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October 5, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the October 10, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Tuesday, October 10, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County offices will be closed Monday, October 9, 2017 in observance of Columbus Day.

The Examiners of Public Accounts will conduct the Annual Audit Exit Conference immediately following the adjournment of Tuesday's meeting. The Open Meetings Law allows the Examiners of Public Accounts to meet privately with the County Commission, Code of Alabama Section 36-25A-2, Paragraph 6-3-b-2.

The ACCA District Meeting will be held Thursday, October 26, 2017, 6:00 p.m., at Central Alabama Community College-Betty Carol Graham Technology Center in Alexander City.

The Montgomery County Commission meeting on November 6, 2017 will be held at Ramer United Methodist Church, which is located at 15153 Hobbie Road, Ramer, AL. The information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.

Also, 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 October 10, 2017

Items to Consider for the Monday, October 23, 2017 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Treatment Center Program for Fiscal Year 2017-2018 (Also, attached is the Grant Agreement for Fiscal Year 2016-2017), Youth Facility

3. Consider Authorization of Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Montgomery County Youth Facility, Youth Facility
4. Consider Authorization of Resolution and Agreement to Participate in the Joint Bidding Program for Counties in the Alabama Department of Transportation's Southeast Region, Engineering Department
5. Consider Authorization of Modification Number 1 to Subgrant Agreement with the Alabama Department of Economic and Community Affairs regarding the Weatherization Program, Grant Agreement Number DOE-028-17, County Commission
6. Consider Authorization of Amendment Number 1 to Contract with Drug Testing Program Management, Inc., regarding a One (1) Year Extension, beginning November 2, 2017 and ending on November 1, 2018, and a 5% Pricing Increase for Drug Testing and Equipment, Contract Number 57202-15B-026, Community Corrections
7. Consider Authorization of Amendment Number 1 to Contract with Montgomery Armored Car Service, Inc., regarding a One (1) Year Extension, beginning January 1, 2018 and ending on December 31, 2018, for Armored Car Services, Contract Number 51100-17B-004, County Commission
8. Consider Authorization of Amendment Number 2 to Contract with Acme Supply Co., Ltd., regarding a One (1) Year Extension, beginning December 21, 2017 and ending on December 20, 2018, for Inmate Uniforms, Contract Number 52200-15B-032, Sheriff's Office
9. Consider Authorization of Amendment Number 3 to Contract with Gulf State Distributors, regarding a Sixty (60) Day Extension, beginning November 7, 2017 and ending on January 6, 2018, for Sheriff's Leather and Accessories, Contract Number 52110-14B-016, Sheriff's Office
10. Consider Authorization of Amendment Number 3 to Contract with SharpCut Lawn Service, regarding a Sixty (60) Day Extension, beginning November 17, 2017 and ending on January 16, 2018, for Landscape at the Montgomery Industrial Park, Contract Number 53100-14B-030, Support Services
11. Consider Authorization of Bank Depositories for the Remainder of 2017 and the 2018 Calendar Year, County Commission
12. Consider Authorization of Payment of 2017-2018 Membership Dues in the Amount of \$225 to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims, Deputy Administrator Florence M. Cauthen and Director of Risk Management Scott Kramer, County Commission (**Dues increased from \$50 to \$75 per person**)

13. Consider Payment of 2018 Membership Dues in the Amount of \$4,587 to the National Association of Counties (NACo) (**Same dues as last year**), County Commission
14. Consider Authorization of Payment of 2017 Membership Dues in the Amount of \$3,650 to the Coosa-Alabama River Improvement Association, Inc., (**Same dues as last year**), County Commission

Personnel Actions

15. Consider Authorization of Unbudgeted Position Fill Requests – Youth Facility (4)
 - Juvenile Detention Officer, Position Number To Be Determined - #1
 - Juvenile Detention Officer, Position Number To Be Determined - #2
 - Juvenile Detention Officer, Position Number To Be Determined - #3
 - Juvenile Detention Officer, Position Number To Be Determined - #4

General Information

16. Copy of Letter from Nimrod T. Frazer, Jr., SIOR with Industrial Partners, L.L.C. regarding Option and Purchase and Sale Agreement with Industrial Partners, L.L.C.
17. Copy of Option and Purchase and Sale Agreement with Industrial Partners, L.L.C., executed August 30, 2004 and Copy of First Amendment to Option and Purchase and Sale Agreement for Industrial Partners executed April 4, 2005
18. Copy of Letter from Executive Director Cornelius Jackson with House to House requesting Funding in the Amount of \$12,400 for Education Programs (**On 6/6/16, Commissioner Hall appropriated \$1,000 for operating expenses**)
19. Copy of Letter from Executive Director Cynthia Brown with Heritage Training & Career Center requesting Funding in the Amount of \$20,000 for Programs (**We have not provided funding in the past**)
20. Copy of Letter from Executive Director Tonya D. Barkum with Second Chance Foundation requesting Funding in the Amount of \$25,000 for At-Risk Youth Programs (**On 3/7/16, Commissioner Harris appropriated \$1,000 from his account. On 6/6/16, Commissioner Harris appropriated \$800 from his account. On 7/5/16, the Commission approved a Budget Change Request in the amount of \$5,000. On 5/1/17, Commissioner Harris appropriated \$500 from his account.**)
21. Copy of Memorandum from Administrator Mims regarding Agenda of Tour by Central Alabama Regional Planning and Development Commission and ADECA Director Kenneth Boswell on October 10-11, 2017
22. Copy of Letter from Executive Director Nathan Cook with Lighthouse Counseling Center, Inc., requesting Funding in the Amount of \$60,000 for the County Jail Program

(Mr. Cook has requested to meet with the Commission at our October 23, 2017 Meeting) (On 12/5/16, the Commission approved a Budget Change Request in the amount of \$60,000 for this Program)

23. Copy of Email from President Janet Coggins with Distinguished Young Women of Montgomery County requesting Funding for the Program **(On 10/19/15, Vice Chairman Walker appropriated \$1,000 from her account and Commissioner Hall appropriated \$500 from his account for a total of \$1,500 for the Program. On 10/3/16, Vice Chairman Walker, Commissioner Harris and Commissioner Hall appropriated \$500 from each of their accounts for a total of \$1,500)**
24. Copy of Email from Director of Existing Industries Jessica G. Horsley with the Montgomery Area Chamber of Commerce and Certificate of Compliance Pursuant to that Project Agreement by and among the State of Alabama, the City of Montgomery, Montgomery County Commission, Steris Corporation and American Sterilizer Company
25. Copy of Invoice from Central Alabama Sports Commission regarding the 2017 Guardian Credit Union FCS Kickoff Sponsorship in the Amount of \$40,000
26. Copy of Letter from Alabama Historical Commission regarding the Addition of Hall Street Baptist Church, 700 Hall Street, to the Alabama Register of Landmarks and Heritage
27. Copy of Schedule of Upcoming Bids/Contract Renewals for October – December 2017

Future Budget Changes from Donation Revenue – No Attachments

Liberty Learning Foundation, Inc., requested Funding in the Amount of \$25,000 for The Super Citizen Programs for the 2017-2018 Academic Year **(On 11/21/16, the County Commission approved a Budget Change Request in the amount of \$25,000 for Program Expense)**

Valiant Cross Academy requested Funding in the Amount of \$42,963.06 for Uniforms and Computers **(On 8/3/15, the Commission approved a Budget Change Request in the amount of \$10,000 to Central Alabama Community Foundation for Uniforms for Valiant Cross Academy. On 10/17/16, Chairman Dean, Commissioner Harris and Commissioner Hall appropriated \$500 from each of their accounts for a total of \$1,500. On 11/7/16, The Commission approved a Budget Change Request in the amount of \$20,000 for computer equipment and smart board system.)**

Montgomery Education Foundation requested Funding in the Amount of \$32,000 regarding the Brain Forest Summer Learning Program (The Brain Forest Summer Learning Program is sponsored by the Montgomery Education Foundation. This program had an \$80,000 shortfall when the State Department of Education realigned the Montgomery County Board of Education's Summer Funding. A 60/40 allocation between the City and County would result in the County appropriating \$32,000 for this Program)

(On 5/16/16, Commissioner Harris appropriated \$1,000 from his account to this organization. The County Commission appropriated in the Budget \$45,000 to the Montgomery Education Foundation from the General Fund for FY 2016-2017)

E.A.T. South Farm requested Funding in the Amount of \$10,000 for Fiscal Year 2017-2018 (On 8/15/16, Vice Chairman Walker appropriated \$2,000 from her account and the Commission approved a Budget Change Request in the amount of \$8,000 for Program Expense.)

Women of Hope requested Funding in the Amount of \$13,500 for Program Services (On 10/5/15, Vice Chairman Walker appropriated \$500 from her account to this organization. On 9/12/16, Vice Chairman Walker appropriated \$1,000 from her account to this organization)

Montgomery Symphony Association requested Funding in the Amount of \$20,000 for Educational Programs (On 2/17/15, Vice Chairman Walker appropriated \$1,000 for education programs, On 3/2/15, Commissioner Harris appropriated \$500 for musical instruments, On 9/8/15, Vice Chairman Walker and Commissioners Harris and Hall appropriated \$500 from each of their accounts, a total of \$1,500, for education programs, On 4/4/16, Commissioner Harris appropriated \$500 for musical instruments, On 8/15/16, Vice Chairman Walker appropriated \$1,500 for education programs and On 9/6/16, the Commission approved a Budget Change Request in the Amount of \$20,000 for Educational Programs)

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
OCTOBER 10, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC – Presentation regarding Letter concerning Option and Purchase and Sale Agreement with Industrial Partners, L.L.C. (**General Information Item 16**) and Option and Purchase and Sale Agreement with Industrial Partners, L.L.C., executed August 30, 2004 and First Amendment to Option and Purchase and Sale Agreement for Industrial Partners executed April 4, 2005 (**General Information Item 17**)
- 8:20 a.m. Founder and Executive Director Mike Bunce with House to House – Presentation requesting Funding in the Amount of \$12,400 for Education Programs (**On 6/6/16, Commissioner Hall appropriated \$1,000 for operating expenses**) (**General Information Item 18**)
- 8:30 a.m. Executive Director Cynthia Brown with Heritage Training & Career Center – Presentation requesting Funding in the Amount of \$20,000 for Programs (**We have not provided funding in the past**) (**General Information Item 19**)
- 8:40 a.m. Executive Director Tonya D. Barkum with Second Chance Foundation requesting Funding in the Amount of \$25,000 for At-Risk Youth Programs (**On 3/7/16, Commissioner Harris appropriated \$1,000 from his account. On 6/6/16, Commissioner Harris appropriated \$800 from his account. On 7/5/16, the Commission approved a Budget Change Request in the amount of \$5,000. On 5/1/17, Commissioner Harris appropriated \$500 from his account**) (**General Information Item 20**)
- 8:50 a.m. Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Treatment Center Program for Fiscal Year 2017-2018 (**Also, attached is the Grant Agreement for Fiscal Year 2016-2017**) (**Future Agenda Item 2**), Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Montgomery County Youth Facility (**Future Agenda Item 3**), and Four Unbudgeted Position Fill Requests for Juvenile Detention Officers, Position Numbers To Be Determined (**Personnel Action Item 15**)
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information System Operations

- 9:10 a.m. County Engineer George Speake – Update regarding Engineering Operations and Resolution and Agreement to Participate in the Joint Bidding Program for Counties in the Alabama Department of Transportation’s Southeast Region (**Future Agenda Item 4**)
- 9:20 a.m. Weatherization Program Manager Donny Barber with Central Alabama Regional Planning and Development Commission – Presentation regarding Modification Number 1 to Subgrant Agreement with the Alabama Department of Economic and Community Affairs regarding the Weatherization Program, Grant Agreement Number DOE-028-17 (**Future Agenda Item 5**) and Agenda of Tour by Central Alabama Regional Planning and Development Commission and ADECA Director Kenneth Boswell on October 10-11, 2017 (**General Information Item 21**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn
- 10:10 a.m. The Examiners of Public Accounts – Annual Audit Exit Conference

MCYF

Memo

To: Donald L. Mims
From: Beverly Riddle Wise *BRW*
Date: October 3, 2017
RE: Alabama Department of Youth Services Agency Grant Agreement

Attached is the 2017-2018 Department of Youth Services Agency Grant Agreement which awards to the Montgomery County Commission the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00). Please place on the next County Commission agenda for approval. Thank you.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2017 – 2018

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

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

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting 100+ youth annually, with a maximum capacity of 45 and a 10-20 week average length of participation.

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

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

The program that receives funding from this grant will:

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

- Produce an annual report by November 30, for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2017.

BY: _____

Montgomery County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2016 – 2017

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

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

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

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

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

The program that receives funding from this grant will:

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

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

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

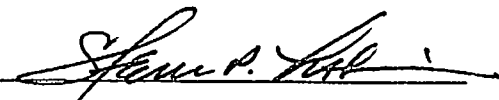
The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds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

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: 
Steven P. Lafreniere
Executive Director

BY: 
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 17th day of October, 2016.

BY: 
Montgomery County Commission

MCYF

Memo

To: Donnie L. Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator
Cc: Brandi K. Alexander, Detention Director
Date: 9/29/2017
Re: Dr. Ogunbi's Contract

BKW

Attached is Dr. Ogunbi's contract for 2017-2018. Please place on the next County Commission agenda for approval.

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2017 through September 30, 2018 for \$52,029.91.

