

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 17, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:09 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding a Project Authorization to Environmental Materials Consultants, Inc., for airborne mold testing & duct observations at the Intake Offices of the Montgomery County Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell briefed the Commission regarding a Project Authorization to Environmental Materials Consultants, Inc., for an asbestos survey at the Montgomery County Youth Facility, EMC Proposal Number MA-14-112. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Bid Award for Inmate Food Service, Bid No. 52200-14B-003, Detention Facility, and noted that the prices decreased from last years' contract. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell explained to the Commission that Amendment to Contract #1 with Schneider Electric under the mechanical scope of work states that the customer is responsible for providing storage and containers for salvage materials to be disposed of by customer. Mr. Howell recommended that the Commission give Schneider Electric the salvage rights on their part of the contract. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell requested that the Montgomery County Commission authorize the Chairman to sign a Memorandum of Understanding (MOU) with the Alabama Department of Youth Services (DYS) for the distribution of the construction money that is being held by DYS. He explained that the MOU is needed to satisfy the State Building Commission's request for a clearly written document describing the flow of DYS money to the Montgomery County Commission. After discussion, the Commission agreed to place this item on the next Thursday Memo as a waived rules item.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND PRESIDENT MIKE RUTLAND AND SENIOR VICE PRESIDENT TIM HOLMES WITH JMR+H ARCHITECTURE, PC

Probate Judge Steven L. Reed thanked the Commission for all of their support and stated that they are ahead of schedule regarding the new probate office on the 3rd Floor of Annex III. President Mike Rutland and Senior Vice President Tim Holmes with JMR+H Architecture, PC, presented the plans, costs and timeline for this renovation. (Copy of Presentation, Page 29-1 through 29-6, are attached to these minutes)

Judge Reed briefed the Commission regarding ongoing projects for a restroom and remodeling upgrades to the West Probate Office. He stated that he would provide the Commission with a time line at their next meeting. (Copy of Presentation Page 30-1 through 30-3, are attached to these minutes)

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND DIRECTOR OF ELECTIONS DANIEL BAXTER

Director of Elections Daniel Baxter welcomed Commissioner Walker to the Commission. He thanked the Commission for authorizing the Voter Education and Outreach Specialist position and stated that Marjorie Smith has been hired. Mr. Baxter played a video of the two new commercials that are currently running on local television stations, concerning the new Voter ID requirements.

Vice Chairman Harris commented that this will take a lot of anxiety out of the citizens and added that they have done a good job at getting the word out.

PRESENTATION BY CIRCUIT CLERK TIFFANY MCCORD AND GRIFFIN HARRIS WITH PH&J ARCHITECTS

Circuit Clerk Tiffany McCord requested that glass counters be installed in the Clerk's office for security purposes. She also requested a restroom for her personal office. After discussion, the Commission agreed to place these items on the next Thursday Memo for further discussion. The Commissioners expressed a desire to visit her office and see the counters and restroom location.

PRESENTATION BY BROKER AGENT MIKE DUNN WITH MERCHANT CAPITAL, LLC,
AND NEILL WRIGHT WITH FIRST TUSKEGEE BANK

Broker Agent Mike Dunn with Merchant Capital, LLC updated the Commission regarding the refunding bond issue. Mr. Dunn stated that the interest rates are good right now and it would be a good time to look at refinancing which could result in approximately \$900,000 in cash at closing. He also informed the Commission that the County's bond rating is "AA" by S & P and "AA1" by Moody's.

Administrator Mims said that Mr. Dunn had commented to him on the excellent job done by Finance Director Sherrill Thomas and stated if it were not for her, the County would not have this good of a bond rating. Mr. Dunn stated that the County has a good group of managers.

Administrator Mims asked County Attorney Means for a copy of the Public Building Authority Resolution which authorized the original refunding in 2012.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE AND ASSISTANT
COUNTY ENGINEER JAMES KELLEY

County Engineer George C. Speake advised the Commission that resurfacing work on Hickory Grove Road should be finished sometime this week.

Also, he requested that the Commission waive rules to approve the Preliminary Engineering agreement for resurfacing Vaughn Road from Taylor Road to Chantilly Boulevard. The Commission agreed with this request.

After the Formal Session, there was a lengthy discussion with the Commission, County Attorney Gallion, Principal Architect David Reed with Goodwyn, Mills & Cawood (GMC), and Executive Director Greg Clark and Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission (CARPDC) concerning the drainage problems in Lagos Del Sol subdivision. In conclusion, it was decided that the County Engineering Department would repair the damaged pipe and sinkhole on Sanchez Drive. GMC and CARPDC are to pursue obtaining a federal grant for completely reworking the entire drainage system in this subdivision to meet County standards.

Mr. Speake informed the Commission that they are still waiting on the Agreement with the City regarding the cleanup of discarded tires located on right-of-ways.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU
IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission the sales tax software system Request for Proposal (RFP) was sent out on March 7, 2014 as scheduled.

Mr. Ialacci informed the Commission that employee Rose Pyron is retiring and that her job description is one of the ones that were identified in the recent reclassification project to be

eliminated. He said the vacant position will have to be evaluated by Personnel to establish a new job description. It is anticipated that the new job description will be at a lower pay grade. This is part of the plan to cover the cost of some of the other positions that had an increase in the pay grade.

Mr. Ialacci informed the Commission that one vendor has made a presentation regarding a time and attendance software program. He noted that he is in the early stages of researching this type of program for the County.

Mr. Ialacci informed the Commission that Charter TV is going to all digital April 1, 2014, and he requested a copy of the County's Franchise Agreement with Charter. He explained that there will be a \$12 charge -\$7 for a digital box that will be required and \$5 for each connection with the first connection at designated buildings for free per the old franchise agreement. This information has been distributed to the Elected Officials and Department Heads.

Mr. Ialacci reminded the Commission that the County does not have an active 3-1-1 system. He stated that the City of Montgomery is moving forward with their 3-1-1 system. He noted that this system is very helpful for non-emergency calls during emergency situations, like bad weather. He requested that the County look into setting up a 3-1-1 system and mentioned that the Mayor stated he would be willing to work with the County to share the City's system and related costs. He will continue to try to work something out that works best for the County. Mr. Ialacci stated that he would like to encourage the County to sign an Agreement with the City to share in their system.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY, EXECUTIVE DIRECTOR
STEVE SEARCY WITH ONE PLACE FAMILY JUSTICE CENTER AND DEPUTY
DISTRICT ATTORNEYS SETH GOWAN AND CARRIE GRAY

District Attorney Daryl Bailey requested that the Commission adopt a Resolution supporting the District Attorney's Office policy requiring Human Immunodeficiency Virus (HIV) testing of defendants charged with sexual assault crimes within 48 hours of indictment. After discussion, the Commission agreed to waive rules and add this item to the agenda.

District Attorney Bailey briefed the Commission regarding a Position Fill Request for Secretary (Pre-Trial Diversion), Position Number 428055002. After discussion, the Commission agreed to waive rules and add this item to the agenda.

District Attorney Bailey briefed the Commission regarding a Position Fill Request for Child Support Director, Position Number 410002002. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an email from A-Keep President Meesoon Han requesting a \$15,000 appropriation for the program. After discussion, the Commission agreed to waive rules and add to the agenda a Budget Change Request for \$5,000 to A-KEEP and a Budget Change Request for \$2,500 to the Chamber of Commerce for the Two Lines Photographic Event.

Administrator Mims presented Budget Change Request Number 4 from the Engineering Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer by Parks and Recreation Superintendent James Williams at the request of Commissioner Williams.

The Pledge of Allegiance was led by Chairman Dean.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Walker, and Williams. Also present were County Attorney Tyrone C. Means, and County Engineer George C. Speake.

Vice Chairman Harris made a motion to approve the Minutes of the Regular Meeting of March 10, 2014. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Commissioner Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

PRESENTATION OF RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION RECOGNIZING AND CONGRATULATING DISTRICT ATTORNEY ELLEN BROOKS UPON HER RETIREMENT

The Administrator presented the following Resolution:

RESOLUTION

Whereas, Ms. Ellen Brooks, a native of Montgomery, Alabama, graduated from the Montgomery Academy and was recognized as a National Merit Finalist in 1969; and

Whereas, Ms. Brooks graduated from Vanderbilt University with a Bachelor of Arts Degree in 1973, and the University of Alabama School of Law, where she was awarded the J.D. Degree in 1976; and

Whereas, she began her career in prosecution in 1977, and after completing her clerkship at the Supreme Court of Alabama, she became a Deputy District Attorney in the Montgomery County District Attorney's Office. There she was appointed as Director of the White Collar Crime Unit in 1981, and was appointed Chief Deputy District Attorney in 1983. From 1991-1992, Ms. Brooks served as Deputy Attorney General for the State of Alabama; and

Whereas, in 1993, Ms. Brooks was elected as District Attorney, Fifteenth Judicial Circuit of Alabama, and successfully served in that position until her retirement on February 25, 2014; and

Whereas, during her years in office, Ms. Brooks was the voice for Alabama's victims, providing them the protection and services they needed; and

Whereas, Ms. Brooks implemented the Violence Against Women Prosecution Unit of the Montgomery County District Attorney's Office which was formed in the fall of 1999, in an effort to reduce violence occurring in Montgomery homes, to make victims safer, and to hold criminals accountable for their behavior; and

Whereas, in 2007, Ms. Brooks established a partnership with Montgomery Public Schools to create the Helping Montgomery Families Initiative. This innovative program has provided intervention and prevention services to Montgomery Public Schools' students and families since February 2008; and

Whereas, Ms. Brooks also founded the One Place Family Justice Center, which opened its doors in October 2010, to provide confidential assistance to victims of domestic violence and their families, by co-locating services under one roof. To date the Center has served over 3,000 victims and their families; and

Whereas, Ms. Brooks was selected as District Attorney of the Year in 1999 by the Alabama District Attorneys and Investigators Association and is the past President of the Alabama District Attorneys Association. She is revered throughout Montgomery County and the State of Alabama for her professional involvement and her positive contributions as an active leader in the community and her church. Her many awards and honors are evidence of the admiration felt by so many in Alabama towards this amazing lady; and

Whereas, for over thirty three years, she has served the citizens of Montgomery with compassion and vigilance, through her counsel, her integrity, and through her loyalty,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby congratulate Ms. Ellen Brooks upon her retirement as Montgomery County District Attorney and wish her much success and happiness as she begins this new chapter of her life.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 17th day of March 2014.

End of Resolution

County Administrator Mims stated that the Resolution will be presented at District Attorney Ellen Brooks' retirement. Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

NEW BUSINESS

RESTORATION ADVISORY BOARD – APPROVED APPOINTMENT OF COMMISSIONER RONDA M. WALKER AS A MEMBER OF THE RESTORATION ADVISORY BOARD, DUE TO THE RESIGNATION OF MR. DIMITRI POLIZOS

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Appointment to Restoration Advisory Board (RAB)

In November 2006, Mr. Dimitri Polizos was appointed by the Commission as a member of the Restoration Advisory Board. In November 2013, Mr. Polizos resigned from the Montgomery County Commission.

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place on the next agenda the appointment of Commissioner Ronda M. Walker as a member of the Restoration Advisory Board.

I am requesting approval of this appointment.

End of Memorandum

Commissioner Ingram made a motion to approve the appointment of Ronda M. Walker. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

ROLLING HILLS/LAKES VOLUNTEER FIRE DEPARTMENT – APPROVED BOARD MEMBER APPOINTMENTS

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Board Member Appointments to Rolling Hills/Lakes Volunteer Fire Department

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place the appointment of board members to the Rolling Hills/Lakes Volunteer Fire Department on the next agenda.

I am requesting approval of these appointments.

Attachments

End of Memorandum

Commissioner Ingram made a motion to approve the appointments of Philip Burwell, Selma Patterson, Lomack Bean, Alfonso Patterson, Dr. Jan Wercinski, and Steve Diermayer with terms expiring February 22, 2016 and Autry Talley with a term expiring February 28, 2015. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Board Members' Appointment Pages, Agenda Pages 2-2 through 2-5, are attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED RENEWAL OF SOFTWARE MAINTENANCE AGREEMENT WITH NEW WORLD SYSTEMS CORPORATION REGARDING FINANCIAL SOFTWARE

The Administrator presented the following memorandum from Finance Director Sherrill Thomas:

MEMORANDUM

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Date: 3/4/2014

Re: Renewal of New World Financial Software Maintenance Agreement

The term of our current maintenance agreement with New World Systems expires on May 1, 2014. The initial agreement was for five years beginning in 2009 when the software was purchased. The attached proposed renewal agreement is for a term of five years ending April 30, 2019 and includes a 3% price increase for each of the first 2 years and a 5% increase for each of the final 3 years. The proposed renewal agreement includes the same provisions as the original agreement with the exception of adding an additional application package that was purchased since the original agreement.

I request that this proposed renewal agreement be presented to the County Commission for approval.

Thank you for your consideration and assistance with this matter.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 3-2 through 3-5, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO CONTRACT
WITH PICTOMETRY INTERNATIONAL CORPORATION, FOR PICTOMETRY
CONNECT INTERNET APPLICATION

The Administrator presented the following memorandum from GIS Coordinator R. Todd Grant:

March 10, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner
Clay Henley, Chief Appraiser

FROM: R. Todd Grant, GIS Coordinator

SUBJECT: Amendment 2: Pictometry Connect

The purpose of this memorandum is to request approval for an amendment to the original Pictometry Contract between the Montgomery County Commission and Pictometry International Corporation. This amendment will allow for a change in subscription from self hosting to Pictometry Connect. The amount required to fund this amendment is \$3,000 with a 25% discount to \$2,250 for this year. Pictometry Connect is an internet application that hosts Montgomery County's oblique and ortho imagery as well as numerous GIS layers. It will replace our self-hosting component that was a part of the original contract. This is a one year agreement that we may opt to renew annually after the one year term has expired.

This is the second amendment to the original contract between the Montgomery County Commission and Pictometry International Corporation dated 1/23/2012. The first amendment to the original contract was dated 5/29/2012.

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Amendment Number 2, Agenda Page 4-2, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION, FOR PICTOMETRY CONNECT VIEW WEB COMPONENT

The Administrator presented the following memorandum from GIS Coordinator R. Todd Grant:

March 10, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner
Clay Henley, Chief Appraiser

FROM: R. Todd Grant, GIS Coordinator

SUBJECT: Amendment 3: Pictometry Connect View

The purpose of this memorandum is to request approval for an amendment to the original Pictometry Contract between the Montgomery County Commission and Pictometry International Corporation. This amendment will allow for the purchase of Pictometry Connect View. The amount required for this amendment is \$500.00. Pictometry Connect View is a web component that uses JavaScript to integrate oblique Pictometry images with Montgomery County's public facing Internet Spatial Viewer (ISV). This item is a one year agreement that we may opt to renew annually after the one year term has expired.

This is the third amendment to the original contract between the Montgomery County Commission and Pictometry International Corporation dated 1/23/2012. The first amendment to the original contract was dated 5/29/2012 and the second amendment is being proposed concurrent with this proposed amendment.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment Number 3, Agenda Page 5-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 6 TO CONTRACT WITH HAYNES AMBULANCE OF ALABAMA, INC., FOR EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION SERVICES FOR MONTGOMERY COUNTY, CONTRACT NUMBER 52110-10C-018

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Amendment Number 6 to Contract with Haynes Ambulance of Alabama, Inc.

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place on the next agenda, Amendment Number 6 to the Contract with Haynes Ambulance of Alabama, Inc., for emergency medical treatment and transportation services for Montgomery County, Contract Number 52110-10C-018.

I am requesting approval of this Amendment.

Attachment

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment Number 6, Agenda Page 6-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT TO THE CITY OF MONTGOMERY
FOR CAPITAL CITY PLUME TESTING NOT TO EXCEED \$40,000

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator
SUBJECT: Downtown Capital City Plume Testing

Last year, CH2M Hill was hired by the City of Montgomery to facilitate a public-private partnership to address the Downtown Capital City Plume. This partnership named the Downtown Environmental Alliance has had several meetings to determine and outline the action plan to address the plume.

As a result of the contaminants being at such low concentrations and no risk to human health, the goal of the Downtown Environmental Alliance has been to work towards getting this issue transferred from the Environmental Protection Agency (EPA) to the Alabama Department of Environmental Management (ADEM).

Over the last several years, many data sources of testing have been combined to pinpoint the location of the plume. The Downtown Environmental Alliance realized some additional testing needed to be completed by CH2M Hill to pinpoint the scope of future remediation efforts. The projected cost of this additional testing from CH2M Hill is estimated not to exceed \$100,000.

Mayor Strange has requested for the City and County to share this cost at a 60/40 split.

I request approval of payment to the City of Montgomery for Capital City plume testing not to exceed \$40,000.

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

DETENTION FACILITY – APPROVED BID AWARD FOR KITCHEN SUPPLIES, BID
NO. 52200-14B-001

The Administrator presented the following memorandum from Buyer Khristie Davis:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Khristie Davis, Buyer

DATE: March 11, 2014

SUBJECT: Invitation to Bid-52200-14B-001
Kitchen Supplies for the Detention Facility

Request approval of the aforementioned Invitation to Bid to the lowest responsible bidder using the 3% local vendor preference *Code of Alabama Section 41-16-50(a)*, to Hawk, Inc. in the amount of \$10,487.90, be placed on the March 17, 2014, County Commission agenda (copy of spreadsheet and Code of Alabama Section 41-16-50(a) attached)

Coordination of award made with Colonel Wanda Robinson, Director of Detention Facility and Myrtle Singleton, Account Manager of Detention Facility. (see attached)

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Section 41-16-50, and Spreadsheet, Agenda Pages 8-2 through 8-13, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED REQUEST FOR PROPOSAL NUMBER 2 FROM ALEXANDER SEALCOATING AND STRIPING, INC., REGARDING SIDEWALK/HANDICAPPED RAMP AT THE SIDE ENTRANCE TO THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES BUILDING

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Request for Proposal Number 2 from Alexander Sealcoating and Striping, Inc.

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place on the next agenda Request for Proposal Number 2 from Alexander Sealcoating and Striping, Inc., regarding replacement of an existing damaged portion of sidewalk/handicapped ramp at the side entrance to the Montgomery County Department of Human Resources Building.

I am requesting approval of this item.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copies of Letter, Statement, Quote, and Pictures, Agenda Pages 9-2 through 9-6, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED IRREGULAR STEP INCREASE FOR CONFIDENTIAL SECRETARY FROM PAY GRADE A06 STEP 07 TO PAY GRADE A06 STEP 09

The Administrator presented the following letter from District Attorney Daryl D. Bailey:

March 4, 2014

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Confidential Secretary Irregular Step Increase

Dear Chairman Dean:

I respectfully request your consideration and approval for a step increase for Confidential Secretary Anna Turner from A06-07 to A06-09.

This request comes as a result of my recently being appointed Montgomery County District Attorney. Anna was my Legal Support Assistant prior to the appointment and I selected her to be my Confidential Secretary. Due to the nature of my work, great demands are placed on the Confidential Secretary and Anna is very qualified to handle these additional responsibilities.

The additional funding required for the current budget year for this increase is approximately \$1,500 including taxes and benefits.

Your favorable consideration in this matter would be appreciated.

Sincerely,

/s/ Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

End of Letter

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Administrative Pay Plan, Agenda Page 10-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR OFFICE RUNNER, POSITION NUMBER 408080024

The Administrator presented the following letter from District Attorney Daryl D. Bailey:

March 4, 2014

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Position Fill Request

Dear Chairman Dean:

I am requesting approval to fill an open position in the District Attorney's Office.

An opening has been created because of the resignation of our Office Runner. Among other things, this person is responsible for receiving, collecting and delivering documents to staff members and to individuals and agencies outside of the District Attorney's Office. My staff is not centrally located but is housed in six different buildings which makes this position critical in the daily operations of the office especially with the time sensitivity of items we process.

This position is funded in the current budget and although it is not a highly paid position, it is extremely important to our office.

Thank you for your favorable consideration in this matter.

Sincerely,

/s/ Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

End of Letter

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 11-2, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AUTHORIZATION OF FOUR (4) NEW POSITIONS AND RELATED POSITION FILL REQUESTS – APPRAISER II, POSITION NUMBER 850196004, APPRAISER II, POSITION NUMBER 850196005, APPRAISER II, POSITION NUMBER 850196006, AND MAPPING TECHNICIAN, POSITION NUMBER TO BE DETERMINED

The Administrator presented the following memoranda from Chief Appraiser Clay Henley:

March 10, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize a new position and the related position fill request for Appraiser II in the Personal Property Section of the Appraisal Department. We recently reorganized the job classifications for the Appraisal Department and are currently in the process of hiring for the vacant positions that we already have. In previous County Commission Meetings, Janet Buskey has mentioned the need for field staff in Personal Property in order to perform the “discovery” process of finding businesses that we may not have on the tax roll or that are not reporting properly. Our goal is to fill this position with an experienced Personal Property Appraiser that will bring new ideas and enthusiasm for the position to our office. We currently have 8,117 Personal Property Accounts on file. Other counties of our size have a much larger count, usually in the range of 10,000 to 12,000 accounts. I feel that the addition of this position will enhance our effort to ensure that we have all active businesses on file and that they are reporting properly.

End of Memorandum

March 10, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize two new positions and the related position fill requests for Appraiser II in the Appraisal Department. We recently reorganized the job classifications for the Appraisal Department and are currently in the process of hiring for the vacant positions that we already have. The State of Alabama's Property Tax Plan for Equalization (adv-1) suggests that all counties have one appraiser for every 9,500 parcels. We currently have 100,823 parcels in Montgomery County with five field appraisers on staff. As we have reorganized, the Department of Revenue placed some of their field employees here to assist us while we are short staffed. Once we are fully staffed, those employees will spend less time in our County, but will still come to assist us on occasion. We will be filling one of our vacant appraiser positions in the coming days and, with the addition of these two positions, will be close to the recommended staffing level on a per parcel basis. This will give our appraisers more time to focus on a smaller number of parcels, which will help us reach our goal of ensuring that each parcel is appraised at its fair and equitable market value.

End of Memorandum

March 10, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize a new position and the related position fill request for Mapping Technician in the Appraisal Department. This position was previously titled Tax and Map Compiler II and was vacated due to a promotion. The job title was changed to Mapping Technician as a result of our department reorganization.

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 12-2, 12-4, 12-5, and 12-7, are attached to these Minutes.)

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following two items, and the Commission concurred. Commissioner Williams made a motion to approve the two agenda items. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff Corporal, Position Number 020
- (2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 13-2 and 13-3, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (5)

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Sergeant, Position Number 126
- (2) Corrections Officer Corporal, Position Number 168
- (3) Corrections Officer Corporal, Position Number To Be Determined
- (4) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined
- (5) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 14-2 through 14-6, are attached to these Minutes.)

End of Omnibus Vote

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR CUSTODIAL
MAINTENANCE MANAGER, POSITION NUMBER 260731031

The Administrator presented the following memorandum:

March 13, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Custodial Maintenance Manager

The Montgomery County Commission, at its meeting on March 10, 2014, agreed to place a Position Fill Request for Custodial Maintenance Manager, Position Number 260731031 on the next agenda for the Support Services Department.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR CLERK TYPIST II,
POSITION NUMBER 900012009

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: March 12, 2014

Re: Clerk-Typist II Fill Request

We have a vacancy for a Clerk-Typist II position in our Intake Division. This division is a 24/7 operation so it is necessary that this position be filled as quickly as possible. I am requesting that this be considered on the formal agenda of the March 17th Commission Meeting.

Thank you for your consideration.

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

The Administrator recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Tax & Audit Department	Request Numbers 8, 9, and 10
2. Sheriff's Office	Request Number 16
3. Appraisal Department	Request Number 7

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-5, are attached to these Minutes.)

WAIVED RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 4

The Administrator requested approval of Budget Change Request Number 4, Engineering Department.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROJECT AUTHORIZATION TO ENVIRONMENTAL MATERIALS CONSULTANTS, INC., REGARDING AIRBORNE MOLD TESTING & DUCT OBSERVATIONS AT THE INTAKE OFFICES OF THE MONTGOMERY COUNTY YOUTH FACILITY

The Administrator requested approval of Project Authorization to Environmental Materials Consultants, Inc., regarding airborne mold testing & duct observations at the Intake Offices of the Montgomery County Youth Facility.

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies Project Authorization Form and Email, Agenda Pages 19-1 through 19-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROJECT AUTHORIZATION TO ENVIRONMENTAL MATERIALS CONSULTANTS, INC., REGARDING ASBESTOS SURVEY AT THE MONTGOMERY COUNTY YOUTH FACILITY, EMC PROPOSAL NUMBER MA-14-112

The Administrator requested approval of Project Authorization to Environmental Materials Consultants, Inc., regarding asbestos survey at the Montgomery County Youth Facility, EMC Proposal Number MA-14-112.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies Letter, Proposal Acceptance Sheet, and Email, Agenda Pages 20-1 through 20-5, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD FOR INMATE FOOD SERVICE, BID NO. 52200-14B-003

The Administrator presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: March 13, 2014

SUBJECT: Invitation to Bid No. 52200-14B-003,
Inmate Food Service

Request that rules be waived and approval of award on the above referenced bid, to the low bid of A'Viands Food & Services Management, based on the total price of the first year and the second year, be placed on the agenda for the County Commission meeting on March 17, 2014. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall, Sheriff's Office.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copy of Bid Results, Agenda Page 21-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR SECRETARY (PRE-TRIAL DIVERSION), POSITION NUMBER 428055002

The Administrator presented the following memorandum from Administrative Assistant to the District Attorney Rhonda B. Cape:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape

DATE: March 11, 2014

SUBJECT: Position Fill Request

As discussed at the March 10, 2014 Information Session, attached is the position fill request for a Pre-Trial Diversion Secretary which the Commission agreed to place on waive rules for the March 17, 2014 meeting.

Thank you for your help in this matter.

Attachment

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 22-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR CHILD SUPPORT DIRECTOR, POSITION NUMBER 410002002

The Administrator presented the following memorandum from Administrative Assistant to the District Attorney Rhonda B. Cape:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape

DATE: March 11, 2014

SUBJECT: Position Fill Request

As discussed at the March 10, 2014 Information Session, attached is the position fill request for a Child Support Director which the Commission agreed to place on waive rules for the March 17, 2014 meeting.

