

MACON COUNTY COMMISSION  
ORGANIZATIONAL MEETING  
WEDNESDAY, NOVEMBER 14, 2018  
10:00 A.M.

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A G E N D A

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I. CALL TO ORDER

- Invocation
- Pledge of Allegiance
- Acknowledgement

II. ROLL CALL to ESTABLISH QUORUM

HONORABLE MILES D. ROBINSON, DISTRICT ONE  
HONORABLE EDWARD HUFFMAN, DISTRICT TWO  
HONORABLE ANDREW D. THOMPSON JR, DISTRICT THREE  
HONORABLE ROBERT M. BERRY, DISTRICT FOUR

III. ADOPTION OF AGENDA

IV. RESOLUTION

- Macon County Commission  
Open Meeting Rules of Procedure

V. SCHEDULED PUBLIC HEARING (S)

VI. PUBLIC COMMENTS FROM CITIZENS  
(Limited to 3-minutes, no more than two speakers on the same subject)

VII. PUBLIC COMMENTS FROM OTHER ELECTED OFFICIALS

VIII. AWARDS & PRESENTATION(S)

- M C Racing Commission
- Employees of the Month (Proclamation)
  - o Annie M. Watts, MCC Central Office

IX. CONSENT AGENDA

- ADOPTION OF MINUTES
  - October 09, & 22, 2018
- PAYMENT OF BILLS/INVOICES
  - October 2018
  - Overtime- Oct & Nov 2018

X. NEW BUSINESS

- PERSONNEL ACTION (S)
  - MC Sheriff – Deputy – (2 replc)
  - MC Jail – Jailors- (2replc) reg & P.T.
  - Dispatch – (1 replc) – N. Jackson
  - Update Emergency Dispatch workers
  - MC Public Transportation (4 drivers)
  - MC Road & Bridge
    - Advertise to hire
    - Hire to Regular status – L. Nettles
    - Completed Probation – W Buchanna
- AVENU Contract Business License Renewal (RDS)

XI. OLD BUSINESS

- BOARD APPOINTMENT(S)
  - M.C. HCA
  - At-Large
- RESOLUTION(S)
  - Rural Transportation
  - Match
- PERSONNEL ACTION
  - Transportation Coordinator (Transfer)
- HUMANE SOCIETY

X. REPORTS FROM CHAIRMAN & STAFF

- CHAIRMAN
- FINANCE DIRECTOR
- COUNTY ENGINEER
- COUNTY ATTORNEY
- COMPLIANCE OFFICER
- EMA DIRECTOR
- RSVP DIRECTOR
- COMMUNITY CORRECTION DIRECTOR

XI. DISCUSSION ITEM(S) BY COMMISSIONERS

(Discussion Items May Only Be Acted upon by Affirmative Vote of All Commissioners in Attendance.)

RECESS/ADJOURNMENT

Meeting: Continuation Meeting  
Date: October 22, 2018  
Time: 10:00 am  
Location: Annex

**Meeting Called to Order:**

- The Honorable Louis Maxwell, Chariman

**Offering of Prayer:**

- The Honorable Edward Huffman, Commissioner District #2

**Present Commissioners:**

- The Honorable Miles D. Robinson, Commissioner District #1
- The Honorable Edward Huffman, Commissioner District #2
- The Honorable Robert Berry, Commissioner District #4

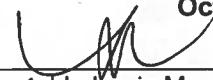
**Staff:**

- Susan B. Thomas, Finance Director
- Gertrude S. Benjamin, Personnel Director/Treasurer
- Erika Collins, Administrative Assistant