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

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

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

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

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

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

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

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

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

9/11/2017
Date


Dr. Adedoyin Dosunmu-Ogunbi

Date

Beverly Wise
Acting Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

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
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ENGINEERING DEPARTMENT

July 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Resolution to Participate in the Joint Bidding Program for Counties in
ALDOTS Southeast Region

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution 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 AND AGREEMENT TO PARTICIPATE IN THE JOINT BIDDING PROGRAM FOR COUNTIES IN ALDOTS SOUTHEAST REGION

WHEREAS, the Alabama Legislature enacted Act No. 2000-153 during the 2000 Regular Session, which act authorizes two or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid law (Code of Alabama 1975, § 41-16-50 et seq.); and

WHEREAS, **Southeast Region Joint Bid Committee** (hereinafter "the Committee") has agreed to administer a **Southeast Region Joint Bid Program** for counties pursuant to Act No. 2000-153 for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law; and

WHEREAS, pursuant to Code of Alabama 1975, § 41-16-21.1 and § 41-16-50, each County desiring to participate in this county **Southeast Region Joint Bid Program** is required to adopt a similar resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

WHEREAS, the **Montgomery County Commission** desires to join and participate in the **Southeast Region Joint Bid Program** and understands and agrees to the procedures as set out below:

(1) That the **Committee** comprised of each County Engineer or his/her designee shall provide administrative services to the program, and in this regard, shall

- Oversee the development of written specifications for each item to be bid,
- Assign responsibility to member Counties to advertise, write specifications, review and award bids for the particular item(s) to be available for use by all member Counties.
- Provide other services as necessary excluding the awarding of the contracts.

(2) That in order to participate, each County Commission shall forward to the County Commission designated to handle a particular item the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for a particular item (its "vendor list"), and that following receipt of said vendor lists, the Designated County Commission shall mail appropriate bid specifications to each applicable person or company if that particular item is being bid, as provided in Code of Alabama 1975, § 41-16-54.

(3) Each County shall forward an original copy of the Resolution, agreeing to participate in the **Southeast Region Joint Bid Program**, to the **Southeast Region Joint Bid Committee** at **P.O. Box 86, Clayton, AL, 36018**.

(4) That the Designated County Commission will provide the other **Southeast Region** Counties participating in the **Southeast Region Joint Bid Program** with a notice of each solicitation for bid and in compliance with Code of Alabama 1975, § 41-16-54, All **Southeast Region** County Commissions participating in the **Southeast Region Joint Bid Program** shall post said notice on a bulletin board in the County's purchasing office.

(5) That in compliance with Code of Alabama 1975, § 41-16-54, the Montgomery County Commission agrees that it shall not be eligible to purchase an item under a contract awarded through the program unless it has posted such notice.

(6) That following the opening of bids, the designated County Commission will serve as awarding authority for the particular items they are responsible for and shall determine the lowest responsible bidder and award any contract bid through the program at a regular meeting of the designated County Commission as announced at the opening of bids.

(7) That participation in the County **Southeast Region Joint Bid Program** is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3, 4, and 5, once a contract has been awarded for a particular item bid through the program, the Montgomery County Commission may purchase that item during the contract period under the terms of and at the price established under the contract, but shall not be required to purchase any particular item under the contract awarded through the program.

(8) That if the Montgomery County Commission decides to purchase an item other than through the program, it must separately bid that item if such bidding is required by Alabama's competitive bid law.

(9) That following the award of a contract under the County **Southeast Region Joint Bid Program**, purchases of items through the program by the Montgomery County Commission shall be made directly from the successful bidder by the county pursuant to its own purchasing policy, and that there shall be no joint purchasing agent representing the program or any Counties participating in the program.

(10) That the Montgomery County Commission shall remain a member of the program so long as it desires and agrees to participate in this **Southeast Region Joint Bid Program** under its terms and conditions, and that the Montgomery County Commission shall give at least thirty (30) days notice to the other members of the **Southeast Region Joint Bid Program** of its intent to terminate its participation in the program.

(11) That at the expiration of the thirty days termination notice, the Montgomery County Commission shall be removed from the program and from any correspondence or advertisement regarding the program or any item to be bid under its terms and conditions.

(12) That following its termination from the program, the Montgomery County Commission shall not be eligible to make purchases under the terms and at the cost of the

contract award for a particular item, and will be required to bid each item on its own under the requirements of Alabama's competitive bid law.

(13) That this resolution, once adopted by the Montgomery County Commission, shall serve as its agreement and contract with all other Counties participating in the county **Southeast Region Joint Bid Program** for the joint bidding of certain items required to be bid under Alabama's competitive bid law.

(14) That in order for a County to purchase an item through the County **Southeast Region Joint Bid Program**, it must have joined the program by adopting this resolution prior to the solicitation of bids for that item, but that once the County has joined the program, it shall remain a member, and subject to the conditions set out in paragraphs 2, 3, 4, and 5 above, shall be eligible for the purchase of all items thereafter bid under the program until and unless it terminates its participation as set out in paragraphs 11, 12, and 13 above.

BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it agrees to all terms and conditions of the County **Southeast Region Joint Bid Program** as set out above, and desires to participate in said program.

BE IT FURTHER RESOLVED that it is the intent of the Montgomery County Commission by adoption of this resolution to enter into a joint bidding agreement with all other counties participating in the County **Southeast Region Joint Bid Program**.

BE IT FURTHER RESOLVED that a copy of this resolution be immediately forwarded to the **Southeast Region Joint Bid Committee** with a request that the Montgomery County Commission be included in the county **Southeast Region Joint Bid Program** for all items bid through the program until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

IN WITNESS THEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the ____ day of _____.

Chairman, Montgomery County Commission

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

September 19, 2017

Honorable Elton N. Dean, Sr.
Chairman of Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Modification No. 1
Grant No. DOE-028-17

Enclosed are two copies of the above-referenced Department of Energy Grant Modification.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB/BM/ks

Enclosures

cc: Mr. Greg Clark

SUBGRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement: DOE-028-17
Modification: 1
Grant Amount: \$116,203.00

THIS MODIFICATION is entered into as of September 1, 2017, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." This modification amends Grant Agreement No. DOE-028-17 dated April 1, 2017.

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0007902

Federal Award Date: April 1, 2017

Subaward Period of Performance Start and End Date: April 1, 2017 – March 31, 2018

Amount of Federal Funds obligated by this action to the Subrecipient: \$63,297.00

Total amount of Federal Funds obligated to the Subrecipient: \$116,203.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$116,203.00

Federal Award project description: Weatherization Assistance Program

Name of Federal awarding agency: U.S. Department of Energy

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

1. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 2: Funding**" and the relative attachments of the above-referenced Grant Agreement.
2. "**Paragraph 2: Funding**" is hereby amended to read as follows:

Funding: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this agreement exceed **\$116,203.00** for full and completely satisfactory performance. Additional requirements relative to the Grant amount may be found in Attachment A, Paragraph 2. Any additional costs shall be borne by the Subrecipient.

3. All other terms and conditions not affected by this modification shall remain in full force and effect.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**

Department

Montgomery County Commission

Subrecipient

Maureen E. Neighbors 9/8/17
Maureen E. Neighbors Date
Energy Division Chief

X _____ X
Authorized Official for Subrecipient Date

Kenneth W. Boswell 9/14/17
Kenneth W. Boswell Date
Director

X _____ X
Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Claudia Kennedy Smith 9/14/17
Claudia Kennedy Smith Date
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO.: DOE-028-17

MODIFICATION: 1

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2017

1. The Subgrantee shall weatherize a minimum of 12 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	12

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-17

MODIFICATION: 1

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$3,000.00	+\$3,977.00	\$6,977.00
PROGRAM OPERATIONS	\$31,406.00	+\$44,020.00	\$75,426.00
HEALTH AND SAFETY	\$9,500.00	+\$13,300.00	\$22,800.00
AGENCY LIABILITY INSURANCE	\$0.00	\$0.00	\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$2,000.00	+\$2,000.00	\$4,000.00
FINANCIAL AUDIT	\$7,000.00	\$0.00	\$7,000.00

GRAND TOTAL: \$116,203.00

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 4, 2017

RE: Contract No. 57202-15B-026
Drug Testing and Equipment

I request that the attached Amendment No. 1 to Drug Testing Program Management, Inc. contract for drug testing and equipment be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 2, 2017 and ending on November 1, 2018.

Drug Testing Program Management, Inc. 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 Paul H. Brown,
Executive Director of Montgomery County Community Corrections.

Attachment

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

**Amendment
To
Contract # 57202-15B-026**

Amendment No. 1

Contract with Drug Testing Program Management, Inc. for drug testing and equipment is hereby extended for one (1) year, beginning November 2, 2017 and ending November 1, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

DRUG TESTING PROGRAM MANAGEMENT,
INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 2, 2017

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

I request that the attached Amendment No. 1 to Armored Car Service, Inc. contract for armored car services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 1, 2018 and ending on December 31, 2018.

Montgomery Armored Car Service, Inc. chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Steven L. Reed, Judge of Probate and Terri Henderson, Revenue Manager.

Attachment

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

Amendment
To
Contract # 51100-17B-004

Amendment No. 1

Contract for armored car services, is hereby extended for one (1) year beginning January 1, 2018 and ending December 31, 2018.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

MONTGOMERY ARMORED CAR SERVICE,
INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 2, 2017

RE: Contract No. 52200-15B-032
Inmate Uniforms

I request that the attached Amendment No. 2 to Acme Supply Co., Ltd. contract for inmate uniforms be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning December 21, 2017 and ending on December 20, 2018.

Acme Supply Co., Ltd. chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

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

**Amendment
To
Contract # 52200-15B-003**

Amendment No. 2

Contract for Inmate Uniforms, is hereby extended for one (1) year beginning December 21, 2017 and ending December 20, 2018.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

ACME SUPPLY CO., LTD.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mes}

DATE: October 4, 2017

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

I request that the attached Amendment No. 3 to Gulf State Distributors contract for leather and accessories be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning November 7, 2017 and ending on January 6, 2018. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-14B-026

Amendment No. 3

Contract with Gulf States Distributors for leather and accessories is hereby extended for sixty (60) days beginning November 7, 2017 and ending January 6, 2018.

All other provisions of the contract will remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{ad}

DATE: October 4, 2017

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

I request that the attached Amendment No.3 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning November 17, 2017 and ending on January 16, 2018. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 3

Contract with Sharp Cut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for sixty (60) days, beginning November 17, 2017 and ending January 16, 2018.

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
SHERRILL R. THOMAS, CPA
FINANCE DIRECTOR

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

TO: Donald L. Mims, Administrator
FROM: Sherrill R. Thomas, Finance Director 
DATE: October 3, 2017
RE: LIST OF BANK DEPOSITORIES

Following is a list of banks currently doing business in Montgomery County and should be designated depositories for the remainder of Calendar Year 2017 and Calendar Year 2018.

US AmericaBank
Amerifirst Bank
Auburn Bank
BB&T
BBVA Compass
Cadence Bank
Community Bank & Trust
Hancock Bank
IberiaBank
Liberty Bank & Trust Co.
PNC Bank
PrimeSouth Bank
Regions Bank
Renasant Bank
River Bank & Trust
ServisFirst Bank
Sterling Bank
Trustmark National Bank
Wells Fargo Bank



ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION

August 1, 2017

ACCMA ANNUAL MEMBERSHIP DUES

Form for 2017-2018 Membership Year
(October 1, 2017 – September 30, 2018)

Organization Name: Montgomery County Commission Telephone: 334/832-1212

Address: 101 S. Lawrence St., Montgomery, AL 36104 Web Address: www.mc-ala.org

The ACCMA would like to invite you and others in your organization to become a member and enjoy the many benefits available through the association including discounted registration for each of the two annual educational events. Eligible members include City and County Managers, Administrators, Assistant Managers, Assistant Administrators, Clerks, Finance Directors, Accounting Clerks, Personnel Directors, Mayors, Council Members, Chairpersons, Commissioners, other administrative & assistant administrative personnel, MPA students and professors from Alabama's colleges and universities, and Businesses in good standing with the Association whose products or services do not compete with the Alabama League of Municipalities or the Association of County Commissions of Alabama. Membership in ACCMA for 2017-2018 is due October 1, 2017. Direct any questions regarding ACCMA membership to Julia Heflin at 334-844-4782 or heflijb@auburn.edu.

(Please list all persons joining membership)

Name: Donald L. Mims Title: Administrator Email: donaldmims@mc-ala.org

Name: Florence M. Cauthen Title: Deputy Administrator Email: florencecauthen@mc-ala.org

Name: Scott Kramer Title: Dir of Risk Mgmt Email: scottkramer@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Total Amount Enclosed: \$ _____ \$75 City/County Regular Member p/person;
\$50 Associate Member (Elected Official) p/person;
\$10 Student Member p/person;
\$150 Business Member p/business

DUE OCTOBER 31, 2017!

EXPEDITE YOUR MEMBERSHIP BY FAXING FORM TO: 334-844-1919

Payment online with credit card at www.accma-online.org

Make checks payable to: **ACCMA**

Mail to: ACCMA, C/O GEDI, 22 Extension Hall, Auburn AL 36849.

12-1



2017 OCT -2 AM 9:01

National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x291
Direct: 202.942.4291
Fax: 866.467.1825
EIN# 53-0190321

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice

Invoice #: 199855
Invoice Date: 9/11/2017

Description

Dues Amount

County Membership Dues

01/01/2018 - 12/31/2018

\$4,587

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal budget cuts, unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

Spend a moment looking at the enclosed benefits of NACo membership. Membership in NACo connects you with an important support network to help you excel in county government. Thank you so much for your continued NACo membership!

If you need additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.

Amount Paid: \$0

Amount Due: \$4,587

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 199855

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) - 021052053 Account # 93404817

13-1

PARTICIPATION & MEMBERSHIP BENEFITS REPORT

This report provides a detailed summary of services and dollars Montgomery County has received as a direct benefit from being a member of the National Association of Counties.

MEMBERSHIP OVERVIEW

NACo Member County
Member Dues: \$4,587

Montgomery County, AL
PO BOX 1667
County Administration Building
Montgomery, AL 36102-1667
<http://www.mc-ala.org>



FEDERAL FUNDING RESULTS OF NACo'S ADVOCACY

At the federal level, NACo works to increase, maintain, or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.



Year	PILT	SCAAP	CDBG	HOME	SRS	USDA RD
2017	\$2,056	TBD			TBD	TBD
2016	\$2,011	\$7,388				\$711,566
2015	\$1,819	\$7,413				\$640,845
2014	\$1,998	\$10,185				\$192,659

MONEY SAVING PROGRAMS

US Communities Estimated Annual Savings



\$16,095 Estimated savings since 2013 by using US Communities



Deferred Compensation Program Participant



Stepping Up Initiative Participant



AWARDS & RECOGNITION

Started in 1970, the annual Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. Each application is judged on its own merits and not against other applications received. For more information, please visit www.naco.org/achievementawards.