Thank you for your help in this matter.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE (ONE PLACE FAMILY JUSTICE CENTER) –
ADOPTED RESOLUTION SUPPORTING THE DISTRICT ATTORNEY'S OFFICE POLICY
REQUIRING HUMAN IMMUNODEFICIENCY VIRUS (HIV) TESTING OF DEFENDANTS
CHARGED WITH SEXUAL ASSAULT CRIMES WITHIN 48 HOURS OF INDICTMENT

The Administrator presented the following letter from District Attorney Daryl D. Bailey:

March 12, 2014

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence Street
Montgomery, AL 36104

RE: One Place Family Justice Center Arrest Program Grant- HIV Certification

Dear Chairman Dean:

The County Commission is the sub-grantee for a Federal Arrest Program Grant received by One Place Family Justice Center.

One of the special conditions of the grant is that we must test sexual assault defendants for HIV within 48 hours of indictment. Alabama law allows for such testing but does not specify that it must be done within a certain timeframe. However, it is the policy of District Attorney's Office to test for HIV in sexual assault cases within 48 hours of indictment.

A portion of the grant funds will be withheld unless we can certify that we meet the special condition. The Department of Justice will accept a county resolution to satisfy this condition.

Because of the time sensitivity of this matter, we respectfully request the Commission to waive rules at the March 17, 2014 meeting and approve the attached resolution. County Attorney Tommy Gallion has received it and has sent Donnie Mims his legal opinion.

Sincerely,

/s/ Daryl D. Bailey
District Attorney

Cc: Donnie Mims, County Administrator

End of Letter

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 24-2, is attached to these Minutes.)

Commissioner Ingram informed the audience that this is a grant and that there is no cost to the County.

ENGINEERING DEPARTMENT – APPROVED PRELIMINARY ENGINEERING
AGREEMENT FOR RESURFACING VAUGHN ROAD FROM TAYLOR ROAD TO
CHANTILLY PARKWAY

The Administrator presented the following memorandum from County Engineer George C. Speake:

March 17, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Preliminary Engineering (PE) Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between Volkert, Inc. and Montgomery County, for Preliminary Engineering (PE) on the project referenced above. The cost of this work is 80% MPO Federal Funds with a 20% match to be split between the City and the County.

Attachments

End of Memorandum

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 25-2 through 25-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION FOR SCHNEIDER ELECTRIC TO HAVE THE SALVAGE RIGHTS ON MATERIALS AND EQUIPMENT REMOVED UNDER THEIR CONTRACT

The Administrator requested approval of authorization for Schneider Electric to have the salvage rights on materials and equipment removed under their contract.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Email, Agenda Page 26-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 13, APPROPRIATION IN THE AMOUNT OF \$5,000, TO A-KEEP, INC., FOR THE GLOBAL YOUTH LEADERSHIP PROGRAM

The Administrator requested approval of Budget Change Request Number 13, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 27-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 14, APPROPRIATION IN THE AMOUNT OF \$2,500, TO THE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT AND TOURISM RELATIVE TO THE “TWO LINES” PHOTOGRAPHIC STUDY OF KOREA AND GERMANY, NATIONS DIVIDED BY WAR AT THE ROSA PARKS MUSEUM

The Administrator requested approval of Budget Change Request Number 14, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 28-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram said good morning and wished everyone a happy St. Patrick’s Day. He thanked them for all they do.

Commissioner Williams told the audience good morning and that it was good to see them. He stated that he hopes everyone is enjoying the rain because Alabama needs it. Commissioner Williams spoke about taking weapons away from the young people and teaching them how to respect one another. He stated that the latest shooting over the weekend was uncalled for. He implored everyone to ask God for peace. He added that he shouldn't have to lock his storm door and that we all need peace.

Commissioner Walker reported that she went on the annual Washington D.C. lobbying trip with the Montgomery Area Chamber of Commerce and Mayor Todd Strange. She said that they met with five Alabama congressional members and spoke with them about redistricting, maintaining a strong Maxwell/Gunter Air Force Base in case of a B.R.A.C., education, and dredging the Alabama River. She stated that Montgomery County has a strong relationship with the delegation.

Chairman Dean thanked Commissioner Walker for representing Montgomery County. He informed the audience that for the third year in a row, the State Legislature has turned down the two bills proposed by the County Commission: the Airport Board Appointments and the service of process fee. He said the process fee would generate approximately two million dollars in revenue annually for Montgomery County and was a unanimous vote from the Commission. He explained that we do not have home rule. He also stated that Montgomery County gives money to the Montgomery Airport Authority. He added that we are the only county that does not charge a fee for the delivery of criminal documents by the Sheriff. He stated that a former Commissioner voted to send it to the legislature and then voted against it. He added that he hopes a certain other Commissioner would not do the same. He urged everyone to know their legislative delegation and have them do what's right.

Vice Chairman Harris wished the audience good morning and happy St. Patrick's Day. He stated that each of the Commissioners have around 45,000 constituents for a total of approximately 215,000 citizens. He informed everyone that the Commission does not have many ways to generate revenue and that revenue has been down since 2006. He stated that the Commission currently have bills under consideration by our local delegation that if passed would generate additional income for the general fund. He suggested that the audience identify their local member of the Alabama House of Representatives and contact them to encourage favorable consideration of the bills. He stated that last year the County's bills were not even allowed to be heard on the floor of the House of Representatives. He noted that one of the bills would have allowed the Sheriff's Office to collect a \$30 fee for service of process in Montgomery County. He said that the County has to pay for the gas and repairs on the Sheriff's vehicles and pay to replace them. He told the audience to let their representative know. He closed by wishing everyone a wonderful week.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY COUNTY ATTORNEYS THOMAS T. GALLION, III AND TYRONE C. MEANS AND THE COMMISSION

County Attorney Thomas T. Gallion, III, informed the Commission that several weeks ago he had received a request from Administrator Mims for he and County Attorney Tyrone C. Means to give an opinion regarding the duties of the Montgomery County Commission and the County Administrator having to do with the hiring and firing of the Deputy Administrator.

Attorney Gallion informed the Commission that he consulted the Association of County Commissions of Alabama (ACCA) Director Sonny Brasfield regarding the issue and that Mr. Brasfield said it was a little confusing as Mr. Gallion told him the statute which was passed in 1949. The statute outlined the duties of a County Administrator when it was the Board of Revenue and in 1975, it changed to the Montgomery County Commission. It is Attorney Gallion's recollection that former Deputy Administrator David Stockman was appointed by the Administrator, and it was brought before the County Commission and there was no objection. Attorney Gallion stated that he contacted Barbara M. Montoya and she stated that normally you can pick from the top 5 and that they were all qualified. He stated that what it comes down to is who has the Authority. The Constitution of 1901 states that the County Commissioners are constitutionally elected officials and should do what is in the best interest of the public health, safety, education and general welfare of the citizens of Montgomery County.

County Attorney Tyrone C. Means informed the Commission that Act 333 of 1949 states that the County Administrator is the appointing authority of employees within the office subject to authorization by the Commissioners in regards to positions and salaries. Attorney Means stated that the authority of the County Commission is to fund or not fund positions and authorize or not authorize positions.

County Attorney Gallion stated that in the past, he had opined that the County Commission has control of the County monies and that the County Commission is the elected body that controls the County Commission office. He noted that the Commission can hire and fire the Administrator, but cannot fire without cause. He stated that the County Administrator is a merit position.

Commissioner Ingram stated that the whole point is that the Commission has heartburn with the decision of the person that Administrator Mims chose for the Deputy Administrator position. He reiterated that the Administrator has the duty to hire and that the Commission does not get involved in the hiring or firing of employees in the County Commission office.

Chairman Dean stated that it is the authority of the Commission and the Administrator that is being questioned. Commissioner Ingram recommended that the Commission request an opinion from the Attorney General's office.

Vice Chairman Harris stated that Attorney Means said the Administrator has the authority to select an applicant and the County Commission authorizes the funding for the positions. Vice

Chairman Harris stated that he wanted the best qualified person for the position and that he had already expressed his disagreement of the person selected by Administrator Mims. Vice Chairman Harris added that there is not anyone on the list that he prefers.

Attorney Gallion informed the Commission years ago, one Commissioner would go to the Engineering Department and tell the County Engineer who to hire. Mr. Thomas McPherson was hired to conduct a study regarding the Commission getting into personnel issues.

Commissioner Ingram stated that the Commission does not do any hiring except for the County Administrator, County Engineer and Chief Information and Technology Officer. He stated that Administrator Mims completes the Performance Evaluation for the Deputy Administrator position.

County Attorney Gallion stated that he has always tried to give an honest opinion. He stated he looked at the law and attached every code section he could find regarding his opinion.

Commissioner Walker noted that according to everything she has read relating to this issue, she has interpreted it as the County Administrator has the authority to hire and fire the Deputy Administrator, but based upon the opinions, the County Attorneys are giving the Commission the authority to override the authority that is clearly invested in the County Administrator. Attorney Gallion responded that it is up to the Commission to override the authority. Commissioner Walker stated that overriding the role and responsibility of the person who is proven to be very capable are very dangerous waters for us to tread into.

Attorney Means explained that the Act says the Deputy Administrator is an authorized position. Commissioner Ingram noted that the Commission authorized the position when they signed off on it. Attorney Means responded that the Commission has the authority to authorize and de-authorize a position.

Commissioner Williams asked Attorney Gallion if the Commission has the right to accept or reject Administrator Mims' recommendation. Attorney Gallion responded that is the question of who has the ultimate authority. Commissioner Williams asked where the County Commission's role comes in. Commissioner Ingram responded that it should not come in at all except for authorizing.

Chairman Dean stated that the Commission is the ultimate authority in the County whether it is seen that way or not. He noted that there is no one on the list that he prefers over one another for that position. He stated that each Commissioner met with the Administrator, who works for the Commission and when the Commission tells the one that works for us what the Commission believes and what the Commission does not believe. You know, that is an employee of ours. Chairman Dean pointed out that the Deputy Administrator attends Executive Sessions and is not asked to leave the room, which means the Deputy Administrator is the fiduciary, he holds the proprietary information that the Administrator holds, and that this is not just getting an employee. Chairman Dean stated that the person who is hired for that position has to be able to step into the Administrator's footsteps and carry on the leadership. He stated that if two or three or no Commissioners oppose it that is fine, but if there are three or four Commissioners opposed

to it, then we can't just sit and just let things happen and spend money on that kind of salary. Commissioner Ingram asked if the heartburn is because of the person that was picked. He stated that if Administrator Mims wants to hire this person, he has no problem with it.

Vice Chairman Harris stated that he had talked to all the Commissioners except for Commissioner Walker who was not in office when this issue was discussed previously, and all four of the Commissioners agreed that the best person was not chosen by the Administrator. He stated that, as a Commission, they want somebody to be able to step up and that was not what he saw when he looked at all of them. Vice Chairman Harris stated that there were three lawyers and a PhD on the list and anyone of them in his mind is better qualified than the choice presented by Administrator Mims. Vice Chairman Harris stated that even if he was not on this Commission and he saw the list, he has the right to express his opinion. He stated that he has not at any point done anything to affect the process.

Commissioner Ingram asked Administrator Mims to explain why he chose that person. Chairman Dean and Vice Chairman Harris said there was no need to discuss that issue because Administrator Mims had met with all of the Commissioners individually and told them his choice and why. Chairman Dean stated that they do not need to open the subject up because the Commission has the opinions from the County Attorneys. Commissioner Ingram stated that the Commission needs to move forward and hire. Vice Chairman Harris stated that Administrator would need to confer with each Commissioner some more.

Commissioner Walker asked her fellow Commissioners where they propose that the process go from here and do they want the Administrator to present an alternative option? Vice Chairman Harris responded yes.

Chairman Dean stated that he thought that the Commission made a suggestion to continue to talk about it but to ask the lawyers what the Administrator's responsibilities is off tracked him because we all know what those responsibilities are. He stated that they all know what the County Commissions' responsibilities are, and to go through this scenario was really out of bounds for him. Chairman Dean stated that the Commission needs to make sure that they communicate with the Administrator and him with the Commission about what the Commissioners' feelings are. He stated that the Commission is the Administrator's boss; they approve budgets and hiring for all constitutional officers and to say that they are not going to have a say-so in the next man in charge or next woman in charge. Commissioner Ingram responded that is because it is the law. Vice Chairman Harris and Chairman Dean responded that is not the law. Commissioner Ingram stated that he has read the opinion and there is a lot of wiggle in it but that he has asked a lot of questions as well.

Attorney Gallion stated that if it were not for the code section that pertains to the duties, not the authority, but the duties of the County Administrator, then Barbara Montoya was correct in that you could pick from the top 5, and that is the way it is normally handled. Attorney Gallion stated that the question is, "who picks?" Commissioner Ingram responded that the Administrator picks. Attorney Gallion stated that the code does not say that; it says his duties are to hire and that the question is very simple, "who has the ultimate authority?" Commissioner Ingram responded that the Administrator does. Attorney Gallion stated that he thinks the elected

officials have the authority. Attorney Gallion stated that Sonny Brasfield and Barbara Montoya told him that this is a very interesting question. Commissioner Ingram suggested that the Commission request an Attorney General's Opinion to identify what the law is. Attorney Gallion informed the Commission that they could not get an Attorney General's Opinion without a resolution. Chairman Dean stated that he would not sign it.

Attorney Gallion stated that the Commission, in order to operate, has to get rid of racial prejudice on both sides.

Chairman Dean asked Administrator Mims if he told him to hire a woman. Administrator Mims responded no. Chairman Dean asked Administrator Mims if he told him to hire a black person. Administrator Mims responded no.

Attorney Gallion stated that he has never known Administrator Mims to make a decision based on race.

Vice Chairman Harris stated that all five names on the list were diverse in gender and race.

Chairman Dean reiterated that Attorney Gallion quoted Ms. Montoya as stating that all five applicants were qualified. (Copies of County Attorney Gallion's Legal Opinion and County Administrator's request for Legal Opinion, Pages 31-1 through 31-19, and Copies of County Attorney Mean's Legal Opinion and County Administrator's request for Legal Opinion, Pages 31-20 through 31-47 are attached to these minutes)

PRESENTATION BY PRINCIPAL ARCHITECT DAVID REED WITH GOODWYN, MILLS & CAWOOD, EXECUTIVE DIRECTOR GREG CLARK AND COMMUNITY DEVELOPMENT DIRECTOR SARA BYARD WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION AND COUNTY ENGINEER GEORGE SPEAKE

Administrator Mims updated the Commission regarding the issues at the Lagos del Sol neighborhood. He stated that the storm sewer was constructed with a metal corrugated pipe which has rusted out. He stated that there is a hole that fills with water and that this hazardous situation is a liability to the County Commission.

County Attorney Thomas T. Gallion, III, strongly recommended that the County fill in the hold as soon as possible. Commissioner Ingram stated that the pipe would need to be replaced first. (Copies of County Attorney Gallion's Legal Opinion and County Administrator's request for Legal Opinion regarding the Lagos del Sol Neighborhood, Page 32-1 through 32-12, are attached to these minutes)

Principal Architect David Reed with Goodwyn, Mills & Cawood informed the Commission that there is a provision for a 20 foot utility easement contained in the recorded plat of the neighborhood. Administrator Mims noted that because of the 20 foot utility easement, the Commission would not have to obtain quit claim deeds from the homeowners to replace the pipe, as previously discussed.

Administrator Mims presented a storm sewer cost estimate issued February 20, 2014, by Goodwyn, Mills & Cawood which shows a total construction and engineering cost of \$568,165. (Copy of Storm Sewer Cost Estimate, Pages 33-1 through 33-6 is attached to these minutes)

County Engineer George Speake and Assistant County Engineer James Kelley informed the Commission that the County Engineering Department could fix the pipe in-house until a grant is awarded. Administrator Mims stated that funds from the General Fund could be used to cover the cost. Mr. Speake stated that they would need a “not to exceed \$28,000” authorization.

Mr. Reed briefed the Commission regarding a Spillage Agreement with the City of Montgomery. The Commission agreed for the County to work with the City in exercising the Agreement.

The Commission agreed for Goodwyn, Mills and Cawood to conduct a hydrology study, not to exceed \$5,000 and a topographic survey, not to exceed \$15,000 and agreed to place a Contract for this on the next agenda.

Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission briefed the Commission regarding an inspection of the neighborhood by ADECA. She stated that in order to even be considered for a future grant for the storm sewer, the following issues would need to be corrected in the neighborhood: demolition of homes that have been damaged by fire or significantly deteriorated due to neglect; removal of two junk yards located in the neighborhood; and the need for the neighborhood to improve its appearance by cleaning up trash and maintaining property.

Administrator Mims stated that he has talked to City Planner Robert Smith and he has indicated that he would research the issue as to whether the City could assist the County in obtaining proper legal authorization to tear down the homes. Administrator Mims informed the Commission that he has asked Attorney Gallion to provide assistance in having the junk yards cleaned up or removed since he has assisted the County with this before. He also noted that regarding the topic of cleaning up trash in the neighborhood, it might be legally allowable for Circuit Judge Tracy McCooley to authorize inmates at the County jail to assist in the cleaning up of this neighborhood if the County obtains releases from the landowners.

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding Alabama Code Sections 11-40-10(b) and 11-40-30, which spells out what work the City of Montgomery can do. (Copies of Alabama Code Sections, Pages 34-1 and 34-2, are attached to these minutes)

Vice Chairman Harris stated that the County needs to work with the City, the landowners and the people who live there and let them know how important it is to get the neighborhood cleaned up.

Chairman Dean suggested that a meeting be scheduled with the neighborhood association.

PRESENTATION BY EXECUTIVE DIRECTOR BARBARA HOPKINS, TREASURER JAY THOMPSON AND BOARD MEMBER REGINA MEADOWS WITH NEIGHBORS IN CHRIST

Treasurer Jay Thompson with Neighbors In Christ briefed the Commission regarding the Neighbors In Christ programs. Executive Director Barbara Hopkins requested support from the Commission and stated that the program is not in a crunch, but in a crisis. Chairman Dean, Vice Chairman Harris and Commissioner Ingram requested a \$1,000 miscellaneous appropriation from each of their accounts for this program. The Commission agreed to place these items on the next agenda.

DIRECTOR OF LEISURE SERVICES SCOTT MILLER AND PARKS AND RECREATION SUPERINTENDENT KAY MCCREERY WITH THE CITY OF MONTGOMERY

Director of Leisure Services Scott Miller and Parks and Recreation Superintendent Kay McCreery with the City of Montgomery briefed the Commission regarding a Youth Initiative Program. Mr. Miller stated that the City is not asking for funding from the County, but for moral support.

COMMUNITY DEVELOPMENT DIRECTOR SARA BYARD WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Public Hearing and Resolution concerning a Budget Amendment for the CDBG Economic Development Grant for the Water and Sewer Improvements for DAS North America, Inc. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Amendment Number 3 to the contract with Norment Security Group, Inc., regarding a ninety-one (91) day contract extension for preventive maintenance on the security cameras, doors, locks, and any other security components within the county buildings. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding a Position Fill Request for Clerk III, Position Number 850003001 from the Appraisal Department. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Performance Evaluation of County Engineer and annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13 effective April 7, 2014. He

asked the Commissioners to return the completed evaluation to Personnel Director Carmen Douglas.

Administrator Mims presented a response letter from the City of Montgomery to Norfolk Southern Corporation regarding the proposed abandonment and discontinuance of operating rights concerning a portion of unused rail lines in Montgomery.

Administrator Mims presented a letter from the Town of Pike Road regarding their new town limits and police jurisdiction.

Administrator Mims presented a letter from Dunbar Ramer School requesting funding in the amount of \$3,000 to purchase sports equipment for the Athletic Program. He noted that this is a previous request for funding and that the Commission wanted to be reminded. The Commission agreed to place this item on the next Thursday Memo as a waived rules item.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for the months of March, April, and May 2014.

Administrator Mims noted an employee who has submitted a Notice of Application for Retirement Allowance.

PARKS AND RECREATION SUPERINTENDENT JAMES WILLIAMS

Parks and Recreation Superintendent James Williams briefed the Commission regarding a contract for grass cutting services at County parks. He stated that Snowdown and Ramer parks would need to be included in the Contract. After discussion, the Commission agreed to add Snowdown to the contract and place this item on the next agenda. They asked Administrator Mims to research the contract for Ramer.

DISCUSSION BY THE COMMISSION

Commissioner Williams asked Administrator Mims to invite Michelle Browder to meet with the Commission during their April 7, 2014 meeting.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the Commission's upcoming calendar of events noting the Eggs & Issues Breakfast with Senator Sessions on March 19th, Ellen Brook's retirement party on March 20th, and the Unity Breakfast on April 2nd.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on March 17, 2014, at 11:43 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 03-07-14

Check Number	To	Check Number
241858		241925
Total Checks Paid		\$488,893.17

CHECK #	PAYEE	AMOUNT	DATE
241857	Postmaster Bulk Mailing	\$ 6,098.15	03/05/14

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

Agenda

MAR 17 2014

03-17-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-07-14

Check Number	To	Check Number
241926		242001
Total Checks Paid		\$107,981.89

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 03-14-14

Check Number	To	Check Number
242002		242066
Total Checks Paid		\$456,536.68

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 03-14-14

Check Number	To	Check Number
242067		242163
Total Checks Paid		\$810,520.19

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
03/07/14

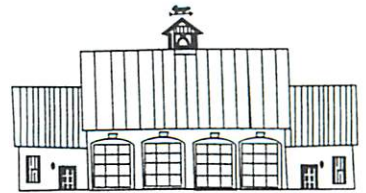
Payroll Check Number	119012	To	Payroll Check Number	119102	\$ 63,261.83
Direct Deposits					\$ 792,684.63
Payroll Check Number	119103	To	Payroll Check Number	119131	\$ 241,354.12
Direct Deposits					\$ 330,903.40
Federal Deposits					\$ 309,469.05
Total Payroll Paid					\$ 1,737,673.03

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

ROLLING • HILLS • LAKES

VOLUNTEER FIRE DEPARTMENT

ESTABLISHED 1990



6120 TROTMAN ROAD
MONTGOMERY, ALABAMA 36116-6061
(334) 288-7344
TAX ID# 63-1025872

February 23, 2014

Mr. Donald Mims
County Administrator

2014 FEB 25 AM 7:49
COUNTY CLERK
CO/11/1

Dear Mr. Mims:

Enclosed is a listing of our officers and Board members for the coming year.

Please call me at 334-303-2622 if you have any questions.

Best to you and yours,

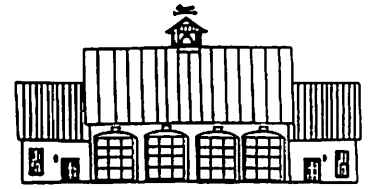
A handwritten signature in blue ink that reads "Philip B. Burwell".

Philip B. Burwell

ROLLING • HILLS • LAKES

VOLUNTEER FIRE DEPARTMENT

ESTABLISHED 1990



6120 TROTMAN ROAD
MONTGOMERY, ALABAMA 36116-6061
(334) 288-7344
TAX ID# 63-1025872

Rolling Hills/Lakes V.F.D.

Members:

Term

President:

Philip Burwell	1545 Mt.Zion Rd.	H 286-1888	2-22-16
	Ramer, 36069	C 303-2622	

Vice President:

Don Schofield	5836 Trotman Rd.	H 281-6864	2-18-15
	36116		

Treasurer:

Autry Talley	250 Cindy Lane	C 210-282-6781	2-28-15
	36116		

Secretary:

Gerri Walley	7054 Knoll Loop	H 288-2078	2- 28-15
	36116		

Board Members:

Selma Patterson	358 Gibson Hills	C 324-2982	2-22-16
	36116		

Lomack Bean	548 Mizell Dr. C 211-6671	2-22-16
	36116	
Tom Shanks	6972 Woodley Rd. H 288-3493	2-28-15
	36116	
Alfonso Patterson	4651 Vanderbilt Dr. H 281-2134	2-22-16
	36116	
Tim Martin	304 Crimson Dr. C 201-3210	2-28-15
	Pike Rd. 36064	
Dr. Jan Wercinski	354 Mizell Rd. H 284-2322	2-22-16
	36116	
Steve Diermayer	935 Meriwether Rd. C 414-3246	2-22-16
	Pike Rd. 36064	
James Labadie	7466 Fairway Dr. H 284-3463	2-28-15
	36116	
Dr. Kirk Skinner	156 Rolling Lakes Dr. H 288-0093	2-28-15
	36116	

Rolling Hills/Lakes VFD

Members:**Term Expires:****President:**

Philip B. Burwell
(Send Reappt Requests)

1545 Mt. Zion Rd
Ramer, 36069

H 286-1888
C 303-2622

2/28/2014

Vice President:

Don Schofield

5836 Trotman Rd
36116

H 281-6864
C 303-9068
E dvschofield@charter.net

2/18/2015

Treasurer:

Greg Brannon

7453 Murifield Loop
36116

H 281-9591
C 799-4234

2/28/2015

Secretary:

Gerri Walley

7054 Knoll Loop
36116

H 288-2078
C 312-1526

2/28/2015

Board Members:

Troy Harris

7400 Fairway Dr.
36116

H 613-7981

2/28/2014

Lomack Bean

548 Mizell Dr.
36116

C 221-6671

2/28/2014

Tom Shanks

6972 Woodley Road
36116

H 288-3493

2/28/2015

Alfonso Patterson

4651 Vanderbilt Dr.
36116

H 281-2134

2/28/2014

Tim Martin

304 Crimson Drive
Pike Road, 36064

C 201-3210

2/28/2015

Dr. Jan Wercinski

354 Mizell Rd
36116

H 284-2322
E jwercincki@aol.com

2/28/2014

Steve Diermayer

935 Meriwether Road
Pike Rd. 36064

C 414-3246

2/28/2014

James Labadie

7466 Fairway Drive
36116

H 284-3463
C 538-6911

2/28/2015

Dr. Kirk Skinner

156 Rolling Lakes Rd.
36116

H 288-0093

2/28/2015

TERMS: 2 YEARS

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **Montgomery County Commission, AL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 5/1/14 to (end date) 4/30/19.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	16
2. Logos® Payroll & Human Resources Suite	11
3. Logos® Decision Support Software	2
4. Logos® Site License	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
5/1/2014 to 4/30/2015	\$91,460	4/15/2014
5/1/2015 to 4/30/2016	\$94,200	4/15/2015
5/1/2016 to 4/30/2017	\$98,910	4/15/2016
5/1/2017 to 4/30/2018	\$103,860	4/15/2017
5/1/2018 to 4/30/2019	\$109,050	4/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Montgomery County Commission, AL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Montgomery County Commission, AL

Licensed Application Software

At January, 2014

1. **Logos® Financial Management Suite**
 - Financial Management Base Suite .NET
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting
 - Purchasing Base .NET
 - Bid and Quote Management .NET
 - Inventory Management .NET
 - Project Accounting .NET
 - Requisition Processing .NET
 - Government (GASB) Reporting .NET
 - Financial Management Report Writer .NET
 - Grant Management .NET
 - Asset Management .NET
 - Misc. Billing & Receivables .NET
 - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
 - Human Resources Mgt. Base Suite .NET
 - Base
 - Payroll Processing
 - Personnel Management
 - Position Control
 - Benefits Administration .NET
 - HR/Payroll Report Writer .NET
 - Position Control .NET
 - Position Budgeting .NET
 - Employee Event Tracking .Net
 - Workers Compensation Administration .NET
 - Personnel Action Processing .NET
3. **Logos® Decision Support Software**
 - Finance Analytics .NET
 - HR/Payroll Analytics .NET
4. **Logos® Site License**
 - Site License

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

Amendment No. 2
To
Contract
Between
Montgomery County Commission
And
Pictometry International Corporation

The following shall be made a part of the contract between Montgomery County Commission and Pictometry International Corporation for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping, Aerial Photography and Internet Based Services.

