

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 5, 2017

AGENDA
INFORMATION SESSION

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

Prayer

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Scheduled Attendees:

Sheriff Derrick Cunningham
Chief Administrator Rhonda Cape with the District Attorney's Office
Probate Judge Steven Reed
Pastor Ken Austin with the Mercy House, Ms. Mary Boone and Ms. Cubie Rae Hayes
Information Technology Manager Rodney Smith
Director Felicia Bell, Ph.D, with Rosa Parks Museum, Troy University
Attorney Riley W. Roby with Balch & Bingham LLP, Chief of Staff Anna Buckalew and
Director of Corporate Development Justice Smyth with the Montgomery Area
Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 15, 2017

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6PER (FY2016 - \$86,319.11), Sheriff's Office**
2. **Consider Authorization of Agreement for Consulting Services with Walter Schoel Engineering Company, Inc., for VGuage Precipitation Monitoring Services, Subject to Review by County Attorney, Engineering Department**
3. **Consider Authorization of Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel, Engineering Department**
4. **Consider Authorization of Easement with the Alabama Power Company for Upgrading Electrical Service to the Montgomery Industrial Park, Engineering Department**
5. **Consider Authorization of Commercial Exhibit Agreement with the Alabama National Fair & Agricultural Exposition, Inc., regarding Exhibit Space for the 2017 Fair, County Commission**
6. **Consider Authorization of Health Risk Assessment (HRA) Discount for Employee Contribution effective October 1, 2017, Risk Management**
7. **Consider Authorization of Changes to County Healthcare Plans concerning Employee and Retiree Contributions for Both the PPO and HMP Plans, Risk Management**
8. **Consider Adoption of Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources (MCDHR) Building, County Commission**
9. **Consider Authorization of Amendment Number 1 to Contract with Sharp Cut Lawn Service, for a one year extension and 5% increase in prices for Grounds Maintenance at Montgomery County Parks (Contract Number 51901-16B-024), Parks and Recreation Department**
10. **Consider Authorization of Miscellaneous Appropriations Reprogramming Requests, County Commission**
11. **Consider Authorization of Budget Change Request Number 47 to the Montgomery County Extension Service for the 4-H Air Rifle Team Registration Fees for Nationals in the Amount of \$800, County Commission Appropriations**
12. **Consider Authorization of Budget Change Request Number 48 to the Montgomery Area Business Committee for the Arts for the WWI Centennial Rainbow Solider Statue Dedications and Events in the Amount of \$15,000, County Commission Appropriations**

13. Consider Authorization of Budget Change Request Number 49 to the Montgomery Area Business Committee for the Arts for the Creation of a Life-Size Bronze Statue of Dr. Martin Luther King, Jr., in the Amount of \$42,000, County Commission Appropriations
14. Consider Authorization of Budget Change Request Number 2, Community Corrections
15. Consider Authorization of Budget Change Request Number 6, Engineering Department
16. Consider Authorization of Position Fill Requests – Detention Facility (4)
 - Corrections Officer Corporal, Position Number 500425135
 - Corrections Officer Trainee, Position Number 500419116
 - Corrections Officer Trainee, Position Number 500419142
 - Corrections Officer Trainee, Position Number 500419212
17. Consider Authorization of Position Fill Request – Finance Department (1)
 - College Intern, Position Number 210075001
18. Consider Authorization of Position Fill Requests – Sheriff’s Office (2)
 - Deputy Sheriff Trainee, Position Number 550430123
 - Deputy Sheriff Trainee, Position Number 550430158
19. Consider Travel/Training Requests (5)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney

Comments from Scheduled Attendees:

Executive Director Karen Sellers and Incoming Executive Director Tay Knight with the
Family Sunshine Center
Executive Director Evette Hester with the Montgomery Housing Authority
Area Director Kenyatte Hassell with Montgomery Young Life
Founder/President Earnestine Woods with Have a Heart 4 Children, Inc.,
Chairman Houston Markham with Diamond Kings Baseball Foundation
Dr. Bishop Leighton Gordon with True Holiness Temple, Inc.

Adjourn

CALENDAR OF EVENTS

JUNE 5, 2017

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

JUNE 19, 2017

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

JULY 4, 2017

County Holiday (Independence Day)

JULY 10, 2017

Regular County Commission Meeting
5:00 p.m. - Information Session
6:30 p.m. - Formal Session
District 3 Meeting – Location To Be Determined
After Conclusion of the Formal Session, an
Information Session may be conducted

JULY 24, 2017

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

AUGUST 7, 2017

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

AUGUST 21, 2017

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

AGENDA

JUN -5 2017

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-12-17

Check Number	To	Check Number
268802		268876
Total Checks Paid		\$154,118.99

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

AGENDA

6-5-17 Meeting JUN -5 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-12-17

Check Number	To	Check Number
268877		268940
Total Checks Paid		\$387,172.85

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

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-19-17

Check Number	To	Check Number
268942		268999
Total Checks Paid		\$416,054.23

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-19-17

Check Number	To	Check Number
269000		269091
Total Checks Paid		\$308,520.26

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

Replaced Check #267000 with Check #268941

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-26-17

Check Number	To	Check Number
269092		269145
Total Checks Paid		\$425,890.36

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

AGENDA

6-5-17 Meeting JUN -5 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-26-17

Check Number	To	Check Number
269146		269192
Total Checks Paid		\$151,643.22

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
5/26/17

Payroll Check Number	127930	To	Payroll Check Number	127999	\$ 50,742.82
Direct Deposits					\$ 850,113.58
Payroll Check Number	128000	To	Payroll Check Number	128022	\$ 253,499.88
Direct Deposits					\$ 398,743.31
Federal Deposits					\$ 327,446.66
Total Payroll Paid					\$ 1,880,546.25

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID

ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK
REGISTER



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUN -5 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 31, 2017

MEMORANDUM

TO : Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
6PER Grant - \$86,319.11

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. This is a standard Homeland Security Grant which requires no monetary match money. Please place on the agenda and sign where indicated, once approved, and return to Christie, my Administrative Assistant, as soon as possible. If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$86,319.11 Total: \$86,319.11	5. Effective Dates Begin: 5/26/2017 End: 5/30/2018	6. Award Number: 6PER

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. **Project Implementation:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. **Written Approval of Changes:** Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

8. **Bidding Requirements:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Funds:** Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. **Financial Responsibility:** The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
 - c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. **Exercises:** All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. **Overtime and Backfill:** Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. **Organizational Overtime:** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. **Operational Overtime:** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. **Construction and Renovation:** The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. **Reporting Requirement:** The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Derrick Cunningham