**Topics of Discussion:**

1. Commissioner Huffman moved to adopt the agenda as printed. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion**.
2. Commissioner Berry moved to authorize the **Resolution #102218** for rural transportation service. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion**.
3. Commissioner Berry moved to authorize the **Resolution #2019-1** for local match funds for rural transportation service. The motion was seconded by Commissioner Huffman, and the motion carried by **unanimous vote in favor of the motion**.
4. Commissioner Robinson moved to authorize advertisement to hire Coordinator in-house for the two weeks for the rural transportation service. The motion was seconded by Commissioner Huffman, and the motion carried by **unanimous vote in favor of the motion**.
5. Commissioner Robinson moved to authorize to hire temporary drivers (PT) for the rural transportation service. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion**.
6. Commissioner Berry moved to authorize the Chairman to execute the Memorandum of Understanding (MOU) between the Humane Society/Animal Shelter. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion**.
7. Commissioner Berry moved to authorize the Resolution for (ACCA) Workers' Compensation Self-Insurers Fund for a 2021 Longevity Bonus. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion**.
8. Commissioner Berry moved to approve the Avenu Contract (ALATAX) renewal for gas tax with the admended changes of gas and diesel fuel tax. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion**.
9. Commissioner Robinson moved to adjourn at 11:36am.

MACON COUNTY COMMISSION  
Continuation Meeting  
October 22, 2018

  
Honorable Louis Maxwell, Chairman

  
Honorable Miles Robinson, Dist. #1

  
Honorable Edward Huffman, Dist. #2

  
Honorable Andrew Thompson, Dist. #3

  
Honorable Robert M. Berry, Dist. #4

ATTEST:

  
Erika Collins, Administrative Assistant

Meeting: Regular Meeting  
Date: October 9, 2018  
Time: 6:00 pm  
Location: Annex

**Meeting Called to Order:**

- The Honorable Louis Maxwell, Chariman

**Offering of Prayer:**

- Minister Janice Stewart

**Present Commissioners:**

- The Honorable Miles D. Robinson, Commissioner District #1
- The Honorable Edward Huffman, Commissioner District #2
- The Honorable Robert Berry, Commissioner District #4

**Staff:**

- Susan B. Thomas, Finance Director
- Gertrude S. Benjamin, Personnel Director/Treasurer
- Erika Collins, Administrative Assistant
- Attorney Bridgett Gray

**Public Hearing: To Discuss the Transfer of the Rural Transportation from Macon-Russell Community Action to the Macon County Commission (5:16pm-6:03pm)**

**Topics of Discussion:**

1. Commissioner Berry moved to adopt the agenda as printed. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion.**
2. Commissioner Huffman moved to adopt a Proclamation honoring the Employee of the Month Susan Thomas, Macon County Commission for October 2018. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion.**
3. Commissioner Thompson moved to adopt the minutes for 09/10/2018 & 09/27/2018 with any necessary corrections if there be any. The motion was seconded by Commissioner Huffman, and the motion carried by **unanimous vote in favor of the motion.**
4. Commissioner Berry moved to approve all budget overtime. The motion was seconded by Commissioner Huffman, and the motion carried by **unanimous vote in favor of the motion.**
5. Commissioner Berry moved to authorize the proposal for utility easement upon approval by the Attorney. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion.**

**NOTE: Report: Finance Director's, (Copy of Report on File)**

6. Commissioner Berry moved to accept the Finance Director's written report. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion.**

**NOTE: Report: Engineer's, (Copy of Report on File)**

7. Commissioner Huffman moved to accept the Engineer's written report. The motion was seconded by Commissioner Thompson, the motion carried by **unanimous vote in favor of the motion.**

**NOTE: Report: Compliance's, (Copy of Report on File)**

8. Commissioner Berry moved to accept the Compliance's written report. The motion was seconded by Commissioner Robinson, the motion carried by **unanimous vote in favor of the motion.**

**NOTE: Report: RSVP Director's, (Copy of Report on File)**

9. Commissioner Berry moved to accept the RSVP Director's written report. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion.**

**NOTE: Report: Community Correction's, (Copy of Report on File)**

10. Commissioner Robinson moved to accept the Community Correction's written report. The motion was seconded by Commissioner Thompson, the motion carried by **unanimous vote in favor of the motion.**

**Note:**

- Chairman Maxwell mentioned this will be the last Regular Meeting for Commissioner Berry & Huffman before the November 6th General Election.
- Next Regular Meeting has to be held seven (7) days after the November 6<sup>th</sup> Election. The following date will be November 14, 2018 @ 10:00am with NO WORKSESSION.