Montgomery County is not participating in NACo's Award Program.



EDUCATION, TRAINING & PROFESSIONAL DEVELOPMENT

Events and conferences attended by individuals in Montgomery County. The savings figures indicate reduced rates for member counties over the prices for non-member counties to participate. Other events are only open to member counties or are free to attend so there is no non-member rate. In all cases, the true value of the networking, education and professional development far exceeds the savings.

Conference / Event	Total Attendees	Member Savings
2017 NACo Legislative Conference	2	\$450
2017 NACo Annual Conference and Exposition	3	\$675
2016 NACo Legislative Conference	3	\$675
2016 NACo Annual Conference and Exposition	2	\$450
2014 NACo Legislative Conference	2	\$450
2014 NACo Annual Conference: County Solutions and Ideas Marketplace	3	\$675

Total Saved: \$3,375



BOARDS & COMMITTEE PARTICIPATION

NACo is a grassroots-driven organization that encourages member engagement. Currently, we have more than 1,100 individual county elected and appointed officials from every region of the country represented on our 10 policy steering committees, ad hoc and standing committees, and various caucuses and task forces. Help make NACo and America's counties stronger by joining a committee today! Find out how by visiting www.naco.org/about/committees-state-associations-and-affiliates

Committee	Position	Member
Telecommunications and Technology Steering Committee	Member	Daniel Harris



PUBLICATIONS & SUBSCRIPTIONS

NACo is happy to provide member counties with these free newsletters to keep you up to date on issues affecting counties across the country. Our acclaimed publication, County News, typically costs \$50/subscription for non-member counties, but you get the subscriptions for FREE as a member. The subscription saving figure is the money Montgomery County saved by being a member county.

Subscription	Subscription Saving
18 County News subscriptions	18 @ \$50ea = \$ 900
26 County News Online subscriptions	



OOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC.

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

Renewal Invoice

Invoice #: 2247

Invoice Date: 09/15/2017

Terms: Net on Receipt

Item	Description		Total
FY2018 Dues	October 1, 2017-September 30, 2018		\$3,650.00
Approximately 10% of Membership Dues are allocated to lobbying State and Federal Governments.		Subtotal	\$3,650.00
		Balance Due	\$3,650.00
Mailing Address: CARIA PO Box 388 Montgomery, AL 36101-0388		Phone: 334-265-5744 E-mail: jsailors@caria.org Website: www.caria.org	
		Thank you!	

MCYF

Memo

To: Donnie L. Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*
Cc: Brandi K. Alexander, Detention Director
Date: 9/29/2017
Re: Unbudgeted Additional Positions

To remain in compliance with the Prison Rape Elimination Act (PREA) §115.313 (c) "Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented.", I am asking that we add 4 additional JDO Juvenile Detention Officer positions to our current 24/7 staffing pattern. With the current population of both male wings exceeding their capacity of 16 youth each we must hire additional staff to maintain this staffing ratio and be in compliance with this federal mandate. Failure to meet this requirement will put all federal monies received in jeopardy (for example, Child Nutrition Program). Please place on the next County Commission agenda.

PRISON RAPE ELIMINATION ACT



JUVENILE FACILITY STANDARDS

United States Department of Justice Final Rule

National Standards to Prevent,
Detect, and Respond to Prison Rape
Under the Prison Rape Elimination Act (PREA)

28 C.F.R. Part 115
Docket No. OAG-131
RIN 1105-AB34
May 17, 2012

Standards for Juvenile Facilities

Prevention Planning

§ 115.311 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.

(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.

(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.

(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards.

§ 115.312 Contracting with other entities for the confinement of residents.

(a) A public agency that contracts for the confinement of its residents with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.

(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.

§ 115.313 Supervision and monitoring.

(a) The agency shall ensure that each facility it operates shall develop, implement, and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect residents against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration:

- (1) Generally accepted juvenile detention and correctional/secure residential practices;
- (2) Any judicial findings of inadequacy;
- (3) Any findings of inadequacy from Federal investigative agencies;
- (4) Any findings of inadequacy from internal or external oversight bodies;
- (5) All components of the facility's physical plant (including "blind spots" or areas where staff or residents may be isolated);
- (6) The composition of the resident population;

- (7) The number and placement of supervisory staff;
- (8) Institution programs occurring on a particular shift;
- (9) Any applicable State or local laws, regulations, or standards;
- (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and
- (11) Any other relevant factors.

(b) The agency shall comply with the staffing plan except during limited and discrete exigent circumstances, and shall fully document deviations from the plan during such circumstances.

(c) Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented. Only security staff shall be included in these ratios. Any facility that, as of the date of publication of this final rule, is not already obligated by law, regulation, or judicial consent decree to maintain the staffing ratios set forth in this paragraph shall have until October 1, 2017, to achieve compliance.

(d) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.311, the agency shall assess, determine, and document whether adjustments are needed to:

- (1) The staffing plan established pursuant to paragraph (a) of this section;
- (2) Prevailing staffing patterns;
- (3) The facility's deployment of video monitoring systems and other monitoring technologies; and
- (4) The resources the facility has available to commit to ensure adherence to the staffing plan.

(e) Each secure facility shall implement a policy and practice of having intermediate-level or higher level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each secure facility shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

§ 115.314 Reserved.

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer
Position Number to be determined - #1
Pay Grade PC1 Pay Range \$31,344 - \$46,832
Proposed Effective Date November 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To be in compliance with the Prison Rape Elimination Act (PREA) §115.313 (c), "Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented." With current population of both male wings exceeding their capacity of 16 youth each, we must hire additional staff to maintain this staffing ratio and be in compliance with this Federal mandate.

Beverly Riddle Wise
Department Head

Date 10/3/2017

FINANCIAL IMPACT:

Finance Director

Date

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer
Position Number to be determined - #2
Pay Grade PC1 Pay Range \$31,344 - \$46,832
Proposed Effective Date November 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To be in compliance with the Prison Rape Elimination Act (PREA) §115.313 (c), "Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented." With current population of both male wings exceeding their capacity of 16 youth each, we must hire additional staff to maintain this staffing ratio and be in compliance with this Federal mandate.

Beverly Riddle Wise
Department Head

Date 10/3/2017

FINANCIAL IMPACT:

Finance Director

Date

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer
Position Number to be determined - #3
Pay Grade PC1 Pay Range \$31,344 - \$46,832
Proposed Effective Date November 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To be in compliance with the Prison Rape Elimination Act (PREA) §115.313 (c), "Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented." With current population of both male wings exceeding their capacity of 16 youth each, we must hire additional staff to maintain this staffing ratio and be in compliance with this Federal mandate.

Beverly Riddle Wise
Department Head

Date 10/3/2017

FINANCIAL IMPACT:

Finance Director

Date

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer
Position Number to be determined - #4
Pay Grade PC1 Pay Range \$31,344 - \$46,832
Proposed Effective Date November 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To be in compliance with the Prison Rape Elimination Act (PREA) §115.313 (c), "Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during resident waking hours and 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented." With current population of both male wings exceeding their capacity of 16 youth each, we must hire additional staff to maintain this staffing ratio and be in compliance with this Federal mandate.

Beverly Riddle Wise
Department Head

Date 10/3/2017

FINANCIAL IMPACT:

Finance Director

Date

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date



INDUSTRIAL Partners, LLC

Industrial Buildings Are Our Focus

Brokerage | Investment | Development

October 3, 2017

Mr. Donnie L. Mims
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102

RE: Option and Purchase and Sale Agreement between Industrial Partners, LLC and Montgomery County Commission

Dear Donnie:

In 2005, Industrial Partners contracted with ProEthic (now known as Kowa Pharmaceutical) to construct a build-to-suit building consisting of approximately 44,117 square feet located on approximately 10 acres. Since then, the company ownership has changed and they are considering a major expansion of the original building. Industrial Partners has once again been approached by Kowa Pharmaceutical to acquire the adjacent 15-acre lot to expand their current building. Industrial Partners would like permission to enter into an option agreement with Kowa Pharmaceutical relating to the 15-acre lot located to south of their existing building. If Kowa elects to exercise that option, Industrial Partners would then purchase the land from Montgomery County and transfer ownership to Kowa Pharmaceutical for the expansion of their building. Kowa will use their chosen contractor but will be required to meet all conditions set forth in the Option Agreement and will also be required to be approved by the Architectural Review committee.

Industrial Partners feels that it is in the best interest of Montgomery County to allow Kowa to move forward with their plans in hopes that it will bring new jobs to Montgomery. In addition, Industrial Partners feels it should be allowed to purchase this parcel of land and to sell to Kowa Pharmaceutical because we are giving up an opportunity to expand to this parcel as well as an income-generating development. In addition, we feel like we will be giving up a prime site for future development for Industrial Partners.

According to the current rolling option agreement that Industrial Partners has with the Montgomery County Commission, dated August 30, 2004, once Industrial Partners exercises an option to purchase a parcel of property, we are required to build on this property within one hundred eighty (180) days. And once the building is complete and occupied, Industrial Partners has one hundred eighty (180) days to

exercise their option to purchase another parcel of land and begin construction. In addition, the rolling option agreement also requires that the building to be constructed shall be between 100,000 SF and 130,000 SF of office and warehouse/manufacturing space.

However, we would like to request an exception to the current rolling option agreement that Industrial Partners has with the Montgomery County Commission. If Kowa Pharmaceutical exercises the option agreement that they have with Industrial Partners, they will be purchasing the land from Industrial Partners and they will be responsible for constructing a new building on this lot. Therefore, we would like an exception to be granted by the Montgomery County Commission which allows Industrial Partners to sell this 15-acre lot to them as well as allowing them to construct their own building on this lot using their own contractor. But will not require Industrial Partners to exercise an option to purchase another parcel of property and begin construction on a new building at that time. We would also like to request an exception to the requirement for a minimum of 100,000 to 130,000 SF of office and warehouse/manufacturing space.

Industrial Partners would like to request that this exception be presented at the upcoming county commission meeting on October 10, 2017 for approval. If approved, Industrial Partners will move forward with their agreement with Kowa Pharmaceutical. If you have any questions or concerns, please do not hesitate to contact me to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nimrod T. Frazer, Jr.", with a long, sweeping horizontal line extending to the right.

Nimrod T Frazer, Jr., SOR
Industrial Partners, LLC

CC: Thomas T. Gallion III, Esq

Montgomery Industrial Park



OPTION AND PURCHASE AND SALE AGREEMENT

This Option and Purchase and Sale Agreement ("Agreement") is made and entered into this 30th day of August 2004, by and between MONTGOMERY COUNTY COMMISSION, a body corporate and political ("Seller") and INDUSTRIAL PARTNERS, an Alabama general partnership ("Purchaser").

STATEMENT OF BACKGROUND INFORMATION

A. The Montgomery County Commission is the owner of certain real property commonly known as Montgomery East Industrial Park, consisting of 365 acres, more or less, and more particularly described and depicted on Exhibit A attached hereto and hereby made a part hereof ("Industrial Park").

B. Seller desires to have speculative shell industrial buildings constructed in the Industrial Park in order to induce industry to locate within the Industrial Park.

C. Seller has agreed to convey one site within the Industrial Park to Purchaser and to grant Purchaser options to acquire title to additional sites, and Purchaser has agreed to accept a conveyance of one site, and design and construct such a shell industrial building upon said site, and to accept the option to acquire such additional sites, all upon the terms and conditions hereinafter set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I

Property; Conveyance of Initial Site

1.1 Property. This Agreement pertains to the Industrial Park (the Industrial Park, together with all rights and appurtenances pertaining to such real property, including without limitation, any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way, are hereinafter sometimes collectively referred to as the "Property").

1.2 Initial Site. Within sixty (60) days after the date of this Agreement, Purchaser shall notify Seller of the size and basic characteristics of the shell building, which Purchaser intends to construct upon the initial site (hereinafter referred to as the "Initial Site"). Purchaser shall exercise its reasonable discretion in determining the size and design of the building to be constructed, based on market conditions and the availability of other industrial buildings, and agrees that it shall consult with Seller to determine the size and type of building, which Seller desires to be constructed. The shell

building to be constructed by Purchaser on the Initial Site shall contain between 100,000 and 130,000 square feet of office and warehouse/manufacturing space.

1.3 Additional Property: Purchaser will be granted a rolling option of approximately additional 100 acres (excluding the 12 acres currently being acquired by Medical Place and, pending further action, the 6 acres optioned by Goshen).

1.4 Industrial Park Development Plan. Seller and Purchaser shall jointly develop an overall Development Plan for the Industrial Park, including overall design and engineering, site designation and configuration, and locations of all utilities and infrastructure, including sanitary sewer, domestic and fire protection water lines, stormwater drainage and detention facilities. The Development Plan will also depict all proposed building sites within the Industrial Park, the locations of access points into the Industrial Park from Atlanta Highway, and the location of the extension of roads within the Industrial Park. Seller and Purchaser agree to cooperate in good faith to develop an initial development plan which is satisfactory to each party, and shall devote sufficient time, personnel and other resources to complete the development plan within a reasonable time after the date of this Agreement. Seller will commit to water and sewer service to each industrial site. Further investigation with gas and electrical providers is required before Seller can determine whether or not to commit to providing gas and electricity to sites prior to the location of a major industrial user. Where possible and feasible, underground utilities will be installed. When above ground utilities are a necessity for a potential tenant, sites bordering the park's perimeter should be used to allow above ground utility access to the site without disturbing the aesthetic of the remaining sites or the interior of the park. Utility costs to each site will be the responsibility of the end user, but service to the park and perhaps along the main access road would be of great benefit to all involved. If cost were a negligible factor, then it would be of great benefit (to Frazer and the County) for utilities to be provided as close as possible to each site. Seller will commit to the construction of the main industrial road and one branch road within the park (as depicted by Patillo Proposed Layout), but will not be responsible for the construction of additional service roads or private drives. Seller should have ultimate and final authority over the development plans of the Industrial Park.