The self-hosting line item in the original contract, which cost \$2,880 annually, will now become Pictometry Connect at an annual fee of \$3,000. The current year will be discounted by 25% for a total fee of \$2,250. The term of this agreement is one year. The Montgomery County Commission has the option to renew on a yearly basis at its discretion, provided there in no increase in the annual fee.

All other specifications and provisions of the contract shall remain the same.

Montgomery County Commission

Pictometry International Corporation

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

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

Amendment No. 3
To
Contract
Between
Montgomery County Commission
And
Pictometry International Corporation

The following shall be made a part of the contract between Montgomery County Commission and Pictometry International Corporation for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping, Aerial Photography and Internet Based Services.

Pictometry Connect View is a new product for Montgomery County. It is a web component to enhance Montgomery County's public facing Internet Spatial Viewer by allowing users to access oblique aerial imagery in addition to ortho aerial imagery. The term of this agreement is for one year. The cost of this product is \$500.00 annually. The Montgomery County Commission has the option to renew on a yearly basis at its discretion, provided there in no increase in the annual fee.

All other specifications and provisions of the contract shall remain the same.

Montgomery County Commission

Pictometry International Corporation

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 6

DATE: February 24, 2014

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning April 1, 2014 and ending June 30, 2014.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Khristie Davis, Buyer 
DATE: March 5, 2014
SUBJECT: Invitation to Bid 52200-14B-001
Kitchen Supplies for the Detention Facility

Per *Code of Alabama Section 41-16-50(a)*, an awarding authority may award a contract to the resident responsible bidder if the bid is no more than three (3) percent greater than the bid of the lowest responsible bidder. Sam Tell & Son, located at 300 Smith Street, Farmingdale, NY 11735 was the lowest responsible bid received of \$10,365.64. Hawk, Inc., located at 301 Hawk Place, Montgomery, AL 36117 was the second lowest responsible bid received of \$10,487.90.

Using the three (3) percent local vendor preference, the results are as follows:

Hawk Inc.
Montgomery, AL

Sam Tell & Son
Farmingdale, NY

\$10,365.64 (*bid amount*)

x 3.00%

\$310.97 (*3% local vendor preference*)

\$10,487.90

\$10,676.61

Section 41-16-50**Contracts for which competitive bidding required.**

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property, where a county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Core Based Statistical Area (CBSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

In the event that utility services are no longer exempt from competitive bidding under this article, non-adjointing counties may not purchase utility services by joint agreement under authority granted by this subsection.

(c) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

(Acts 1967, Ex. Sess., No. 217, p. 259, §1; Acts 1975, No. 1136, p. 2234, §1; Acts 1979, No. 79-452, p. 732; Acts 1979, No. 79-662, p. 1160; Acts 1980, No. 80-429, p. 598; Acts 1981, No. 81-434, p. 679, §1; Acts 1985, No. 85-281, p. 180, §1; Acts 1989, No. 89-687, p. 1351, §3; Acts 1994, No. 94-207, p. 270, §1; Acts 1995, No. 95-630, p. 1334, §1; Acts 1997, No. 97-225, p. 348, §1; Act 2000-153, p. 216, §1; Act 2006-621, p. 1702, §1; Act 2008-379, p. 703, §1; Act 2009-760, p. 2294, §2.)

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc. Chris Weatherly chrisweatherly@hawkinc.com P.O. Box 241247 Montgomery, AL 36124		Sam Tell & Son Marc Tell fsmilow@samtell.com 300 Smith Street Farmingdale, NY 11735		Birmingham Restaurant Supply, Inc. George N. Tobia gtobia@brescoinc.com 2428 6th Avenue South Birmingham, AL 35233		Thompson Little, Inc. Melanie Gitlin melanie@thompsonlittle.com 933 Robeson Street Fayetteville, NC 28305		Calico Industries, Inc. Michael L. Heverly bids@calicoindustries.com 9045 Junction Drive Annapolis Junction,MD 20701	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mfr# 500LCD110	each	25	\$102.98	\$2,574.50	\$101.12	\$2,528.00	\$101.12	\$2,528.00	\$104.94	\$2,623.50	\$113.53	\$2,838.25
	Cambro Beverage Dispenser												
	Size 4 3/4 Gallons Camtainer												
	Beverage Dispenser												
	or Approved Equal												
2	Mfr# 96755	each	8	\$640.72	\$5,125.76	\$722.61	\$5,780.88	\$588.50	\$4,708.00	\$820.54	\$6,564.32	\$614.00	\$4,912.00
	New Age Industrial												
	Aluminum Beverage Cart												
	Size 23"Wx33 1/2"L x 46"H												
	or Approved Equal												
3	Mfr# 887	each	16	\$5.87	\$93.92	\$4.07	\$65.12	\$6.82	\$109.12	\$4.46	\$71.36	\$2.51	\$40.16
	Foodservice Essentials PVC												
	Pot and Sink Gloves												
	or Approved Equal												
4	Mfr# FGI-OR	each	4	\$13.71	\$54.84	\$6.62	\$26.48	\$6.41	\$25.64	\$11.65	\$46.60	\$13.13	\$52.52
	BVT-Chef Revival Frozen												
	Food Gloves												
	or Approved Equal												

Notes: 34 Bids Mailed

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
5	Mfr# 810CM17	each	6	\$14.82	\$88.92	\$4.05	\$24.30	\$13.93	\$83.58	\$12.66	\$75.96	\$14.27	\$85.62
	San Jamar 17" Conventional												
	Style Oven Mitt												
	or Approved Equal												
6	Mfr# 630-972	each	6	\$3.16	\$18.96	\$1.69	\$10.14	\$5.19	\$31.14	\$7.71	\$46.26	NO BID	
	Foodservice Essentials												
	Black Pan Grabber												
	or Approved Equal												
7	Mfr# SLLD002A	each	3	\$1.60	\$4.80	\$0.91	\$2.73	\$1.78	\$5.34	\$1.20	\$3.60	\$1.14	\$3.42
	Winco Economy Solid 2 oz.												
	One-Piece Portion Server												
	or Approved Equal												
8	Mfr# SLLD102PA	each	3	\$1.60	\$4.80	\$0.91	\$2.73	\$1.78	\$5.34	\$1.20	\$3.60	\$1.16	\$3.48
	Winco Economy Perforated												
	2 oz. One-Piece Portion												
	Server												
	or Approved Equal												

Notes:

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
9	Mfr# SLLD104PA	each	3	\$2.04	\$6.12	\$1.37	\$4.11	\$2.02	\$6.06	\$1.54	\$4.62	\$1.46	\$4.38
	Winco Economy Perforated												
	4 oz. One-Piece Portion												
	Server												
	or Approved Equal												
10	Mfr# SLLD004A	each	3	\$2.04	\$6.12	\$1.37	\$4.11	\$2.23	\$6.69	\$1.54	\$4.62	\$1.46	\$4.38
	Winco Economy Solid 4 oz.												
	One-Piece Portion Server												
	or Approved Equal												
11	Mfr# SLLD106PA	each	3	\$2.38	\$7.14	\$2.08	\$6.24	\$2.21	\$6.63	\$1.79	\$5.37	\$1.71	\$5.13
	Winco Economy Perforated												
	6 oz. One-Piece Portion												
	Server												
	or Approved Equal												
12	Mfr# SLLD006A	each	3	\$2.38	\$7.14	\$2.08	\$6.24	\$2.43	\$7.29	\$1.79	\$5.37	\$1.71	\$5.13
	Winco Economy Solid 6 oz.												
	One-Piece Portion Server												
	or Approved Equal												

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
13	Mfr# SLLD108PA	each	3	\$2.70	\$8.10	\$1.64	\$4.92	\$2.62	\$7.86	\$2.04	\$6.12	\$1.94	\$5.82
	Winco Economy Perforated												
	8 oz. One- Piece Portion												
	Server												
	or Approved Equal												
14	Mfr# SLLD008A	each	3	\$2.70	\$8.10	\$1.64	\$4.92	\$2.72	\$8.16	\$2.04	\$6.12	\$1.94	\$5.82
	Winco Economy Solid 8 oz.												
	One-Piece Portion Server												
	or Approved Equal												
15	Mfr# CBG1824KC	each	1	\$192.15	\$192.15	\$80.45	\$80.45	\$182.71	\$182.71	\$170.32	\$170.32	\$174.94	\$174.94
	San Jamar 18" x 24" Cutting												
	Board Set												
	or Approved Equal												
16	Mfr# DES-SPD-10S	each	3	\$10.00	\$30.00	\$8.75	\$26.25	\$8.47	\$25.41	\$8.75	\$26.25	\$6.22	\$18.66
	Design Specialties Nylon												
	Portion Servers, Heat Resist.												
	up to 475 Degrees, Orange												
	or Approved Equal												

Notes:

8-8

[illegible]

8-9

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
20	Mfr# TRA-ALFRY12	each	2	\$12.36	\$24.72	\$12.44	\$24.88	\$14.17	\$28.34	\$14.62	\$29.24	\$11.88	\$23.76
	Royal Industries Aluminum												
	Fry Pan 12"												
	or Approved Equal												
21	Mfr# TRA-ALFRY14	each	2	\$16.59	\$33.18	\$16.86	\$33.72	\$18.72	\$37.44	\$19.79	\$39.58	\$17.15	\$34.30
	Royal Industries Aluminum												
	Fry Pan 14"												
	or Approved Equal												
22	Mfr# SST-24	each	4	\$27.30	\$109.20	\$28.57	\$114.28	\$71.37	\$285.48	\$85.46	\$341.84	\$65.32	\$261.28
	Winco 24 qt. Stock Pot and Lid												
	or Approved Equal												
23	Mfr# 60341	each	10	\$62.34	\$623.40	\$57.79	\$577.90	\$55.29	\$552.90	\$55.28	\$552.80	\$69.77	\$697.70
	Carlisle Commercial Roast												
	Pan 28 qt. Capacity												
	or Approved Equal												

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
24	Mfr# HBP12-1	each	30	\$9.23	\$276.90	\$6.38	\$191.40	\$24.12	\$723.60	\$9.60	\$288.00	\$10.65	\$319.50
	Foodservice Essentials												
	Heavy Duty Full Size Sheet												
	Pan Size 18" x 26" x 1 1/4"												
	or Approved Equal												
25	Mfr# SLWPF012	each	5	\$2.66	\$13.30	\$1.54	\$7.70	\$3.20	\$16.00	\$2.01	\$10.05	\$1.66	\$8.30
	Economy 12" French Whip												
	or Approved Equal												
26	Mfr# 601823	each	10	\$38.35	\$383.50	\$31.21	\$312.10	\$29.85	\$298.50	\$29.85	\$298.50	\$37.68	\$376.80
	Carlisle Roast Pan with Drop												
	Handles												
	Size 25 3/4" x17 3/4"x 3 1/2"												
	or Approved Equal												
27	Mfr# 30022	each	10	\$19.61	\$196.10	\$6.74	\$67.40	\$16.78	\$167.80	\$16.93	\$169.30	\$17.54	\$175.40
	Vollrath Super V Full Size												
	2 1/2"D Pan												
	or Approved Equal												

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
28	Mfr# 30042	each	10	\$25.25	\$252.50	\$9.11	\$91.10	\$22.46	\$224.60	\$22.67	\$226.70	\$23.50	\$235.00
	Vollrath Super V Full Size												
	4" D Pan												
	or Approved Equal												
29	Mfr# S286-8PCP	each	3	\$17.15	\$51.45	\$2.73	\$8.19	\$17.29	\$51.87	\$16.43	\$49.29	\$16.98	\$50.94
	Dexter Russell Sani-Safe												
	8" x 3" Cake Turner												
	or Approved Equal												
30	Mfr# HFR258151	each	10	\$12.92	\$129.20	\$21.29	\$212.90	\$14.01	\$140.10	\$13.17	\$131.70	\$14.24	\$142.40
	Cambro Half Size 2 5/8"H												
	Camrack Flatware Rack												
	or Approved Equal												
31	Mfr# SMP-36	each	2	\$9.33	\$18.66	\$11.23	\$22.46	\$70.79	\$141.58	\$11.74	\$23.48	\$12.62	\$25.24
	Foodservice Essentials 36"												
	Stainless Steel Kettle Paddle												
	or Approved Equal												

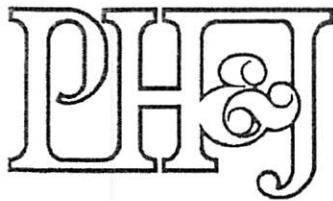
Notes:

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Purchasing Department

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
32	Mfr# SMP-48	each	2	\$11.10	\$22.20	\$14.29	\$28.58	\$82.59	\$165.18	\$13.96	\$27.92	\$10.66	\$21.32
	Foodservice Essential 48"												
	Stainless Steel Kettle Paddle												
	or Approved Equal												
33	Mfr# 4015000	each	2	\$6.67	\$13.34	\$4.71	\$9.42	\$5.54	\$11.08	\$5.30	\$10.60	\$4.39	\$8.78
	Carlisle 28" Kettle Valve												
	Brush												
	or Approved Equal												
34	Mfr# A956003	each	2	\$9.44	\$18.88	\$3.62	\$7.24	\$2.96	\$5.92	\$3.72	\$7.44	\$2.76	\$5.52
	Continental Large Wide												
	Band Action Pro Mop												
	or Approved Equal												
	Freight On Board	1											
GRAND TOTAL					\$10,487.90		\$10,365.64		\$10,673.59		\$11,949.18		\$10,603.91

8-13



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

Wednesday, February 19, 2014

Mr. D. J Alexander
Alexander Sealcoat and Stripping, Inc.
755 Anderson Road
Montgomery, Alabama 36121

RE: Repaving at Montgomery County DHR for the Montgomery County Commission,
Montgomery, Alabama
PH&J #1305-GVA

Request for Proposal #2

Mr. Alexander,

On behalf of the User (Montgomery County DHR), please provide a proposal adding the following miscellaneous concrete and associated site work to the project.

Replace existing damaged portion of sidewalk/handicapped ramp at the side entrance to the building and additional paint stripping.

Please send your proposal to my office for processing and approval. If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments: Field Report #4

Cc: Donnie Mims, John Brown, Harry Williams, File



807 South McDonough Street (36104)
PO Box 215
Montgomery, AL 36101
Phone (334) 265-8781 Fax (334) 265-9208

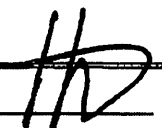
STATEMENT OF FIELD OBSERVATIONS

Report #

4

Project Number: 1305-GVA

Date of Site Visit: Monday, February 17, 2014

PROJECT: Repaving at Montgomery County DHR for Montgomery County Commission Montgomery, Alabama	OWNER Montgomery County Commission Mr. Donnie Mims Montgomery, Alabama Phone No. 334-832-1210 Fax No. N/A
CONTRACTOR: Alexander Sealcoating and Striping, Inc. 755 Anderson Road Montgomery, Alabama 36121 Phone No. 334-264-4006 Fax No. 334-264-4116	ARCHITECT/ENGINEER: PH&J Architects, Inc. 807 South McDonough Street Montgomery, Alabama 36104 Phone No. 334-265-8781 Fax No. 334-265-9208
PROJECT DATA ON THE DATE OF OBSERVATION:	
Site Conditions: N/A	No. of Workers: 0
Starting Date: November 26, 2013	Weather: Lower 40's, Cloudy
Scheduled State of Completion: 100%	Contract Completion: January 24, 2014
Contractor's Superintendent: Jeff Parker	Estimated Actual Completion: 99 %
	Phone #: 334-264-4003
COMMENTS/DEFICIENCIES:	
- A site visit was held this PM with D. J. Alexander (GC), Patrick Addison, Steven Hall and myself. - Two speed bumps have shown excessive edge breakage, GC to remove and replace. - The Owner has requested some addition paint striping, provide proposal. - The Owner has requested removal of a broken H/C ramp and to re-pour, provide proposal. - End of Report:	
Report Issued By: Harry Williams 	
cc: Contractor, Terry Benton, John Brown, Donnie Mims, PA, HW and File	

QUOTATION
TRAFFIC CONTROL MARKINGS AND SEALCOATING

Alexander

Sealcoating and Striping, Inc.

P.O. BOX 211032

MONTGOMERY, AL 36121

(334) 264-4003 Fax (334) 264-4116

Date 2/20/2014

Terms Net 10

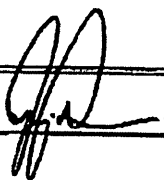
Project _____

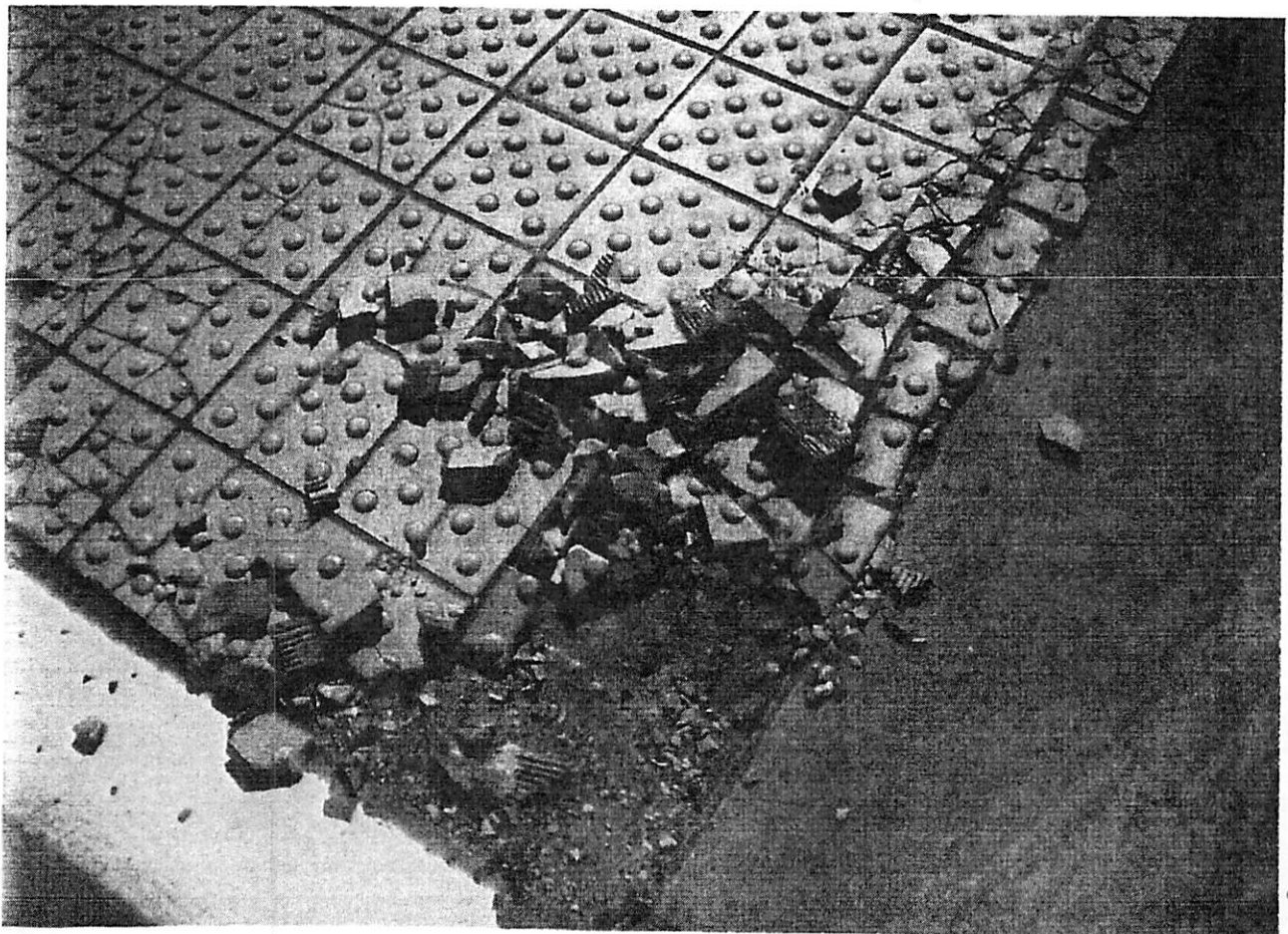
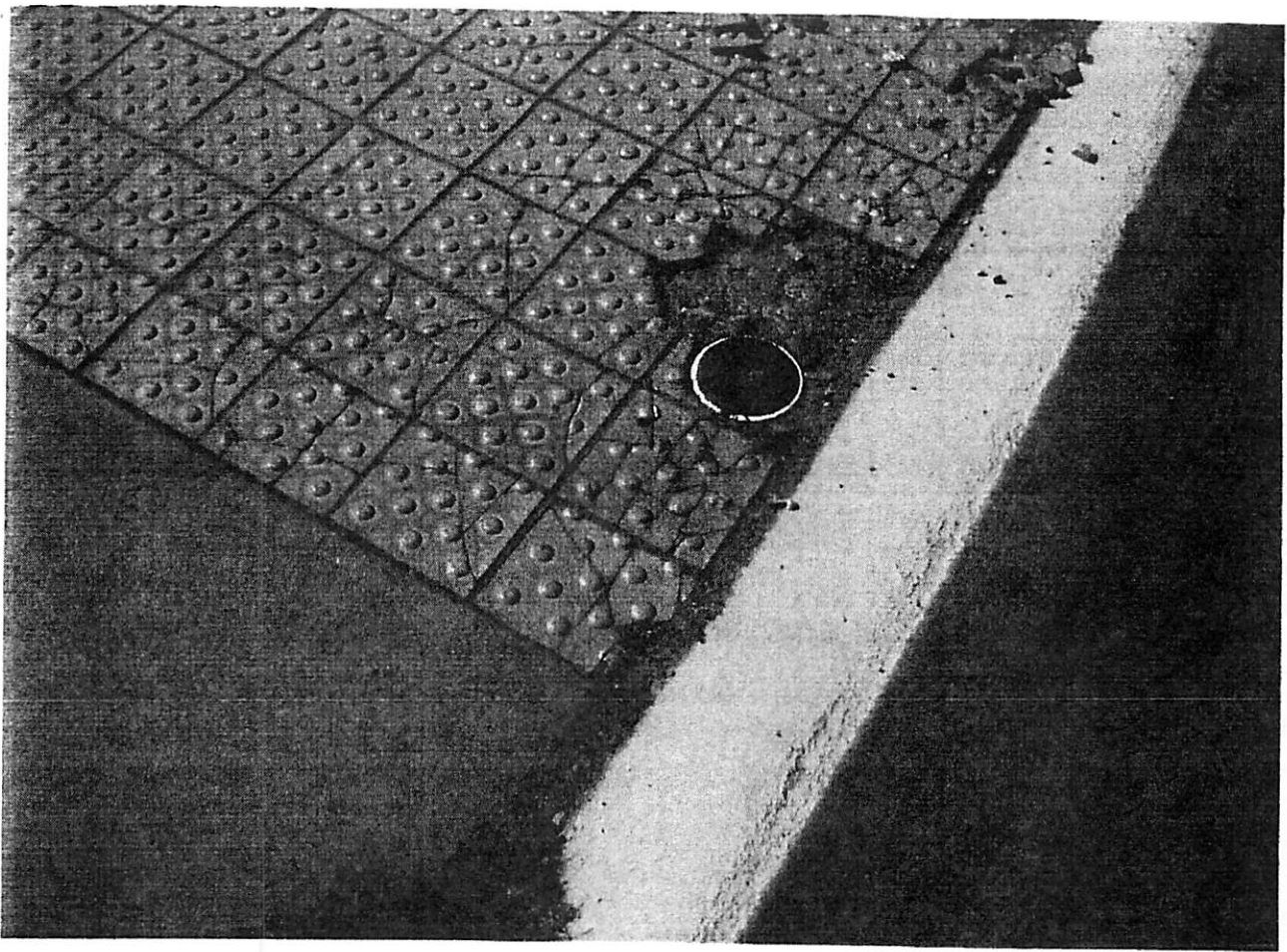
TO: PH&J Architects
Patrick Addison