11. Commissioner Robinson moved to recess @ 8:15pm until Monday, October 22, 2018 @ 10:00am for Continuation Meeting. The motion was seconded by Commissioner Huffman, the motion carried by **unanimous vote in favor of the motion.**

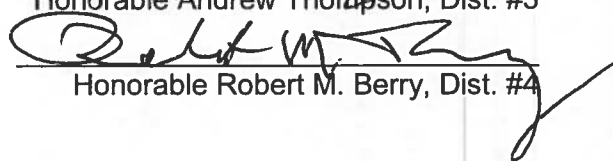
**MACON COUNTY COMMISSION  
Regular Meeting  
October 09, 2018**

  
\_\_\_\_\_  
Honorable Louis Maxwell, Chairman

  
\_\_\_\_\_  
Honorable Miles Robinson, Dist. #1

  
\_\_\_\_\_  
Honorable Edward Huffman, Dist. #2

  
\_\_\_\_\_  
Honorable Andrew Thompson, Dist. #3

  
\_\_\_\_\_  
Honorable Robert M. Berry, Dist. #4

ATTEST:

  
\_\_\_\_\_  
Erika Collins, Administrative Assistant

PROCLAMATION

In Recognition of  
***Susan B. Thomas***  
*"Employee of the Month"*  
October 2018

**WHEREAS**, Macon County Commission is the governing body which here and hereafter represents the citizens of its domain of the County of Macon and State of Alabama; and

**WHEREAS**, it is the duty and privilege of the Macon County Commission to serve the residents of Macon County, to recognize special events pertaining to the residents of the county and contributions of its citizens; and

**WHEREAS**, the employees of the Macon County Commission nominated from among their peers a co-worker whom they feel is worthy of the designation *Employee of the Month*; and

**WHEREAS**, ***SUSAN B. THOMAS***, County Administrator provides leadership with a sense of passion and enthusiasm by being a trail blazer, who has a vested interest in making sure that the citizens in Macon County are being afforded services that are second to none, her collaborative leadership style cultivates a clear customer services focus that centers on every citizens; and

**WHEREAS**, ***SUSAN B. THOMAS***, *Employee of the Month* recipient will be honored during the month of *October 2018* by her peers; and

**WHEREAS**, ***SUSAN B. THOMAS***, relentless giving of herself to, County Government, and to the Macon County Community is worthy of recognition, congratulations and expressions of gratitude and appreciation; and

**WHEREAS**, it is with a sense of great pride that the Macon County Commission joins the Macon County employees and the Macon County Community in celebrating this accomplishments and public service contributions of ***SUSAN B. THOMAS***, *Employee of the Month*.

**NOW, THEREFORE**, I, Louis Maxwell, Chairman along with the honorable Commissioners and all the citizens of Macon County hereby formally acknowledge

***"SUSAN B. THOMAS"***  
***"Employee of the Month"***

in recognition and appreciation for her dedicated services to humanity and to the citizens of Macon County.

**IN FURTHER RECOGNITION THEREFORE**, I, Louis Maxwell, Chairman, and on behalf of the Macon County Commission, do hereby proclaim the month of *October, 2018* as

***"EMPLOYEE OF THE MONTH APPRECIATION RECOGNITION"***

in Macon County, Alabama, and encourage all Macon Countians to come forward and join in paying tribute to this individual.

In Witness Whereof, I Have Hereunto Set My Hand and Caused the Great Seal of Macon County to Be Affixed Thereto, on this the ***1<sup>ST</sup>*** Day of ***OCTOBER 2018***.