1.5 Survey and Preparation of Initial Site; Utilities. Upon designation of the Initial Site by Purchaser, Seller shall, at its sole expense, cause a topographic and boundary survey and a title insurance commitment to be prepared and delivered to Purchaser within ninety (90) days thereafter, in accordance with the provisions of Article VI below. All grading and site preparation shall be performed and completed to the satisfaction of Seller. Seller will not grade or otherwise prepare any sites optioned or sold to Purchaser. After Purchaser has taken possession of a building, Seller will agree to apply for any available state site preparation grants and convey any grant monies received to Purchaser as reimbursement of site preparation costs.

1.6 Construction of Shell Building. Upon completion of grading of the Initial Site and installation of utilities by Seller, Purchaser shall commence construction of the proposed shell building as soon as practicable, but in any event not later than six (6) months after completion of grading and utilities.

1.7 Closing of Initial Site. Seller shall retain title to the Initial Site until the shell industrial building shall be finished and sold or leased to an industrial user. The closing of the purchase and sale of the Initial Site shall be held at the offices of Seller or Seller's counsel at a date and time selected by Purchaser and approved by Seller, which shall be the same date the building on the Initial Site shall be sold or leased by Purchaser to an industrial user. At Purchaser's option, title to the Initial Site may be transferred directly by Seller to the industrial user.

ARTICLE II

Options to Acquire Remaining Property

2.1 Options. Seller hereby grants to Purchaser and Purchaser accepts from Seller a rolling, exclusive option to acquire additional sites within the Industrial Park from time to time, either as the sites are originally configured and designated on the Development Plan for the Industrial Park to be prepared and approved by the parties as set forth in Paragraph 1.3, or as the sites may be combined or reconfigured by Purchaser in its reasonable discretion. The term "rolling" in the preceding sentence means that Purchaser may choose to exercise its option at any time and from time to time, and the option shall not expire until the last of the remaining Industrial park property is acquired by Purchaser or this Agreement shall otherwise expire or be terminated by the parties. Purchaser's exercise of its option from time to time shall also obligate Purchaser to construct a shell building on each site designated, which it shall commence within one hundred eighty (180) days after notice of its intent to exercise its option on a site, and which obligation may be satisfied with respect to any site if Purchaser shall construct thereon a "build-to-suit" facility on the site for an industrial user. Purchaser may notify Seller of its intention to exercise its option with respect to any site, which notice shall include the size and basic characteristics of the shell building Purchaser intends to construct thereon. Purchaser shall also exercise reasonable discretion and consult with Seller with regard to the size and type of building in the same matter as set forth in Paragraph 1.2 above. Preparation of the site, including grading and installation of utilities, and each closing, shall also proceed in accordance with the provisions of Article I (including time periods therefore) with regard to the Initial Site. Upon the successful sale of a speculative shell building, Purchaser will have up to six (6) months to exercise their option on an additional parcel of land and begin construction of another speculative shell building.

2.2 Purchaser's Failure to Exercise Options. If Purchaser at any time does not exercise its option to acquire, and commence construction of a shell building on, an additional site, within a period of time after the lease or sale of the prior industrial shell building equal to the greater of (i) one hundred eighty (180) days, or (ii) the period of time said building was completed and unoccupied prior to the date of lease or sale, then

Seller may, at its option, notify Purchaser in writing that it desires Purchaser to build a shell building upon another site. If Purchaser shall thereafter fail to designate, within thirty (30) days following the date of such notice from Seller, another site which Purchaser intends to acquire, which notice shall include the size and basic characteristics of the shell building Purchaser intends to construct thereon, Seller may thereupon terminate this Agreement and neither party shall thereafter have any rights or obligations hereunder. For purposes of this paragraph, "date of lease" shall mean the date a tenant shall have accepted occupancy of the industrial building, and "date of sale" shall mean the date of closing of the sale of the building and land by the industrial user.

2.3 Term of Agreement. Unless sooner terminated as provided herein, the term of this Agreement shall continue in force and effect for a twenty (20) year term, expiring on the twentieth (20th) anniversary of the date hereof.

ARTICLE III

Purchase Price

3.1 Purchase Price. The purchase price for the Initial Sale is Twenty Three Thousand Dollars (\$23,000) per acre multiplied by the actual number of acres to be conveyed as determined by the boundary survey prepared in accordance with Article VI below.

On January 1, 2006, said purchase price per acre shall adjust by the same percentage which the Consumer Price Index shall have changed from December 2004 to December 2005; provided, however, that in no event shall said purchase price per acre be increased more than two percent (2%). Similarly, said purchase price shall be adjusted on January 1 of each succeeding year by the same percentage which the Consumer Price Index shall have changed from December to December immediately prior to such January 1, but in no event shall said purchase price be increased more than two percent (2%) per annum. "Consumer Price Index", as used herein, shall mean "The Consumer Price Index for All Urban Consumers (CPI-U), All Items, U.S. City Average (1982-1984 equals 100), published by the United States Department of Labor, Bureau of Labor Statistics." In the event the Consumer Price Index referenced herein is discontinued parties shall accept comparable statistics on the purchasing power of the consumers' dollars as published at the time of said discontinuation by a responsible periodical of recognized authority to be chosen by the parties.

ARTICLE IV

Covenants and Agreements

4.1 Notice of Subsequent Events: Seller agrees to notify Purchaser promptly of the occurrence of any event or the existence of circumstances which with the passage of time, could cause an event that would cause any warranties and representations set forth in this Agreement to be untrue or misleading in any respect. Seller agrees to take all steps necessary to cause all of the warranties and representations set forth in Article V to be true and correct as of each closing hereunder.

4.2 Industrial Park Covenants. Purchaser agrees that all buildings constructed on any portion of the Property pursuant to this Agreement shall be of architecturally appealing construction, and shall comply with the Declaration of Protective Covenants, Restrictions and Easements, dated July 19, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama, RLPY Book 2946, Pages 62-84, Montgomery County, Alabama records, as the same may be amended from time to time ("Covenants"). Seller agrees to cooperate reasonably and in good faith to amend the Covenants as requested by Purchaser upon execution of this Agreement. Seller agrees that it shall strictly enforce the Covenants against all other property owners from time to time of any portion of the Industrial Park, and that no amendments or modifications will be made to the Covenants, no waivers granted with respect to any restriction contained in the Covenants, or no property deleted from the Covenants, without Purchaser's prior written consent, which consent shall not be unreasonably withheld.

4.3 Access for Testing. At all times during the term of this Agreement, Purchaser, its agents, employees, independent contractors and representatives will have the right at any time and from time to time to enter the Property for the purpose of conducting tests, examinations (including soil borings), surveying and otherwise examining the physical and topographical nature of the Property. Purchaser does hereby indemnify and hold Seller harmless from and against all damages, claims, injuries, costs and expenses of any kind arising out of the exercise by Purchaser of its entry, investigating and testing rights hereunder. This indemnity shall survive any expiration or termination of this Agreement.

4.4 Tap and Permit Fees. Purchaser shall be responsible for all building, permit fees, tap fees and related costs.

4.5 Marketing. Purchaser shall diligently market the shell building constructed upon the Initial Site and all subsequent shell buildings constructed from time to time, utilizing Purchaser's economic development professionals employed by it and all other affiliates of Purchaser to secure industrial users for the shell buildings. Seller shall likewise diligently market all shell buildings constructed from time to time, using Seller's economic development personnel.

ARTICLE V

Warranties and Representations of Seller

5.1 Warranties and Representations of Seller. Seller warrants and represents to Purchaser:

(a) Seller has the right, power and authority to enter into this Agreement and to option and sell the Property in accordance with the terms and conditions hereof.

(b) Seller has good, marketable and insurable fee simple record title to the Industrial Park. No portion of the Industrial Park property encroaches onto the property

of any other person or entity. There are no encroachments onto the Industrial Park property by any adjoining landowner.

(c) No person, firm or entity has any rights in or rights to acquire all or any part of the Industrial Park property or any part, and there is no outstanding agreement to sell all or any part of the Industrial Park property, to any other person, firm or entity.

(d) Seller is not now a party to any litigation affecting the Industrial Park property or affecting Seller's right to option or sell the Industrial Park property.

(e) Seller has no knowledge of any pending, threatened or contemplated condemnation proceedings affecting the Industrial Park property.

(f) There are no existing assessments that are unpaid and Seller has no knowledge of any pending assessments against the Industrial Park property.

(g) To the best of Seller's knowledge, no portion of the Industrial Park property lies within a flood plain or special flood hazard area, and there are no "waters of the United States," as defined in 33 CFR §328.3 (7-1-88 Edition) within the boundaries of the Industrial Park property and there is no discharge of dredge or fill materials occurring from the Industrial Park property into any "waters of the United States," as so defined, except to the extent shown on the site plan of the Industrial Park attached hereto as Exhibit A.

(h) To the best of Seller's knowledge, no portion of the Industrial Park property or the Industrial Park has ever been used as a landfill or as a dump to receive garbage, refuse, waste, or fill material whether or not hazardous, and there are and have been no Hazardous Substances (as hereinafter defined) stored, handled, installed or disposed in, on or about the Industrial Park property or any other location within the vicinity of the Industrial Park property. As used in this Agreement, the term "Hazardous Substances" means such materials, waste, contaminants or other substances defined as toxic, dangerous to health or otherwise hazardous by reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC §6901 et. seq. ("RCLA"); (ii) the Hazardous Materials Transportation Act, 49 USC §1801, et. seq.; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 et. seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Property is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body.

(i) The Property is located solely within unincorporated Montgomery County, Alabama, and there is zoned M-1. There are no present or pending restrictions arising under any law, ordinance, or regulation of any governmental authority having any jurisdiction over the Property, which would restrict or impair the ability of Purchaser to

so operate the Property. There is no guarantee that the location of the Property will remain unincorporated in the future.

(j) Seller has no notice of and is not aware of any violations of any laws, ordinances, orders, restrictive covenants or other requirements affecting the Property, and there are no violations of record of any of the foregoing.

(k) All public utility connections located on the Property have been completed, installed and paid for and either enter the Property through adjoining public streets, or if such utilities pass through adjoining private lands, they do so in accordance with valid public or private easements which will inure to the benefit of Purchaser.

ARTICLE VI

Survey, Title and Title Exceptions

6.1 Delivery of Survey and Title. With respect to the Initial Site and each subsequent site within the Property to be acquired by Purchaser pursuant to this Agreement, Seller shall furnish to Purchaser each of the following:

(a) An ALTA/ACSM boundary survey of the Property prepared by a land surveyor licensed in the State of Alabama, and otherwise in form and substance satisfactory to Purchaser and sufficient to permit the issuance of title insurance without exception and without any exception as to matters of survey, other than the matters revealed by the survey. The survey shall contain a calculation of the acreage within the Property to the nearest one-thousandth (1,000th) of an acre, shall show the dimensions of the Property by courses and distances, the relation of the point of beginning to the monument to which it is located, the dimensions and locations of all encroachments affecting the Property, all building lines affecting the Property, all means of ingress and egress to the Property, and the dimensions and locations of all easements and restrictions encumbering or otherwise benefiting the Property. The survey shall be utilized as the basis for the preparation of the legal description to be included in the warranty deed to be delivered by Seller to Purchaser at closing;

(b) A commitment of title insurance issued by an ALTA title insurer acceptable to Purchaser, committing to insure, on ALTA Form B-1970, the title to the Property to be conveyed to Purchaser at closing; and committing further to provide full extended coverage, with all standard exceptions deleted; and

(c) True and correct copies of all documentary title exceptions identified in the title insurance commitment.

6.2 Title Objections. With respect to the Initial Site or any subsequent site, Purchaser shall have a reasonable opportunity to review the survey, title commitment, and all title exceptions listed in the title commitment, and notify Seller of any objections to title. Seller agrees to promptly attempt to cure or remove any such objections, and

shall be obligated to cure or remove any and all monetary liens or encumbrances from such Initial Site or subsequent site. In the event Seller is unable to cure or remove any objection, Purchaser may (a) grant Seller additional time to cure or remove same, (b) waive the objection, or (c) elect not to close on the affected site.

ARTICLE VII

Closings

7.1 Closings. The closing of each conveyance of a site as contemplated by this Agreement shall be held at the offices of Seller or Seller's counsel, as contemplated under Paragraph 1.6 above, or on such other date as may be mutually agreed to by Purchaser and Seller.

7.2 Closing Documents. At each closing, Seller shall execute and deliver to Purchaser:

(a) A limited or special warranty deed conveying to Purchaser good and insurable fee simple title to the site, free and clear of all liens, encumbrances, restrictions, and easements, except any exceptions not otherwise objected to by Purchaser as provided in Paragraph 6.2 above;

(b) Real Estate Value or Transfer Tax Declaration as may be required under Alabama law;

(c) An owner's affidavit and all other bonds and documentation in form and substance satisfactory to permit Purchaser's title insurer to issue an owner's title insurance policy conforming to the requirements of Article VI;

(d) A certificate and affidavit signed on behalf of Seller certifying that Seller is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign estate", or "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended; and

(e) Evidence reasonably satisfactory to Purchaser that all necessary action has been duly taken in order to authorize the transactions contemplated by this Agreement, and all officers and other representatives of Seller have been duly authorized and are empowered to act in the capacities indicated. In connection with the foregoing, Seller shall furnish Purchaser with such certificates, resolutions, and other documents as may be reasonably required by Purchaser or Purchaser's title insurer.

7.3 Closing Costs and Expenses. At each closing, Seller and Purchaser shall execute a closing or settlement statement, itemizing and approving all receipts and disbursements made in connection with the closing. Seller will pay Alabama transfer tax on the warranty deed, if any, all costs of title examination and title insurance, and the cost of the boundary survey. Purchaser will pay all recording costs. Ad valorem taxes, if

applicable, shall be prorated as of midnight on the day before the closing date. Each party will pay the fees of its own attorneys.