Fax 334-265-9208

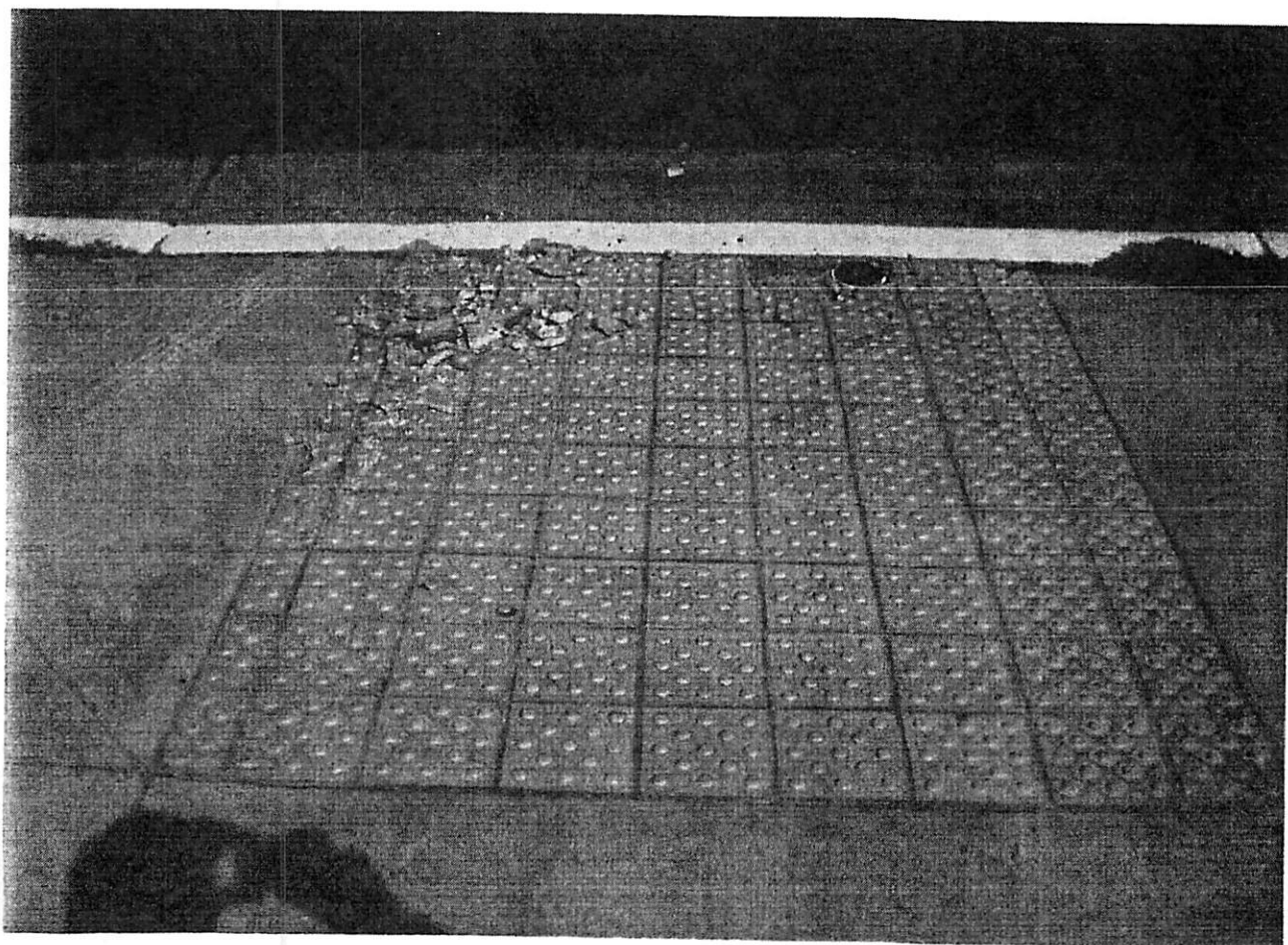
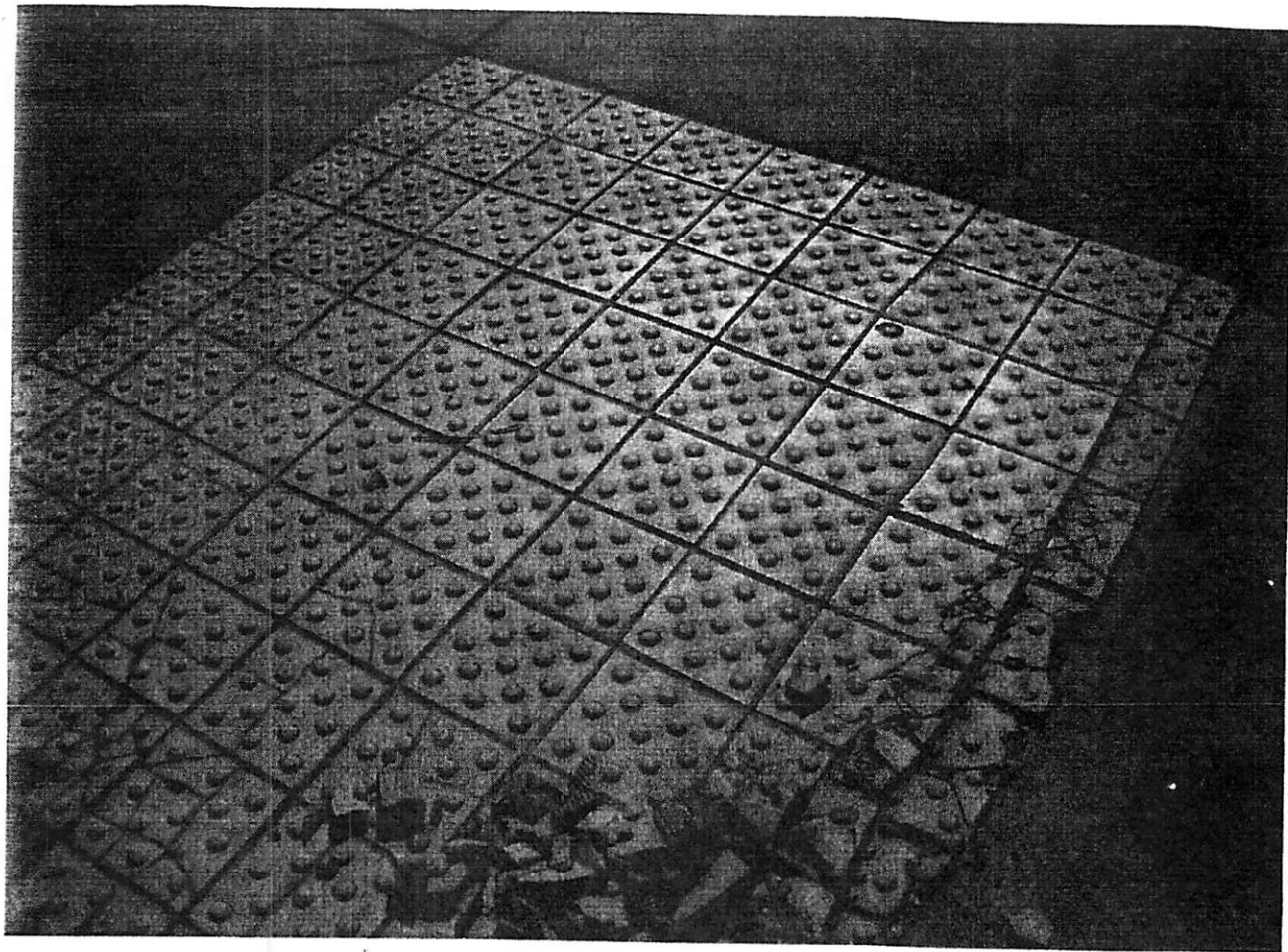
RE: Montgomery County DHR - New Ramp per Walk Through

DESCRIPTION	TOTAL
<i>Item # 1: New ramp to replace damaged ramp</i>	\$800.00
Notes: Quote does not include domed tiles or mat to be installed in ramp.	

By 



9-5



9-6

MONTGOMERY COUNTY
ADMINISTRATIVE PAY PLAN
EFFECTIVE: OCTOBER 8, 2007

Grade	Steps	1	2	3	4	5	6	7	8	9	10	11	12	13
A01	Annual	19,656	20,349	21,043	21,736	22,431	23,124	23,818	24,512	25,206	25,899	26,592	27,287	27,980
	Bi-Wkly	756.00	782.67	809.34	836.01	862.73	889.39	916.06	942.78	969.45	996.11	1022.78	1049.50	1076.17
	Hourly	9,450.00	9,783.4	10,116.7	10,450.1	10,784.1	11,117.4	11,450.8	11,784.7	12,118.1	12,451.4	12,784.8	13,118.8	13,452.1
A02	Annual	21,830	22,601	23,371	24,142	24,912	25,683	26,454	27,224	27,995	28,764	29,535	30,305	31,076
	Bi-Wkly	839.63	869.27	898.89	928.53	958.14	987.80	1017.45	1047.06	1076.72	1106.32	1135.98	1165.58	1195.23
	Hourly	10,495.4	10,865.9	11,236.1	11,606.6	11,976.8	12,347.5	12,718.1	13,088.3	13,459.0	13,829.0	14,199.7	14,569.8	14,940.4
A03	Annual	24,414	25,276	26,137	26,998	27,860	28,722	29,583	30,445	31,307	32,168	33,030	33,892	34,753
	Bi-Wkly	938.99	972.14	1,005.27	1,038.40	1,071.55	1,104.69	1,137.82	1,170.96	1,204.10	1,237.23	1,270.38	1,303.52	1,336.65
	Hourly	11,737.4	12,151.7	12,565.9	12,980.0	13,394.4	13,808.6	14,222.7	14,637.0	15,051.3	15,465.4	15,879.7	16,294.0	16,708.1
A04	Annual	27,401	28,368	29,334	30,302	31,268	32,236	33,204	34,170	35,137	36,104	37,071	38,039	39,005
	Bi-Wkly	1,053.87	1,091.08	1,128.24	1,165.46	1,202.62	1,239.84	1,277.06	1,314.22	1,351.43	1,388.61	1,425.82	1,463.03	1,500.19
	Hourly	13,173.4	13,638.5	14,103.0	14,568.2	15,032.8	15,498.0	15,963.2	16,427.8	16,892.9	17,357.6	17,822.8	18,287.9	18,752.4
A05	Annual	30,785	31,871	32,958	34,044	35,131	36,217	37,304	38,390	39,477	40,564	41,650	42,736	43,823
	Bi-Wkly	1,184.02	1,225.81	1,267.60	1,309.39	1,351.18	1,392.98	1,434.77	1,476.55	1,518.34	1,560.14	1,601.93	1,643.71	1,685.50
	Hourly	14,800.3	15,322.6	15,845.0	16,367.4	16,889.7	17,412.2	17,934.6	18,456.9	18,979.3	19,501.7	20,024.1	20,546.4	21,068.8
A06	Annual	34,563	35,783	37,002	38,222	39,442	40,662	41,881	43,101	44,321	45,541	46,761	47,980	49,201
	Bi-Wkly	1,329.34	1,376.26	1,423.17	1,470.09	1,516.99	1,563.91	1,610.82	1,657.74	1,704.66	1,751.57	1,798.49	1,845.39	1,892.35
	Hourly	16,616.7	17,203.2	17,789.6	18,376.1	18,962.4	19,548.9	20,135.2	20,721.8	21,308.2	21,894.6	22,481.1	23,067.4	23,654.4
A07	Annual	38,734	40,100	41,467	42,835	44,202	45,569	46,936	48,303	49,671	51,038	52,405	53,771	55,138
	Bi-Wkly	1,489.78	1,542.32	1,594.90	1,647.50	1,700.07	1,752.66	1,805.24	1,857.82	1,910.42	1,962.99	2,015.58	2,068.13	2,120.71
	Hourly	18,622.3	19,279.0	19,936.3	20,593.7	21,250.9	21,908.2	22,565.5	23,222.8	23,880.2	24,537.4	25,194.7	25,851.6	26,508.9
A08	Annual	42,225	44,812	47,399	49,986	52,573	55,160	57,747	60,334	62,921	65,508	68,095	70,682	73,269
	Bi-Wkly	1,664.79	1,723.55	1,782.31	1,841.06	1,899.83	1,958.58	2,017.34	2,076.10	2,134.86	2,193.62	2,252.38	2,311.14	2,369.90
	Hourly	20,809.9	21,544.4	22,278.9	23,013.3	23,747.7	24,482.2	25,216.6	25,951.2	26,685.8	27,420.2	28,154.7	28,889.2	29,623.7
A09	Annual	48,225	49,926	51,627	53,328	55,029	56,730	58,431	60,132	61,833	63,534	65,235	66,936	68,637
	Bi-Wkly	1,854.80	1,920.24	1,985.72	2,051.20	2,116.68	2,182.16	2,247.64	2,313.12	2,378.60	2,444.08	2,509.56	2,575.04	2,640.52
	Hourly	23,185.0	24,003.0	24,821.5	25,640.0	26,458.5	27,276.9	28,095.4	28,913.9	29,732.4	30,550.9	31,369.4	32,187.9	33,006.4
A10	Annual	53,523	55,413	57,302	59,191	61,080	62,969	64,858	66,747	68,637	70,526	72,415	74,304	76,192
	Bi-Wkly	2,058.58	2,131.25	2,203.91	2,276.57	2,349.22	2,421.89	2,494.54	2,567.20	2,639.87	2,712.53	2,785.18	2,857.86	2,930.46
	Hourly	25,732.3	26,640.6	27,548.9	28,457.1	29,365.3	30,273.7	31,181.8	32,090.0	32,998.4	33,906.6	34,814.8	35,723.2	36,630.8
A11	Annual	59,179	61,267	63,356	65,445	67,533	69,622	71,711	73,799	75,887	77,977	80,064	82,153	84,242
	Bi-Wkly	2,276.10	2,356.42	2,436.76	2,517.10	2,597.41	2,677.75	2,758.10	2,838.40	2,918.74	2,999.10	3,079.40	3,159.74	3,240.08
	Hourly	28,451.3	29,455.2	30,459.5	31,463.8	32,467.6	33,471.9	34,476.2	35,480.0	36,484.3	37,488.7	38,492.5	39,496.8	40,501.0
A12	Annual	65,952	68,281	70,608	72,936	75,263	77,591	79,919	82,246	84,574	86,901	89,229	91,558	93,884
	Bi-Wkly	2,536.52	2,626.18	2,715.68	2,805.23	2,894.73	2,984.26	3,073.82	3,163.31	3,252.86	3,342.36	3,431.90	3,521.45	3,610.94
	Hourly	31,707.8	32,827.2	33,946.0	35,065.4	36,184.1	37,303.3	38,422.7	39,541.4	40,660.8	41,779.5	42,898.8	44,018.1	45,136.8
A13	Annual	71,587	74,114	76,641	79,168	81,694	84,221	86,747	89,274	91,800	94,327	96,854	99,381	101,907
	Bi-Wkly	2,753.35	2,850.54	2,947.73	3,044.91	3,142.06	3,239.25	3,336.44	3,433.62	3,530.77	3,627.95	3,725.14	3,822.34	3,919.49
	Hourly	34,416.9	35,631.8	36,846.6	38,061.4	39,276.7	40,490.6	41,705.5	42,920.3	44,135.4	45,350.3	46,565.4	47,779.2	48,993.6
A14	Annual	78,323	81,086	83,851	86,615	89,380	92,144	94,908	97,673	100,437	103,202	105,965	108,730	111,495
	Bi-Wkly	3,012.41	3,118.71	3,225.05	3,331.36	3,437.70	3,544.00	3,650.30	3,756.65	3,862.95	3,969.30	4,075.59	4,181.94	4,288.25
	Hourly	37,655.1	38,983.9	40,313.1	41,642.0	42,971.3	44,300.0	45,628.8	46,958.1	48,286.9	49,616.2	50,944.9	52,274.2	53,603.1
A15	Annual	85,445	88,461	91,476	94,492	97,507	100,523	103,539	106,554	109,570	112,585	115,601	118,618	121,632
	Bi-Wkly	3,286.34	3,402.34	3,518.30	3,634.30	3,750.26	3,866.26	3,982.23	4,098.23	4,214.24	4,330.20	4,446.21	4,562.22	4,678.17
	Hourly	41,079.2	42,529.2	43,978.8	45,428.8	46,878.2	48,327.3	49,776.4	51,225.9	52,675.0	54,124.1	55,573.6	57,022.7	58,471.1
A16	Annual	94,646	97,986	101,327	104,667	108,008	111,348	114,689	118,029	121,369	124,710	128,050	131,390	134,731
	Bi-Wkly	3,640.22	3,768.70	3,897.18	4,025.66	4,154.14	4,282.61	4,411.10	4,539.57	4,668.05	4,796.53	4,925.01	5,053.48	5,181.96
	Hourly	45,502.8	47,108.8	48,714.7	50,320.8	51,926.7	53,532.6	55,138.7	56,744.6	58,350.6	59,956.6	61,562.6	63,168.5	64,774.5

ORIGINAL

SUPERVISOR: Rhonda Cape

408080024

SALARY RANGE: \$19,656-\$27,980

(x)Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

Date:

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Appraiser II**

POSITION NUMBER 850196004

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-promotions)

Department Head Date **03/10/2014**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4 SELECTEE: _____

Appointing Authority Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Appraiser II**

POSITION NUMBER 850196005

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

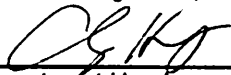
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)



Department Head

Date **03/10/2014**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Appraiser II**

POSITION NUMBER 850196006

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

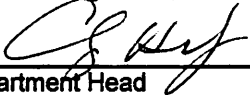
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-promotions)



Department Head

Date **03/10/2014**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

1 _____ dept request
2 _____ admin review
3 _____ pers dept
4 _____ cert to admin
5 _____ dept selection
6 _____ final review

1 POSITION TITLE **Mapping Technician**

POSITION NUMBER

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A05 (\$30,785-\$43,823)**

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)

Department Head Date **03/10/2014**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4 SELECTEE: _____

Appointing Authority Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: D. Cunningham, Chief Deputy

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Deputy Sheriff, Corporal

Position Number 20

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Pay Grade PS2 \$33,648 - \$47,900

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

D. T. Marshall

Department Head

Date February 24, 2014

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number To Be Determined

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Deputy Sheriff Trainee - \$30,590 Grade PST
Deputy Sheriff - \$31,709 - \$45,139 Grade PS1

D T Marshall Date February 24, 2014
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. _____ dept request
 2. _____ admin review
 3. _____ pers dept
 4. _____ cert to admin
 5. _____ dept selection
 6. _____ final review

1. Position Title Corrections Officer - Sergeant

Position Number 126

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
 () Open Competitive Register () Reemployment

Pay Grade PC3 - \$37,035 - \$52,721

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-promotion)

D T Marshall

Date February 25, 2014

Department Head *La*

2. Administrative Review

() Approved
 () Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____
 () Payroll entered by _____ Date _____

ORIGINAL
POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Corporal

Position Number 168

Proposed Effective Date March 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
Open Competitive Register () Reemployment

Pay Grade Pay Grade PC2 \$31,837 - \$45,321
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date March 6, 2014
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer - Corporal

Position Number _____

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade PC2 - \$31,837 - \$45,321

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-promotion)

D T Marshall
Department Head *ib*

Date February 25, 2014

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number _____

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer \$29,569 - \$42,093 Grade PC1

D T Marshall
Corrections Officer Trainee \$28,392 Grade PCT

Date February 25, 2014

Department Head ra

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____
() Payroll entered by _____

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date March 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date March 6, 2014

Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Support Services - Maintenance
DEPARTMENT HEAD: Pat Litchfield
SUPERVISOR: Pat Litchfield / or Purchasing Manager

COMPLETED ACTION DATES

1. 03/04/14 dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Custodial Maintenance Manager
Position Number 260731031 - replacing Elouise Whiting
Proposed Effective Date April 1, 2014
Type of Appointment (☒) Permanent () Temporary
Recruiting () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment
Pay Grade (A06) (\$34,563 - \$49,201) - S1

Pay step to be based upon
City & County of Montgomery
Personnel Board Rules
and Regulations Rule VI,
Section 10(a)-Promotions

Pat Litchfield
Department Head

Date 3/5/14

2. Administrative Review
() Approved
() Disapproved

Funding Authority

3. Certification
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Lynn Peavey, Administrative Secretary

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

1. POSITION TITLE: Clerk-Typist II (to replace Candace Ellis)

POSITION NUMBER: 900012009

PROPOSED EFFECTIVE DATE: 3/31/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER (X) TRANSFER Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10(c) Transfers.

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 (\$24,414/\$938.99/\$11.7374)



Department Head

2/26/2014

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAR 17 2014

Date: March 10, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: May 16, 2014 Return Date: May 16, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Contractors Class and ALTIST Auto Dealers/Garages Class.
Attendee Will earn 8 hrs. toward annual 40 Hr. CRE Certification Requirement

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$267.96 Advance Registration Required: \$160.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$160.00 total for the two classes to be direct billed to
Montgomery County Commission Tax & Audit Department by Auburn University
Center for Governmental Services. Meals \$15. Mileage \$92.96.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 03/17/14 reimbursement of actual and necessary expenses in the
approximate amount of \$267.96 and advance registration of \$160.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$3,929.88</u>
Budget Available:	<u>\$4,070.12</u>
Current Requests:	<u>\$267.96</u>
Budget Balance:	<u>\$3,802.16</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/10/2014

cc: Finance Director / Buyer

17-1

Revised (03/15/13) 3002

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAR 17 2014

Date: March 10, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: May 7, 2014 Return Date: May 9, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend ALTIST CRE Course II: Minimum Examination Program Class to be held in Hoover, AL. Attendee to earn 20 CPE hours to apply toward obtaining initial CRE designation. First of four classes required to earn CRE certification.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$642.96 Advance Registration Required: \$225.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$225 to be direct billed to Montgomery County Commission Tax & Audit Department by Auburn University Center for Governmental Services. Lodging \$225 Meals \$100. Mileage \$92.96.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 03/17/14 reimbursement of actual and necessary expenses in the approximate amount of \$642.96 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$3,929.88</u>
Budget Available:	<u>\$4,070.12</u>
Current Requests:	<u>\$910.92</u>
Budget Balance:	<u>\$3,159.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/10/2014

cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

MAR 17 2014

Date: March 10, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: July 11, 2014 Return Date: July 11, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Special Issues for Sales and Use Tax Class to be held in
Hoover, AL On July 11, 2014. Attendees Will Each Earn 8 CPE Hrs. Toward
Their Annual CRO and/or CRE Certification Requirements.

Traveler (s) Name: 1. Courtney Oates 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$342.96 Advance Registration Required: \$220.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$110/each totaling \$220 to be direct billed to Montgomery
County Commission Tax & Audit Department by Auburn University Center for
Governmental Services. Meals \$30. Mileage \$92.96 (Traveling Together).

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 03/17/14 reimbursement of actual and necessary expenses in the
approximate amount of \$342.96 and advance registration of \$220.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$3,929.88</u>
Budget Available:	<u>\$4,070.12</u>
Current Requests:	<u>\$1,253.88</u>
Budget Balance:	<u>\$2,816.24</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/10/2014
cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 17 2014

Request # 16

Date: March 13, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Shelby County, Alabama
Departure Date: March 25, 2014 Return Date: March 25, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Explorer Advisors Association

Traveler (s) Name: 1. Corporal Cedric Leonard 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: No expenses involved in this travel.

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 03/17/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$10,628.50</u>
Budget Available:	<u>\$14,371.50</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$14,371.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/13/2014
cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

MAR 17 2014

Date: March 6, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: April 9, 2014 Return Date: April 10, 2014
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Train the Trainer Course

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$125.44 Advance Registration Required: \$0.00
Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage \$125.44

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 03/17/14 reimbursement of actual and necessary expenses in the
approximate amount of \$125.44 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$7,847.35</u>	
Budget Available:	<u>\$22,152.65</u>	
Current Requests:	<u>\$125.44</u>	
Budget Balance:	<u>\$22,027.21</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/7/2014
cc: Finance Director / Buyer

17-5

MAR 17 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Mosquito Control	REVIEWED:	S. Thomas	3/11/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	3/11/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Miscellaneous Supplies	001-55600-219	25,000	(194)	24,806
Travel, Registration & Training	001-55600-265	1,100	194	1,294
TOTAL		26,100	0	26,100

JUSTIFICATION:

To cover the additional cost of the Alabama Vector Management Society Annual Meeting.

MAR 17 2014



ENVIRONMENTAL
MATERIALS
CONSULTANTS, INC.

PROJECT AUTHORIZATION FORM

Project Name: Airborne Mold Testing & Duct Observations Date: March 12, 2014

Project Location: Intake Offices, Montgomery County Youth Facility, Montgomery, AL

Background: The offices at the southwest corner of the Montgomery County Youth Facility were vacant for about a year, and were then reoccupied last December. At that time a black substance was observed on computer equipment that had been stored in one office, and since that time that black substance has been observed in other offices that are within that HVAC zone. That black substance appears to be coming from the HVAC registers, and because several employees have experienced health issues since they were moved to that area, there is concern that the black substance is mold, and that it is contributing to their health problems.

Proposed Services and Costs: I propose the following services in an attempt to evaluate mold within the southwest corner. 1) Perform observations of the interior of the ductwork and VAV boxes at several locations within that HVAC zone, in an attempt to identify the source of the black substance. 2) If I find the black substance, collect up to two samples of it, and have those samples analyzed for mold. 3) Collect/analyze three airborne particulate samples from within the southwest offices, and for comparison two from outside the building, and have those five samples analyzed for mold. 4) Prepare a report that presents my findings and recommendations. The cost of this work will be \$1,720.

Notes and Comments: 1) To access the interior of the ducts and VAV boxes I expect to cut out pieces of duct board. After making observations I will replace those pieces, and seal the edges with foil tape. I may also disconnect flexible duct from VAV boxes, and will reconnect after making observations. 2) I am not aware of any regulatory standards regarding airborne mold concentrations in office environments. Because there are no regulatory standards the indoor airborne mold concentrations will be compared with those outside the buildings. 3) Because every person has their own unique sensitivities to mold, I will not likely be able to include in my report definitive statements about potential health impacts. 4) The proposed testing and observations will provide a snapshot of conditions at each sampling/observation location and time. Mold concentrations are likely to be different at different locations and times.

Prepared By: W. Haynes Kelley, Jr.

W. Haynes Kelley, Jr., P.E. / President

The proposed services presented above are authorized and the Terms and Conditions shown on the back of this form are accepted.

Print or type Client Name (individual, firm or corporation)

Client Address

Signature of Authorized Representative

Date

Print or type Name of Authorized Representative and Title

2027 CHESTNUT STREET • MONTGOMERY, ALABAMA 36106-1110 • 334-265-4000

19-1

SCOPE OF SERVICES: Environmental-Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT retains the right to request that timely payment of ENGINEER'S unbilled and unpaid invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. ENGINEER's invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. If CLIENT fails to pay an additional charge of one-and-one-half percent for the late payment, CLIENT shall pay an amount equal to the invoice amount plus the maximum percentage allowed by law, whichever is lower of the invoice amount per month plus the maximum percentage allowed by law, for any payment not made within this time period. ENGINEER's rates, including reasonable attorney's fees, for any payment not made within this time period, shall be subject to change and shall be in effect from the date of the invoice. CLIENT's payment thereafter shall be required to pay the undisputed amount of the principal amount. Payment of invoices is in no case subject to unrelated accounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any withdrawal on the part of ENGINEER. CLIENT to finance CLIENT's operation, and no such withdrawal shall be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other rights against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER and ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any overhead costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include the cost of any equipment owned by ENGINEER, and any other ENGINEER'S fees and expenses. ENGINEER's professional judgment shall govern the amount of any such costs. In the event of a dispute, the propriety of this AGREEMENT, and at its sole discretion, that CLIENT go to a neutral third party to resolve the dispute. CLIENT shall be responsible for the cost of the assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the written notice, irrespective of which party shall effect termination or the cause of termination. Upon termination, CLIENT shall pay to ENGINEER, terminate any retained fee, and shall pay to ENGINEER for services rendered and/or equipment furnished up to the time of termination, as well as those associated with termination and/or disposition of equipment, decontamination, and/or disposal of equipment or materials.

10. DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon the accuracy and completeness of such information furnished by CLIENT under this AGREEMENT. However, ENGINEER assumes no responsibility or liability for their inaccuracy or incompleteness. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as part of this AGREEMENT shall be ENGINEER's sole property. CLIENT agrees that if documents are not returned upon demand and will not be used by CLIENT for any purpose whatsoever, CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed without any prior written consent from ENGINEER. CLIENT's prior written consent shall not constitute any release of liability or responsibility, and distribution shall be at CLIENT's sole risk and without liability or cost to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any constituents existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT by virtue of ENGINEER's use of this AGREEMENT or of providing services hereunder. ENGINEER does not assume control of, or responsibility for, the use of the person in charge of the site, or

understander responsibility for reporting to any Federal, State or local public agencies any release of hazardous materials that may present a danger to public health, safety or the environment. The release of hazardous materials from a Federal, State or local public agency must be reported to the appropriate Federal, State or local public agency as required by law or otherwise to disclose, in a timely manner, information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CQUEST agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein.

(d) Allegations that ENGINEER is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a reevaluation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as it is practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

REIMBURSEMENT OF ENTRY. CLIENT shall provide for ENGINEER, upon entry from time to time, the use of any and all real and personal property owned by CLIENT and/or others in order for ENGINEER to fulfill the obligations of this Agreement. CLIENT understands that the use of exploration equipment may cause some damage. The destruction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions may require the use of exploration equipment and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and its agents, for the defense, indemnity and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's performance of its obligations under this Agreement. CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury to persons or damage to property suffered by third parties, including but not limited to, pipes, tanks, telephone cables, etc.) which are not called to ENGINEER's attention in writing and expressly shown on the plans furnished by CLIENT. CLIENT in connection with work performed under this AGREEMENT, CLIENT recognizes that the use of exploration and test equipment may unavoidably affect other equipment in the area and the site. CLIENT accepts the fact that this is inherent to the work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER'S Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximate.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples.

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudent and good judgment should be applied in selecting and following disposal procedures. Due to the fact that ENGINEER is not a hazardous waste handling or disposal contractor, CLIENT should be responsible for determining, identifying, and segregating all hazardous waste materials, and should immediately and hold ENGINEER harmless from any claim or liability for injury, loss, or damage arising from ENGINEER's containing, labeling, transporting, testing, sorting or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The essence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER does not intend to include a representative of the contractor in the field. The contractor has the responsibility to provide the field personnel to observe and test the construction. The contractor should be advised that the consultant will not be responsible for the observation and testing by ENGINEER field representative nor for the undiscovered in contractor work. It is agreed that ENGINEER will not be responsible for the observation and testing of the project and that ENGINEER does not have the responsibility of the supervisor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employers' liability insurance for ENGINEER's employees as required by State law. Included in such public liability insurance are coverage for general liability with limits of \$1,000,000 and coverage for automobile liability insurance with limits of \$1,000,000. A Certificate of Insurance can be obtained from the insurer evidencing such coverage. ENGINEER will not be liable or responsible for any damages, damage or liability beyond the amounts, limits, coverage or conditions of any such insurance policy maintained by ENGINEER. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or components installed at or from CLIENT's facility before, during or after the services of this AGREEMENT, such suit or claim shall be defended by ENGINEER. If successful, the defense of this suit or claim shall be subject to the health condition to any third party or resulting in cost for remedial action, injury or death, bodily harm or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, if CLIENT, with ENGINEER's concurrence, wish select, hire and pay an attorney to defend any such suit or claim, they will pay Court costs for which CLIENT may be liable in any such suit or claim. The fee for such attorney shall be paid by CLIENT. Providing it is reasonable and professional standard, which will be provided by CLIENT. Providing it is reasonable and professional standard, which will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that their total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or tortious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then, CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including but not limited to, ENGINEER'S personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of all witnesses, and the cost of any deposition, trial, appeal, or other proceedings. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim, when any judgment is rendered in its favor for a sum of money less than the maximum amount offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of the entire understanding and agreement between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

Donald Mims

From: Donald Mims
Sent: Wednesday, March 12, 2014 9:43 PM
To: Tammy Nix
Cc: Scott Kramer
Subject: FW: Youth Facility
Attachments: proposal.pdf; ATT00001..htm

Thur Memo – W/Rules

From: Scott Kramer
Sent: Wednesday, March 12, 2014 9:31 PM
To: Donald Mims; Tammy Nix
Subject: Fwd: Youth Facility

Donnie, please see attachment and email below related to the health concerns at the Youth Facility. Can you present this info and consider requesting this as a waived rules item?

Sent from my iPad

Begin forwarded message:

From: "Haynes Kelley" <hkelley@emcinc.net>
To: "Scott Kramer" <ScottKramer@mc-ala.org>
Subject: Youth Facility

Scott,

I spoke with Platt Boyd about the HVAC ducts in the front zone at the Youth Facility. The boxes are VAVs, which contain heating/cooling coils to adjust the air temperature, and a damper to control air flow. He indicated that in many areas the ducting between the high pressure trunk and the VAV boxes is constructed of duct board. Based on that information I believe duct and VAV box cleaning is likely to solve the "black stuff" issue until the new ductwork is installed. I have attached a proposal for airborne mold testing, and duct/VAV observations. Call or email if you have questions about any of this.

Haynes

MAR 17 2014



March 12, 2014

Donald L. Mims, CPA, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Subject: Asbestos Survey
Montgomery County Youth Facility
EMC Proposal MA-14-112

Dear Mr. Mims:

I am pleased to submit this proposal to perform an asbestos survey of the Montgomery County Youth Facility, at 1111 Air Base Boulevard in Montgomery. This proposal presents my understanding of the project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

Renovations are planned for the Montgomery County Youth Facility. Prior to commencement of renovation activities an asbestos survey must be performed so that asbestos materials can be dealt with properly before and/or during renovation. Although an asbestos survey and subsequent asbestos removal were performed in the early 1990s, only partial records of that work are now available. Because new materials have been added to the building, and because survey/removal standards have changed over the last twenty years, an updated survey is required.

PROPOSED SERVICES

I propose the following services to evaluate the building for asbestos-containing building materials:

- Perform a survey of the building to discover building materials that are considered suspect to contain asbestos. All survey work will be performed in general accordance with methods recommended by EPA.
- Collect samples of those suspect building materials. Our sampling procedures will generally follow those established by the Asbestos Hazard Emergency Response Act.
- Analyze the samples by polarized light microscopy (PLM) coupled with dispersion staining. This technique is the EPA's preferred method of identifying asbestos in building materials.
- Prepare a brief report that presents our findings.

NOTES AND COMMENTS

I expect our on-site survey work will take one or two days and request that EMC's survey personnel be allowed/provided access to all areas of the building.

The proposed scope of the survey is limited to the main building, and does not include any of the portable buildings, or other structures that are considered to be part of the Youth Facility. If any of those other buildings/structures need to be included please advise me and I will revise this proposal.

EMC's survey will be limited to exposed materials. We will not perform demolition of walls, ceilings, floor coverings, ductwork or insulations to observe or sample underlying building materials. We will lift lay-in ceiling tiles occasionally to observe areas above, and where corners are accessible, we will attempt to identify and sample underlying flooring by lifting the carpet in one corner of each major room. Identification of suspect materials above ceilings can be hindered by insulation, ductwork, piping and other mechanical components, and it is possible that suspect materials that are "hidden" behind mechanical components will not be identified. Identification of underlying flooring is difficult because it is frequently obscured by carpet adhesive. We will presume that the underlying flooring we note at the location we check is representative of the entire room.

We will not enter crawlspaces, vessels or other areas that we believe may meet OSHA's definition of a confined space. We will attempt to identify and sample any suspect materials in those areas from their openings. We will bring to the site our six-foot stepladder and our sixteen-foot extension ladder. Areas of the building that cannot be safely accessed with those ladders will not be included in the survey and identified suspect materials that cannot be safely sampled from the floor or by using those ladders will be assumed to contain asbestos.

Collecting samples of suspect roofing materials usually requires cutting holes in the roof, which can cause leaks and void the roofing bond. I understand that re-roofing is included in the scope of the renovation, and so I have included sampling/analyses of suspect roofing materials. EMC will temporarily patch our roof sampling locations with roofing cement. If better patching is required the County must employ a roofing contractor to provide that service.

Collecting samples for asbestos analysis requires that we cut and remove small pieces of the suspect materials. We will not patch or repair our sampling locations, except where we sample roofing materials.

Studies have revealed that PLM may not be an appropriate method for identifying small asbestos fibers within vinyl floor tiles. For that reason floor tiles that are not shown to contain asbestos by PLM will also be analyzed by transmission electron microscopy (TEM), a method that will detect the smaller fibers.

Determination of whether a suspect material contains asbestos will generally be based on analyses of the minimum number of samples allowed by the EPA's ASHERA regulations. Because of variations in the composition of some materials, and our inability to visually identify those variations, it is possible that not all asbestos-containing materials will be identified by our survey.

When even a trace of asbestos is detected by standard PLM analysis EPA requires that material be considered an "asbestos-containing material" (ACM) unless proven not to contain greater than 1% asbestos by PLM point counting analyses. I have not included fees for PLM point counting. Materials that are shown to have any amount of asbestos by standard PLM will be considered ACM. The lab will retain the samples for ninety days and subsequent point counting analyses can be performed if desired.

As required by EPA's ASHERA regulations all asbestos survey and sampling work will be performed by an accredited asbestos inspector.

FEES

Our fee for the asbestos survey will be \$2,380 plus \$15 for each sample analyzed by PLM and \$85 for each sample analyzed by TEM. Based on my brief pre-proposal observations this morning I anticipate that we will analyze about one hundred samples by PLM, and two or three by TEM.

ADDITIONAL SERVICE

If needed, EMC can provide lead paint testing at the Youth Facility, and include that data in our report. If lead paint testing is performed in conjunction with the proposed asbestos survey the additional cost will be \$840. Please indicate in the special instructions of the Proposal Acceptance Sheet if you desire EMC to perform lead paint testing.

AUTHORIZATION

I hope this proposal meets with your approval. In order that we may complete our contract, please sign and return a copy of the attached Proposal Acceptance Sheet. This will give EMC formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the acceptance sheet. Please note that the Terms and Conditions attached to this proposal are an integral part of our contract.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or comments about it.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr. P.E.
President

enclosures

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Asbestos Survey
Project Name: Montgomery County Youth Facility
Project Location: 1111 Air Base Boulevard, Montgomery, AL
Proposal No. and Date: MA-14-112 March 12, 2014

CLIENT:

Name: The Montgomery County Commission
Address: P. O. Box 1667
Montgomery, AL 36102-1667
Attention: Mr. Donald L. Mims

SPECIAL INSTRUCTIONS: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 20 _____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

SCOPE OF SERVICES. Environmental Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT'S sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, and any portion of the invoiced amount in dispute and remitted in favor of CLIENT. CLIENT shall pay any amount previously applied to accrued interest and then to the principal unpaid amount. Payment shall be made subject to the usual banking practices of accounting or set-offs by CLIENT. Application of any withholds on account as a consequence of CLIENT's late payments does not constitute any withholds on account by ENGINEER as part to finance CLIENT's operation, and no such withholds should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to terminating or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any out-of-pocket costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include completion analysis and records necessary to document any delays. Any time payment by CLIENT is not made within the time specified, ENGINEER may require, at any time during the pendency of this AGREEMENT, that CLIENT post a performance bond or other security fully insured by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of written notice of termination, irrespective of which party initiates termination; hereinafter, "CLIENT shall within thirty calendar days of termination." Coasts shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

CLIENT DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, drawings, specifications, documents and other information deemed necessary, in order for ENGINEER to perform the services required under this CLIENT-ENGINEER AGREEMENT. ENGINEER may rely upon the accuracy of the documents and information furnished by CLIENT. CLIENT understands that ENGINEER assumes no responsibility or liability for their inaccuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as a component of the design services provided to CLIENT, shall be deemed to be the property of CLIENT. CLIENT's agents or designers, if not paid for, will be returned upon demand to CLIENT. CLIENT further agrees that the documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed, whether in print or electronic form, for any purpose, without ENGINEER's prior written consent. Any reproduction or distribution shall be at CLIENT's sole risk and at liability of CLIENT. Any reproduction or distribution of any part of the documents shall be at the sole risk and liability of CLIENT.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume any control of, or responsibility for, the site or the person in charge of the site or

any Federal, State or local public agencies any conditions that may present a potential danger to public health, safety or the environment. The Engineer agrees to report any such public health, safety or environmental conditions as required by law or otherwise, and to take any action that may be necessary to prevent any danger to health, safety or the environment in connection with hazardous waste. ENGINEER agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

- (b) **CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;**
(c) **CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents bound or identified at the site;**
(d) **Changed conditions or hazardous substances or constituents discovered at the site by CLIENT or third persons before or after the completion of services hereunder;**
(e) **Allegations that ENGINEER as a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation law.**

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that in the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety and/or the environment. ENGINEER agrees to notify CLIENT as soon as it is practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER, personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or damage arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER, upon entry from time to time, access to and use of all real and personal property owned by CLIENT and/or others in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and its subsidiaries, affiliates, agents, and independent contractors, for any claim or liability for damage or injury to or loss allegedly arising from procedures associated with ENGINEER's work under this AGREEMENT. CLIENT agrees to compensate ENGINEER for any time spent on any claim or liability incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures (including, but not limited to, pipes, tanks, telephone cables, etc.) which are not called out to ENGINEER's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect the terrain and offset subsurface, vegetation, buildings, structures and other equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to the nature of the work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER'S Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them. Unless otherwise specified, all samples shall be retained by the ENGINEER. If, for any reason, other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples.

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and disposing of contaminated materials. CLIENT understands that ENGINEER is not responsible for the manner in which CLIENT disposes of materials, and to defend, indemnify and hold ENGINEER harmless against any claims, damages, losses or expenses arising from ENGINEER's containing, labeling, transporting, testing, storing or otherwise handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for all time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's personnel will be required to observe and test the contractor's work. The contractor should be advised that the presence of ENGINEER's field personnel should also be informed that neither the presence of ENGINEER field representative nor the observation and testing by ENGINEER shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for the safety or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER, employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and comprehensive automobile liability insurance with limits of \$1,000,000. A Certificate of Insurance can be provided for any purposes endorsing such coverage. ENGINEER will not be liable or responsible for any amounts, limits, coverage or conditions of any such insurance policy. ENGINEER agrees to defend, hold harmless and indemnify against ENGINEER alleged exposure to or damage from material, elements or components of any structure or facility, or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, nonrecoverability of the property or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, ENGINEER, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit and will pay, on ENGINEER's behalf, any judgment or settlement in any such suit and will pay, on ENGINEER's behalf, any costs and expenses of such suit and defense, including reasonable and professional defense fees, which will be provided by CLIENT according to the prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that their total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise by or on behalf of CLIENT or any alleged agent, omission or iniquitous act arising out of the performance by or on behalf of ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including but not limited to, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of expert witnesses. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim, and that it is for a sum of money less than the amount of the claim. In the event of a judgment or verdict offered in writing by ENGINEER to resolve the matter prior to completion of the claim, the sum of money shall be the amount of the claim.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all obligations of NONCONEE shall survive the termination or expiration of this AGREEMENT. All obligations of this AGREEMENT allocating responsibility or liability between CLIENT and NONCONEE shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTERPRETATION. This AGREEMENT comprises a final and complete repository of the entire understanding and agreement between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

Donald Mims

From: Haynes Kelley [hkelley@emcinc.net]
Sent: Wednesday, March 12, 2014 1:56 PM
To: Donald Mims
Subject: Re: MCYF
Attachments: proposal.pdf; ATT00001..htm

Donnie,

My proposal is attached. We can start this work as early as tomorrow if needed.

I have included an option for lead paint testing. Please let me know if that is needed.

Haynes

W. Haynes Kelley, Jr., P.E.
Environmental-Materials Consultants, Inc.
334-265-4000 (v)
334-265-4043 (f)
hkelley@emcinc.net

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you received this transmission in error please do not read or distribute it. Instead, please notify me immediately by return e-mail and promptly delete this message and its attachments from your computer system.

BID RESULTS
FOR
INVITATION TO BID NO. 52110-13B-006, INMATE FOOD SERVICE
MONTGOMERY COUNTY, ALABAMA DETENTION FACILITY

<u>POPULATION</u>	<u>A'VIANDS SVCS.</u>		<u>CBM MANAGED SVCS.</u>		<u>TRINITY SVCS GROUP</u>		<u>ABL MGMT.</u>	<u>FIVE STAR</u>	
	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	
500-549	.838	.863	.890	.912	0.866	0.891	.8882	.9060	.918 .928
550-599	.823	.848	.882	.904	0.846	0.867	.8716	.8890	.895 .905
600-649	.796	.820	.860	.882	0.837	0.856	.8576	.8748	.878 .888
650-699	.773	.796	.845	.866	0.825	0.842	.8457	.8626	.864 .874
700-749	.747	.754	.820	.841	0.815	0.829	.8354	.8521	.854 .864
750-799	.724	.731	.800	.820	0.806	0.818	.8265	.8430	.843 .853
800-849	.704	.711	.755	.774	0.798	0.808	.8186	.8350	.827 .837
850-899	.696	.696	.746	.765	0.791	0.800	.8116	.8278	.819 .842
900-949	.690	.690	.730	.748	0.785	0.792	.8054	.8215	.812 .835
950-999	.684	.684	.725	.743	0.780	0.785	.7999	.8159	.803 .828
TOTAL									
	\$7.475	\$7.593	\$8.053	\$8.255	\$8.149	\$8.289	\$8.3605	\$8.5277	\$8.51 \$8.65
TOTAL PRICE									
1ST & 2ND YEAR	\$15.068		\$16.308		\$16.44		\$16.8882		\$17.16

DISTRICT ATTORNEY
POSITION FILL REQUEST

ORIGINAL

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda Cape

POSITION TITLE: Secretary

POSITION NO: 428055002

PROPOSED EFFECTIVE DATE: 4/7/14

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: A04-01

SALARY RANGE: \$27,401-\$39,005

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____

Date: _____

() Payroll entered by: _____

Date: _____

ORIGINAL

SUPERVISOR: Rhonda Cape

POSITION NO: 410002002

PROPOSED EFFECTIVE DATE: 4/1/14

TYPE OF APPOINTMENT: ☒ **PERMANENT** ☐ **TEMPORARY**

(X) OPEN

() TRANSFER

() PROMOTION

(X) PROMOTION/TRANSFER

PAY GRADE: A10-01

SALARY RANGE: \$53,523-76,192

(x) **Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

(x)Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

() APPROVED

() DISAPPROVED

Funding

3 SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

() Manpower data entered by:

Date:

() Payroll entered by:

Date:

Resolution

Resolution of the Montgomery County Commission in Support of the District Attorney's Office for the Fifteenth Judicial Circuit of the State of Alabama Policy Requiring HIV Testing of Defendants Charged with Sexual Assault Crimes Within 48 Hours of Indictment

WHEREAS, the State of Alabama permits, but does not have a time requirement, for testing criminal defendants charged with specific sex-related crimes for sexually transmitted diseases, including human immunodeficiency virus (HIV), at the request of a victim and pursuant to Alabama Code § 15-23-101 and 102 (1975); and

WHEREAS, the District Attorney's Office for the Fifteenth Judicial Circuit of Alabama has a policy requiring that such testing be performed within 48 hours of indictment; and

WHEREAS, the United States Department of Justice requires recipients of certain Office on Violence Against Women grants, including the Grants to Encourage Arrest Policies and Enforcement of Protection Orders program, to perform the human immunodeficiency virus (HIV) testing within 48 hours of indictment; and

WHEREAS, the Montgomery County Commission is a recipient of the Office on Violence Against Women Grants to Encourage Arrest Policies and Enforcement of Protection Orders program (Grant Award Number 2011-WEAX-0028), which includes a Special Condition requiring grantees to certify that their State or unit of local government has a law or regulation as described herein.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission supports, promotes, and otherwise encourages compliance with the District Attorney's Office for the Fifteenth Judicial Circuit of Alabama policy that, at the request of the victim, and pursuant to Alabama Code § 15-23-101 and 102 (1975), in all cases where a defendant is charged by indictment with a crime where by force or threat of force the defendant compels the victim to engage in sexual activity, the defendant shall be tested for the human immunodeficiency virus (HIV) within 48 hours of indictment.

We hereby certify that the above Resolution
was adopted by the Montgomery County Commission
on this, the _____ day of _____, 2014.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DAN HARRIS

COMMISSIONER REED INGRAM

COMMISSIONER RONDA M. WALKER

COMMISSIONER JILES WILLIAMS, JR.

**ALABAMA DEPARTMENT OF TRANSPORTATION****Bureau of County Transportation**

1409 Coliseum Blvd., Montgomery, Alabama 36110-2080

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>

Robert Bentley
Governor

John R. Cooper
Transportation Director

March 14, 2014

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

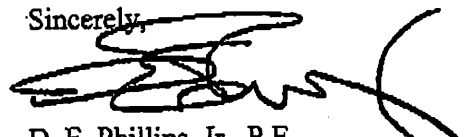
RE: STPMN-7717()
MCP 51-70-12P
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of preliminary engineering costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



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

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. Steve Graben
Mr. George Speake
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

**AGREEMENT FOR
PRELIMINARY ENGINEERING (PE)
ON A FEDERAL MPO PROJECT**

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

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and MONTGOMERY COUNTY; FEIN 63-6001653, hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering for the resurfacing of CR-626 (Vaughn Road) from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway). Length - 4.40 miles. Proj #STPMN-7717(), MCP 51-70-12P, CPMS Ref #100059912.

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

- (1) This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans approved by the STATE.
- (2) The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost. Plans will be prepared by the COUNTY and approved by the STATE.
- (3) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.
- (4) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

-2-

- (5) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. The project will be limited to \$ 272,000.00 Federal MPO Funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal MPO Funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal MPO Funds (Montgomery Area Dedicated)	\$ 272,000.00
County Funds	<u>68,000.00</u>
Total	\$ 340,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

- (6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (7) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The COUNTY will submit reimbursable invoices for work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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.

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

RESOLUTION NUMBER _____

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

Preliminary engineering for the resurfacing of CR-626 (Vaughn Road) from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway). Length - 4.40 miles. Proj #STPMN-7717(), MCP 51-70-12P, CPMS Ref #100059912;

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

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

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

20 _____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

-4-

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY: _____

Chairman (Signature)
Montgomery County Commission_____
Type Name of Clerk_____
Type Name of Chairman

RECOMMENDED:

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION_____
State County Transportation Engineer
D.E. Phillips, Jr., P.E._____
Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation_____
Transportation Director
John R. CooperTHE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ONTHE DAY OF , 20 ._____
GOVERNOR OF ALABAMA
ROBERT BENTLEY

-3-

- (11) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (13) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (14) The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.
- (15) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (16) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (17) Exhibits M and N are attached and hereby made a part of this agreement.
- (18) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

MAR 17 2014

Tammy Nix

From: Bruce Howell
Sent: Friday, March 14, 2014 2:51 PM
To: Rickey.Porter@schneider-electric.com; Donald Mims
Cc: PBoyd@sslarch.com; Ken.Wheat@schneider-electric.com; Tammy Nix
Subject: RE: PC12P0148 Montgomery County Youth Facility Materials/Equipment Salvage

After reviewing both options I feel that the few dollars realized from some old used copper in the building is offset by the tremendous amount of other debris that we (County) would have to collect and pay to remove. My recommendation is to give Schneider the salvage rights on their part of the contract.

Bruce R. Howell

From: Rickey.Porter@schneider-electric.com [Rickey.Porter@schneider-electric.com]
Sent: Friday, March 14, 2014 12:39 PM
To: Donald Mims
Cc: Bruce Howell; Robert Hill; PBoyd@sslarch.com; Ken.Wheat@schneider-electric.com
Subject: PC12P0148 Montgomery County Youth Facility Materials/Equipment Salvage

Reference Document: Amendment to Contract #1 CO.pdf Exclusion number two on page 17 under the mechanical scope of work states the following:

"Customer is responsible for providing storage and containers for salvage materials to be disposed of by Customer."

Mr. Mims,

Schneider Electric assumes the customer's right to salvage. Salvage rights are typically exercised when Schneider Electric removes materials/equipment that has been recently installed and could be re-installed at other locations, kept for spares, or recycled. Montgomery County will have no materials/equipment to dispose of if salvage rights are declined. Schneider Electric will dispose of materials/equipment removed at no additional cost to Montgomery County.

Please reply to indicate if you will exercise or decline salvage rights to materials and equipment removed under this contract. If you choose to exercise salvage rights please provide storage containers by Wednesday of next week to prevent delays to the project schedule. Any equipment removed will be staged in the fenced-in lot provided to Schneider Electric for use during the project. Montgomery County will then be responsible for having the materials and equipment removed.

We will gladly work with the Montgomery County on either decision.

Thank you,

Rickey Porter | Schneider Electric | North America Operations | Project Manager II, Energy and Sustainability Services
Phone: +1 972 323 1111 | Mobile: +1 214 505 9039 | Fax: +1 972 323 5498
Email: rickey.porter@schneider-electric.com <<mailto:rickey.porter@schneider-electric.com>> | Site: www.schneider-electric.com/buildings <<http://www.schneider-electric.com/buildings>> | Address: 1650 West Crosby Road, Carrollton, TX 75006, USA

*** Please consider the environment before printing this email.

MAR 17 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 3/27/2014
DATE: 3/27/2014 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: *D L Mims* 3/27/14
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
A-KEEP	001-58100.498	0	5,000	5,000
Fund Balance	001.35900		-5,000	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	5,000

JUSTIFICATION:

To fund an appropriation to Alabama-Korea Educational Exchange Program (A-KEEP) a tax-exempt organization providing academic, educational and cultural exchange between Alabama and Korea. The appropriation will be used for the Global Youth Leadership Program.

MAR 17 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 14

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 3/27/2014
DATE: 3/27/2014 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: *S2 Mims* 3/27/14
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	368,507	2,500	371,007
Fund Balance	001.35900		-2,500	
TOTAL		368,507	0	371,007

JUSTIFICATION:

To provide funding to the Chamber of Commerce for economic development and tourism relative to the "Two Lines" Photographic study of Korea and Germany Nations Divided by War at the Rosa Parks Museum.