  
\_\_\_\_\_  
Louis Maxwell, Chairman

ATTEST:   
\_\_\_\_\_  
Erika Collins, Administrative Assistant

## Finance Director's Report

October 9, 2018

- I am currently posting the Bank Reconciliations for August, 2018, afterwards the Month-End-Close-Out will follow.
- I finished the Auditee Response for FY ending September 30, 2018. (Copies have been put in your individual boxes.)
- **Revenues are still extremely slow.**
- **Finances are more crucial now than ever, it's harder to meet net payroll and all of the fringe benefits due. Examples: Federal Taxes, Retirement and Health Insurance.**
- Business Licenses collected from October, 2012 through September, 2013 totaled **\$185,230.12** and **\$145,756.07** was collected from October, 2013 through September 30, 2014 for Business Licenses.  
Business Licenses collected from October, 2014 through September 2015 totaled **\$167,455.27**.  
Revenues collected for Business Licenses from October, 2015 through September, 2016 totaled **\$128,998.09**.  
Revenues collected from Business Licenses were \$64,787.35 for October, 2016 thru September, 2017 which totaled **\$157,928.02**.  
Revenues collect for Business Licenses for October, 2017 was \$62,134.40; \$40,671.23 for November, 2017; \$10,970.45 for December, 2017; \$3,588.95 for January, 2018; \$13,282.35 for February, 2018; \$8,145.68 for March, 2018; \$ 34,426.20 for April, 2018; \$48,705.91 for May, 2018; \$5,843.56 for June, 2018 and \$3026.51 for July, 2018 which totaled **\$199,795.24**.
- The 2012 Gas Tax Bond had a Cash balance of **\$24,365.72** at August 31, 2018.
- **Gasoline taxes collected from RDS** were \$2,693.13 for November, 2015; \$2,896.63 for December, 2015; \$6,163.94 for January, 2016; \$7,449.61 for February, 2016; \$17,595.50 for March, 2016; \$8,035.71 for April, 2016; \$7,940.36 for May, 2016; \$7,862.98 for June,

2016; \$7,571.21 for July, 2016; \$7,498.87 for August, 2016; and \$7,933.30 for September, 2016; \$7,805.20 for October, 2016; \$6,760.68 for November, 2016; \$38,778.47 for December, 2016; \$22,045.92 in January, 2017; \$15,544.74 for February, 2017; \$27,792.19 for March, 2017; \$7,952.18 for April, 2017; \$32,119.41 for May, 2017; \$31,270.93 for June, 2017; \$23,084.19 for July, 2017; \$24,580.12 for August, 2017; \$24,527.06 for September, 2017; \$23,468.53 for October, 2017; \$24,825.32 for November, 2017; \$19,153.30 for December, 2017; \$26,291.32 for January, 2018; \$19,391.78 for February, 2018; \$23,179.76 for March, 2018; \$24,373.10 for April, 2018; \$22,828.48 for May, 2018; 1,986.61 for June, 2018; \$22,215.55 for July, 2018 and \$21,253.14 for September, 2018 which totaled **\$594,869.22**. A check for **\$228,255.00** has was paid to Midsouth Paving, Inc. for work done on Co. Roads 40 & 30. On July 16, 2018, a check was done for **\$222,015.00** to East Alabama Paving Company, Inc. for Resurfacing County Roads 24B and 33. This leaves a balance of **\$144,599.22**.

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**JONATHAN DAVIS  
DIRECTOR  
COMMUNITY CORRECTIONS  
101 East Rosa Parks Avenue**

**Tuskegee, AL 36083**

**(334) 724-2574**

**(334) 421-2829**

**[CommunityCorrections2@gmail.com](mailto:CommunityCorrections2@gmail.com)**

**Governing Body of Macon County**

Louis Maxwell, Chairman

Miles D. Robinson,

District 1 Commissioner

Edward Huffman,

District 2 Commissioner

Andrew D. Thompson, Jr.,

District 3 Commissioner

Robert M. Berry,

District 4 Commissioner

To: Louis Maxwell; Chairman, Macon County Commission and Commissioners

From: Jonathan Davis; Director, Macon County Community Corrections

Re: Monthly Report, September 2018

October 9, 2018

For the month of September the Macon County Community Corrections Program has increased by 6 clients bringing the current total of its clients to 26. There are 8 pending applicants for whom paperwork is being processed and over 15 potential applicants who need to be assessed. The maximum caseload allocated by the Alabama Department of Corrections (ADOC) to the Macon County Community Corrections Program (MCCCP) is 35 clients which will be fulfilled by the end of the calendar year.