Title: Sheriff

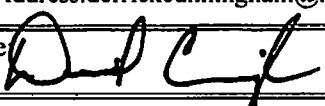
Agency Address: 115 S. PERRY ST MONTGOMERY, AL 36104-4243

Phone Number: 334-832-1646

Fax Number:

Mobile Number:

E-Mail Address: derrickcunningham@mc-ala.org

Signature: 

Date: 5/30/2017

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Elton N. Dean, SR

Title: Chairman

Agency Address: 100 S Lawrence Street Montgomery, Alabama 36104

Phone Number: 334-832-1210

Signature:

Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: Derrick Cunningham

Title, Agency, Agency Address, Phone Number: Sheriff, Montgomery County Sheriff Office; 115 S. PERRY ST MONTGOMERY, AL 36104-4243

Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature:

Date:

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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name:

Title:

Signature:

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D.C.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA

JUN - 5 2017

May 8, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer *George C. Speake*
SUBJECT: Precipitation Monitoring Service Agreement

5/8/2017

Please place on the agenda of the nearest possible meeting of the Montgomery County Commission approval of attached precipitation monitoring contract with Walter Schoel Engineering Company, Inc. Funds are available in our current budget to cover the costs of this service.

This agreement would allow us to obtain rainfall data at our two gravel pit sites via digital means instead of having employees manually read two separate rainfall gauges and record the data on a daily basis. This data is needed to satisfy reporting requirements required under the NPDES permits issued by ADEM for our two gravel pits.

In the past we had been obtaining this data from "RainWave Precipitation Monitoring Systems," but this company is no longer in business. It has been very difficult to find another company to provide these professional services. We were advised that Walter Schoel Engineering Company, Inc. currently provides this service for ALDOT pertaining to their NPDES construction permits issued by ADEM, so we contacted them.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE MONTGOMERY COUNTY COMMISSION
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
VGAUGE PRECIPITATION MONITORING SERVICES
Montgomery County, Alabama
May 8, 2017

This **AGREEMENT**, entered into by and between the **Montgomery County Commission**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for VGauge precipitation monitoring services for two project sites located in Montgomery County, Alabama.

SCOPE OF WORK

VGAUGE PRECIPITATION MONITORING SERVICES

The Consultant will provide precipitation monitoring services for two project sites located at 181 Jackson Road in Shorter, Alabama and W. Janet Warner Road in Montgomery, Alabama. The precipitation monitoring utilizes 5 minute incremental rainfall values calculated from radar imagery and adjusted based on existing physical rain gauges in the vicinity. Daily precipitation logs will be provided in a monthly summary report delivered by email at the beginning of the following month. In addition, email and/or text notifications will be sent for precipitation events exceeding 0.75 inches within a 24-hour period and following each precipitation event. The detailed scope is as follows:

- Setup the virtual gauge (VGauge) site within the software
- Calculate rainfall from radar imagery (gauge adjusted radar-rainfall)
- Provide monthly precipitation summary reports with daily rainfall totals
- Send notifications following each rainfall event with the rainfall total via email
- Email and/or text alerts for precipitation events exceeding 0.75 inches within a 24-hour period

Service Setup Fee:	\$ 250.00 per site (one-time fee)
Maintenance and Reporting:	\$ 35.00 per site (recurring monthly fee)

If requested, the Consultant can perform an investigation into a specific rainfall event to determine the event frequency or the detailed hydrologic analysis of the event. These tasks will be performed as needed and requested. These tasks will be considered additional services and be billed hourly based upon the attached schedule of unit rates.

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability

to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2017

Senior Principal	\$ 250.00 per hour
Principal	\$ 175.00 per hour
Chief Land Surveyor	\$ 175.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 130.00 per hour
Project Manager 1	\$ 120.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 110.00 per hour
Staff Professional	\$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 165.00 per hour
Laser Scanning Field Crew	\$ 200.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Admin Support/Intern	\$ 60.00 per hour
Courier	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.35 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 5.00 each
(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

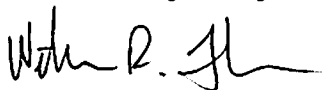
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.



Signature: _____

Name: William R. Thomas

Title: Senior Environmental Project Manager

Date: May 8, 2017

ACCEPTED:

Client: Montgomery County Commission

Signature: _____

Name: Elton N. Dean, Sr.

Title: Chairman

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: Montgomery County Commission Engineering Department

Client or Client's authorized representative: George C. Speake, County Engineer

Street Address: 100 S. Lawrence Street (P.O. Box 1667)

City, State, Zip: Montgomery, AL 36102-1667

Phone Number: (334) 832-2551 **Fax Number:** (334) 832-7190

Email Address: georgespeake@mc-ala.org

Client's Project Number: _____ **Client's Purchase Order Number:** _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA

May 2, 2017

JUN -5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake 5/2/2017

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases about 4%.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the \$2,000 lump sum payment to cover an increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

**Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106**

April~~2~~6, 2016

Mr. George C. Speake
County Engineer
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

Re: New Lease

Dear George:

Per our telephone conversation, I am enclosing a Lease for the contract period of June 1, 2017 until May 31, 2018.

Please send me a copy of the executed Lease after the Commission meets.

Thanks for your assistance in this matter.

Sincerely,



Polly G. Williamson
Manager for Williamson Properties, Ltd.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2017 to May 31, 2018@ \$1.25

In addition, LESSEE agrees to pay LESSOR the sum of \$2,000.00 prior to November 30, 2017 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a result of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2018.

This Agreement shall expire on May 31, 2018; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2018 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2017, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination. LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement within sixty (60) days of the notice of termination by either party.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

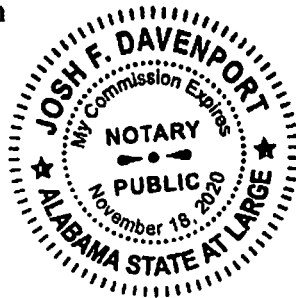
LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson
Williamson Properties, Ltd.
By: Polly G. Williamson



WITNESS:

Kyla Smith

NOTARY PUBLIC:

Josh F. Davenport
DATE: 4-29-17
COMMISSION EXPIRES: 11/18/2020

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA

JUN -5 2017

May 2, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake 5/2/2017

SUBJECT: Alabama Power Company Easement for Upgrading Electrical Service to the Montgomery Industrial Park

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of granting the Alabama Power Company an easement needed for upgrading the electrical service to the Montgomery Industrial Park. This electrical service upgrade is necessary to handle the anticipated increase in electrical loads associated with the new Gerhardi Plant.