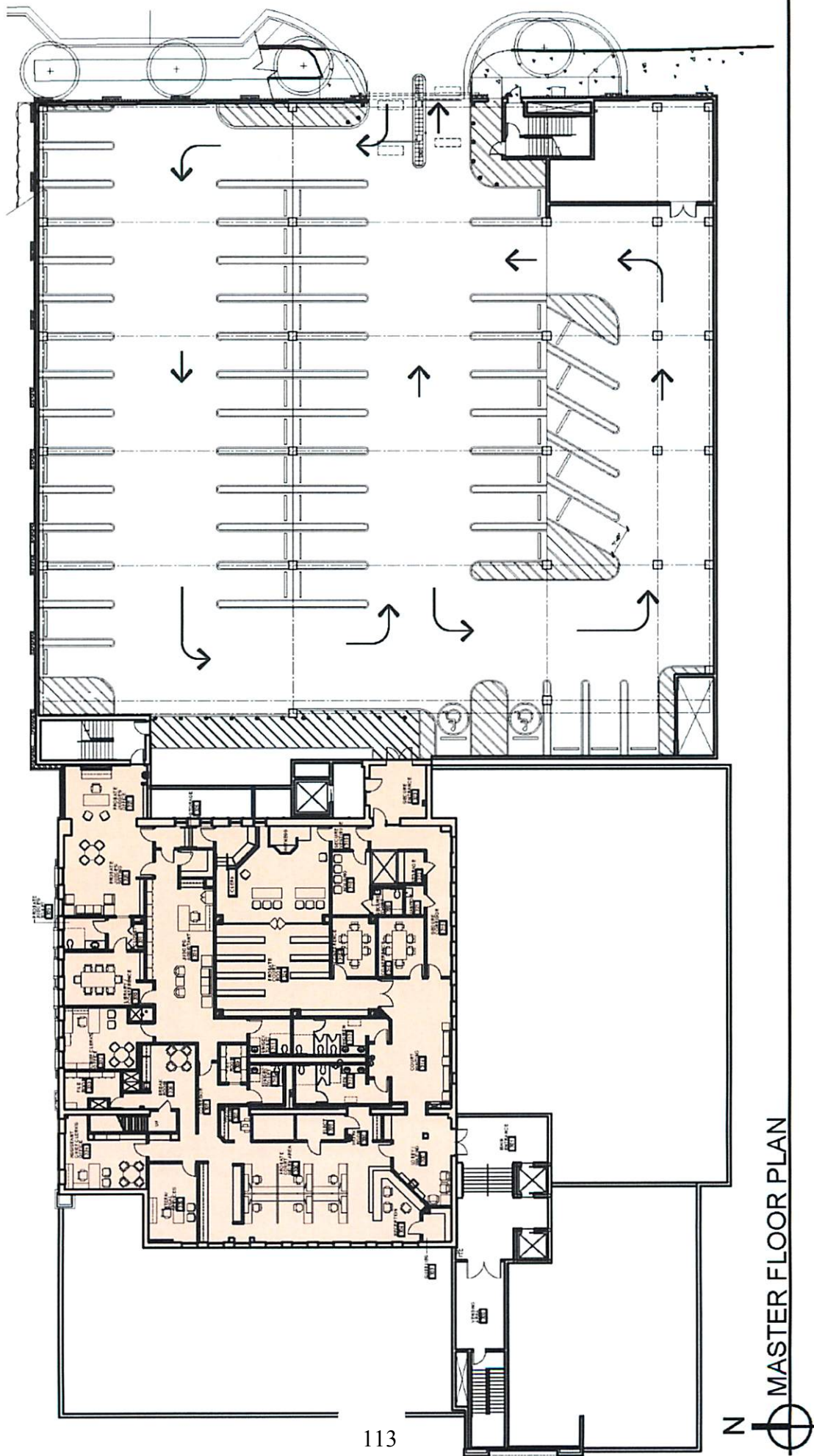


Probate Judge
Montgomery County Annex 3
3rd Floor
Montgomery, Alabama

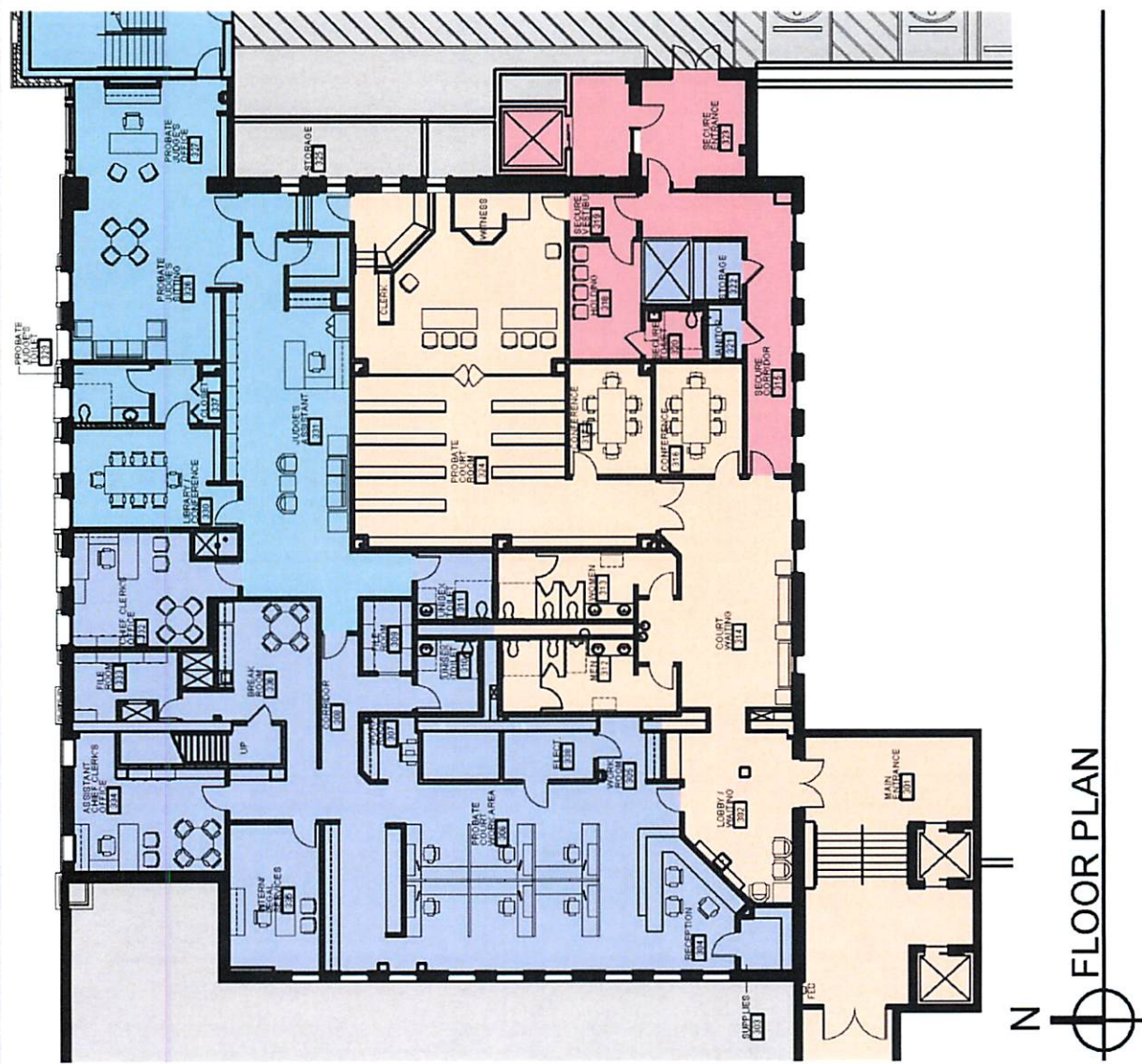
Agenda
MAR 17 2014

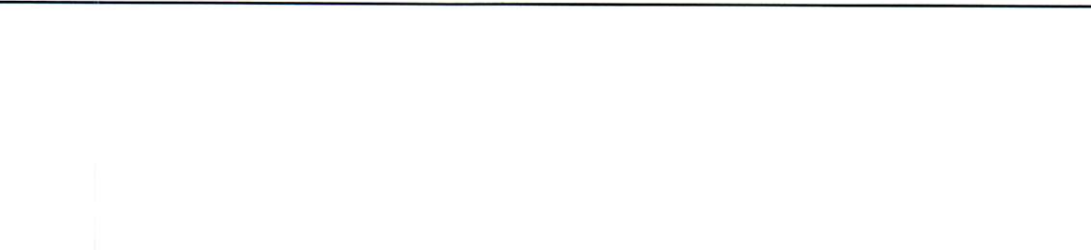


JMR+H Architecture, PC



MASTER FLOOR PLAN



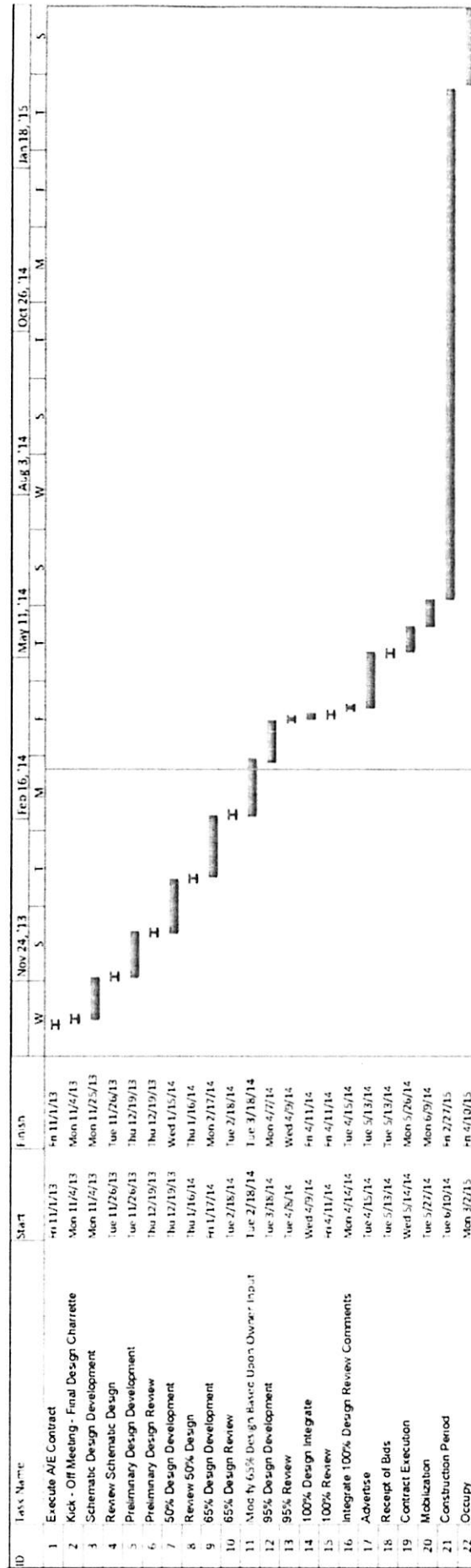




TOTAL PROJECT COST
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA
MARCH 17, 2014

Land Cost	\$0.00
Site Development	\$0.00
<u>Construction</u>	
Base Bid	901,179.00
Alternate No. 1	77,000.00
Contingency	96,821.00
Total Construction	<u>\$1,075,000.00</u>
Special IBC Testing	\$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increase for Renovation) (Estimated)	96,750.00
Anticipated A/E Reimbursables (Printing, Etc.)	5,000.00
Total A/E Fee and Reimbursables	<u>\$101,750.00</u>
Furniture, Fixtures and Equipment (Includes Interior Design Fee)	\$100,000.00
Security/Data	\$100,000.00
GRAND TOTAL	\$1,401,750.00

Welcome to MONTGOMERY COUNTY Alabama





STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

MAR 17 2014

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

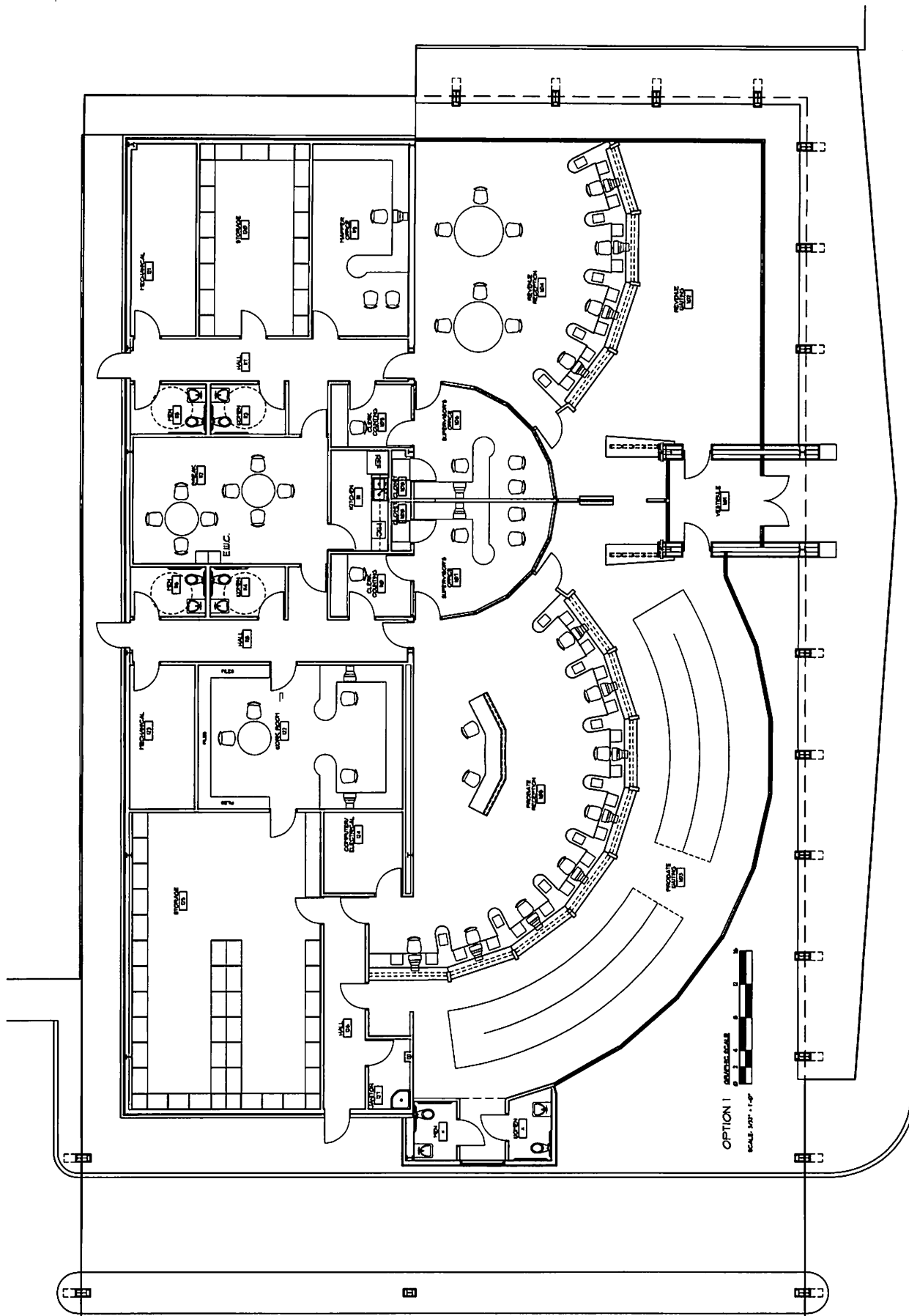
Date: 3/13/14

Re: Request to present ongoing projects for bathroom and remodeling upgrades to West Probate Office.

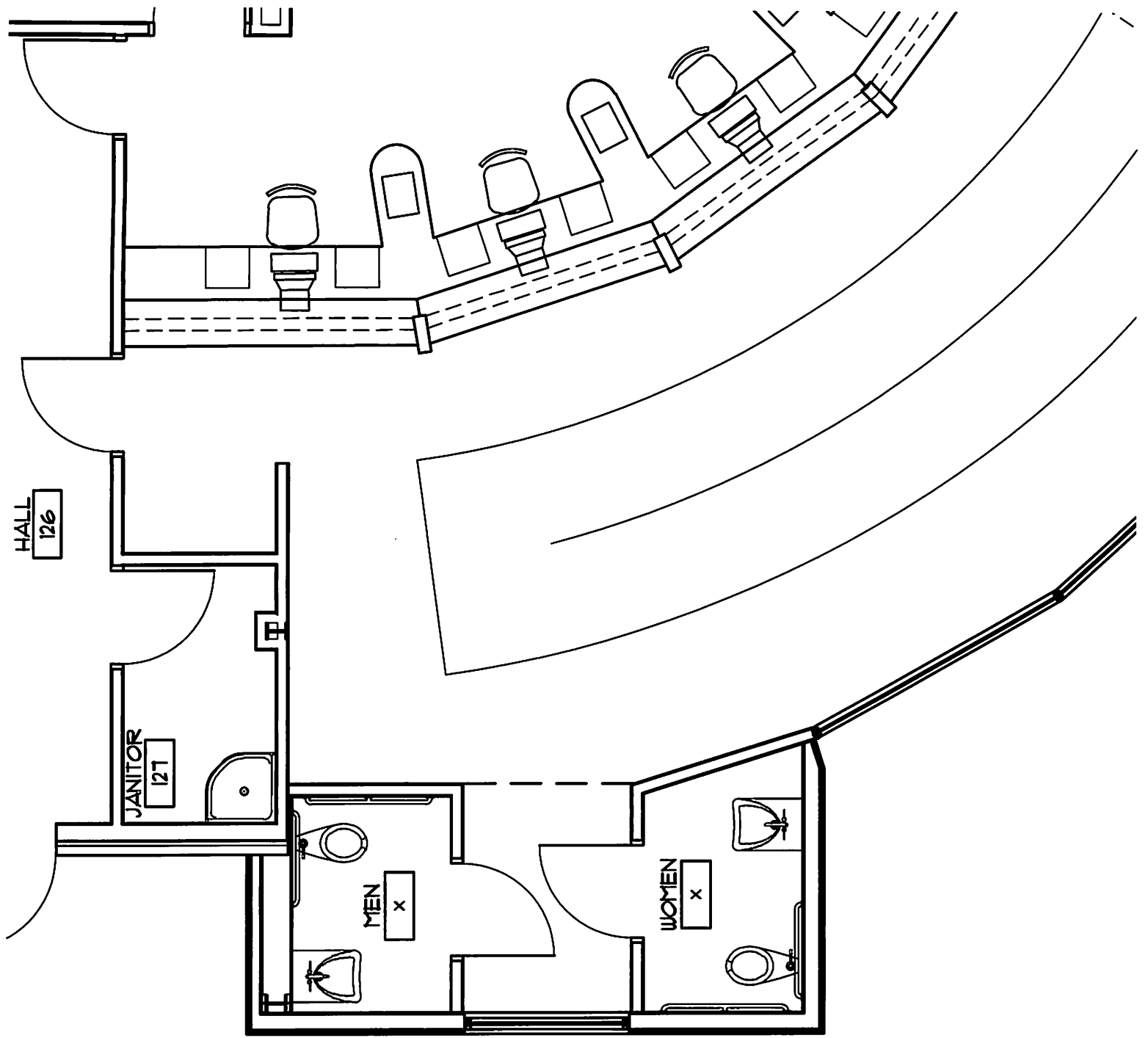
Donnie Mims and our office have been working with Seay Seay & Litchfield Architecture to design a bathroom addition to the West Probate Office.

We are also installing a new queuing system that will greatly improve the efficiency of our office. Seay Seay & Litchfield is helping us facilitate this installation by removing the existing metal line dividers and patching any damage to the floors caused by their removal.

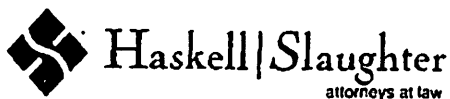
The estimated cost for this project is \$102,655.00



Proposed bathroom addition for West Probate Office



Bathroom detail



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 f. 334.264.7945

Agenda

MAR 17 2014

MEMORANDUM

March 4, 2014

TTH

TO: Donnie Mims
FROM: Thomas T. Gallion, III
RE: Duties of Montgomery County Commission Administrator

Per your request, I have done extensive work on the duties of the Montgomery County Commission Administrator. My research is outlined as follows:

1. In 1949 the Alabama Legislative passed Act No. 333. This Act provide for the appointment of a Clerk of the Montgomery County Board of Revenue. Several years later, the name of the Board of Revenue was changed, by law, to the Montgomery County Commission ("MCC") and the clerk's name to the Montgomery County Administrator. (See Exhibit "1" attached hereto).
2. In 1984, the MCC established and adopted a "Management Procedures Manual". Said manual was edited and updated in September 1995, July 2012 and November 2013. (See Exhibit 2 attached hereto).
3. Several years ago the MCC hired Mr. McPhearson to work with the County Attorneys to establish a Montgomery County Commission "Policy of Non-Interference of Merit System Employees Personnel Action". After the completion of said policy, the MCC adopted the policy by a unanimous vote. (See Exhibit 3 attached hereto).
4. The MCC and the County agencies governed therein are subject to the rules of the City-County Personnel Board. The above stated "Non-Interference" policy operates in conjuncture with the city-County Personnel Department.

Please note that the Montgomery County Management Procedures Manual, edited and updated 2012-2013, has paragraph 1-51 County Commission Policy of Non-Interference of Merit Employees' Personnel Actions. This policy states, "Montgomery County operates under the Montgomery City-County Personnel System established by the Alabama Legislative Act 528 of September 2, 1949, and Act 2280 of October 1, 1971. The City-County Personnel Department is governed by a three-member board. The personnel policies, under the auspices of Legislative Acts, established by the City-County Personnel Board of Directors, provide the basis that govern

personnel actions in Montgomery County. To ensure compliance with the above-cited statutes, it is the policy of the Commission not to interfere with the day-to-day personnel actions and decisions of merit-system employees. Such actions include, but are not limited to, hiring, discipline, evaluation and firing. All personnel actions are governed by the above-cited statutes and the rules and regulations promulgated by the City-County Personnel Board."

The above stated rules, regulations and law are clear as to the duties of the Administrator of the MCC at present.

I obtained the documents since the name was changed from the Montgomery County Board of Revenue to the Montgomery County Commission and from Clerk to Administrator. I found that beginning with H.W. Suddath in 1978 to present, that the Administrator appointed his/her deputy and said appointment was approved by the Personnel Director (See attached Exhibit 4). The Personnel Director approved the Administrator's choice on its documents and all documents and/or their contents were presented to the Commissioners.

I further checked regarding the law with Sonny Brasfield, Executive Director for the Alabama County Commission Association. He opined that I was correct as to the law governing the duties of the MCC Administrator.

The above reflects my in depth research into the duties of the Administrator for the Montgomery County Commission according to your request.

cc: Chairman Elton Dean
Attorney Tyrone Means

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

February 28, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion regarding Duties of the County Administrator

As County Administrator, I'm in the process of hiring a Deputy Administrator. In order to confirm the duties of the County Administrator relative to this hiring process, I'm requesting a written legal opinion regarding whether the Montgomery County Administrator has the authority to employ and discharge all employees in the office of the Commission, including the Deputy Administrator, but such employment shall be only to positions authorized by the Commission and at salaries set by the Commission or the City-County Personnel Department.

Attached are the following copies from the Montgomery County Management Procedures Manuals and Act No. 333, August 4, 1949:

1. State of Alabama Act No. 333, August 4, 1949, p. 493
2. County Commission Policy 1-24 County Administrator – Duties Edited and Updated September 1995, pp. 1-12 – 1-13
3. County Commission Policy 1-24 County Administrator – Duties Edited and Updated 2012-2013, pp. 18 - 20
4. County Commission Policy 1-3 Montgomery County Commission; Chairman; Administrator Edited and Updated 2012-2013, p. 1
5. County Commission Policy 1-51 Policy of Non-Interference of Merit Employees' Personnel Actions Edited and Updated 2012-2013, pp. 38 - 39

Please note that Act No. 333, Section 2 states "That the duties of the Clerk (County Commission Administrator) of the Montgomery County Board of Revenue (Montgomery County

Commission) shall be as follows: **H. He shall have authority to employ and discharge all employees in the office of the board** and all employees of the county who maintain, repair, or perform janitor service in the courthouse, jail, and other county-owned buildings; but such employment shall be only to positions authorized by the board and at salaries set by the board (Montgomery County Commission)."

Please note that both Montgomery County Management Procedures Manuals have paragraphs dealing with the position of County Administrator under section *1-24, County Administrator Duties*, Paragraph H, which states "**Have the authority to employ and discharge all employees in the office of the Commission** and all employees of the County who maintain, repair, or perform janitorial service in the Courthouse, Detention Facility, and other County-owned buildings; but such employment shall be only to positions authorized by the Commission and at salaries set by the Commission or the City-County Personnel Department." According to the manuals, these duties were established as per Act No. 333, August 4, 1949, p. 493.

Please note that the Montgomery County Management Procedures Manual, edited and updated 2012-2013, has paragraph *1-51 County Commission Policy of Non-Interference of Merit Employees' Personnel Actions*. This policy states, "Montgomery County operates under the Montgomery City-County Personnel System established by the Alabama Legislative Act 528 of September 2, 1949 and Act 2280 of October 1, 1971. The City-County Personnel Department is governed by a three-member Board. The personnel policies, under the auspices of Legislative Acts, established by the City-County Personnel Board of Directors, provide the basis that govern personnel actions of Montgomery County. To ensure compliance with the above-cited statutes, **it is the policy of the Commission not to interfere with the day-to-day personnel actions and decisions of merit-system employees. Such actions include, but are not limited to, hiring, discipline, evaluation and firing.** All personnel actions are governed by the above-cited statutes and the rules and regulations promulgated by the City-County Personnel Board. . ."

Please issue the written opinion by 4:00 p.m., Tuesday, March 4, 2014.

Act No. 332

S. 528—Cater

AN ACT

Relating to the salaries of the officers of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, to fix the salary of the Clerk of the Juvenile and Court of Domestic Relations—Montgomery County Alabama, and to fix the maximum amount of the respective salaries to be received by the Probation Officers of said Juvenile and Court of Domestic Relations—Montgomery County, Alabama.

Be It Enacted by the Legislature of Alabama:

Section 1. The salary of the Clerk of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, shall be \$2,220.00 per annum payable in twelve equal monthly installments out of the general fund of Montgomery County, Alabama.

Section 2. The Chief Probation Officer of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, shall receive a salary of not exceeding \$2,220.00 per year, and the Deputy Probation Officer of said Juvenile and Court of Domestic Relations—Montgomery County, Alabama shall receive a salary of not exceeding \$2,220.00 per year, the amount of the respective salaries to be received by said Probation Officers within the said limits shall be fixed and regulated as occasion may require by the Judge of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, which said respective salaries shall be payable monthly out of the general funds of said County.