During the month we successfully referred 2 individuals to Substance Abuse Rehabilitation Centers and an additional 6 clients for Mental Health treatment. One client during the month of September completed their sentence and has now brought the total number of clients completing the program to 3. We also have a new office assistant, Ms. Santana Jackson, taking the place of Ms. Chloe Tramell, who will continue to improve upon the efficiency and productivity in which the program operates.

As it is our mission to rehabilitate and reduce recidivism, analysis using experience-based assessment tools and practices will be continuously utilized to assess, implement and update the caseloads of all clients referred.

Jonathan Davis  
Director  
Community Corrections

# MACON COUNTY COMPLIANCE OFFICE

## MONTHLY REPORT for October 2018

**Business License:** Ongoing visits to local businesses door to door in the city and county on a daily basis about noncompliance for mandatory business license for Macon County 2018.

### **SOLID WASTE:**

#### **3<sup>rd</sup> Saturday pickup**

The 3<sup>rd</sup> Saturday pickup for the month of **October 20, 2018**

- District #3 Shop – Hwy. 80 West
- District #4 Shop on Lori Lane – Notasulga, Alabama

**Animal Control:** The calls and complaints are still coming in on a daily basis.

**Mobile Home permit:** Ongoing visits to residents who are living in mobile homes and have failed to obtain and/or correctly display a manufactured home decal.

**Are there any questions?**

**Brian Ware**

**Compliance Officer**



**Report of Mary L. Harris  
Director, Macon County Retired and Senior Volunteer Program  
Macon County Commission Meeting  
October 9, 2018**

RSVP is excited to announce that its three-year grant (2018 – 2021) has been awarded. We are in the process of meeting with the RSVP Advisory Council so that we may hear the community's voice and how we may better impact Macon County.

October is Breast Cancer Awareness Month. If you have not been checked for breast cancer, the RSVP staff encourages everyone to **GET CHECKED!**

RSVP staff continues to prepare for its Annual Recognition Program in December. We will provide further details next month.

We will be collaborating with more organizations and we need your experience, knowledge and time. Like Uncle Sam, we want YOU!

Senior volunteers must be age 55 years old and older. We are still recruiting volunteers for the Chisholm Community Center, Central Alabama Veterans Health Care Systems (Tuskegee Campus), and the Tuskegee History Center, to name a few. For more information, you may contact the RSVP Office at (334) 724-2606 or come by the office at the Courthouse Annex, 210 North Elm Street, Tuskegee, AL. You may be semi-retired or retired to volunteer on this program.

RSVP staff thanks you for your continued support!

Respectfully submitted,

*Mary L. Harris*

MARY L. HARRIS

**Macon County Commission**

**AUTHORIZING RESOLUTION**

**Resolution No. 102218**

**WHEREAS**, the director of the Alabama Department of Transportation is authorized to make grants for a public transportation program;

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program;

**WHEREAS**, it is required by the U. S. Department of Transportation in accordance with the provisions of the Title VI of the applicant give an assurance that will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements there under; and

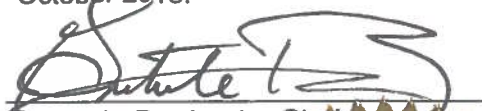
**WHEREAS**, it is the goal of the applicant that disadvantaged business enterprise by use to the established and administered to ensure that disadvantaged business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW, THEREFORE, BE IT RESOLVED BY Macon County Commission:**

1. That **Chairman** is authorized to execute and file (an) application(s) on behalf of **Macon County Commission** with the Alabama Department of Transportation to aid in the financing of capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disable Transit Fare Assistance Program.
2. The **Chairman** is authorized to execute and file with such applications and assurance or any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That **Chairman** is authorized to furnish such additional information as the Alabama Department of Transportation may require in connection with the application for the program of projects submitted to FTA.
4. That **Chairman** is authorized to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.
5. That **Chairman** is authorized to execute grant agreement on behalf of Macon County Commission/Macon County Rural Public Transportation Program with the Alabama Department of Transportation for aid in the financing of operating and capital assistance projects.

