the Nomination and Election Committee.

## Section 3. Additional Committees

In addition to standing committees, there shall be any special committees as the President or Board of Directors shall determine to be necessary.

# ARTICLE VII EMPLOYEES AND ASSOCIATION OFFICE

## Section 1. Executive Director

The Board of Directors shall appoint an Executive Director who shall serve until his or her successor is appointed. The Executive Director shall manage and direct the affairs of the Association in a manner consistent with the directives of the Board of Directors. He or she shall also serve as Secretary-Treasurer of the Association unless provided otherwise by the Board of Directors.

## Section 2. Association Office

The Executive Director shall establish and maintain an Association Office, employ such personnel as may be necessary and direct the functions of said office subject to policy as established by the Board of Directors.

## ARTICLE X AMENDMENTS

### Section 1. Amendments

At any annual or special meeting of the Association these By-laws may be amended by a two-thirds affirmative vote of the member counties present, provided that at least 10 days notice of such proposed amendment shall have been given to each member of the Association.

Adopted June 21, 1974  
Amended December 16, 1977  
Amended June 13, 1980  
Amended December 14, 1984  
Amended August 13, 1992  
Amended August 12, 1993  
Amended December 11, 1997  
Amended August 13, 1998  
Amended December 6, 2001  
Amended December 2, 2004  
Amended December 1, 2005  
Amended December 4, 2014

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## **Nomination Process ACCA Legislative Committee**

*Proposed process to be effective following  
amendment of ACCA By-Laws on Aug. 24, 2017*

Beginning in August of 2018 and each August thereafter, the County Commissions will be provided the opportunity to submit a nominee for service on the ACCA Legislative Committee. The nominee from each county may be submitted only after approval by majority vote of the membership of the commission. The ACCA staff will provide the membership with a form for reporting the nominee.

Should a county fail to report a nominee by August 1, the county's nominee will be appointed by the Association's Officers. Such nominees will be selected from one of the following:

- A past president of the Association who serves on the county commission.
- The county-wide elected chair or probate-judge chair of the commission.
- The member of the commission who is then-serving as chair.
- Another member of the commission who expresses interest in serving.

Because the proposed amendments to the By-Laws establishing 67 members for the Legislative Committee cannot be adopted until the business session scheduled for August 24, 2017 it is necessary to provide for a separate process for the selection of the 2017-2018 Legislative Committee.

The 2017-2018 Legislative Committee will consist of those nominees reported to the Association by August 15, 2017 and those nominees appointed by the Association's Officers using the criteria outlined above for future nominees selected by the Officers. The 2017-2018 Legislative Committee will be reported to the membership no later than August 31, 2017.

# UPCOMING BIDS/CONTRACT RENEWALS

| <u>Month</u> | <u>Contract No.</u>            | <u>Item</u>                                                       | <u>Department</u>                    | <u>Vendor</u>                     | <u>Renewal Date</u>          | <u>Rebid Date</u>            |
|--------------|--------------------------------|-------------------------------------------------------------------|--------------------------------------|-----------------------------------|------------------------------|------------------------------|
| <u>AUG</u>   |                                |                                                                   |                                      |                                   |                              |                              |
|              | 51100-13B-024                  | Pest Control Services                                             | County Commission                    | Knox Pest Control                 | Aug, 2017                    | Aug 31, 2019                 |
|              | 51965-14B-014                  | Internet Services                                                 | Information Systems                  | TW Telecom of Alabama             |                              | Aug 31, 2017                 |
|              | 51901-16B-024                  | Montgomery County Parks Ground Maintenance                        | Support Service                      | Sharpcut Lawn Service             | July 31, 2017                | July 31, 2019                |
| <u>SEPT</u>  |                                |                                                                   |                                      |                                   |                              |                              |
|              | 51901-14B-022                  | Preventive Maintenance                                            | Support Service                      | Climate Services                  |                              | Sept 14, 2017                |
|              | 52110-13B-027                  | Oil Service & Tire Rotation                                       | Sheriff's Office                     | Stivers Ford                      | Sept 30, 2017                | Sept 30, 2019                |
|              | 52601-16P-001                  | Manage and Operate Community Based Adolescent Alternative Program | Youth Facility                       | The Bridge, Inc.                  | Sept 30, 2016                |                              |
|              | 51100-15B-027                  | Cafeteria Lease                                                   | County Commission                    | ASE Cakes and Catering, LLC       | September 7, 2018            | Sept 7, 2021                 |
|              | 53300-16B-030                  | Concrete Pipe                                                     | Engineering                          | Forterra Pipe & Precast           | September 30, 2017           | Sept 30, 2019                |
| <u>OCT</u>   |                                |                                                                   |                                      |                                   |                              |                              |
|              | 51100-15B-033                  | Clean Saturday Trash Pickup                                       | County Commission                    | Sea Coast Disposal                | October 31, 2017             | Oct 31, 2018                 |
|              | 52200-14B-024                  | Commissary & Trust                                                | Detention Facility                   | Keefe Commissary                  |                              | Oct 31, 2017                 |
|              | 52110-16B-038<br>52110-16B-038 | Footwear<br>Footwear                                              | Sheriff's Office<br>Sheriff's Office | Azars<br>Gulf States Distributors | Oct 16, 2017<br>Oct 16, 2017 | Oct 16, 2019<br>Oct 16, 2019 |
|              | 53000-16B-039                  | Metal Pipe                                                        | Engineering                          | Gulf Atlantic Culvert Co.         | Oct 16, 2017                 | Oct 16, 2019                 |

MONTGOMERY  
AREA CHAMBER OF COMMERCE

Aug 3, 2017

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday August 7, 2017 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD  
Senior Vice President  
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE KENTUCKY REGION.