Section 3. All laws and parts of laws in conflict with the provisions of this Act be and the same are hereby expressly repealed, but only to the extent of such conflict.

Section 4. This Act shall become effective upon its passage and approval by the Governor.

Approved August 4, 1949.
Time 11:42 A. M.

Act No. 333

S. 529—Cater

AN ACT

To provide for the appointment of a Clerk of the Montgomery County Board of Revenue; to prescribe his duties; to authorize the Montgomery County Board of Revenue to fix his compensation, the same to be payable out of the general fund of the county; and to provide for his official bond.

Be It Enacted by the Legislature of Alabama:

Section 1. That the Montgomery County Board of Revenue shall appoint a Clerk of said board, who shall perform the duties herein prescribed, under the direction of said board.

Section 2. That the duties of the Clerk of the Montgomery County Board of Revenue shall be as follows:

A. He shall attend all meetings of the board and shall keep a record of the proceedings and actions of the board.

B. He shall safely keep all records and documents of the board.

C. He shall prepare and present to the board all data pertaining to the responsibility of the board and all matters of business which come to his attention.

D. He shall install, maintain, and keep all accounting and reporting records required by law.

E. He shall prepare and present to the board for approval, not later than the second Monday of August of each year, an estimate of the revenues anticipated and of the required expenses for the several divisions of the county government for the next succeeding fiscal year.

F. Upon the adoption of a budget for the county by the board, he shall be responsible for the execution of the same and insure that all expenditures of county funds are made in strict compliance therewith.

G. He shall have direct control of, and responsibility for, all property of the county over which the board has authority; shall maintain and keep such property in repair; shall maintain in a permanent record a perpetual inventory of such property; and shall insure all of such property as the board may direct.

H. He shall have authority to employ and discharge all employees in the office of the board and all employees of the county who maintain, repair, or perform janitor service in the courthouse, jail, and other county-owned buildings; but such employment shall be only to positions authorized by the board and at salaries set by the board.

I. He shall keep a permanent record of all retired employees of the county as the law may direct.

J. He shall receive and safely keep all funds of the county in their proper accounts in a depository designated by the board, and shall disburse all funds of the county in the name of the board on his signature as clerk.

K. In the handling of the funds of the county, he shall be governed by all general laws pertaining to a county treasurer which are not in conflict with the provisions of this Act.

L. He shall act as purchasing agent for the county in regard to all purchases authorized by law to be made by the board, approving requisitions for purchases from the several divisions of the county government, and issuing purchase orders thereon, unless the board, by resolution or order, may provide otherwise.

M. He shall be charged with the safekeeping of all securities and investments of the county under the jurisdiction of the board, and shall have the authority to rent, at the expense of the county, ample and safe bank storage space to insure the safekeeping of such securities and investments.

N. He shall, when he deems proper or when directed by the

board, examine or of any and all command and receive and institute process against any defendant.

O. He shall, board, examine or of any division of funds.

P. He shall delegated to him.

Section 3. They shall fix the compensation shall be the compensation

Section 4. They of Revenue, before must give bond in sum as may be due to the county and approved by office of the judge be paid out of the

Section 5. They local, in conflict repealed.

Section 6. They to be severable: constitutional by a shall not affect the

Section 7. They upon its passage becoming a law.

Approved August
Time 11:44 A

board, examine or cause to be examined the accounts and records of any and all county offices from which revenue is derived; demand and receive all monies due the county from any such office; and institute proceedings for the recovery of money due the county against any defaulters.

O. He shall, when he deems proper or when directed by the board, examine or cause to be examined the accounts and records of any division of county government disbursing or using county funds.

P. He shall perform such other duties as may be lawfully delegated to him by the board.

Section 3. That the Montgomery County Board of Revenue shall fix the compensation to be paid to said clerk, which compensation shall be paid out of the general fund of the county as the compensation of other employees of the county is paid.

Section 4. That the Clerk of the Montgomery County Board of Revenue, before entering upon the discharge of his duties, must give bond in the sum of fifty thousand dollars or such higher sum as may be determined by the board, such bond to be payable to the county and conditioned as prescribed by law, to be fixed and approved by the board, and to be filed and recorded in the office of the judge of probate. The premium on such bond shall be paid out of the general fund of the county.

Section 5. That all laws or parts of laws, general, special, or local, in conflict herewith be and the same are hereby expressly repealed.

Section 6. That the provisions of this Act are hereby declared to be severable and, should any part hereof be declared unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remainder.

Section 7. That this Act shall become effective immediately upon its passage and approval by the Governor or its otherwise becoming a law.

Approved August 4, 1949.
Time 11:44 A. M.

MANAGEMENT PROCEDURES MANUAL

MONTGOMERY COUNTY, ALABAMA

**ESTABLISHED 1984
EDITED AND UPDATED SEP 1995**



**Suggestions pertaining to additions, deletions or changes to this manual
should be directed to the Montgomery County Administrator,
P.O. Box 1667, Montgomery, Alabama 36102-1667
(334) 832-1210/1259 or fax (334) 832-2533**

ARTICLE III - COUNTY ADMINISTRATOR

1-23 Administrator - County Executive Officer

The County Administrator is a fulltime employee of Montgomery County and is the Executive Officer of the Commission. He is responsible directly to the Commission. His duties, too, are prescribed by law and are set out in an Act of the Legislature of 1949. He prepares the agenda for meetings and sees that all policies set by the Commission are properly executed. He is the County Purchasing Agent, Budget Officer, Treasurer and Comptroller. All disbursements made by the County Commission are over his signature. (Act 333, Aug. 4, 1949, p. 493)

1-24 County Administrator - Duties

The Administrator-Montgomery County Commission shall perform the duties and have the responsibilities herein described, under the direction of said Commission:

- a. He shall attend all meetings of the Commission and shall keep a record of the proceedings and actions of the Commission.
- b. He shall safely keep all records and documents of the Commission.
- c. He shall prepare and present to the Commission all data pertaining to the responsibility of the Commission and all matters of business which come to his attention.
- d. He shall install, maintain, and keep all accounting and reporting records required by law.
- e. He shall prepare and present to the Commission, for approval, an estimate of the revenues anticipated and of the required expenses for the several divisions of County government for the next succeeding fiscal year.
- f. Upon adoption of the budget for the County by the Commission, he shall be responsible for the execution of same and insure that all expenditures of County funds are made in strict compliance therewith.
- g. He shall have direct control of, and responsibility for, all property of the County over which the Commission has authority; shall maintain and keep such property in repair; shall maintain in a permanent record a perpetual inventory of such property; and shall insure all of such property as the Commission may direct.
- h. He shall have the authority to employ and discharge all employees in the office of the Commission and all employees of the County who maintain, repair, or perform janitorial service in the Courthouse, Detention Facility, and other County-owned buildings; but such employment shall be only to positions authorized by the Commission and at salaries set by the Commission or the City-County Personnel Department.
- i. He shall keep a permanent record of all retired employees of the County as the law may direct.
- j. He shall receive and safely keep all funds of the County in their proper accounts in a depository designated by the Commission, and shall disburse all funds of the County in the name of the Commission on his signature as Administrator.
- k. In the handling of the funds of the County, he shall be governed by all general laws pertaining to the County treasurer which are not in conflict with the provisions of the Act setting out the duties and responsibilities of the Administrator-Montgomery County Commission.

1. He shall act as purchasing agent for the County in regard to all purchases authorized by law to be made by the Commission, approving requisitions for purchases from the several divisions of County government, and issuing purchase orders thereon.

m. He shall be charged with the safekeeping of all securities and investments of the County under the jurisdiction of the Commission and shall have the authority to rent, at the expense of the County, ample and safe bank storage space to insure the safekeeping of such securities and investments.

n. He shall, when he deems proper or when directed by the Commission, examine or cause to be examined, accounts and records of all County offices from which revenue is derived; demand and receive all monies due the County from any such office; and institute proceedings for the recovery of money due the County against any defaulters.

o. He shall, when he deems proper or when directed by the Commission, examine or cause to be examined, accounts and records of any division of County government disbursing or using County funds.

p. He shall perform such other duties as may be lawfully delegated to him by the Commission. (Act 333, Aug. 4, 1949, p. 493)

1-25 County Administrator - Bond; Compensation

a. The Administrator-Montgomery County Commission, before entering upon the discharge of his duties, must give bond in the sum of \$50,000 or such higher sum as may be determined by the Commission, such bond to be payable to the County and conditioned and prescribed by law, to be fixed and approved by the Commission and to be filed and recorded in the Office of the Judge of Probate.

b. The salary of the Administrator shall be in accordance with the City-County Personnel Merit System for salary purposes and the Administrator shall serve under the provisions of the Merit Law. (Act 333, Aug. 4, 1949, p. 493)

1-26 Agenda for Commission Meetings

The agenda for the Montgomery County Commission is prepared by the County Administrator, bringing to the attention of the Commission all items required or necessary on which special action must be taken. The agenda is prepared on Thursdays and mailed with a list of the weekly bills to each Commissioner. Items to be included on the agenda must be in the County Commission Office by 11:00 a.m. on the Thursday preceding the Monday of the meeting. Some of the items appearing on the agenda include:

a. Recurring items

1. Appointments to boards, organizations; and,
2. Employee retirements.

b. Requests

1. Appropriations;
2. Personnel; and,
3. Travel and/or training.

c. Hearings

1. Complaints;
2. Problems; and,
3. Budgets.

d. Bids: Recorded from bid board - placed on agenda by date on Request for Bids forms.

MANAGEMENT PROCEDURES MANUAL

MONTGOMERY COUNTY, ALABAMA

ESTABLISHED 1984

**EDITED and UPDATED JULY 23,
2012 and NOVEMBER 18, 2013**

**Suggestions pertaining to additions, deletions or changes to this
manual should be directed to the Montgomery County**

Administrator,

P. O. Box 1667,

Montgomery, Alabama 36102-1667

(334) 832-1210 or fax (334) 832-2533

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.

3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

IX. Executive Session.

The Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act (Act 2005-40).

X. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XI. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The Commission may adjourn by majority vote. (CC Res., September 19, 2005, CC Res., October 17, 2005)

ARTICLE III - COUNTY ADMINISTRATOR

1-23 Administrator – Chief Administrative Officer.

The County Administrator is a full-time employee of Montgomery County and is the Administrative Officer of the Commission. The County Administrator is responsible directly to the Commission. The duties of the County Administrator are prescribed by law and are set out in an Act of the Legislature of 1949. The County Administrator prepares the agenda for meetings and sees that all policies set by the Commission are properly executed. The County Administrator is the County Purchasing Agent, Budget Officer, Treasurer and Comptroller. All disbursements made by the County Commission are over the County Administrator's signature. (Act 333, Aug. 4, 1949, p. 493, Act 488, June 14, 2007)

1-24 County Administrator – Duties (as Per Act 333, August 4, 1949)

The Administrator-Montgomery County Commission shall perform the duties and have

the responsibilities herein described, under the direction of said Commission:

- a) Attend all meetings of the Commission and keep a record of the proceedings and actions of the Commission.
- b) Safely keep all records and documents of the Commission.
- c) Prepare and present to the Commission all data pertaining to the responsibility of the Commission and all matters of business which come to the County Administrator's attention.
- d) Install, maintain, and keep all accounting and reporting records required by law.
- e) Prepare and present to the Commission, for approval, an estimate of the revenues anticipated and of the required expenses for the several divisions of County government for the next succeeding fiscal year.
- f) Upon adoption of the budget for the County by the Commission, be responsible for the execution of same and ensure that all expenditures of County funds are made in strict compliance therewith.
- g) Have direct control of, and responsibility for, all property of the County over which the Commission has authority; maintain and keep such property in repair; maintain in a permanent record a perpetual inventory of such property; and ensure all of such property as the Commission may direct.
- h) Have the authority to employ and discharge all employees in the office of the Commission and all employees of the County who maintain, repair, or perform janitorial service in the Courthouse, Detention Facility, and other County-owned buildings; but such employment shall be only to positions authorized by the Commission and at salaries set by the Commission or the City-County Personnel Department.
- i) Keep a permanent record of all retired employees of the County as the law may direct.
- j) Receive and safely keep all funds of the County in their proper accounts in a depository designated by the Commission, and disburse all funds of the County in the name of the Commission on his/her signature as Administrator.
- k) In the handling of the funds of the County, be governed by all general laws pertaining to the County treasurer which are not in conflict with the provisions of the law setting out the duties and responsibilities of the Administrator-Montgomery County Commission.
- l) Act as purchasing agent for the County with regard to all purchases authorized by law to be made by the Commission, approving requisitions for purchases from the several divisions of County government, and issuing purchase orders thereon.
- m) Be charged with the safekeeping of all securities and investments of the County under the jurisdiction of the Commission and the authority to rent, at the expense of the County, ample and safe bank storage space to ensure the safekeeping of such securities and investments.
- n) When deemed proper or when directed by the Commission, examine or cause to be examined, accounts and records of all County offices from which revenue is derived; demand and receive all monies due the County from any such office; and institute proceedings for the recovery of money due the County against any defaulters.
- o) When deemed proper or when directed by the Commission, examine or cause to be examined, accounts and records of any division of County government disbursing or using County funds.
- p) Perform such other duties as may be lawfully delegated to the County Administrator

by the Commission. (Act 333, Aug. 4, 1949, p. 493)

County Administrator – Duties (as Per Act 488, June 14, 2007)

The County Administrator shall also:

- a) Keep and record minutes of all meetings of the County Commission.
- b) Prepare and present to the Commission chair for proper execution all appropriate documents, such as resolutions, orders, contracts, or directives, as are necessary to carry out the actions of the County Commission.
- c) Maintain at all times a detailed record of the financial status of the County which shall be kept up to date at all times and which shall reflect the true status of all outstanding obligations of the County and the estimated revenue for the current fiscal year.
- d) Perform any other duties with reference to accounting, auditing claims, issuing warrants, and supplying the County Commission with information as the County Commission may deem necessary for the administration of the financial affairs of the county.
- e) Serve as signatory for the County on all appropriate documents as authorized or directed by policy adopted by resolution of the County Commission.
- f) Perform any other duties as may be assigned from time to time and under procedures established by the County Commission.

1-25 County Administrator - Bond; Compensation

The Administrator-Montgomery County Commission, before entering upon the discharge of his duties, must give bond in the sum of \$50,000 or such higher sum as may be determined by the Commission, such bond to be payable to the County and conditioned and prescribed by law, to be fixed and approved by the Commission and to be filed and recorded in the Office of the Judge of Probate.

The salary of the Administrator shall be in accordance with the City-County Personnel Merit System for salary purposes and the Administrator shall serve under the provisions of the Merit Law (Act 333, Aug. 4, 1949, p. 493).

ARTICLE IV - COUNTY ENGINEER

1-26 County Engineer - Qualifications; Duties; Compensation

The County Engineer shall meet the qualifications and perform the duties described, under the direction of the Commission.

- a) The County Engineer shall be a thoroughly qualified and competent person and must have had at least three (3) years' practical experience in road building prior to his appointment and must be a graduate in civil engineering in a recognized institute of technology or other institute or engineering school of collegiate rank and must be a registered, licensed, and qualified professional engineer as provided under Title 11, Chapter 6, Code of Alabama, 1975.

MANAGEMENT PROCEDURES MANUAL

MONTGOMERY COUNTY, ALABAMA

ESTABLISHED 1984

**EDITED and UPDATED JULY 23,
2012 and NOVEMBER 18, 2013**

**Suggestions pertaining to additions, deletions or changes to this
manual should be directed to the Montgomery County**

Administrator,

P. O. Box 1667,

Montgomery, Alabama 36102-1667

(334) 832-1210 or fax (334) 832-2533

CHAPTER 1 - ADMINISTRATION**ARTICLE I - GOVERNING BODY*****DIVISION I - HISTORY*****1-1 County Governing Bodies - In General**

The different counties of the State of Alabama are creatures of the Legislature and derive their authority from the Legislature. Counties are not sovereign but are a part of the State. Each county has a centralized authority known as the County Governing Body which administers the affairs of the county in accordance with the laws contained in the general and local Acts of the State of Alabama. This Governing Body sets and enforces the policies of the county in accordance with the statutes of Alabama in the same manner that a Board of Directors sets and enforces the policies of a corporation or an organization according to the constitution and bylaws of such corporation or organization. The Governing Bodies of various counties were known by a number of different titles. There were Boards of Revenue and Control, Courts of County Revenues, Boards of Directors, Courts of County Commissioners and Boards of Revenue. The Governing Body of the County of Montgomery was called a Board of Revenue.

Although all Governing Bodies are now called County Commissions, there are still two types. One type is headed by the Judge of Probate, a full-time position, who serves as Chairman of the Commission as well. The other type is composed of Commission members only with one of the members serving as Chairman. Commissioners are elected to serve on a full-time or part-time basis as required by local legislation.

1-2 Montgomery County Board of Revenue

A Local Act, passed by the Legislature of Alabama in 1875, provided that the Governing Body of Montgomery County should be a Board of Revenue of five members with terms of four years each. At the initial meeting after each election and after the newly elected members had been sworn into office, the five would elect a President from among themselves who then became the presiding officer for the term of office to which the members were elected (Act 353, March 11, 1875, p. 513).

1-3 Montgomery County Commission; Chairman; Administrator (P)

Prior to October 1, 1972, the Montgomery County Commission was known as the Montgomery County Board of Revenue; the presiding officer was called President; and the employee whose duty and responsibility it is to administer the affairs of the Commission, under their direction and in accordance with the laws of the State of Alabama, was known as the Clerk - Board of Revenue. An Act of the 1969 Special Session of the Legislature changed the name from Montgomery County Board of Revenue to Montgomery County Commission; the President to Chairman; and the Clerk - Board of Revenue to Administrator - County Commission. (Act 26, March 4, 1970, p. 2628; CC Res., Aug. 31, 1970).

MANAGEMENT PROCEDURES MANUAL

MONTGOMERY COUNTY, ALABAMA

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Persons who are video recording the proceedings may leave the meeting room with their equipment during the proceedings provided there is no undue disruption. However, such persons shall only be allowed to return and resume recording if this can be accomplished without disrupting the proceedings or disturbing those in attendance.

If any set up of equipment is required, the set up shall be completed prior to the beginning of the proceedings or during a recess. Persons may be allowed to dismantle the equipment during the proceedings only if done without disruption to the proceedings and without interfering with the ability of others in attendance to observe and hear the proceedings.

Any persons desiring to place microphones or recording devices at the Commission table, at the podium, or at any other location within the meeting room shall obtain permission from the chairperson prior to the beginning of the proceedings, and shall make arrangements with the County Administrator or other designated County personnel for placement of all equipment. The microphones or recording devices cannot be removed during the proceedings, unless there is a recess of the proceedings called by the chairperson, and the equipment can be removed within the time frame of that recess.

No audio or video recording equipment shall be allowed during any executive session proceedings.

All persons or organizations, including any media organization, shall fully comply with these procedures at all times. Any person or organization violating this policy or otherwise causing undue disruption to the proceedings shall be instructed by the chairperson to discontinue the use of the recording equipment, and any person or organization that refuses to cooperate will be instructed to vacate the proceedings. Failure to comply with instructions to leave may result in removal by law enforcement personnel (CC Res., Sep. 19, 2005).

1-50 County Commission Procurement of Legal Services Policy (P)

In view of current statutes regarding liability risks for local government units, the Montgomery County Commission has developed a professionally designed self-insurance program for its liability exposure. As the insuring entity, the County Commission is reserving the traditional and exclusive right to appoint and engage the services of attorneys for all County employees or officials involved in legal disputes or potential lawsuits, except when otherwise authorized by statute. In those cases where it can be established that a conflict of interest exists regarding a pending legal matter, or for other good cause, the Commission will engage the services of a different attorney to represent the interests of another official or employee. The Commission will entertain a request from officials or employees for the services of a particular attorney, but does not warrant that that attorney will be engaged (CC Res., Nov. 16, 1987).

1-51 County Commission Policy of Non-Interference of Merit Employees' Personnel Actions

Montgomery County operates under the Montgomery City-County Personnel System

established by the Alabama Legislative Act 528 of September 2, 1949 and Act 2280 of October 1, 1971. The City-County Personnel Department is governed by a three-member Board. The personnel policies, under the auspices of Legislative Acts, established by the City-County Personnel Board of Directors, provide the basis that govern personnel actions of Montgomery County.

To ensure compliance with the above-cited statutes, it is the policy of the Commission not to interfere with the day-to-day personnel actions and decisions of merit-system employees. Such actions include, but are not limited to, hiring, discipline, evaluation and firing. All personnel actions are governed by the above-cited statutes and the rules and regulations promulgated by the City-County Personnel Board.

It is the duty and responsibility of the County Administrator, through the Deputy and Supervisors, to enforce the fair treatment of all employees. Employees are required to present their personnel concerns to their immediate supervisors in compliance with the County Employee Information Handbook.

If such concerns are presented directly to individual Commissioners, the employee(s) will be directed to present the concerns to his/her immediate supervisor for appropriate action. Employees are advised that the Commissioners will refrain from taking direct or indirect action to address individual concerns unless (1) employees have exhausted all supervisory levels of review, in an attempt to resolve the matter, and (2) the employees have complied with the rules of the City-County Personnel Board. (CC Res. July 9, 2001)

1-52 County Commission Media Policy (P)

Governments and their employees have special obligations of public accountability. It is vital that the public be properly informed; this requires the best efforts of both the Montgomery County government and the media.

The Office of Public Affairs is responsible for coordinating an effective public affairs program for the Montgomery County Commission and serves as their spokesperson. It is recognized that elected officials are responsible to the voters and will address inquiries by the media as each elected official deems necessary. The Manager of Public Affairs will implement, with the cooperation of the administration, policies and procedures which will gain the respect and confidence of the media and the public.

The following policy will serve as a guideline for maintaining positive media relations:

- a) Media representatives should be directed to the Office of Public Affairs when they request information concerning the operations of the Montgomery County Commission.
- b) The Office of Public Affairs will make a determination of how and when the information will be provided.
 1. Routine, readily available information will be provided promptly by the Manager of Public Affairs.
 2. Routine information requiring research or the gathering of data from multiple sources will be coordinated by and provided through the Manager of Public

MEANS GILLIS LAW, LLC

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

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March 7, 2014

Agenda

MAR 17 2014

H. LEWIS GILLIS¹
TYRONE C. MEANS^{1,2,3}
KRISTEN J. GILLIS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

VIA EMAIL & REGULAR MAIL

Donald L. Mimms
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

Re: Request for Opinion Regarding Authority of Montgomery County Commission

Dear Donnie:

This letter comes in reply to your request dated March 6, 2014 to County Attorney Thomas T. Gallion, III requesting opinion regarding the authority of Montgomery County Commission in particular as it relates to personnel matters. I have been asked by County Attorney Gallion to give an opinion in his stead due to a scheduling conflict.

As I understand this opinion arises out of issues related to the selection of the Deputy County Administrator.

QUESTIONS PRESENTED

This is the undersigned's legal opinion with regard to the role and authority of the Montgomery County Commission with regard to the selection/hiring of the Deputy County Administrator.

EXECUTIVE SUMMARY

The Montgomery County Commission is the governing body of Montgomery, Alabama. It derives its power and authority by duly enacted statutes enacted by the Alabama legislature including, but not limited to the Code of Alabama 1975, in Sections 11-3-10 and 11-3-11. Further authority for County Commission authority powers are found elsewhere in Title 11 of the Code of Alabama. Special legislation has been enacted for Montgomery County which requires the engagement of a county administrator and sets forth duties and responsibility. See Act No. 333 and Code of Alabama § 11-3-18.

The Deputy County Administrator is a position authorized by the Montgomery County Commission and funded by the Montgomery County Commissions. Alabama statutes are silent as to any mandate requiring neither the Commission nor the County Administrator to appoint a Deputy County Administrator. It would therefore appear that the position of Deputy County Administrator was created and funded by act of the County Commission.

The County Administrator is designated the appointing authority for employment of subordinate employees by act of the legislature. However, the County Administrator has no authority to either create employment positions or fund the positions.

In the County, the relationship between the County Administrator, Deputy County Administrator and the Montgomery County Commissions suggest that there should be a coordinated and cooperative relationship between the three entities. Therefore, given their respective roles in County government the selection/hiring of the Deputy Administrator requires some coordination between the entity that authorizes and funds the position and the entity that hires the deputy.

Clearly, the County Commission is by statute obligated to employ a County Administrator to carry out its mandates to govern the County. The Deputy County Administrator who not only assists the County Administrator, but also serves as the County Administrator in periods of absence of the County Administrator. Further, the deputy has functions that require the Deputy County Administrator to be accountable and act as a fiduciary to the Commission.

BRIEF DISCUSSION

The Deputy County Administrator's job description dated in 2005 later updated on October 11, 2013 are attached as Exhibits A and B. The County Administrator's jobs description is attached as Exhibit C. In sum, the Deputy Administrator is the second in command with reference to the day to day operation of the county. He reports to but more particularly coordinates his work with the County Administrator. Thus, it is extremely important that there be a good working relationship as well as a professional confidential relationship between the County Administrator and his deputy.

Additionally, it is clear that the deputy serve the County Commission. The Deputy County Administrator enjoys a fiduciary relationship between both entities that is the County Administration and the County Commission. The County Commission authorizes personnel positions within the county. Furthermore, it budgets or funds the cost to employ the Deputy Administrator. The Commission could in its discretion de-authorize the position or choose not to fund the position at any time.

Many times throughout the history of Montgomery County, the Deputy Administrator has followed in the footsteps of the County Administrator assuming that position upon the termination of the relationship between the County Administrator and the County Commission. The nature of work described for the Deputy County Administrator and the County Administrator is virtually the same. The only difference is that the activities of the Deputy Administrator are those as per the job description delegated by the County Administrator. In practice, however, the County Commission also delegates task activities and function to the

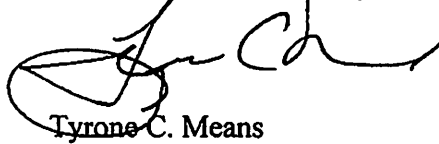
Deputy County Administrator. If there is no synergy between the County Administrator, Deputy County Administrator and the County Commission, then havoc is the ultimate result.

Therefore it is my opinion that neither the County Administrator nor the County Commission can act alone in the selection of the Deputy Administrator. The position of Deputy Administrator is too valuable for it to work otherwise. It would be my opinion that the County Commission by its vote can direct that a Deputy Administrator cannot be hired without its "advice and consent".