ARTICLE VIII

Conditions

8.1 Conditions. The obligation of Purchaser to consummate the transactions contemplated under this Agreement are subject to (a) the timely performance by Seller of each and every obligation imposed upon Seller; and (b) the truth and accuracy as of the date hereof and as of the date of closing, of each and every warranty and representation made by Seller. Each condition hereunder is solely for the benefit of Purchaser and may be waived by Purchaser in writing. If Seller shall fail in any respect to comply with its obligations under this Agreement with respect to delivery of title commitments or boundary surveys, or with respect to grading of sites or construction of utilities, then upon thirty (30) days prior notice to Seller, Purchaser may (but shall have no obligation to) perform or cause to be performed such work and may take such other steps as it deems advisable.

ARTICLE IX

Commissions

9.1 Commissions. Neither Purchaser nor Seller has created any other liability for any broker's fee or commission in connection with this Agreement or the consummation of the transaction contemplated hereby. Seller shall indemnify and hold Purchaser harmless from all claims, losses, liabilities, and expenses (including but not limited to attorneys' fees and court costs) which Purchaser may incur on account of any claim which may be asserted against Purchaser, whether or not meritorious, by any broker or any other person on the basis of any agreements made or alleged to have been made by or on behalf of Seller. Purchaser shall indemnify and hold Seller harmless from all claims, losses, liabilities and expenses (including but not limited to attorneys' fees and court costs) which Seller may incur on account of any claim which may be asserted against Seller, whether or not meritorious, by any broker or other person on the basis of any agreements made or alleged to have been made by or on behalf of Purchaser.

ARTICLE X

Condemnation

10.1 Condemnation. If at any time prior to closing, any action or proceeding is filed or threatened, under which the Property or any portion thereof (other than any minor right-of-way acquisition with respect to any existing road or street and underground utilities or sewer line acquisitions) may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then at the sole option of Purchaser: (a) this Agreement shall be null and void in which case neither party shall have any further rights, duties or liabilities hereunder, or (b) this Agreement shall remain in full force and effect.

ARTICLE XI
Purchaser Not a Successor of Seller

11.1 Purchaser Not a Successor of Seller. Purchaser is not and shall not be deemed to be a successor to Seller. Purchaser is acquiring only the Property and has not assumed or agreed to assume any liability whatsoever of Seller, and Purchaser does not assume or agree to assume any obligation of Seller under any contract, agreement, indenture or any other document to which Seller is a party or by which Seller is to be bound or which in any manner affects the Industrial Park or the property or any part thereof, except as expressly agreed to herein by Purchaser.

ARTICLE XII
Miscellaneous

12.1 This Agreement sets forth the entire agreement between the parties and cannot be waived or amended except by written agreement of the parties. This Agreement supersedes all prior agreements, if any, between the parties.

12.2 Time is of the essence of this Agreement.

12.3 Any notice required or permitted under this Agreement must be in writing, signed by the party giving the notice or by its attorney at law, and shall be deemed to be delivered, whether or not actually received, when the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when received if hand delivered or delivered by express courier, or upon confirmation of transmission, if transmitted by telefax, as the case may be, addressed to the party to whom such notice is sent at the address set forth below:

Purchaser: Industrial Partners
4545 Woodmere Blvd
Montgomery, Alabama 36106
Attention: Nim Frazer
Fax: (334) 244-8650

With a copy to: Michael G. Kerman, Esq.
Sutherland Asbill & Brennan, L.L.P.
999 Peachtree Street, N.E., Suite 2300
Atlanta, Georgia 30309-3996
Fax: (404) 853-8806

Seller: Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Attn: Donald L. Mims, Administrator
Fax: (334) 832-2533

With a copy to: Thomas T. Gallion, III, Esq.
Haskell Slaughter Young & Gallion, LLC
Post Office Box 4660
Montgomery, Alabama 36103-4660
Fax: (334) 264-7945

12.4 Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties and their heirs, executors, personal representatives, successors and assigns, any right or interest whatsoever.

12.5 All references to the date of this Agreement mean the date upon which both Seller and Purchaser have executed this Agreement.

12.6 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

12.7 This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, their respective heirs, successors, successors-in-title, legal representatives and assigns. Purchaser may transfer and assign its interest under this Agreement to any affiliate of Purchaser without restriction, and upon any such assignment, the assignor shall have no further rights, duties, liabilities or obligations hereunder.

12.8 All exhibits hereto and all other documents and instruments referred to herein or in any exhibit hereto are hereby incorporated herein by reference.

12.9 This Agreement may not be recorded or filed in any manner. Upon execution and delivery of this Agreement, the parties will also execute, deliver and record in the real estate records of Montgomery County, Alabama, a short form Memorandum in the form attached hereto as Exhibit B and hereby made a part hereof.

12.10 This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Alabama.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date of Execution by Seller:

8/30/04

Montgomery County Commission

W. F. Joseph, Jr.
Name: W. F. Joseph, Jr.
Its Chairman

Attest:

Donell Z. Morris

Date of Execution of Purchaser:

10/12/04

Industrial Partners

Timrod T. Oranger Jr.
Name: Timrod T. Oranger Jr.
Its General Manager

Attest:

Donell Z. Morris

50051-387
#12,591

Exhibit A

BEGIN AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN S 89°49'49" W, 706.38 FEET TO A POINT; THENCE RUN N 01°17'33" W, 211.07 FEET TO A POINT; THENCE RUN S 88°42'27" W, 528.14 FEET TO A POINT; THENCE RUN S 17°22'27" W, 233.48 FEET TO A POINT; THENCE RUN S 07°07'51" E, 214.89 FEET TO A POINT; THENCE RUN S 01°30'25" E, 12.50 FEET TO A POINT; THENCE RUN S 01°05'06" E, 127.28 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY OF INTERSTATE 85 (ROW VARIES); THENCE RUN ALONG SAID NORTH RIGHT OF WAY N 81°14'13" W, 718.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE RUN ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 11630.16 FEET, A CHORD OF N 82°03'54" W, 381.51 FEET TO A POINT LYING IN SAID CURVE; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN N 01°27'42" E, 4550.00 FEET TO A POINT; THENCE RUN N 55°30'14" E, 2873.26 FEET TO A POINT; THENCE RUN S 88°19'42" E, 1069.69 FEET TO A POINT; THENCE RUN S 00°10'06" E, 264.99 FEET TO A POINT; THENCE RUN S 01°27'42" E, 3159.09 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 12, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN S 89°54'41" W, 1253.32 FEET TO A POINT; THENCE RUN S 00°34'11" E, 421.58 FEET TO A POINT; THENCE RUN S 00°14'27" E, 104.33 FEET TO A POINT; THENCE RUN S 00°08'10" W, 104.23 FEET TO A POINT; THENCE RUN S 00°16'36" E, 401.66 FEET TO A POINT; THENCE RUN S 01°17'43" E, 1611.77 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTIONS 12, 13 AND THE EAST HALF OF SECTION 14, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 364.94 ACRES MORE OR LESS.

FIRST AMENDMENT TO
OPTION AND PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND PURCHASE AND SALE AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into this 4th day of April, 2005, by and between MONTGOMERY COUNTY COMMISSION, a body politic and corporate and a political subdivision of the State of Alabama (hereinafter collectively referred to as "Seller"), and INDUSTRIAL PARTNERS, an Alabama general partnership (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to that certain Option and Purchase and Sale Agreement having an effective date of August 30, 2004 (the "Agreement"), pertaining to certain real property located in Montgomery County, Alabama, known as Montgomery Industrial Park (the "Industrial Park") as more particularly described in the Agreement; and

WHEREAS, Seller and Purchaser desire to amend the Agreement in certain respects as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Ten and No/100ths (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT

1. Name Change. The parties acknowledge that the name of the Industrial Park has been changed from "Montgomery East Industrial Park" to "Montgomery Industrial Park".

2. Initial Site. Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Purchaser has notified Seller of the size, and basic characteristics of the shell building which Purchaser intends to construct upon the initial site designated as Site #7 (hereinafter referred to as the "Initial Site"). The exact size and location of the Initial Site shall be as depicted on the Industrial Park site plan attached hereto as Exhibit A, which, by this reference, is made a part hereof. Purchaser shall exercise its reasonable discretion in determining the size and design of the building to be constructed, based on market conditions and the availability of other industrial buildings, and agrees that it shall consult with Seller to determine the size and type of building which Seller desires to be constructed. The shell building to be constructed by Purchaser on the Initial Site shall contain between 130,000 and 260,000 square feet, more or less, of office and warehouse/manufacturing space.

3. Option Property. Section 1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.3 Option Property. Purchaser will be granted a rolling option to purchase an additional 100 acres, more or less (the "Option Property"). The Option Property will be located within the crosshatched area identified on the site plan attached as Exhibit A."

4. Industrial Park Development Plan. Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.4 Industrial Park Development Plan.

(a) Seller and Purchaser have approved the basic development plan for the Industrial Park attached as Exhibit A, which depicts proposed building sites within the Industrial Park, the locations of access points into the Industrial Park from Atlanta Highway, and the location of the extension of roads within the Industrial Park. The parties have also approved plans and specification for the Main Access Road into the Industrial Park attached hereto as Exhibit B and by this reference made a part hereof. The parties shall continue to cooperate in good faith to refine the development plan as necessary, including locations of all utilities and infrastructure, including sanitary sewer, domestic and fire protection water lines, stormwater drainage and detention facilities, and shall devote sufficient time, personnel and other resources to facilitate the development of the Industrial Park.

(b) Seller will complete construction on the Main Access Road (as depicted on Exhibit A and Exhibit B) and one branch road within the Industrial Park, with completion of the Main Access Road on or before September 15, 2005, subject to *force majeure*, time being of the essence. However, if Seller cannot meet the September 15, 2005 deadline, no liquidated damages will be assessed from the Seller. Seller will not be responsible for the construction of additional service roads or private drives. Seller's obligation to construct the Main Access Road shall not be conditioned or delayed in any manner by Seller seeking grant funds from any source, but Purchaser shall reasonably cooperate with Seller in its efforts to seek any such grant funds.

(c) Seller will provide (or cause to be provided) water and sewer service to the boundary lines of each industrial site; provided, however, that all such utility services shall be provided to the Initial Site and to Site #10 (as depicted on Exhibit A) on or before September 15, 2005, subject to *force majeure*, time being of the essence. Seller will make its best effort to help acquire gas, electricity, and fiber optic telephone cable to the boundary lines of each industrial site; provided, however that all such utility services shall be provided to the Initial Site and to Site #10 (as depicted on Exhibit A) on or before September 15, 2005, subject to *force majeure*, time being of the essence. Seller's obligation to construct such utilities shall not be conditioned or delayed in any manner by Seller seeking grant funds from any source, but Purchaser shall reasonably cooperate with Seller in its efforts to seek any such grant funds. Where possible and feasible, underground utilities will be installed by Seller. When above ground utilities are a necessity for a potential site, sites bordering the Industrial Park's perimeter will be used to allow above ground utility access to the site without disturbing the aesthetic of the

remaining sites or the interior of the park. Utility tap fees and impact fees assessed upon individual sites will be the responsibility of the end user. All other utility costs within the Industrial Park will be the responsibility of Seller.

(d) As used in this Section, *force majeure* shall mean acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, damage to work in progress by reason of fire or other casualty, adverse weather, or causes beyond the reasonable control of Seller (other than unavailability of labor or materials, or financial reasons). In case of any such *force majeure* event, provided Seller advises Purchaser of the circumstances supporting such claim within fifteen (15) days of the event, the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by the *force majeure* event."

5. The first two sentences of Section 2.1 are hereby deleted and replaced with the following:

"Options. Seller hereby grants to Purchaser and Purchaser accepts from Seller a rolling, exclusive option to acquire additional sites within the Option Property from time to time, either as the sites are originally configured and designated on the development plan for the Industrial Park to be prepared and approved by the parties as set forth in Paragraph 1.3, or as the sites may be combined or reconfigured by Purchaser in its reasonable discretion. The term "rolling" in the preceding sentence means that Purchaser may choose to exercise its option at any time and from time to time, and the option shall not expire until the last of the remaining Option Property is acquired by Purchaser or this Agreement shall otherwise expire or be terminated by the parties."

6. The following sentence is hereby added to the end of Section 2.2: "Notwithstanding anything contained herein to the contrary, the provisions of this Section 2.2 shall be limited to the purchase of Option Property for the construction of shell buildings, and will not apply to any purchase of Option Property for sale or lease as part to a build-to-suit transaction."