If approved please have attached easement document executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

Source of Title:

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Attn: Corporate Real Estate
600 North 18th St
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Montgomery County Commission_ (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Said easements are shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in RLPY 2161 page 485, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____.

ATTEST (if required) or WITNESS:

Montgomery County Commission
(Grantor)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No

Location to Location: _____

SE _____ % of the SE _____ % of Section _12_, Township _16N_, Range _19E_

W.E. No. _____ Transformer No. _____

APC Document # _____

REV 3/15/16

4-2

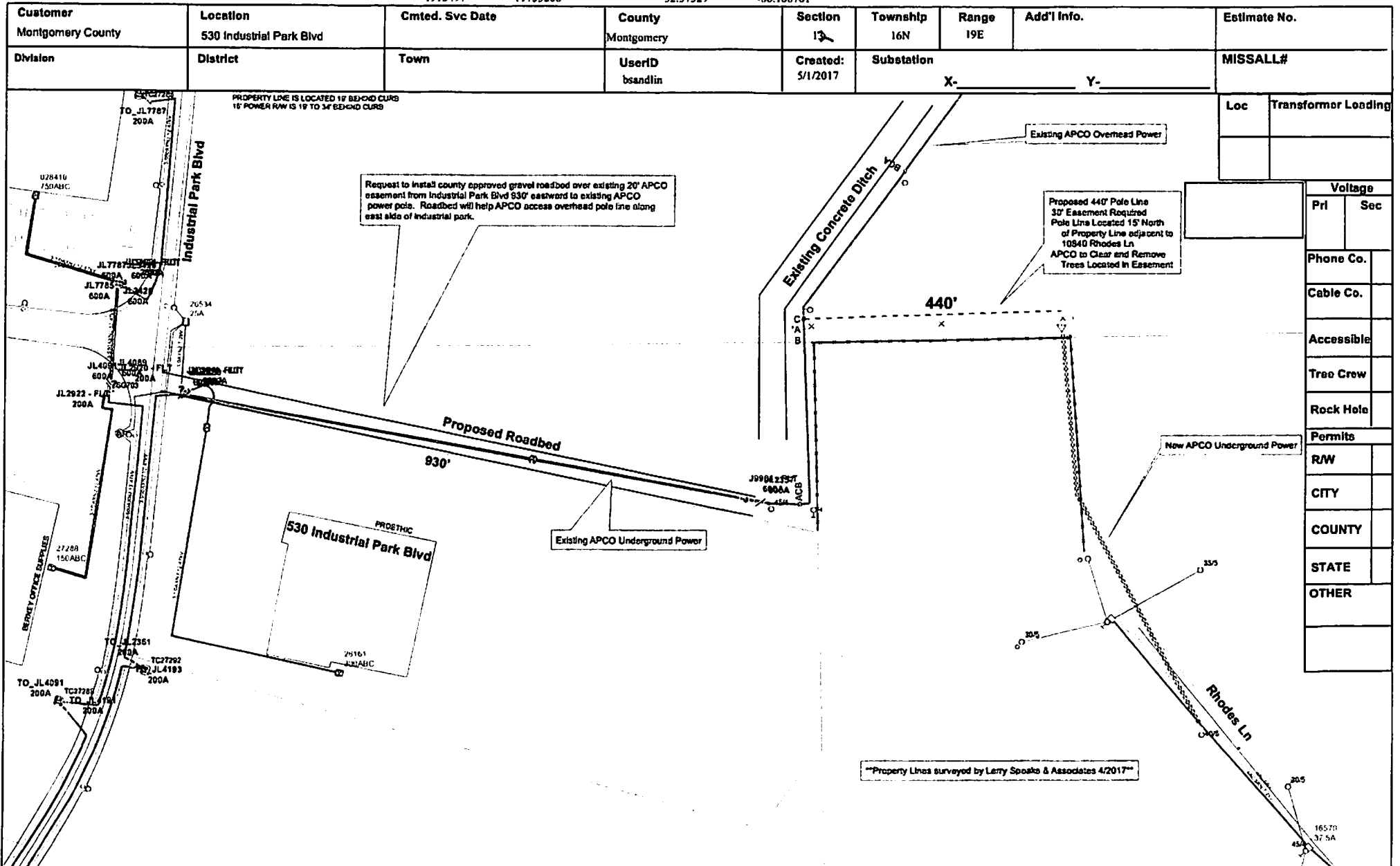
Exhibit "A"

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1915497 11753206

Map Center LatLon:
32.37529 -86.108701

1 inch = 128 feet



Voltage	
Pri	Sec
Phone Co.	
Cable Co.	
Accessible	
Tree Crew	
Rock Hole	
Permits	
RW	
CITY	
COUNTY	
STATE	
OTHER	