**CERTIFICATION**

The undersigning duly qualified and Chairman of the Macon County Commission, certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting. Done this 9<sup>th</sup> Day of October 2018.

  
Gertrude Benjamin, Clerk

  
Louis Maxwell, Chairman

SEAL



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## Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2019-1

### "SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the **Macon County Commission** recognizes the need for a public transportation program; and


WHEREAS, the **Macon County Commission** is recognized as a member of the Macon County Transportation Steering Committee; and

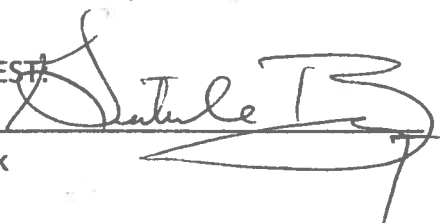
WHEREAS, the **Macon County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 50% for operating expenses and 20% for administration, planning, and capital expenses; and

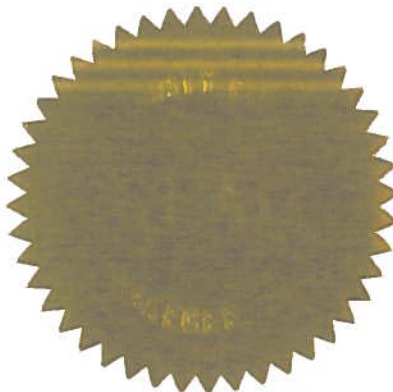
WHEREAS, the **Macon County Commission** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the **Macon County Commission** hereby commits the amount of **\$120,832.00** as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2019.

Passed and adopted this the 14 day of Nov, 20 18.

  
\_\_\_\_\_  
Louis Maxwell, Chairman  
Macon County Commission

ATTEST:   
\_\_\_\_\_  
Clerk



**Macon County Commission**  
**Macon County Rural Public Transportation Program**  
**PUBLIC HEARING**

Macon County Commission is applying to the Alabama Department of Transportation for an administrative, operating and capital assistance grant under 49 USC Section 5311 of the Federal Transit Laws as codified. The operating grant will provide financial assistance for public transportation services for the citizens of Macon County. The proposed services will operate Monday through Friday from 8:00 a.m. – 5:00 p.m. All passengers must schedule appointments at least 24 hours in advance between the hours of 8 a.m. and 2 p.m. Local, round-trip fare starts at \$5.00 and out of county round-trip fare is \$25.00.

The application includes the Job Access and Reverse Commute Program (JARC) grant which supports the development and maintenance of services designed to transport eligible low-income individuals to and from jobs and activities related to their employment, free of charge.

A public hearing will be held on Tuesday, October 9, 2018 at 5:00 p.m. in the Macon County Commission Chambers located at 205-B North Main Street Tuskegee, Alabama 36083 for public comments and questions. Transportation to the hearing will be provided free of charge to any residents interested in attending. To schedule transportation to the event please call 334.724.2555.

If you require special assistance, please feel free to contact **Chairman Louis Maxwell** at 334-339-1832 or 334-724-2555.

*Macon County Rural Public Transportation Program does not discriminate against any individual on the basis of race, color, or national origin.*

# **PUBLIC HEARING AGENDA**

Good morning,

Thank you for attending our public hearing for our 5311 Grant for FY2019.

Please hold all questions until the end of the agenda.

We are going to start with our mission statement.