7. ~~With respect to the construction of buildings on Site #10 for ProEthic Pharmaceuticals, Inc., and a speculative shell building on Site #7, Purchaser is not to pay for sufficient fill material dirt. Seller to provide sufficient fill material dirt and it will come from a mutually agreeable site on the property. Purchaser to move the fill material dirt, not the Seller.~~

Date: 9/5, 1998.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SELLER:

MONTGOMERY COUNTY COMMISSION

WITNESSES:

Donald Z. Mann
Name:

Walter J. Hinkle
Name:

By: [Signature]
Name: Todd Strange
Title: Chairman

[SEAL]

PURCHASER:

INDUSTRIAL PARTNERS,
an Alabama general partnership

WITNESSES:

Sharon D. Bailey
Name:

Walter J. Hinkle
Name:

By: [Signature]
Name: Harold T. Harker, Jr.
Title: _____

EXHIBIT A
INDUSTRIAL PARK SITE PLAN

AO 125939.4

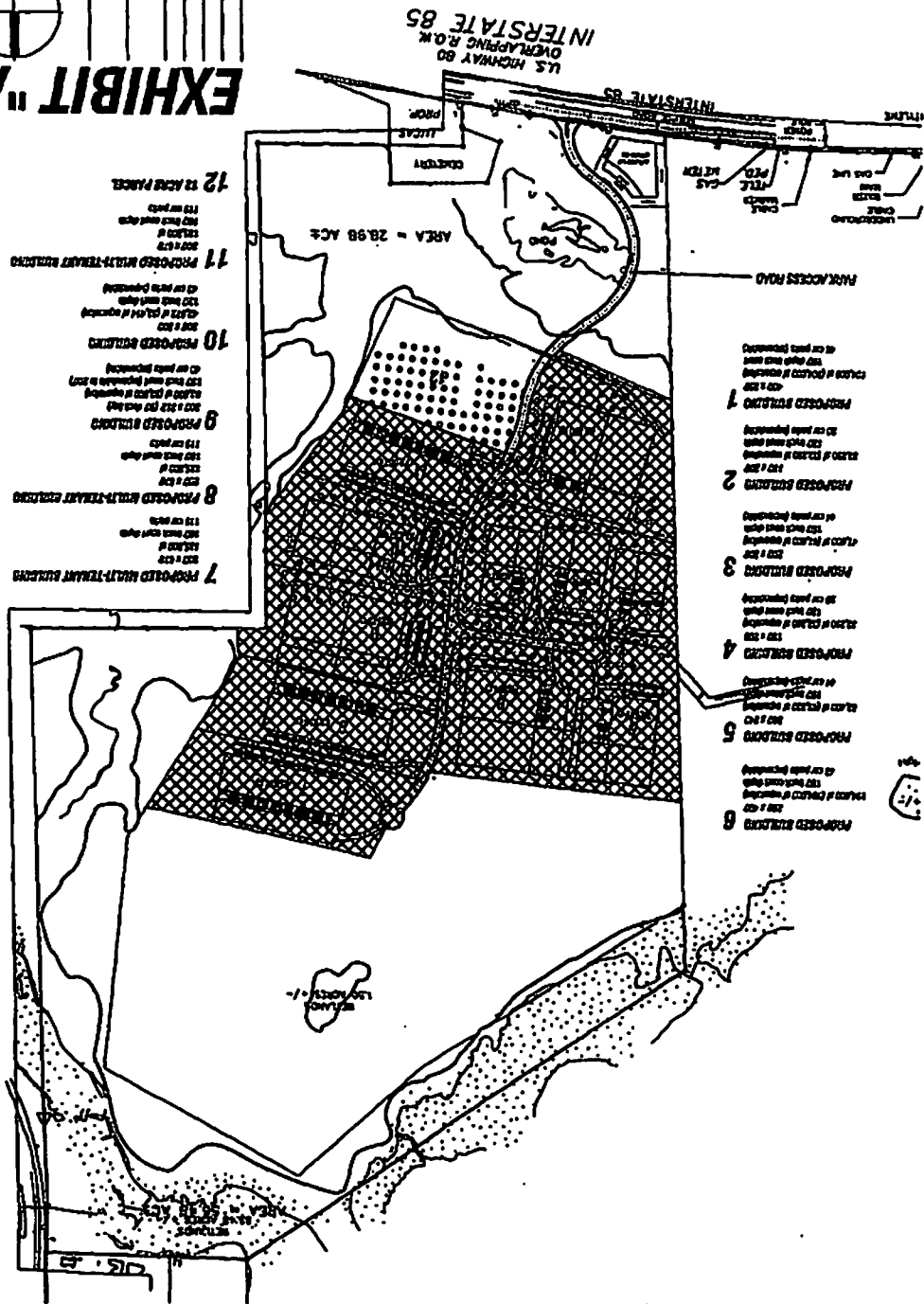
EXHIBIT B
APPROVED PLANS FOR MAIN ACCESS ROAD

AO 1259819.4

17-19



EXHIBIT "A"



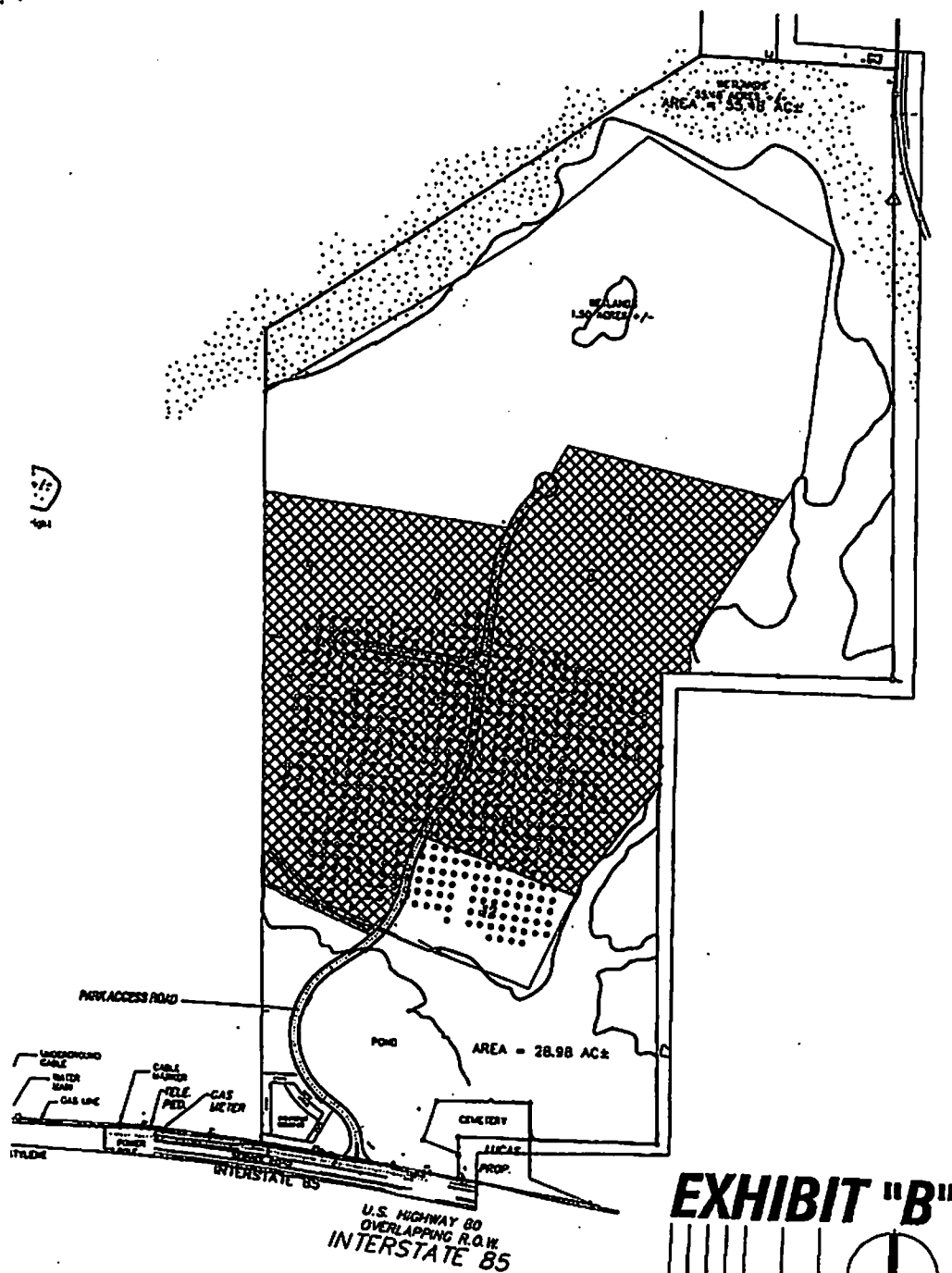


EXHIBIT "B"



MONTGOMERY INDUSTRIAL PARK

PROPOSED MASTERPLAN | MONTGOMERY INDUSTRIAL PARK | MONTGOMERY, ALABAMA

CLM/MS
PATILLO

STATE OF ALABAMA
MONTGOMERY CO.
I HEREBY CERTIFY THIS INSTRUMENT
WAS FILED ON

2005 JUL -6 PM 2:16

KEESE MCKINNEY, JR.
JUDGE OF PROBATE

NO CHARGE

17-21



September 11, 2017

Hon. Elton N. Dean, Sr.
Chair, Montgomery County Commission
101 South Lawrence St.
Montgomery, AL 36104

Dear Commissioner Dean,

My name is Cornelius Jackson and I am with House to House Community Development. We are in our ninth year serving low-income families on Montgomery's west side. Founded as the housing ministry of Common Ground Montgomery, we are an independent nonprofit organization teaching families the Bible-centered life skills needed to overcome the crippling effects of dysfunctional dependency and perpetual poverty. We offer affordable housing with dignity to those who can stay through all 70 weeks of our life skills training.

To date, we have already invested \$1 million dollars in our community—strongly encouraging all staff to live in the neighborhood we serve. We have made a serious long-term commitment to see families begin to thrive and use their new skills to then help other families in turn. Commissioner Sankey has toured the community with us and visited the homes we are providing. And if I could be so bold as to speak for him, I would report to you that he was very impressed and excited about the work that we are doing. Previous Commissioners Ingram, Polizos and Hall have provided support in the past.

While there are many things on our list that we wish we could afford, none are more important than having a fully-equipped educational program. We are in the early stages of renovating a home on the corner of Oak and Early Streets that will serve as a Community Center and a place for our new offices. This Community Center will be available for neighborhood meetings and will serve as our classroom facilities. At the present time we are using a nearly-finished renovation at 3329 Roundtree Road as our classroom. A new class representing twenty families from the community will be starting in a few weeks. The following list is a summary of the immediate urgent needs we hope the County Commission can help us address:

1. Repairs to HVAC at 3329 Roundtree - \$2,000
2. Printed curriculum for 20 students - \$1,200

3. Presentation equipment and laptop to be used during classes - \$2,500
4. Tables and chairs suitable for an adult classroom - \$1,900
5. Cost of certification to teach 'Faith and Finances' and 'Work Life' - \$2,200
6. Cost of providing child care during classes - \$2,100
7. Transportation costs taking students to and from class - \$500

This list totals \$12,400. And we believe it will be a worthwhile investment in the future of twenty Montgomery County families—equipping them to use new social networks to find better jobs, move away from entitlements, use stable housing to provide a better learning environment for their children, and begin the exciting journey (with our continued assistance) toward home ownership among other benefits. Most of all, these twenty families will experience the feeling of true hope that a better future is possible.

Thank you for your support in the past and for considering this request.

Sincerely,



Cornelius Jackson
Executive Director



The mission of House to House is to invest in substandard housing, making it beautiful and affordable so that it can be provided to low-income families who are willing to engage with us in weekly mentored classes to learn how to apply the gospel of Jesus Christ to everyday life including financial stewardship, doing well at work, being a better spouse and parent, moving toward a healthier lifestyle, cultivating a supportive social network and worshipping and serving our Creator. As we do this, thousands of volunteers help us renovate homes and we share the theology of Christian community development.





Heritage Training & Career Center

2249 Congressman W. L. Dickinson Dr. ● Montgomery, AL 36109 ● (334) 260-6161

September 28, 2017

Mr. Elton Dean, Chairman
Montgomery County Commission
P. O. Box 1662
Montgomery, AL 36102

Dear Chairman Dean:

We are submitting our request for funding from the Montgomery County Commission in the amount of \$20,000.00.

Heritage Training and Career Center (HTCC) is committed to assisting the Montgomery County in raising the quality of life for working families and children in Montgomery County. HTCC has worked untiringly over the past ten (10) years to provide assistance with supportive services and job training/job placement services to those individuals who lack adequate skills to achieve economic independence. Over the past ten years more than five hundred (50) Montgomery County residents have been placed in unsubsidized employment and are now supporting their families and contributing to the economic recovery of the City of Montgomery.

As individuals call in to 211 to request support services here in the City of Montgomery, HTCC is among those agencies they are referred to for job training and employment assistance. No one is turned away in spite of us not having the funding to work with these individuals. We need your support this year. We would like to be a recipient of funding from the Montgomery County Commission to continue providing these services to families in your District. We are committed to improving the lives of individual living in low-income communities.

Your support is important to us and vital for many families and children in Montgomery County. Thank you in advance for your generosity.

If additional information is needed, please feel free to contact me at (334) 260 – 6161.

Thank you in advance for your kind consideration of this request.

Sincerely,

Cynthia Brown
Executive Director

2017 SEP 28 PM 2:36

Heritage Training and Career Center

Physical Address:

2249 Cong. W. L.
Dickinson Drive
Montgomery, AL
36109

Hours of Operation:

Monday – Friday

8:30AM– 3:30PM

Contact:

Phone:
334-260-6161

Fax:
334-260-6131

E-mail:
heritagetcc@gmail.com

Website:
www.heritagetcc.com

Cynthia Brown
Executive Director

ABOUT HERITAGE TRAINING AND CAREER CENTER

Founded in 2007 in Montgomery, Alabama, Heritage Training and Career Center (HTCC) is a fully operational 501(C) 3 community-based organization. The program provides innovative solutions to community issues through the training of economically disadvantaged individuals who are in the mainstream of Alabama's public support

system. HTCC has among its community investment mission agenda to provide training and assistance for low-income individuals who lack adequate skills to achieve economic independence, as well as to provide a comprehensive program to promote self-sufficiency through training, work experience, supportive services and job placement in unsubsidized employment.



*"Opening doors
to a world of
possibilities."*

Our programs

JOB READINESS

The Job Readiness training components includes but are not limited to: Job Readiness skills, Basic Computer Skills training, Work Ethics Training, Structured Job Search and Job Placement, Job Retention and Post Employment Services, Job Coaches and Family Mentoring, Community Employment (CEMP) and Work Adjustment. There are certain job readiness skills that are required

for all Temporary Assistance to Needy Families (TANF) recipients and other eligible participants. The core of the instruction and focus of this program is the development of skills necessary to succeed in the workplace. For all eligible students in these activities, appropriate work maturity skills and pre-employment skills will be developed. The course is designed to provide a variety of

learning situations to help participants increase their self-esteem and confidence, develop job interests, actively pursue a job consistent with their interests and abilities, secure employment, and be able to handle work situations effectively so they remain employed.

Funders and Partners:

- Alabama Dept. of Human Resources

- Dollar General Foundation



- Elmore County Dept. of Human Resources

- Elmore County Commission

- Autauga County Community Foundation

- Elmore County Community Foundation

- Alabama Power Company

- Alpha Kappa Alpha Sorority

- Lighthouse Counseling Center

- H. Council Trenholm State Technical College



- Montgomery County Dept. of Human Resources

- Autauga County Dept. of Human Resources

- Montgomery County Court System

ADULT LITERACY / GED PROGRAM

All around the world, literacy has the power to change lives and transform communities. Equipped with basic reading and writing skills, women can find employment that will allow them to become self-sufficient supporters of their families.