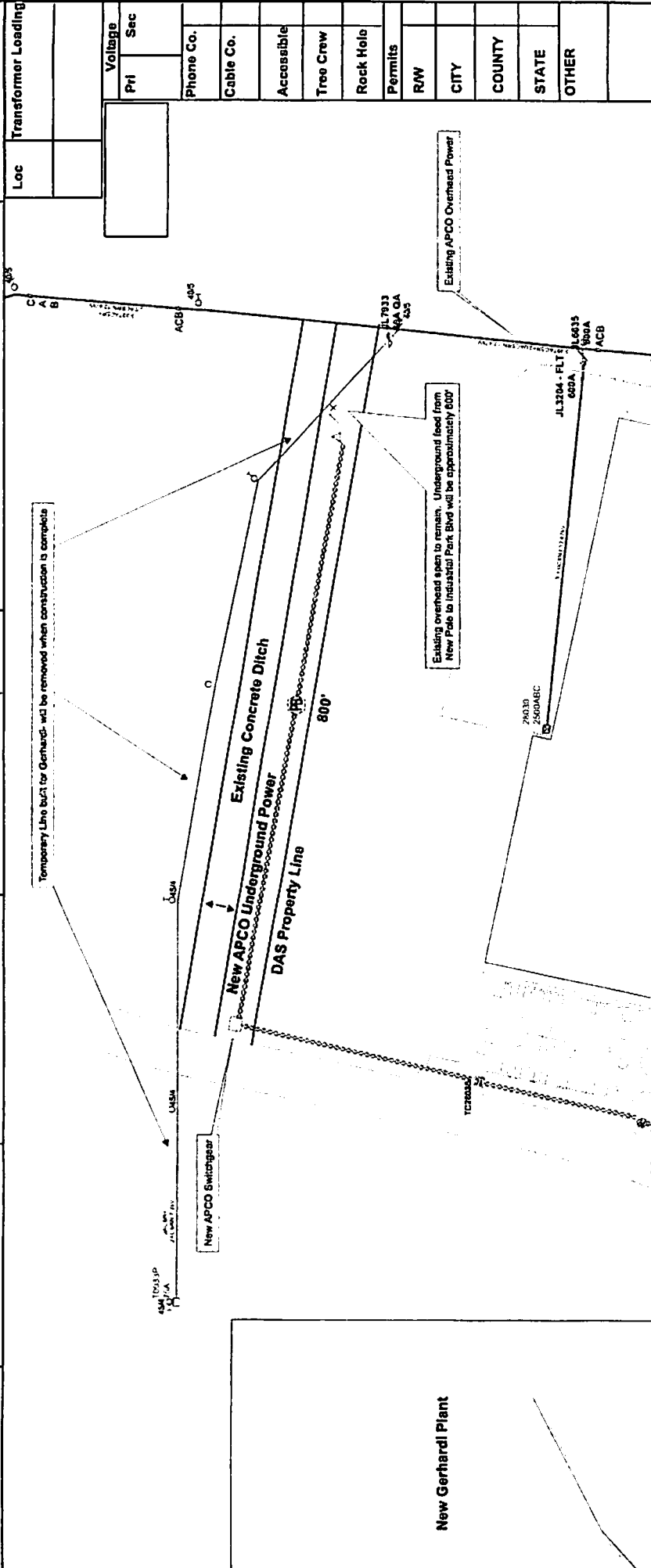
1 inch = 128 feet

Map Center Lat/Long:
32.380945 -86.107407

Map Center UTM:
1915879 11755265

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Customer Montgomery County	Location 840 Industrial Park Blvd	County Montgomery	Section 12	Township 16N	Range 19E	Estimate No.
Division	District	UserID bsundlin	Created: 5/1/2017	Substation	X- Y-	MISSALL#



Transformer Loading	Loc	Volage	Phi	Sec
Phone Co.	Cable Co.	Accessable	Tree Crew	Rock Hole
Permits	RW	CITY	COUNTY	STATE
OTHER				

---Property Line surveyed by Larry Speaks & Associates 4/2017---



Kiwanis Club of Montgomery **AGENDA**

P.O. Box 3304 • Montgomery, AL 36109-0304

(334) 272-6831 • FAX (334) 272-6835

anf@alnationalfair.org • www.alnationalfair.org

OCTOBER 27 - NOVEMBER 5, 2017

JUN -5 2017

Sponsored by the
Kiwanis Club of Montgomery

April 24, 2017



Alabama Agricultural Center
And Fairgrounds

Randall W. Stephenson
General Manager

Montgomery County Commission

Didi Henry

P.O. Box 1667

Montgomery AL 36102

OFFICERS

Keith B. Norman
President

Shawn Cole
First Vice President

Huey D. Thornton
Second Vice President

Todd Mote
Treasurer

Wells Robinson
Secretary

Daniel Stallings, III
Immediate Past President

The 2017 Alabama National Fair will be held October 27th – November 5th. In a previous email you indicated that Montgomery County Commission wished to have booth/vendor space in the Garrett Coliseum during the 2017 Fair. Enclosed you will find the 2017 Commercial Exhibit Agreement for your booth/vendor space. Please read carefully (due to new rules that apply) and sign where appropriate and return with your deposit by June 15th. Once received, you have secured your booth location. Your balance will be due by September 15th. Finally your General Liability Insurance Certificate (if not purchasing through the Fair) is due by October 1st. Currently we are in major planning mode and we look forward to a great Fair. If you have any questions please contact us at 334-272-6831 or email to anf@alnationalfair.org

DIRECTORS

Shawn Cole

Michael Dansby

David Evans

Edwin L. Faulkner

Seth Gowan

John E. Hutcheson

Sam Johnson

Douglas McElvy

Todd Mote

Keith B. Norman

David H. Payne

Stephanie Peavy

C. Crenshaw Pritchett, IV

Charles M. Reinehr

Donald J. Robinson

Wells Robinson

Daniel Stallings, III

Shelby L. Stringfellow

Huey D. Thornton

Deborah Webb

Thank you,

Alabama National Fair

COMMERCIAL EXHIBIT AGREEMENT
ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.
OCTOBER 27 – NOVEMBER 5, 2017
P.O. BOX 3304, MONTGOMERY, AL 36109-0304
PHONE (334) 272-6831 FAX (334) 272-6835
Contract due by June 15, 2017

Name of Exhibitor: Montgomery County Commission
Contact: Didi Henry
Mailing Address: P.O. Box 1667 Montgomery, AL 36102
Exhibit will be used for: Promote the Montgomery County Commission

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 27, 2017, and continuing through November 5, 2017; and Whereas, Montgomery County Commission, hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE # 8 & 9. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF \$600.00. A DEPOSIT OF 50% OF BOOTH SPACE TOTAL COST IN THE AMOUNT OF \$300.00 IS DUE WITH THE SIGNED AGREEMENT. A SIGNED AGREEMENT AND DEPOSIT MUST BE RECEIVED BY JUNE 15, 2017 IN ORDER TO RESERVE THE CONTRACTED EXHIBIT SPACE; OTHERWISE THE EXHIBIT SPACE WILL BE MADE AVAILABLE FOR LEASE TO OTHER EXHIBITORS. EXHIBITOR AGREES TO PAY THE BALANCE DUE IN THE AMOUNT OF \$300.00 NO LATER THAN SEPTEMBER 15, 2017. REMAINING PAYMENTS NOT RECOVERED BY SEPTEMBER 30, 2017 WILL RESULT IN FORFEITURE OF ANY PREVIOUS PAYMENTS RECEIVED BY THE FAIR FROM EXHIBITOR AND THE PREVIOUSLY ASSIGNED EXHIBIT SPACE WILL BE OFFERED FOR LEASE TO OTHER EXHIBITORS.

Exhibitor must provide a Certificate of Insurance with a combined single limit of \$1,000,000 in comprehensive general liability insurance (including products and completed operations, and vehicle liability) against claims for bodily injury, personal injury, death, and property damage. The Certificate of Insurance must name as additional insured, the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees. The Certificate of Insurance **MUST BE PROVIDED TO THE FAIR OFFICE BY OCTOBER 1, 2017**. Exhibitor must also supply a current certificate showing that the Exhibitor has in force Worker's Compensation Insurance in a form and amount consistent with applicable laws of the State of Alabama.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for \$88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ Yes, I intend to purchase liability insurance coverage and have enclosed an additional \$88.00 for payment of this coverage.