- **MISSION STATEMENT:** To provide safe, efficient and courteous transportation service to all county-wide area residents, without regard to any physical disabilities, race, gender, or age.
- **MACON COUNTY RURAL PUBLIC TRANSPORTATION PROGRAM** is applying to the Alabama Department of Transportation for an administrative operating and capital assistance grant under 49 USC Section 5311 of the Federal transit laws as codified. The operating grant will provide financial assistance for public transportation services for the residents of Macon County during the fiscal year 2019.

At this time, we will start the agenda you currently have before you. If you have any questions, please wait until each bulletin has been completed.

## **SUBJECTS OF NOTIFICATION**

- **HOW APPOINTMENTS WORK:** Please call between the hours of 8:00 a.m. – 5:00 p.m., Monday- Friday. A telephone answering service is available Saturday and Sunday. Calls made during this time would not be eligible for pick up on a Monday due to the schedule for Monday has already been produced the Friday before, if your appointment was not confirmed verbally with dispatcher, then you will not be added to the schedule. All rides must be scheduled 24 hours in advance. There are NO EXCEPTIONS to this rule. Rides can only be scheduled by speaking with the dispatcher directly. Passengers cannot set appointments with drivers or other office personnel.
- **CANCELING RIDES:** Please try and give us as much notice as possible if you do not need transportation. We are requesting at least two (2) hours before scheduled pick up time. Multiple cancelations at the time of pick up can result in suspension of service for the passenger up to one week for each cancelation after the 3rd time.
- **RESPECT:** Everyone please treat each other with the same respect that you would require.
- **DENIAL OF SERVICE:** There are times when service can be denied due to certain situations. For example, there are times when there are not enough drivers, or buses are in the shop. The only other reasons that service can be denied is, suspension of service, which will result in written documentation, or due to contact being made after scheduling hours, which is Monday through Friday, 8:00 a.m. to 2:00 p.m.
- **PAYMENT ARRANGEMENTS:** Currently we DO NOT offer payment arrangements. Payment for services has to be made at the time of service or at the end of service.
- **NEW GRANT OPPORTUNITY:** The Job Access/Reverse Commute (JARC) Program supports the development and maintenance of services designed to transport eligible low-income individuals to and from jobs and activities related to their employment. The Reverse Commute component supports transportation to suburban employment opportunities for any economic group. This is basically stating that the new opportunity we can provide are not limited to:
  1. Weekend service
  2. Guaranteed ride home service
  3. Rides for your children to and from school and activities.

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## **ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA WORKERS' COMPENSATION SELF-INSURERS FUND**

**TO:** Contact Persons, ACCA Workers' Compensation Self-Insurers Fund (WCSIF) Members

**FROM:** Sonny Brasfield, ACCA, Executive Director

**DATE:** August 29, 2018

**RE:** WCSIF Trustees Approve County Members' Refund and One-Time Longevity Bonus

Each year at this time the Board of Trustees of the ACCA Workers' Compensation Self-Insurers Fund evaluates the overall financial condition of the program and considers a refund of investment earnings to each participant. This year, the trustees have approved a refund of \$1 million, which will be distributed following the payment of premium-contributions. We congratulate you and the other Fund members for another outstanding year.

In addition, the trustees also approved a one-time program that provides eligible county Fund members with the ability to receive an additional refund equal to 15 percent of this year's estimated premium-contribution. This one-time program is further evidence of the Fund's financial strength and commitment to providing the most cost-effective service to Alabama counties.

To be eligible for what we are calling the 2021 Longevity Bonus, a county commission must elect to continue its participation in the Fund through at least Sept. 30, 2021. Today all counties participate in the workers' compensation program through a one-year contract that automatically renews unless cancelled by the county within time frames set-out by the contract. The 2021 Longevity Bonus program will not void or repeal this contract, but will only be a commitment not to exercise your ability to withdraw for at least the next three years.

By agreeing to be a participant for at least the next three years, counties are expressing their long-term commitment to the program and, in exchange, the trustees are providing a return of a portion of this year's estimated premium-contribution as evidence of their commitment to provide further improvements in the next three years. Again, we congratulate you on the part you have played in making this exciting program possible.