The Adult Basic Education/ GED Program

is conducted at Heritage Training and Career Center in partnership with H. Council Trenholm State Technical College, one of Alabama's largest two-year college system. The Pre-GED and GED classes are available for persons who did not complete high school. The program helps to prepare learners on different functioning levels for the GED exam. The program

is designed to offer opportunities for students to enhance basic skills in language, math, science, reading, and writing.

FATHERHOOD PROGRAM

The Fatherhood Program provides men with the opportunity to obtain the tools to become supporters of their children's emotional, physical and financial needs to enhance the bond between parent and child. The program is targeted to non-custodial fathers.

Quenching the Father Thirst: Developing a Dad is a thirteen week facilitator-led, research- and result-based curriculum developed by the National Center for Fathering. The curriculum focuses on helping men to become responsible fathers/father-figures that love and lead their children to success.

Quenching the Father Thirst is useful for guiding programming interventions with factors such as understanding the role of a father, and providing training in specific skills to help participants become the fathers their children need.

PARENT EDUCATION PROGRAM

The purpose of the Parent Empowerment Education Program is to teach low-income parents, primarily Temporary Assistance To Needy Families (TANF) clients how to be effective and nurturing parents, learn positive discipline techniques, and how to manage stress and avoid neglecting or abusing their children and the importance of not transferring their stressful situations to their children. Our Parenting Education program teaches our students to recognize child abuse—both sexual and physical—and helps them to understand what constitutes neglect—a concept that many have never fully understood. The program is designed to teach them parenting techniques that help them respond to the behavior of their children in a positive way, to get positive results. They are given information on community resources and learn child development stages and how to appropriately respond to their children accordingly.



810 Cedar Street, Montgomery, AL 36106
Phone: (334) 263-9733 ~ Fax: (334) 263-9031

October 2, 2017

Dear County Commission,

The Second Chance Foundation is pleased to endorse this request for funding to support our efforts in serving at-risk youth in Montgomery, Alabama. Second Chance was created in collaboration with the Montgomery County Board of Education to serve the most at-risk youth in our community -- students expelled from public school for serious violations of the behavior code. Since its inception in 1998, Second Chance has provided daily services to hundreds of students, including individual, group and family counseling, academic remediation, community service opportunities, therapeutic recreation, and educational field trips. Our goal is for our students to be readmitted into school with new skills and new attitudes that allow them to succeed academically and in life. **Second Chance Requests \$25,000.00 to meet the changing needed of those we serve in the community**

In order to further meet the needs of at-risk youth in the community, We have expanded our services to address youth ages 17-24.

Second Chance Works is designed to provide comprehensive workforce development services targeted to the most underserved and at-risk out of school youth in the River Region – those who are expelled from school for serious behavioral offenses or are involved with juvenile court and Montgomery County Court.

Second Chance Works program design includes objective and informal assessment leading to individualized experiential and didactic workforce preparation with an emphasis on the strengths-based model of counseling and connections to supportive adults.

The Second Chance Foundation has worked with expelled youth and juvenile offenders for over 19 years. In recent years, there has been an increase in the number of expelled youth who are overage for a traditional school setting who will not realistically graduate from a traditional high school. Many older students who are expelled simply give up. Juvenile Court judges who work with juvenile offenders up to age 21 have no services to offer them. The school system has no referral options for youth that cannot be readmitted due to age.



810 Cedar Street, Montgomery, AL 36106
Phone: (334) 263-9733 ~ Fax: (334) 263-9031

These youth are often not prepared emotionally or behaviorally to enter an adult education program without significant support to address barriers in their lives.

The Second Chance Works program will be based at the Second Chance Foundation facility at 810 Cedar Street in Montgomery. The core hours for the structured daily program are 1-2 p.m. Monday – Thursday. Each of three groups of 12 will spend 3 months at a minimum in the daily program. Program participation will continue after that time frame with case management and ongoing educational and employment activities. It is estimated that average program participation will be three – six months.

Expected outcomes, consistent with the performance objectives, are 1) documented increases in educational functioning levels on basic literacy and numeracy skills 2) completion of secondary school or GED and 3) placement in employment or military service, or enrollment in postsecondary education. Based on an Individual Service Strategy, youth will participate in a three month structured daily program, with case management and referrals addressing additional needs.

Program Elements:

The program will include:

- Computer-based and teacher-supported academic skills training in a work-based context
- Work readiness and employability skills training through curricula and experiential practice and role play
- Career ready skills development with hands on, supported experience and activities
- Work experience through job shadowing, internships, and work-related community service
- Exposure to opportunities and possibilities through industry visits, college visits, speakers, and field trips
- Career exploration through local labor market and employment information
- Career, developmental, and mental health counseling offered in a group setting, as well as individual and family counseling.



810 Cedar Street, Montgomery, AL 36106
Phone: (334) 263-9733 ~ Fax: (334) 263-9031

Second Chance has an established referral network of community organizations to supplement and extend the range of services offered. Employers and other agencies will contribute to the curriculum as speakers. Partnerships have been developed with Montgomery County Family Court, Trenholm State Technical College, the Council on Substance Abuse, and Montgomery Public Schools.

Sincerely,

Tonya D. Barkum, MS.
Executive Director



810 Cedar Street, Montgomery, AL 36106

Phone: (334) 263-9733 ~ Fax: (334) 263-9031

Tonya Barkum, MS –Executive Director
Dawn Davis Counselor/Program Director
Leander Robinson- Counselor/CaseManager
Madalyn Caldwell-Counselor/CaseManager
Mattie King – Certified Teacher
Avionne Glasgow– Certified Teacher
Marlo McDonald – Life Skills Instructor
Carmen Ruise-GED Instructor

Terri Smith – Office Manager/Parent Involvement Coordinator

Office Hours: 8:00 – 4:00 Monday – Friday

Program Summary

Second Chance is a private, non-profit, therapeutic behavioral remediation program targeted to students excluded from area public schools and their families. Our primary goal is to prepare students to be readmitted and reintegrated into the school system with new behavioral skills and attitudes. We are the only agency that provides services to expelled students in the state of Alabama.

Students are primarily referred to the program by the Montgomery County Board of Education Central Office following due process and expulsion. Enrollment is initiated by parents/guardians. When students complete the program, they are recommended to the school system for readmission.

Comprehensive Day Treatment Program includes:

- Academic and Psychodiagnostic Assessment
- Individual, Group, and Family Counseling
- Credit Recovery and Academic Remediation
- Parent Involvement Activities
- Life Skills Instruction
- Therapeutic Recreation
- Community Service Opportunities
- Pre-GED and Basic Skills Instruction
- Resource Referral
- AfterCare Services
- Work readiness and employability skills training
- Job Placement Assistance and Career Planning

Professional, Committed Staff including:

- Three Masters Level Counselors
- Two Academic Teachers
- Life Skills Instructor
- Office Manager
- Volunteers, including: Counseling Graduate Students from Area Universities

THE SECOND CHANCE FOUNDATION BOARD OF DIRECTORS

Chairman of the Board

David Pinnock
Alabama Board of Nursing
RSA Plaza, Ste. 250
770 Washington Avenue
Montgomery, AL 36104
(334) 280-4761 (H)
(334) 293-5200 (O)
(334) 467-7848 (C)
Bigdave1341@aol.com
Davef350@gmail.com

Danita Henry Stapleton, LPC
2244 E Aberdeen Drive
Montgomery, AL 36116
(334) 271-2402 (O)
(334) 233-5431 (c)
DStapleton@alasu.edu

Wanda Anderson
Juvenile Probation Officer - Retired
Montgomery County Juvenile Court
396-4828 (h) 462-6662 (c)
wandabca36105@yahoo.com

Reverend Van Clee Johnson
716 Stableway Road
Pike Road, AL 36064
(334) 260-3388 (H)
vanclee45@hotmail.com

Judge Calvin Williams
Montgomery Family Court
1111 Air Base Blvd.
Montgomery, AL 36108
(334) 240-7367
calvin.williams@alacourt.gov
aundriaguyton@mc-ala.org

Rhonda Wimbley
Juvenile Probation Officer
Montgomery County Juvenile Court
Rhondawimbley@mc-ala.org

Tracey Pressley, LCSW
Instructor of Social Work
Alabama State University
728 Pinkston Street
Montgomery, AL 36109
(334) 229-5142 (O)
tpressley@alasu.edu
Tracy Pressley

Ronda Cherry-Smoke
244 Dexter Avenue
Post Office Box 160
Montgomery, AL 36101
(334) 954-2706 (O)
(205) 438-5032 (C)
racherry@southernco.com

Emma E. Cole
207 Montgomery Str. Suite 425 F
Troy University Montgomery Campus
Montgomery, AL 36103
(334) 832-7292 (O)
(334) 241-9734 (F)
ecole43491@troy.edu

Ex-Officio:

Tonya D. Barkum, M.S.
Executive Director
Second Chance Foundation
810 Cedar Street
Montgomery, AL 36106
(334) 263-9733 (O)
(334) 324-8242 (C)
(334) 263-9031 (F)

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 5, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *dlm*
County Administrator

SUBJECT: ADECA Director Tour of Montgomery, Autauga and Elmore Counties

ADECA Director Kenneth Boswell has requested a visit to Montgomery, Autauga and Elmore counties to see various projects that ADECA has funded. Attached is an agenda for these tours, which will be on October 10 – 11, 2017. His tour in Montgomery County is as follows:

- 2:00 Snowdown Park - RTP
- 2:30 Leave for Pike Road – Sweet Creek
Meet with Reed Ingram, Mayor Stone and the Montgomery County Commission
- 3:00 Tour Pike Road Recreational Trails – ALDOT TAP, RTP
Freeport Estates Housing Rehabilitation – CDBG
- 4:00 Waugh Park – LWCF, Eastwood Villa- CDBG request
- 4:30 East Montgomery Industrial Park- Industrial Access, Economic Development
CDBG
Flatwood Community Center- LWCF, RTP, Good Roots, Mid-South RC&D
Community Center

It would be good for as many Commissioners to attend this tour and especially helpful if the Commissioner of the district in which the tour is taking place could be present.

Please contact Loretta Burns and let her know if you will be able to participate in this tour.

Should you have any questions, please contact me at 850-9131.

/tn

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

ADECA Director Kenneth Boswell visit to CARPDC region

October 10th-11th

Agenda

Tuesday October 10th

- 8:00 Meet at CARPDC Office, 430 South Court Street
- 8:30 Leave for Autaugaville, meeting with Mayor Stoudemire
Sewer Plant - CDBG improvements - request
Senior Center
Demolition
Park - upgrades
Economic Development CDBG – water lines and sewer
USDA – Grant/Loan – Sewer upgrades
USDA – Food Marketing Study
- 10:30 Leave for Billingsley
Water System – CDBG
Park – CDBG ADA enhancements – request
- 11:00 Leave for Prattville
Ride by Vida Community Center - CDBG
- 11:30 Lunch – Uncle Mick’s Cajun Market
Meeting with County and City of Prattville Officials
Prattville Riverwalk – LWCF, RTP
Field of Dreams – CDBG
Demolition – CDBG
MLK/College Heights-CDBG Planning
Mill Redevelopment
Industrial Park Access – South Industrial Park – EDA Grant
Pine Level Park – LWCF
(Tour Prattville)
- 1:30 Leave for Montgomery County
- 2:00 Snowdoun Park - RTP
- 2:30 Leave for Pike Road – Sweet Creek
Meet with Reed Ingram, Mayor Stone and the Montgomery County Commission

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

- 3:00 Tour Pike Road Recreational Trails – ALDOT TAP, RTP
Freeport Estates Housing Rehabilitation – CDBG
- 4:00 Waugh Park – LWCF, Eastwood Villa- CDBG request
- 4:30 East Montgomery Industrial Park- Industrial Access, Economic Development CDBG
Flatwood Community Center- LWCF, RTP, Good Roots, Mid-South RC&D Community Center.
- 5:00 Return to CARPDC

Wednesday, October 11th

- 8:00 Meet at CARPDC Office, 430 South Court Street
- 8:30 Town of Coosada – Meet with Mayor Hand
Town Park
Sewer Issues
- 9:30 Town of Elmore – Meet with Mayor White
Lucky Town CDBG Sewer Improvements, Historic District CDBG request.
North Elmore Drainage Issues- ARC
- 10:30 City of Millbrook
Ground Breaking – Sandtown School Community Center – CDBG
Meeting with Mayor Kelley and Council
- 11:30 Leave for Tallassee
- 12:00 Lunch – Tallassee – 1220 Café
Meet with Mayor Hammock
(Tour Tallassee)
- 2:30 Town of Eclectic
Meet with Mayor Davenport
(Tour Eclectic)-
Madix, Inc.
- 3:30 Wetumpka – Elmore County Commission
- 4:00 City of Wetumpka – Meet Mayor Willis
- 5:00 Return to CARPDC

9/27/2017

To: Elton Dean, Chairman of Montgomery County Commissioners

From: Nathan Cook, Executive Director of Lighthouse Counseling Center, Inc.

Re: Financial Support for County Jail Program, \$60k

Dear Chairman Dean,

I would first like to thank the County for its past and present support for the County Jail Program that the Lighthouse has operated for several years now. I became the ED at Lighthouse in December 2016 and one of my first duties was to ask the County to continue funding our jail program with the support of the Sheriff's Office and several of the local Judges. After much discussion our request was approved with the caveat that we look for other funding. Our agency has gone through a major financial crisis over the last year due to cutbacks in almost all of our funding sources. We have applied for funding through a grant submitted by the Sheriff's Office that would fund our jail program for three years if approved. The Sheriff's Office has not received notice yet whether they have secured this grant. All other avenues have been unsuccessful at this point but due to the importance of the Substance Abuse issues in our community we are humbly forced to come again and ask for financial support if we don't receive the grant through the Sheriff's Office. Enclosed, is a report on the service rendered thus far in 2017. We hope you will look favorably on this request to present before the Commissioners for financial support for our jail program for one more year. Thanks in advance for your consideration of this request with the support of the Sheriff's Office.