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

- (1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
- (2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

2 season passes and 22 one time admission tickets

The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that **no more than 2 individuals** may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 28th and October 29th. Additional concerts may be added to the Fair's schedule at a later date. **The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert.** All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.

3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.

(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.

(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

(6) All activities of any Exhibitor must be confined to the space purchased.

(7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.

(8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.

(9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.

(10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.

(11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued. **NOTE: DURING MAIN STAGE CONCERT DAYS, THERE WILL BE TIMES WHERE ARTIST WILL HAVE SOUND CHECK DURING THE DAY AND VENDOR SECTION WILL BE LOUD.**

(12) Exhibits must be in place and ready by 5 p.m. Thursday, October 26th. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 5th. Exhibits may also be removed on Monday, November 6th between 8 a.m. and 5 p.m. **NOTE: REMOVAL OF BOOTH SPACE PRIOR TO FAIR CLOSING ON THE LAST DAY, SUNDAY, NOVEMBER 5, 2017, WILL FORFEIT RENTAL FEES AND MAY BE CHARGED EARLY DEPARTURE FEE.**

(13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 26th, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.

(14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.

(15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.

(16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.

(17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.

(18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management.

(19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY. NOTE:**

5-3

TUESDAY, OCTOBER 31st AND WEDNESDAY, NOVEMBER 1st ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.

(20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.

(21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.

(22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.

(23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.

(24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.

(25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.

(26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.

(27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

SEE ATTACHED DISPUTE RESOLUTION

In Witness Whereof, this contract is executed on June 5, 2017

Montgomery County Commission

By: _____

Name: _____

Please Print Name

Phone: _____

Email: _____

By: _____

Alabama National Fair

Randy Stephenson – General Manager

FOR FAIR OFFICE USE ONLY

DATE CONTRACT MAILED: _____

DEPOSIT RECEIVED: _____

DATE CONTRACT RECEIVED: _____

INSURANCE RECEIVED: _____

FINAL PAYMENT RECEIVED: _____

5-4

DISPUTE RESOLUTION

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

INVOICE

Date: April 26, 2017

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

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Diane					2 Payments	June 15, 2017

[illegible]

Make all checks payable to Alabama National Fair

Thank you for your business!

Alabama National Fair: P.O. Box 3304, Montgomery, AL 36109
Phone (334) 272 - 6831 Fax (334) 272 - 6835
anf@nationalfair.org

INVOICE

May 22, 2017

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Proposed HRA Discount for Employee Contribution effective October 1, 2017

On May 15, 2017, I met with the Commission to recommend an employee contribution discount to the healthcare plans effective October 1, 2017. The amount of the discount is proposed to be \$20 per month for participating employees. To receive the discount, the employee must complete a Health Risk Assessment (HRA) and have a follow-up appointment with the physician to discuss the test results. This program is just for employees, not for dependents or retirees. The intent of this program is for the employee to review their specific lab results with the physician and determine how to better manage their health.

The HRA and follow-up appointment needs to be completed from January 1, 2017 - August 31, 2017 in order for you to receive the premium discount beginning October 1, 2017. Employees have the option of completing this requirement at CareHere, at no cost, or utilizing their own physician (through the County Health Plan). If the employee does not use CareHere, to be eligible for the Wellness Program discount, the attached form needs to be given to the employee's physician when he/she goes for your HRA (see attached HRA biometric screening form). After the follow-up appointment, the physician must complete the form and fax it, along with a copy of the blood work, to CareHere Health and Wellness Center at 334-240-2188 before August 31, 2017.

I am requesting the County Commission's approval of the recommendations outlined above.

HRA Biometric Screening Form

CareHere!

Participant Instructions:

Please ask your Primary Care Provider to complete this form fully.

- If you are completing a HRA follow-up appointment with a CareHere provider, this completed form AND a copy of the blood work results can be returned before completing your HRA follow-up appointment.
- If you are completing a HRA Follow-up appointment with a non-CareHere provider, this form and a copy of blood work should not be submitted until HRA follow-up appointment has been completed.
- In order to be eligible for the wellness program discount, please fax this completed form and copy of blood work to CareHere Health and Wellness Center at 334.240.2188 by August 31st, 2017.

Accepted Biometrics:

- Blood work results must include at least 21 of the 28 HRA labs (see listing below).
- All fields shown below with an asterisk (*) must be completed in order to be eligible for the incentive.
- All Biometric Measurements must be completed.

Provider Instructions:

Your patient is participating in the County of Montgomery Wellness Program that includes a Health Risk Questionnaire, biometric measurements and a blood draw. We appreciate your cooperation with our employee and our program.

Please print clearly in **CAPITAL LETTERS** and fill out each blank space area using an ink pen (*required)

PATIENT INFORMATION

*Patient's Last Name: _____ *Patient's First Name: _____ *Gender: _____

*Patient's Phone #: () - *Patient's DOB: / / *Date of HRA Follow-up: / /

BIOMETRICS - ALL ARE REQUIRED*

*Height: _____ feet _____ inches *Weight: _____ pounds

*Blood Pressure: _____ / _____ *Waist Circumference (at navel level): _____ inches

*Patient cleared for exercise? ☐ YES ☐ NO

*Blood Panel - MUST INCLUDE 21 of 28 labs (below) and Total Cholesterol and Fasting Blood Sugar. A copy of blood work must be included with this form in order to be eligible for the incentive.

- | | | | |
|---|--|--|---|
| ☐ *Total Cholesterol | ☐ Chloride (Cl) | ☐ Phosphorus, Serum | ☐ Lactate Dehydrogenase Enzyme |
| ☐ LDL Cholesterol | ☐ Carbon Dioxide (CO2) | ☐ Magnesium, Serum | ☐ Albumin, Serum |
| ☐ HDL Cholesterol | ☐ Blood Urea Nitrogen (BUN) | ☐ Aspartate Aminotransferase Enzyme | ☐ Protein, Total, Serum |
| ☐ T. Chol/HDL Ratio | ☐ Creatinine (Creat) | ☐ Alanine Aminotransferase Enzyme | ☐ Globulin, Total |
| ☐ Triglycerides | ☐ BUN/Creatinine Ratio | ☐ Gamma Glutamyl Transferase Enzyme | ☐ Prostate Specific Antigen, Serum |
| ☐ Sodium, Serum | ☐ *Glucose, Serum | ☐ Bilirubin, Total | ☐ Iron, Serum |
| ☐ Potassium, Serum | ☐ Calcium (Ca) | ☐ Alkaline Phosphatase, Serum | ☐ Uric Acid, Serum |

SIGNATURES

Provider's Name: (print) _____ Provider's Signature: _____

Office Phone: _____

PATIENT SIGNATURE REQUIRED FOR PROGRAM PARTICIPATION

By signing, I authorize the disclosure of my health screening results to CareHere, LLC.