We have enclosed a draft resolution for your consideration. Counties adopting and returning the resolution to us prior to Nov. 1, 2018 will be eligible for the one-time distribution. The payments will be made following the remittance of premium-contributions by all county Fund members. We anticipate that this will be early in 2019.

Please note that our mailing address has changed, so please send your signed resolution to: ACCA WCSIF, 104 N. Jackson Street, Montgomery, AL 36104.

We hope you will consider being a part of the 2021 Longevity Bonus program and, as always, if you have any questions, please contact Henry van Arcken or Marcia Collier at 334-263-7594.



## **RESOLUTION**

WHEREAS, MACON County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund, Inc. ("the Fund") on Oct. 1, 2018; and

WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of MACON County and its officials and employees; and

WHEREAS, the Fund is providing a 2021 Longevity Bonus to those county participants who remain active members of the Fund through at least Sept. 30, 2021; and

WHEREAS, MACON County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2021, at which time the provisions of the existing contract between MACON County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the MACON County Commission that it renews its participation in the Fund through Sept. 30, 2021, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the MACON County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2021 that it agrees to return the 2021 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 14 day of NOVEMBER 2018.



County Commission Chairperson

## Tax Revenue Enhancement Agreement Gas, Propane & Jet Fuel Tax Revenue Administration

This agreement made as of the 30 October 2018 by and between AVENU Insights & Analytics, LLC and Macon County, an Alabama County (COUNTY).

### A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Gas, Propane & Jet Fuel taxes as designated by COUNTY.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Macon County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: COUNTY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the COUNTY, then the COUNTY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by COUNTY.
6. Notification, Reporting to COUNTY:
  - i. AVENU will provide COUNTY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to COUNTY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
  - ii. COUNTY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE COUNTY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
  - iii. All items credited will be subject to receipt of payment; and
  - iv. AVENU will attend Commission meetings at such times as may be reasonably requested by COUNTY.

## B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Gas, Propane & Jet Fuel and other taxes designated by COUNTY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by COUNTY, AVENU will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist COUNTY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to COUNTY in the same manner as provided for pursuant to *Section A*, above.

## C. General Provisions

1. **Information Provided:** COUNTY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. COUNTY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in COUNTY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at [www.revds.com](http://www.revds.com).
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
  - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
  - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, COUNTY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
  - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.
    1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the COUNTY for its portion of travel expenses.

COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
  - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
  - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
    - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
    - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to AVENU'S fee, the COUNTY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
10. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, COUNTY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Gas, Propane & Jet Fuel and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the COUNTY and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
15. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
16. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to AVENU be deemed included within the Work Product.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
18. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence Sept 1, 2018 with collection of Sept taxes to be remitted on or before Sept 20, 2018.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

DocuSigned by:  
By: Kennon Walthall  
269431E14BC3472...

Title: SVP,

Macon County

By: [Signature]

Title: Chairman

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 10/25/2018 (crg)

**EXHIBIT A**

**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

October 25, 2018

Susan Thomas  
Macon County  
101 East Northside Street  
Tuskegee, AL 36083

Dear Ms. Thomas:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Macon County Gasoline	083000108	Xxxxxx4635	50.00%	Gas; all rates
Macon County Economic Dev	065002108	Xxx2126	50.00%	Gas; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Gas	Standard Rate # Gallons	2.00%
Gas	Propane	
Gas	Jet Fuel	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

AVENU Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham AL 35209  
ATT: Kennon Walthall, SVP

**COMPENSATION**

**Compliance Services:** AVENU will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

**Audit Services:** AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,  
Connie Taylor  
Client Relations Manager  
AVENU  
205-423-4144 direct dial  
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: Susan B. Thomas  
Name: County Administrator  
Title: \_\_\_\_\_

DocuSigned by:  
Kennon Walthall  
268431E718C3472  
Kennon Walthall  
SVP, (AVENU)