**Lighthouse Counseling Center, Inc.
Montgomery County Jail Program**

Date: September 26, 2017

Purpose and Mission of the Lighthouse

PURPOSE: *The Lighthouse Counseling Center, Inc. was founded in 1971 to provide an array of prevention and counseling services not available elsewhere in the area to children, adolescents and young adults. Currently, the agency offers an intensive outpatient substance abuse treatment program for adults, women, those with a co-occurring disorder and persons at risk for HIV; crisis intervention services for victims of rape and sexual assault; and housing programs for homeless individuals with a substance abuse disorder and who are either HIV positive, women with dependent children or another co-occurring disorder.*

MISSION: *The mission of the Lighthouse is the healing, restoration, and education of the people of our community to effectively and compassionately improve the quality of life for those we serve.*

Every resource, be it human, operational, or financial, at our disposal shall be directed toward this purpose. Our efforts will always be governed by the principles of teamwork, responsibility, accountability, honesty, and respect.

Hours of Operation:

Lighthouse Counseling Center, Inc. main office operates between the hours of 8:00 A.M. to 9:30 P.M., Monday through Friday. However, the Jail Program days and times of operation are:

	Monday	Tuesday	Wednesday	Thursday	Friday
Males	8:00a-11:00a	8:00a-11:00a	8:00a-11:00a	8:00a-11:00a	
Females	2:30p-4:00 p	2:30p-4:00 p	2:30p-4:00 p	2:30p-4:00 p	
Individual Assessment					8:00a-11:00a

Estimation of Extent of Services:

It is estimated that at any given time, approximately 15 males and 10 females will be actively involved in the educational groups conducted in the jail.

Service Intensity: The patients are expected to complete 8 weeks of educational group sessions with the option of a community referral for continued treatment upon release from jail.

Report of Services/Stats for 2017

As of September 26, 2017 dating back to January 6, 2017, 121 assessments were conducted. 79 men were assessed, 50 men successfully completed the program, 15 men did not successfully complete the program, and there are currently 14 active males in the program. 42 women were assessed, 22 successfully completed the program, 14 did not successfully complete the program, and there are currently 6 active females. The males and females did not successfully complete the program due to them going to prison or being released from jail to go home. There were 21 clients that were assessed in November and December of 2016 that were scheduled to complete in 2017. 12 men & 8 women successfully completed the group. 1 male did not successfully complete the group due to him bonding out of jail. Of the 142 clients that attended Lighthouse Counseling Center Substance Abuse Treatment Program at MCDF Jail in 2017, 56 of them were court-ordered and 86 were voluntary. As of September 26, 2017, 92 clients have successfully graduated from the Lighthouse Counseling Center Substance Abuse Treatment Program at MCDF Jail. Only 4 clients have been treated twice at Lighthouse Counseling Center Substance Abuse Treatment Program at MCDF Jail. 2 of them were court-ordered and 2 of them voluntarily signed up. Overall, the primary drugs of choice

are: alcohol, marijuana, cocaine, crack, meth, opioids, and cigarettes. Most clients that attend Lighthouse Counseling Center Substance Abuse Treatment program at MCDJF Jail are charged with Burglary, Theft of Property, Violation of Probation, Possession of Controlled Substance, DUI, Chemical Endangerment, and Receiving Stolen Property.

Program Goal/Objectives:

The goal of the Lighthouse Counseling Center, Inc., is the healing, restoration, and education of the people of our community and compassionately improving the quality of life for those we serve that are in the early stages of change and who are not yet ready to commit to full recovery. The avenue for accomplishing these goals within the Montgomery County Detention Facility are:

1. Level I Montgomery Jail Program(s): To provide eight (8) weeks of substance use education to gender specific inmates of the Montgomery County Detention facility.

Program Components/Requirements

Individuals detained at the county jail receive services at the respected facility. Inmates are assigned to groups based on gender. The essential educational services are provided through the group setting and includes an ASAM assessment and psycho-education sessions.

Access to services is made via a referral from one of the circuit judges, the jail staff, or a detainee requesting admission to the jail program. All referrals and admissions are handled by the jail staff and referral information disseminated to the jail counselor. The jail staff is responsible for each referral completing the Lighthouse's screening form and forwarding that information to the jail counselor. Following receipt of the screening form, the Lighthouse therapist will make arrangement to complete the full psychosocial assessment on the detainee.

Individuals who are placed in the program generally require a period of discovery – discovering that he/she has a substance problem, discovering the effects of the chemicals use on him/her physically and emotionally; and discovering the chaos that has been wrought in their lives and the lives of their family members by the phenomenon of addiction itself. The educational process will focus on establishing and to integrate within each individual a foundation of basic recovery principles and education that may be built upon as the detainee progress in the program. Patients will be expected to participate in group sessions four (4) times each week for a maximum of eight (8) weeks.

Detainees are expected to demonstrate knowledge of basic recovery principles and to develop knowledge and skill for preventing relapse.

Detainees are encouraged to transfer to a higher level of care within the community upon release from the controlled environment.

Tammy Nix

From: jcogg123@aol.com
Sent: Wednesday, October 04, 2017 11:50 AM
To: Tammy Nix
Subject: Distinguished Young Women of Montgomery County

Commissioner: Daniel Harris Jr, Elton N. Dean, Ronda M. Walker, Isaiah Sankey, Doug Singleton

I am writing on behalf of Distinguished Young Women of Montgomery County. We are a scholarship program for high senior girls in Montgomery County. I would like to make a request for a donation for our program to be held at Frazer October 8-9 2017. The Montgomery County Commission has supported us in the past and I look forward to hearing from you.

Sincerely,
Janet Coggins
President Distinguished Young Women of Montgomery County

Tammy Nix

From: Jessica G. Horsley <jhorsley@montgomerychamber.com>
Sent: Wednesday, October 04, 2017 11:21 AM
To: Donald Mims
Subject: RE: Steris - Certificate of Compliance

This is just to let the County know that they are in compliance. No need for a special update.

Jessica G. Horsley
Director, Retention
Montgomery Area Chamber of Commerce

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Monday, October 2, 2017 4:11 PM
To: Jessica G. Horsley <jhorsley@montgomerychamber.com>
Cc: Ellen McNair <Emcnair@montgomerychamber.com>
Subject: Steris - Certificate of Compliance

Jessica,

Attached for your information is a Certificate of Compliance from Steris, Corp.

Please review and advise as to whether you need to update the Commission regarding their compliance.

Donnie



Donald L. Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Office: (334) 832-1210
Cell: (334) 850-9131
Fax: (334) 832-2533
www.mc-ala.org

**CERTIFICATE OF COMPLIANCE
PURSUANT TO THAT PROJECT AGREEMENT
BY AND AMONG THE STATE OF ALABAMA, THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION, STERIS CORPORATION And AMERICAN
STERILIZER COMPANY
DATED JULY 12, 2012,
AND PURSUANT TO THAT FIRST AMENDMENT TO PROJECT AGREEMENT
DATED MAY 9, 2014,
AND PURSUANT TO THAT SECOND AMENDMENT TO PROJECT AGREEMENT
DATED AUGUST 25, 2015**

The undersigned officer of STERIS Corporation and American Sterilizer Company (the "Company") hereby certifies to the STATE OF ALABAMA (the "State"), the CITY OF MONTGOMERY (the "City"), and the MONTGOMERY COUNTY COMMISSION (the "County") that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. Pursuant to Section 2(a) of the Project Agreement by and among the State of Alabama, the City of Montgomery, Montgomery County Commission, STERIS Corporation and American Sterilizer Company, dated July 12, 2012 (the "Agreement"), the Company agreed to Commence Construction of the Expanded Facility not later than August 1, 2012. The Company Commenced Construction on July 2, 2012.
2. Pursuant to Section 2(a) of the Agreement, the Company agreed to Commence Operations at the expanded facility not later than December 31, 2013. The Company commenced operations in November, 2013.
3. Pursuant to Section 2(b) of the Agreement, the Company is required to invest in the Project from its resources not later than June 30, 2014, an amount of not less than eleven million dollars (\$11,000,000). The Company had invested in the Project, from its own resources, eleven million four hundred seventy one thousand dollars (\$11,471,000) as of June 30, 2014.
4. Pursuant to Section 2(c) of the Project Agreement, the Company is required to employ at least forty (40) new Full-Time Employees by June 30, 2013, earning an average wage of at least \$18.86 per hour, exclusive of benefits (the "Required Employee Pay Scale"). The Company achieved forty (40) new Full-Time Employees, earning an average wage at least equal to the Required Employee Pay Scale, on June 3, 2013.
5. Pursuant to Section 2(d) of the Project Agreement, and pursuant to Section 1(d) of the Second Amendment to Project Agreement, the Company is required to employ at least eighty (80) new Full-Time Employees by December 31, 2015, earning an average wage of at least equal to the Required Employee Pay Scale. The Company achieved eighty (80) new Full-Time Employees, earning an average wage of at least the Required Employee Pay Scale, on December 30, 2015.
6. The Company is not in default under the Agreement, the First Amendment to the Agreement, or the Second Amendment to the Agreement.

7. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement, the First Amendment to the Agreement, and the Second Amendment to the Agreement.

Malcolm T. McBride
(Signature)

Malcolm T. McBride
(Print Name)

Title: Director of Operation

Date: 9/14/17

2017 SEP 14 PM 04:30

VERIFICATION

State of Alabama

County of Montgomery

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

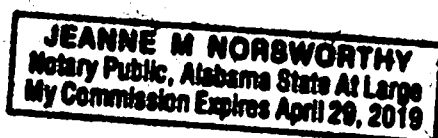
Sworn and subscribed before me this 14th day of September, 2017

AFFIX SEAL

Signature of Notary Public Jeanne M. Norsworthy

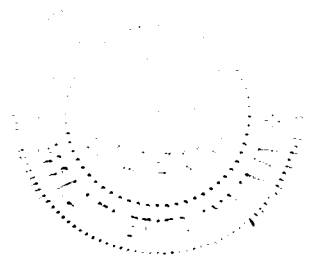
Printed Name Jeanne M. Norsworthy

My Commission Expires 29 day of April, 2019



2015-2016
2017-2018
2019-2020
2021-2022

JEANNE M NORBORTHY
Notary Public, Alabama State At Large
My Commission Expires April 20, 2019





THE SPORTS CAPITAL OF ALABAMA

INVOICE

TO: Montgomery County Commission
101 South Lawrence Street
Montgomery AL 36104

DATE: August 30, 2017

INVOICE NUMBER: 2017-01

2017 GUARDIAN CREDIT UNION FCS KICKOFF SPONSORSHIP \$40,000

Make Check Payable to:

Central Alabama Sports Commission
1010 Forest Avenue
Montgomery AL 36106



Remit To: ESPN, Inc. - Prod Miscellaneous
P.O. Box 732527
Dallas, TX 75373-2527
Tax ID# 13-3759888

Wire To: ESPN Inc. Miscellaneous
ATTN: ESPN Productions Inc.
PO BOX 732527
Dallas, TX 75373-2527

CITY OF MONTGOMERY
1010 FOREST AVE
MONTGOMERY, AL 36106

INVOICE	
NUMBER	DATE
603E3	08-21-2017
ORDER NO.	
BILLING PERIOD	
AUGUST 2017	

ATTENTION: SUSAN HILDRETH - SHILDRETH@MONTGOMERYAL.GOV

ACCOUNT EXECUTIVE

ACCOUNT EXEC PHONE

DESCRIPTION	AMOUNT (USD)
2017 GUARDIAN CREDIT UNION FCS KICKOFF SPONSORSHIP	100,000.00
ALL ACCOUNTS DUE AND PAYABLE 30 DAYS FROM INVOICE DATE	

TOTAL DUE 100,000.00

Tammy Nix

From: Florence Cauthen
Sent: Tuesday, September 26, 2017 3:43 PM
To: Donald Mims
Subject: FW: 2017 COUNTY CMSN FCS INV
Attachments: Scan0070.pdf

From: Miller, Scott [mailto:smiller@montgomeryal.gov]
Sent: Tuesday, August 29, 2017 2:54 PM
To: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: FW: 2017 COUNTY CMSN FCS INV

Attached invoice for 40,000.00 from the Central Alabama Sports Commission (in the past Donnie has made payments to the sports commission because it is a 501 © 3) and invoice from ESPN in the amount of 100,000.00.

From: Hildreth, Susan
Sent: Tuesday, August 29, 2017 2:48 PM
To: Miller, Scott
Subject: 2017 COUNTY CMSN FCS INV



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

August 29, 2017

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

**RE: Hall Street Baptist Church, 700 Hall Street, Montgomery,
Montgomery County, Alabama
Listed Date: August 29, 2017**

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced property has been favorably reviewed and is now listed on the Alabama Register of Landmarks and Heritage.

The Alabama Register is a prestigious listing of historic, architectural, and archaeological landmarks. These selected Alabama landmarks are worthy of both recognition and preservation. **Listing on the state register is an honorary designation imposing no benefits or restrictions on property owners.**

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

A handwritten signature in blue ink that reads "Hannah Garmon".

Hannah Garmon
Coordinator, Alabama Register of Landmarks & Heritage
334.230.2644
Hannah.Garmon@ahc.alabama.gov

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>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 52110-16B-038	Footwear Footwear	Sheriff's Office Sheriff's Office	Azars Gulf States Distributors	Oct 16, 2017 Oct 16, 2017	Oct 16, 2019 Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.	Oct 16, 2017	Oct 16, 2019
<u>NOV</u>						
	52110-14B-025	Sherriff's Uniforms	Sheriff's Office	Azar's Uniforms reassigned to Galls LLC		Feb 6, 2017
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		Nov 6, 2017
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		Nov 16, 2017
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		Nov 30, 2017
	57202-15B-026	Drug Testing	Comm. Corrections	Drug Testing Program Management, Inc.	Nov 1, 2017	Nov 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	Nov 15, 2017	Nov 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation	Nov 30, 2017	Nov 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	A'viands LLC	Nov 30, 2017	Nov 30, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	52200-16B-043	Inmate Security	Detention Facility	North Atlantic Security Company	Nov 30, 2017	Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
<u>DEC</u>						
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.	Dec 31, 2017	Dec 31, 2018
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	Dec 20, 2017	Dec 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors	Dec 20, 2017	Dec 20, 2018