All information released to CareHere will be protected in accordance with any applicable law.

Patient's name: (print) _____ Patient's Signature: _____

6-2

May 19, 2017

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Proposed Healthcare Contribution Changes effective October 1, 2017

On May 15, 2017, I met with the Commission to recommend contribution changes to our health plans. The proposed changes for the PPO plan and the HMP plan effective October 1, 2017 are as follows:

PPO Plan

Participant	Current Monthly Contributions	Monthly Contribution, effective 1/1/2016	Increase per Month
Individual Employee	\$72	\$84	\$12
Family Employee	\$268	\$286	\$18
Individual Retiree (under 65)	\$72	\$84	\$12
Family Retiree (under 65)	\$268	\$286	\$18
Individual Retiree (over 65)	\$48	\$48	\$0
Family Retiree (over 65)	\$104	\$104	\$0
Surviving Spouse (under 65)	\$340	\$350	\$10
Surviving Spouse (over 65)	\$220	\$230	\$10

HMP Plan

Participant	Current Monthly Contributions	Monthly Contribution, effective 1/1/2016	Increase per Month
Individual Employee	\$48	\$56	\$8
Family Employee	\$208	\$222	\$14
Individual Retiree (under 65)	\$48	\$56	\$8
Family Retiree (under 65)	\$208	\$222	\$14
Individual Retiree (over 65)	\$48	\$48	\$0
Family Retiree (over 65)	\$104	\$104	\$0
Surviving Spouse (under 65)	\$340	\$350	\$10
Surviving Spouse (over 65)	\$220	\$230	\$10

I am requesting the County Commission's approval of the recommendations outlined above.

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

AGENDA

JUN -5 2017

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution to Approve Construction and Financing of the Montgomery County
Department of Human Resources Project

The Montgomery County Commission, at its meeting on May 15, 2017, agreed to place on the next agenda a Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources (MCDHR) Project for Use by the Citizens of Montgomery and the MCDHR Staff.

I am requesting approval of this Resolution.

/tn

Attachment

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 4, inclusive, constitute a true, correct, and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on _____, 2017, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed, or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this ____ day of _____, 2017.

[S E A L]

County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), has found and ascertained and does hereby declare as follows:

(a) the Alabama Department of Human Resources would like to enter into an agreement with the Montgomery County Commission to construct a new building for the Montgomery County Department of Human Resources (the "MCDHR"); and

(b) a recent evaluation of the current building occupied by the MCDHR revealed serious problems with the entire exterior structure and roof of the building; the need to replace the HVAC system and the electrical and lighting systems; and the need for extensive renovations and repairs of the interior if MCDHR were to continue occupying the building; and

(c) it has been determined that it is not cost effective to renovate the current building; and

(d) MCDHR would like to partner with the County Commission to construct a new building on a portion of the existing property currently used for staff parking, with construction of the new facility to be financed by a local bond issue, the total amount of which shall include all costs related to the construction of the building, including architectural fees, financing fees, legal fees, etc. (the "DHR Project"); and

(e) the new building will be leased to MCDHR by the County or such other entity on the County's behalf (the "Lease Agreement"), on a long-term lease with lease payments in an amount sufficient to repay the bonds and with two five-year options to renew the lease after the debt is retired at a yearly rental rate of \$1.00 per square foot; and

(f) the Commission will select legal and financial professionals retained to work on the DHR Project, MCDHR will partner with the Commission to select the architect subject to the final approval of the MCDHR, and the DHR Project will be bid in compliance with all bid laws for the State of Alabama; and

(g) MCDHR will approve all architectural plans for the building and any change orders needed during construction and will also approve all payments made from the funds borrowed through the bonds; and

(h) the Commission reasonably expects to cause a public building authority or such other public entity acting on the Commission's behalf to issue warrants or bonds, in an amount not in excess of \$32,000,000 (the "Warrants") to provide funds for the above referenced purposes and hereby declares its official intent to reimburse prior expenditures relating to the above-referenced purposes with proceeds from the issuance of the Warrants pursuant to Treasury Regulation Section 1.150-2; and

(i) the Commission hereby acknowledges that the Warrants shall be limited obligation revenue warrants or bonds of the issuer, the payment of principal and interest on

which will not constitute a general obligation of the County, and will be paid solely by MCDHR pursuant to the Lease Agreement.

Section 2. Official Intent Declaration. This declaration is made solely for the purpose of establishing compliance with the requirements of Treasury Regulation Section 1.150-2 and does not bind the Commission to make any expenditure, incur any indebtedness, or proceed with the DHR Project.

Section 3. Reimbursement of Prior Expenditures. The Commission hereby acknowledges that certain costs related to the DHR Project are expected to be paid by the County prior to the issuance of the warrants (including costs heretofore incurred within sixty (60) days prior to the adoption of this resolution). To the extent that any such expenditures are or have been incurred and paid prior to the issuance of the Warrants, the Commission hereby states that it reasonably expects to cause the application of a portion of the proceeds of the Warrants to reimburse the Commission for the moneys expended for the initial payment of such expenditures for the DHR Project.

Section 4. Approval of Project. Commission hereby approves the construction and financing of the DHR Project for use by the citizens of Montgomery County and the MCDHR staff as described above.

Section 5. Approval of Warrant Parameters. The Commission hereby authorizes and approves the preparation of documents for the sale and issuance of the Warrants within the following parameters (the "Parameters"):

(a) The Warrants shall be issued as fixed rate warrants to be secured by such pledges of revenue that are deemed appropriate or necessary, may be issued in one or more series, on a taxable or tax-exempt basis in compliance with applicable provisions of the *Code of Alabama* (1975), as amended, and to the extent applicable the *Internal Revenue Code* of 1986, as amended;

(b) The Warrants shall be limited obligation warrants or bonds secured solely from the revenues of the Lease Agreement, and

(c) The aggregate principal amount of the Warrants shall not exceed \$32,000,000.

Section 6. Authorized Signatory to Sign and Execute Necessary Documents. The Commission hereby approves and authorizes the Chairman of the Commission, and such other officers of the Commission as necessary, to sign, execute and deliver (i) the warrant purchase agreement, as necessary, providing for the issuance and sale of the Warrants upon terms agreed between the parties within the Parameters set forth herein, (ii) the Lease Agreement with MCDHR providing for the payment of the debt service on the Warrants with such terms as are consistent with this resolution, and (iii) such other documents as necessary to provide for the sale of the Warrants pursuant to the Parameters set forth above.

Section 7. Effective Date. This resolution shall be effective immediately.

Commissioner _____ thereupon moved that said resolution be adopted, which motion was seconded by _____, and, upon the said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

The Chairman thereupon declared that said resolution had been duly adopted.

* * * *

Chairman of the
Montgomery County Commission

County Administrator of the
Montgomery County Commission



KAY IVEY
Governor

State of Alabama
Department of Human Resources

S. Gordon Persons Building
50 Ripley Street
P.O. Box 304000
Montgomery, Alabama 36130
334.242.1310
www.dhr.alabama.gov



NANCY T. BUCKNER
Commissioner

April 26, 2017

Commissioner Elton N. Dean, Sr.
Chairman, Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Re: Letter of Intent from the Alabama Department of Human Resources for the
Construction of a New Building for the Montgomery County DHR Offices

Dear Chairman Dean:

The Alabama Department of Human Resources would like to enter into an agreement with the Montgomery County Commission to construct a new building for the Montgomery County Department of Human Resources (MCDHR).

A recent evaluation of the current building occupied by the MCDHR revealed serious problems with the entire exterior structure and roof of the building. The 23 year old HVAC system and the electrical and lighting systems need to be replaced. The interior of the building would also need extensive renovations and repairs if DHR were to continue occupying the building. Due to these many issues, it was determined that it would not be cost effective to renovate the current building.

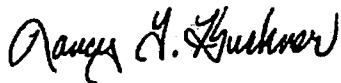
DHR would like to work with the County Commission to construct a new building on a portion of the existing property that is currently used for staff parking. The construction of the new facility will be financed by a local bond issue and leased to DHR on a long-term lease. The lease payments will be in an amount sufficient to repay the bonds. After the bond debt is retired, DHR will have two five-year options to renew the lease on the building at a yearly rental rate of \$1.00 per square foot. All other costs related to the construction of the facility such as architectural fees, financing fees, etc., will be added to the amount of the total bond issue.

DHR will approve the selection of the architect for the building, as well as the legal and financial professionals retained to work on the project. A contractor will be selected for the construction of the building through an invitation to bid. The Department has been working with the architectural firm of PH&J in the assessment of the current building, and in some preliminary space utilization discussions for a new building. We recommend that the County Commission retain PH&J to design the plans for the project. DHR will approve all architectural plans for the building and any change

orders needed during construction. DHR will also approve all payments made from the funds borrowed through the bonds.

We are excited about the opportunity to work with the County Commission to design and construct a new DHR building for use by the citizens of Montgomery County and the MCDHR staff. If you have any questions about the project, please contact Joel Marsh, DHR Deputy Commissioner for Administrative Services, at 334-242-1160 or by email at Joel.Marsh@DHR.Alabama.gov.

Sincerely,



Nancy T. Buckner
Commissioner

NTB/jcm

Tammy Nix

From: Clinton D. Graves <cgraves@gilpingivhan.com>
Sent: Thursday, May 11, 2017 3:07 PM
To: Donald Mims
Cc: Tammy Nix; Bonnie Hinson; Florence Cauthen
Subject: DHR resolution
Attachments: Resolution re DHR Project_redline v3 to v2 (01007633x9D9C7).docx; Resolution re DHR Project (01006504-3x9D9C7).doc

Donnie and Florence,

Pursuant to our conversation, attached is a revised resolution incorporating your comments with respect to MCDHR selecting the architect. I have also included a redline for your convenience. Please let me know if you have any additional questions or comments.

I will plan to attend the Commission meeting on Monday to answer any questions with respect to the resolution.

Thanks,

Clint

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com



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From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Thursday, May 11, 2017 11:30 AM
To: Clinton D. Graves <cgraves@gilpingivhan.com>
Cc: Tammy Nix <TammyNix@mc-ala.org>; Robert E.L. Gilpin <rgilpin@gilpingivhan.com>; Bonnie Hinson

AGENDA

JUN - 5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 8, 2017

RE: Invitation to Bid No. 51901-16B-024
Montgomery County Parks Grounds Maintenance

Request the attached Amendment No. 1 to be considered for approval on a future agenda.

This will allow for the contract with Sharpcut Lawn Service to be extended for one (1) year, beginning August 1, 2017 and ending on July 31, 2018.

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

This contract extension has been coordinated with James Williams, Superintendent of Parks & Recreation.

Attachment

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

**Amendment
To
Contract # 51901-16B-024**

Amendment No. 1

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for one (1) year, beginning July 31, 2017 and ending August 1, 2018.

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

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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

JUN - 5 2017

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- NC-2017-98: City of Montgomery, to be used by BONDS to Support the Halcyon South Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1800; (Harris- \$900, and Singleton- \$900)
- NC-2017-99: City of Montgomery, to be used by BONDS to Support the Bellwood East Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1200; (Harris)
- NC-2017-100: Alabama State University, for College of Arts and Social Sciences, Department of Social Work, Department Head Discretionary Funds - \$1,500; (Sankey)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

- **BOE-2017-15: Rescind Appropriation to BOE, Highland Elementary School, for Students to Attend 4H Camp, - \$2,100; (Sankey)
- BOE-2017-22: BOE, Jefferson Davis High School, for Principal's Discretionary Fund- \$1100; (Harris)

DLM/sw

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 47

AGENDA

JUN -5 2017

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 5/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery County Extension Service	001-58200.498	0	800	800
Donation Revenue	001-40000.47701	(396,764)	(800)	(397,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 396,764)	\$ 0	(\$ 396,764)

JUSTIFICATION: To budget for appropriations to the Montgomery County Extension Service 4-H Air Rifle Program Team.

AGENDA

Request Number: 48

Elected Official/Dept. Head
Date

Finance Director	Date
------------------	------

Briefing Memo

✓

Administrator
Date

[illegible]

AGENDA

Request Number: 49

Elected Official/Dept. Head	Date
-----------------------------	------

Finance Director	Date
------------------	------

Briefing Memo

✓

Administrator
Date

[illegible]

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

JUN -5 2017

DEPARTMENT: Community Corrections REQUESTED BY: Paul H. Brown 5/30/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/31/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	124-52960.115	7,040	2,142	9,182
Salaries	124-52960.110	534,918	(2,142)	532,776
Office Supplies	124-52960.211	11,925	(1,975)	9,950
Other Miscellaneous Supplies	124-52960.234	0	1,300	1,300
Drugs & Medical Supplies	124-52960.206	24,025	675	24,700
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 577,908	\$ 0	\$ 577,908

JUSTIFICATION: Realign budget categories to cover expense. Extra Help needed to offset loss of full time employee for 5+ months for Reserve Military Enlistment and Training - Request savings in Salaries to be used for cost for Extra Help.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 6

AGENDA

JUN - 5 2017

DEPARTMENT: Engineering D3 REQUESTED BY: George Speake 5/23/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/23/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint. Const Equipment	111-53400.232	83,500	10,000	93,500
Road Const & Main Supplies	111-53400.213	103,170	(10,000)	93,170
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 186,670	\$ 0	\$ 186,670

JUSTIFICATION: To realign the budget to cover Repair & Maint. of Construction Equipment.

JUN -5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Correction Officer Corporal
 Position Number 500425135 (replacement of Dareetha Fleeton)
 Pay Grade PC2 Pay Range 33,747-50,423
 Proposed Effective Date June 19, 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 30, 2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/30/2017
 Employee Benefit Manager

Sherrill Thomas Date 5/30/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUN -5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419116 (Replacement of Anthony Humphrey)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date May 22, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 10, 2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/11/2017
 Employee Benefit Manager

Sherrill Thomas Date 5/15/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUN - 5 2017

POSITION FILL REQUEST - BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419142 (Replacement of Jaret Robinson)
Pay Grade PCT Pay Range \$30,096
Proposed Effective Date June 12, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 19, 2017
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017
Employee Benefit Manager

Sherrill Thomas Date 5/23/2017
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JUN -5 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419212 (Replacement of Deboro Riley)

Pay Grade PCT Pay Range \$30,096

Proposed Effective Date June 5, 2017

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 11, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/11/2017

Employee Benefit Manager

Sherrill Thomas Date 05/15/2017

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUN -5 2017

DEPARTMENT: Finance
 DEPARTMENT HEAD: Sherrill Thomas
 SUPERVISOR: Sherrill Thomas

POSITION INFORMATION:

Position Title College Intern
 Position Number 210075001
 Pay Grade N/A Pay Range \$7.6509/hr
 Proposed Effective Date June 6, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Finance Department has an accounting intern available for the Summer semester selected through the Personnel department College Intern Program. The student will work approximately 12 hours per week for 8 weeks.

Sherrill Thomas
 Department Head Date 04/26/2017

FINANCIAL IMPACT:

The estimated cost of the intern position is \$1,000. I have the funds in my budget to cover the cost.

Sherrill Thomas
 Finance Director Date 5/4/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator Date

17-1

12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

JUN -5 2017

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430158 (replacement of Thomas Krzeminski)
 Pay Grade PS1-4 Pay Range 38,236
 Proposed Effective Date June 12, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 5/19/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017
 Employee Benefit Manager

Sherrill Thomas Date 5/23/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JUN -5 2017

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430123 (replacement of Robin Winborne)
 Pay Grade PS1-4 Pay Range 38,236
 Proposed Effective Date June 12, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 5/22/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017
 Employee Benefit Manager

Sherrill Thomas Date 5/24/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 36

AGENDA

JUN - 5 2017

Date: 5/31/2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Prattville, Alabama (Marriott Legends)
Departure Date: June 21, 2017 Return Date: June 22, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA CGEI Finance & Revenue Class

Traveler (s) Name: 1. Florence Cauthen 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$259.24 Advance Registration Required: \$175.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$175 Mileage \$34.24 Meals \$50

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

The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$259.24 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$20,710.73</u>
Budget Available:	<u>\$1,789.27</u>
Current Requests:	<u>\$259.24</u>
Budget Balance:	<u>\$1,530.03</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/31/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 37

AGENDA

JUN -5 2017

Date: 5/31/2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 15, 2017 Return Date: August 18, 2017
Conference Leave (Days / Hours): 3 1/2- Days
Purpose of Travel: 2017 GFOAA Board Meeting and Summer Conference & Training Program
Qualifies for CPE credits

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,058.86 Advance Registration Required: \$250.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$250.00 Hotel- \$447.00 Meals- \$150.00 Mileage- \$211.86

Recently Administrator Mims was elected to the the GFOAA Board of Directors

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

The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,058.86 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$20,710.73</u>
Budget Available:	<u>\$1,789.27</u>
Current Requests:	<u>\$1,318.10</u>
Budget Balance:	<u>\$471.17</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/1/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JUN -5 2017

Date: May 18, 2017
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 31, 2017 Return Date: August 31, 2017
Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Continuing Education Course- Audits of State and Local Governments:
Qualifies toward 40 hours required annually for CPA license

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$220.00 Advance Registration Required: \$220.00
Department Name: Finance Fund Name: General
Additional Comments: _____

To: Sherrill Thomas, Finance Director
From: Donald L. Mims, Administrator
The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$220.00 and advance registration of \$220.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$400.00</u>
Budget Available:	<u>\$2,600.00</u>
Current Requests:	<u>\$220.00</u>
Budget Balance:	<u>\$2,380.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/18/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 1

AGENDA

JUN -5 2017

Date: June 1, 2017
To: Donald L. Mims, Administrator
From: Myrtle R. Singleton
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: June 21, 2017 Return Date: June 22, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: 2017 ACCA CGEI Finance and Revenue Class

Traveler (s) Name: 1. Myrtle R. Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$259.24 Advance Registration Required: \$175.00

Department Name: Support Services Fund Name: General

Additional Comments: Registration \$175.00 Mileage \$34.24 Meals \$50

To: Myrtle R. Singleton
From: Donald L. Mims, Administrator

The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$259.24 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51901.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$298.00</u>
Budget Available:	<u>\$1,702.00</u>
Current Requests:	<u>\$259.24</u>
Budget Balance:	<u>\$1,442.76</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/1/2017
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 23

AGENDA

JUN -5 2017

Date: May 5, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: July 20, 2017 Return Date: May 17, 2018
Conference Leave (Days / Hours): _____
Purpose of Travel: Leadership Montgomery Legacy Class

Traveler (s) Name: 1. J'Varra McCall Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$1,875.00 Advance Registration Required: \$0.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: FYI: Class will meet once per month from July 20, 2017-May 17, 2018
TOTAL EST. COST: \$1875.00

To: Clay Henley
From: Donald L. Mims, Administrator
The above request is app. 5/15/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,875.00 and advance registration of _____ is authorized.

To be completed by the Finance Department	
Fund Code:	<u>120-51958.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$14,373.12</u>
Budget Available:	<u>\$15,626.88</u>
Current Requests:	<u>\$1,875.00</u>
Budget Balance:	<u>\$13,751.88</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/8/17
cc: Finance Director / Buyer

19-5