In sum, the Commission's role with regard to personnel arises out of its sole authority to either authorize and fund the position or to withdraw the authorization for the position.

Respectfully submitted,

MEANS GILLIS LAW, LLC



Tyrone C. Means

Enclosure

cc: Thomas T. Gallion, III
Elton Dean, Chairman of the County Commission

MEANS GILLIS LAW, LLC

A

DEPUTY ADMINISTRATOR

0164

FLSA: Exempt

Revised 08/19/05

NATURE OF WORK: The fundamental reason this position exists is to supervise the planning, organizational, and operational activities and functions for the county as delegated by the County Administrator. Essential functions include: managing personnel and staffing activities; assisting in the development and management of financial and insurance programs; coordinating and directing county operations; monitoring the implementation of grant funded programs; and supervising professional employees. Work demands the ability to use independent judgment and initiative when making decisions that impact county operations. This position reports to the County Administrator.

MAJOR WORK BEHAVIORS AND TASKS: *The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. The performance of "non-essential functions" is not optional for employees not covered under the ADA.*

***ESSENTIAL FUNCTION:** Assists the County Administrator with financial and budget management activities to include monitoring expenditures and program costs, serving as an advisor to division heads or the County Commission, and assuming the responsibilities of the County Administrator in his/her absence.

Serves as a budget advisor at County Commission meetings through research, obtaining and providing facts or information, and preparing reports on request.

Assists in developing annual county budget to include projecting and costing out employee benefits and programs, preparing justifications, conducting analysis on division requests, etc.

Assists divisions in developing annual budgets for the county.

Monitors division expenditures throughout the year in order to anticipate problems and works with division heads and County Administrator to resolve budget variances.

Estimates and develops annual budget projections for employee benefit programs in concert with the Risk Manager.

ESSENTIAL FUNCTION: Plans, organizes and coordinates staffing functions for county and resolves personnel issues including the review of requests for staffing changes, serving as advisor or mediator on personnel issues and researching and developing recommendations for County Commission on staffing or personnel issues.

Assists divisions in resolving personnel issues or matters, to include disciplinary problems or actions, by researching issues, rules or regulations, providing advice or interpretations of personnel policies, rules, regulations and procedures or mediating conflicts.

Assists divisions in determining staffing needs, evaluates requests for staffing changes and makes recommendations based on knowledge of organizational structure, work assignments, division operations, etc.

Monitors personnel expenditures and actions, to include salary adjustments and overtime expenditures, and advises or recommends appropriate actions to divisions as required.

Conducts research on personnel issues, prepares position papers, presents recommendations to County Commission and implements decisions made by Commission.

Develops, revises and oversees the publication of the Employee Information Handbook.

Advises attorneys on personnel matters in order to resolve employee complaints or grievances and provides court testimony as needed.

ESSENTIAL FUNCTION: Coordinates county operations and support functions with division heads and staff for tasks involving several divisions or agencies to include providing advice and information on county operations, coordinating the use of county resources such as management information systems, facilitating problem solving, evaluating issues facing the county and making recommendations on building construction, renovation or space utilization.

Works with division heads and staff and makes recommendations to resolve operational problems or changes while considering needs and long range plans of county.

Coordinates or secures resources across divisions or agencies in order to accomplish change or to resolve operational problems or issues.

Makes recommendations to Commission on space utilization, building renovations, maintenance or repairs, or building construction using input from staff and knowledge of long range plans of the county.

Assists in overseeing and managing building maintenance and construction projects to include estimating short and long term costs, developing space allocation and utilization recommendations, working with contractors to ensure compliance with specifications or to make changes or modifications to specifications as needed, and monitoring and overseeing expenditures of building or renovation projects.

Works with division or agency heads or staff to determine facility needs and requirements and develops policies and long-range plans for facility use and care to include anticipating and determining costs for maintenance and upkeep of facilities.

Assists in coordinating requests for management information systems by coordinating purchases and ensuring management information systems will meet needs of all divisions.

Reviews and makes recommendations to Commission on management information system requests made by divisions based on knowledge of county needs.

Conducts research on issues impacting county operations to include anticipating problems or issues of concern to the Commission, discussing issues with division or agency heads or staff in order to determine their impact, solicit input on solutions, and prepare recommendations for the Commission.

Serves as technological advisor to the County Administrator to include research, review, and analysis of technological advancements and trends as needed to assess impact on county operations and recommends a course of action.

Monitors progress of legislation, drafts legislative bills, assists in soliciting support from legislators, and evaluates impact of proposed or new legislation on county in conjunction with professional organizations such as the Alabama County Commission Association.

ESSENTIAL FUNCTION: Manages and directs supervisory management training programs.

Coordinates new employee orientation program to include developing program content and conducting presentations.

Coordinates supervisory management training programs to include identifying issues to be discussed, developing program content, securing videos or handouts and conducting program or assigning program to staff.

ESSENTIAL FUNCTION: Develops and implements managerial and operational policies and procedures, such as the Montgomery County Procedures Manual, through discussions with division heads, administrators and staff and by researching trends, court decisions, and changes in federal and state law.

Interprets policies, procedures for staff or Commission and determines the impact of policies and procedures on support functions including finance, purchasing, maintenance, payroll, data automation and employee safety.

Works with County Administrator, division or agency heads or staff to develop or revise and implement operational policies and procedure.

Revises Montgomery County Management Procedures Manual as needed and communicates changes to staff.

Evaluates, interprets and informs divisions or County Administrator on trends, court decisions, state or federal laws regarding changes or additions to policies.

ESSENTIAL FUNCTION: Supervises the Finance Director, Director of Information Systems, Risk Manager, and Director of Support Services to include assigning work, handling personnel concerns and problems, and recommending disciplinary and other personnel actions.

Assigns tasks and duties with timelines and instruction.

Reviews work products and subordinates' work performance in order to evaluate effectiveness and productivity of subordinates.

Provides feedback and counseling to subordinates regarding performance.

Recommends disciplinary action and other personnel actions to the County Administrator.

ESSENTIAL FUNCTION: Monitors the implementation of grant-funded programs; and reviews the budget for federal and state match budgets to ensure that federal money is spent in accordance with grant work plans following guidelines of granting agents in order to ensure compliance with guidelines of granting agents and with all applicable codes, laws, rules, regulations, standards, policies, and procedures.

Researches and identifies possible grant resources and recommends the application for the funds.

Oversees the implementation of grant-funded programs and analyzes the effectiveness and usefulness of such programs.

Works with Central Alabama Regional Planning and Development Commission, elected officials, and grant consultants and others in the application for grants and monitoring the implementation of grants.

Reviews the application process in order to ensure accuracy and compliance with program guidelines.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budget.

Knowledge and awareness of trends to determine long and short range needs for county and to coordinate requests between divisions based on varied needs.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of division operations and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, and procurement to include knowledge of bid requirements.

Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds.

Knowledge of local, state and federal laws, regulations and requirements regarding employee benefit programs and personnel issues or matters to include, but not limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, Americans with Disabilities Act and Family Medical Leave Act.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to evaluate organizational changes or trends and to determine appropriate action for the county based on direction provided by the County Administrator and on knowledge of the needs of the county.

Ability to evaluate the impact of changes to local, state and federal laws on county operations.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to present factual information and ideas, both orally and in writing, to include writing position papers, memos, reports, policies, procedures or legislative bills.

Ability to analyze and evaluate data and information provided by staff or reports such as legal briefs, economic or organizational analysis in order to determine when enough information is available to take action, to define consequences and to consider and select alternatives in order to make a decision or to develop recommendations for Commission based on organizational needs, benefits and costs.

Ability to establish and maintain effective work relations with employees, division heads, citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

DEPUTY ADMINISTRATOR

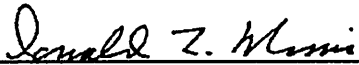
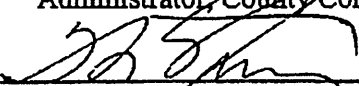
PAGE 5 OF 5

Ability to supervise employees to include assigning and reviewing work, providing constructive feedback, and recommending discipline.

Ability to comprehend and interpret grant objectives and guidelines as needed to ensure grants meet county needs and priorities.

MINIMUM QUALIFICATIONS: Masters degree in public or business administration and a minimum of ten years of progressive management and supervisory experience in administration, finance, or personnel administration, with at least five of the ten years at an executive-level management position such as a division, department or agency head, or any equivalent combination of education and experience. Experience in a county or municipal environment is preferred.

* **ESSENTIAL FUNCTIONS:** A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position.

ACKNOWLEDGMENTS:	
 Deputy Administrator	<u>10/14/05</u> Date
 Administrator, County Commission	<u>10/14/05</u> Date
 Chairman, County Commission (with concurrence of Commission)	<u>10/14/05</u> Date

Tyrone Means

From: Douglas, Carmen
Sent: Thursday, March 06, 2014 2:00 PM
To: Tyrone Means
Subject: RE: Deputy County Administrator

Here's the current one.

Top of Form

Job Description

Detailed information on the job is provided below.

The job description does not necessarily include all the duties which may be required of individual employees in the classification. Job descriptions may be revised as needed.

Job Classification Title	Deputy Administrator, County Commission
Job Classification Number	CO0164
Job Description Date	10/11/2013
FLSA Status:	Exempt
Pay Grade	A15
Nature of Work	

The fundamental reason this position exists is to supervise the planning, organizational, and operational activities and functions for the county as delegated by the County Administrator. Essential functions include: assisting the County Administrator with financial and budget management; planning, organizing and coordinating staffing functions; coordinating and directing county operations and support functions; managing and directing supervisory management training programs; developing and implementing managerial and operational policies and procedures; supervises professional employees; and monitoring the implementation of grant funded programs. Work demands the ability to use independent judgment and initiative when making decisions that impact county operations. This position reports to the County Administrator.

Essential Functions

The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position. The performance of "non-essential functions" is not optional for employees not covered under the ADA.

ESSENTIAL FUNCTION: Assists the County Administrator with financial and budget management activities to include monitoring expenditures and program costs, serving as an advisor to division heads or the County Commission, and assuming the responsibilities of the County Administrator in his/her absence.

Serves as a budget advisor at County Commission meetings through research, obtaining and providing facts or information, and preparing reports on request.

Assists in developing annual county budget to include projecting and costing out employee benefits and programs, preparing justifications, conducting analysis on division requests, etc.

Assists divisions in developing annual budgets for the county.

Monitors division expenditures throughout the year in order to anticipate problems and works with division heads and County Administrator to resolve budget variances.

Estimates and develops annual budget projections for employee benefit programs in concert with the Risk Manager.

ESSENTIAL FUNCTION: Plans, organizes and coordinates staffing functions for county and resolves personnel issues including the review of requests for staffing changes, serving as advisor or mediator on personnel issues and researching and developing recommendations for County Commission on staffing or personnel issues.

Assists divisions in resolving personnel issues or matters, to include disciplinary problems or actions, by researching issues, rules or regulations, providing advice or interpretations of personnel policies, rules, regulations and procedures or mediating conflicts.

Assists divisions in determining staffing needs, evaluates requests for staffing changes and makes recommendations based on knowledge of organizational structure, work assignments, division operations, etc.

Monitors personnel expenditures and actions, to include salary adjustments and overtime expenditures, and advises or recommends appropriate actions to divisions as required.

Conducts research on personnel issues, prepares position papers, presents recommendations to County Commission and implements decisions made by Commission.

Develops, revises and oversees the publication of the Employee Information Handbook.

Advises attorneys on personnel matters in order to resolve employee complaints or grievances and provides court testimony as needed.

ESSENTIAL FUNCTION: Coordinates county operations and support functions with division heads and staff for tasks involving several divisions or agencies to include providing advice and information on county operations, coordinating the use of county resources such as management information systems, facilitating problem solving, evaluating issues facing the county and making recommendations on building construction, renovation or space utilization.

Works with division heads and staff and makes recommendations to resolve operational problems or changes while considering needs and long range plans of county.

Coordinates or secures resources across divisions or agencies in order to accomplish change or to resolve operational problems or issues.

Makes recommendations to Commission on space utilization, building renovations, maintenance or repairs, or building construction using input from staff and knowledge of long range plans of the county.

Assists in overseeing and managing building maintenance and construction projects to include

estimating short and long term costs, developing space allocation and utilization recommendations, working with contractors to ensure compliance with specifications or to make changes or modifications to specifications as needed, and monitoring and overseeing expenditures of building or renovation projects.

Works with division or agency heads or staff to determine facility needs and requirements and develops policies and long-range plans for facility use and care to include anticipating and determining costs for maintenance and upkeep of facilities.

Conducts research on issues impacting county operations to include anticipating problems or issues of concern to the Commission, discussing issues with division or agency heads or staff in order to determine their impact, solicit input on solutions, and prepare recommendations for the Commission.

Monitors progress of legislation, drafts legislative bills, assists in soliciting support from legislators, and evaluates impact of proposed or new legislation on county in conjunction with professional organizations such as the Alabama County Commission Association.

ESSENTIAL FUNCTION: Manages and directs supervisory management training programs.

Coordinates new employee orientation program to include developing program content and conducting presentations.

Coordinates supervisory management training programs to include identifying issues to be discussed, developing program content, securing videos or handouts and conducting program or assigning program to staff.

ESSENTIAL FUNCTION: Develops and implements managerial and operational policies and procedures, such as the Montgomery County Procedures Manual, through discussions with division heads, administrators and staff and by researching trends, court decisions, and changes in federal and state law.

Interprets policies, procedures for staff or Commission and determines the impact of policies and procedures on support functions including finance, purchasing, maintenance, payroll, data automation and employee safety.

Works with County Administrator, division or agency heads or staff to develop or revise and implement operational policies and procedure.

Revises Montgomery County Management Procedures Manual as needed and communicates changes to staff.

Evaluates, interprets and informs divisions or County Administrator on trends, court decisions, state or federal laws regarding changes or additions to policies.

ESSENTIAL FUNCTION: Supervises the Finance Director, Risk Manager, Purchasing Manager, Revenue Manager, County Parks and Recreation Superintendent, and Plant Maintenance Manager to include assigning work, handling personnel concerns and problems, and recommending disciplinary and other personnel actions.

Assigns tasks and duties with timelines and instruction.

Reviews work products and subordinates' work performance in order to evaluate effectiveness and productivity of subordinates.

Provides feedback and counseling to subordinates regarding performance.

Recommends disciplinary action and other personnel actions to the County Administrator.

ESSENTIAL FUNCTION: Monitors the implementation of grant-funded programs; and reviews the budget for federal and state match budgets to ensure that federal money is spent in accordance with grant work plans following guidelines of granting agents in order to ensure compliance with guidelines of granting agents and with all applicable codes, laws, rules, regulations, standards, policies, and procedures.

Researches and identifies possible grant resources and recommends the application for the funds. Oversees the implementation of grant-funded programs and analyzes the effectiveness and usefulness of such programs.

Works with Central Alabama Regional Planning and Development Commission, elected officials, and grant consultants and others in the application for grants and monitoring the implementation of grants.

Reviews the application process in order to ensure accuracy and compliance with program guidelines.

Knowledge, Skills and Abilities

Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budget.

Knowledge and awareness of trends to determine long and short range needs for county and to coordinate requests between divisions based on varied needs.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of division operations and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, and procurement to include knowledge of bid requirements.

Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds.

Knowledge of local, state and federal laws, regulations and requirements regarding employee benefit programs and personnel issues or matters to include, but not limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, Americans with Disabilities Act and Family Medical Leave Act.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to evaluate organizational changes or trends and to determine appropriate action for the

county based on direction provided by the County Administrator and on knowledge of the needs of the county.

Ability to evaluate the impact of changes to local, state and federal laws on county operations.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to present factual information and ideas, both orally and in writing, to include writing position papers, memos, reports, policies, procedures or legislative bills.

Ability to analyze and evaluate data and information provided by staff or reports such as legal briefs, economic or organizational analysis in order to determine when enough information is available to take action, to define consequences and to consider and select alternatives in order to make a decision or to develop recommendations for Commission based on organizational needs, benefits and costs.

Ability to establish and maintain effective work relations with employees, division heads, citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

Ability to supervise employees to include assigning and reviewing work, providing constructive feedback, and recommending discipline.

Ability to comprehend and interpret grant objectives and guidelines as needed to ensure grants meet county needs and priorities.

Minimum Qualifications

Master's degree in public or business administration and a minimum of ten years of progressive management and supervisory experience in administration, finance, or personnel administration, with at least five of the ten years at an executive-level management position such as a division, department or agency head, or any equivalent combination of education and experience. Experience in a county or municipal environment is preferred.

Special Requirements

Bottom of Form

Carmen

From: Tyrone Means [mailto:tcmeans@meansgillislaw.com]
Sent: Thursday, March 06, 2014 1:18 PM
To: Douglas, Carmen
Subject: Deputy County Administrator

Please send me the new job description for deputy county administrator and the previous job description of the deputy administrator.

Tyrone C. Means
Means Gillis Law, LLC
60 Commerce Street, Suite 200
P O Box 5058
Montgomery, AL 36103-5058
(334) 270 1033
(334) 260 9396 (Fax)
tcmeans@meansgillislaw.com
www.meansgillislaw.com

H. Lewis Gillis and Tyrone C. Means are Means Gillis Law. Seasoned attorneys with a staff of caring professionals, Attorneys Gillis and Means have collectively practiced for more than 75 years. Our legal expertise spans the civil litigation spectrum which includes cases of wrongful death, serious personal injury and product liability. We also extend our legal expertise to a variety of government agencies and high profile white-collar criminal defense cases. Our firm has handled some of the most challenging and notable plaintiff and defense cases tried in the southern United States for more than a quarter of a century. We take pride in representing both the mainstream and the underserved communities in our society.

This message is privileged and confidential and may be protected by the attorney-client privilege, the attorney work product doctrine, or other law. These privileges are not waived.

Tyrone Means

From: Douglas, Carmen
Sent: Thursday, March 06, 2014 11:55 AM
To: tcmeans@meansgillislaw.com
Subject: Emailing: Printable Version- Administrator County Commission



Job Description

Detailed information on the job is provided below.

The job description does not necessarily include all the duties which may be required of individual employees in the classification. Job descriptions may be revised as needed.

Job Classification Title	Administrator, County Commission
Job Classification Number	CO0165
Job Description Date	08/19/2005
FLSA Status:	Exempt
Pay Grade	A16
Nature of Work	

The fundamental reason the position exists is to serve as the manager for the county's administrative divisions (Finance, Information Systems, and Support Services) and coordinates administrative functions for other county departments (Sheriff's Office, Probate Judge's Office, County Engineering, etc.). The Administrator reports directly to the Montgomery County Commission and assists the Commission in developing policy and directing its implementation and the delivery of services to the community. Major work responsibilities include serving as the administrator to the County Commission, managing the county's budget, assists the Commission in developing short and long range plans, supervising personnel, receiving and handling complaints or requests, coordinating legal matters of the Commission, and performing other administrative duties as needed.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position. The performance of non-essential functions is not optional for employees not covered under the ADA.

ESSENTIAL FUNCTION: Serves as the administrator to the County Commission in order to ensure that the Commission is informed of county business and to carry out the business of

the Commission.

Keeps Commission abreast of trends, upcoming significant events and other appropriate issues. Ensures that agendas are prepared and distributed and that it includes information necessary for the Commission to make decisions.

Attends all meetings of the Commission and maintains a record of the proceedings and actions of the Commission.

Ensures that all actions taken by the Commission are implemented.

ESSENTIAL FUNCTION: Manages the budget for the County Commission to ensure appropriate expenditure of funds.

Solicits input from staff for budget requests or future expenditures for equipment, maintenance, supplies, etc.

Reviews budget requests, establishes priorities and compiles a preliminary budget.

Attends budget hearings and provides justifications for budgeted items to include explaining department priorities.

Presents final draft of department budget to the County Commission for approval and justifies requests as required.

Monitors and approves all expenditures, compares expenditures against appropriations and makes recommendations for changes to the budget in order to meet department priorities or needs.

Coordinates with division heads to facilitate purchases, construction or repairs.

ESSENTIAL FUNCTION: Directs the county's financial, material and human resources for the County Commission to ensure the efficient and proper use of resources.

Reviews correspondence, requisitions, purchase orders or maintenance requests and approves or routes paperwork as needed.

Monitors construction progress and directs maintenance and repair activities for county facilities and property.

Monitors all investment programs to ensure soundness and minimize the loss of investments.

Oversees the deferred compensation and retirement systems and the preparation and filing of related records.

Supervises county inventory to ensure records are accurate and current.

Directs the county's contracting function in order to ensure that the contract language adequately protects the county's interests, that the contract provisions are specific and enforceable, and that contracts are documented and maintained before forwarding to the county's attorney for review.

Reviews personnel action forms, overtime certification forms, travel/training requests, and budget change requests, and approves such documents either by authority of the administrator's position or approval by the Commission.

ESSENTIAL FUNCTION: Manages various projects for the County Commission in areas such as economic development, land use, and property development in order to ensure that projects are completed in a timely, cost efficient manner and to ensure that projects are in compliance with federal and state regulations.

Determines the most appropriate project team members to develop and implement the project.

Creates an action plan to develop and implement the project.

Delegates tasks to project team members or internal staff members.

Identifies and carefully analyzes problems, questions and issues related to the project.

Evaluates problems and implements solutions during project implementation.
Maintains adequate project communications with all parties involved in the project.
Prepares for and participates in meetings related to the project.
Manages scheduling and cost control challenges.
Monitors progress towards established outcomes, keeping the Commission informed of status.

ESSENTIAL FUNCTION: Assists the Commission in developing short and long range plans for overall direction of the county to include developing, implementing and monitoring policies and procedures in accordance with current professional standards.

Monitors operations and complaints in order to identify and evaluate the effectiveness of operations and programs and identifies problems that need to be addressed.

Directs staff activities in researching and developing or revising policies and procedures and programs.

Solicits input from the Commission, division and department heads, attorneys, consultants, staff and various other groups regarding the implications, effects, and development of new policies and procedures and new programs.

Analyzes information received and reports and makes decisions regarding development and enforcement of new policies and procedures and programs.

Approves and directs the implementation of policies and procedures and programs.

ESSENTIAL FUNCTION: Supervises personnel to include defining job duties, setting performance standards, evaluating performance, and recommending hiring, promotions, and disciplinary actions to the Commission in order to ensure the effective performance of employees, efficient operations, and the consistent application of all policies and procedures.

Defines job duties and requirements of the various classifications in the county, and communicates those requirements to employees and to the Personnel Department.

Sets standards for performance of employees.

Evaluates employee performance and counsels employees concerning strengths and weaknesses.
Recommends and oversees the administration of disciplinary action to improve unsatisfactory performance.

Recommends to the Commission more severe disciplinary action to include demotion, suspension of more than five days or dismissal.

Recommends to the Commission the hiring and promotion of employees as needed to fill vacancies.

Reviews recommendations for personnel actions from subordinate supervisors to include written documentation of offenses and ensures consistency in disciplinary actions and the application of policies and procedures, and adherence to department, city or personnel rules and regulations.

Reviews and evaluates policies and procedures concerning employee performance or operations to include training, health and wellness, human resources and equipment and determines the need for new or revisions to existing programs or policies and procedures.

Conducts staff meetings to discuss changes in policies or procedures, solicit input or recommendations and review overall departmental performance.

ESSENTIAL FUNCTION: Receives and handles complaints or requests from the public and establishes and maintains an effective working relationship with citizens, elected officials, division and department heads and the media.

.Gives statements or interviews to the news media including television, radio or newspapers.
Receives complaint from irate or upset citizens or citizen groups concerning the county, evaluates the problem and takes appropriate action to address or resolve the complaint.
Discusses requests for services with the Commission in order to respond appropriately to requests.

ESSENTIAL FUNCTION: Coordinates legal matters of the Commission in order to ensure that legal matters are handled according to the Commission's wishes and that the county is in compliance regarding legal matters.

Reviews workers compensation and unemployment compensation claims and audit reports of county to determine violations of law or regulations in an effort to sustain the financial well-being of the county.

Coordinates legal matters and opinions with the county attorney.

Reads and prepares files or reports.

Prepares for depositions and/or court testimony.

Determines information needed in order to respond to requests from attorneys or to address personnel issues and directs staff activities in order to compile reports, files and statistics.

ESSENTIAL FUNCTION: Performs other administrative duties as needed in order to carry out the instructions of the Commission.

Supervises the preparation of correspondence and drafting responses to same.

Recommends policy and procedures based on laws, trends and historic perspective.

Coordinates service functions of county divisions not reporting to the Commission.

Coordinates county activities and functions with federal, state, and local elected officials and state and federal agencies.

Works with all divisions and departments to coordinate efforts and projects.

Participates as needed at public hearings and meetings to make presentations and answer questions.

Knowledge, Skills and Abilities

Knowledge of practices and procedures of public administration in a local government setting.

Knowledge of administrative principles, including goal setting, program development, implementation and evaluation and the management of employees.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, contract management and procurement to include knowledge of bid requirements, etc.

Knowledge of the organization and functions of local government to include inventory control, personnel management, capital acquisition, etc. as needed to review programs, provide technical assistance, and ensure that various groups are following procedures.

Knowledge of employee benefit programs as needed to administer programs, to identify cost containment measures, to evaluate the effectiveness of programs, etc.

Knowledge of local, state and federal laws, regulations and requirements regarding employee benefit programs and personnel issues or matters to include, but limited to, Personnel Rules and Regulations. Title VII. Fair Labor Standards Act. and Family Medical Leave Act.

Knowledge and awareness of trends as needed to determine long and short range needs for county and to coordinate requests between divisions.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding manpower, space or facility utilization, general operations, or to coordinate resources.

Ability to communicate ideas in writing to include organizing thoughts in a logical manner, clarity, conciseness, adapting style to the reader, and using proper spelling, punctuation, and grammar as needed to compose narrative summaries, reports, and correspondence and to review and edit the work of others.

Ability to communicate one-on-one to include relating to people of diversity and actively listening as needed to provide instruction to employees, supervise employees, and provide information to and coordinate projects.

Ability to prepare and make oral presentations to include researching subject, preparing an outline, preparing the text, preparing handouts and visual aids, anticipating questions, speaking to the audience, and answering questions as needed to conduct presentations.

Ability to establish and maintain effective working relations with employees, division heads, citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to formulate and recommend policy and procedure based laws, trends, and historic perspective.

Ability to analyze and evaluate data and information in order to make a decision or to develop recommendations for the Commission based on organizational needs, benefits and costs.

Ability to balance competing interest and to make decisions which will benefit the county.

Ability to supervise employees to include assigning and reviewing work, following up, providing feedback and recommending and implementing discipline as needed to accomplish the mission and goals of the county.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to plan and manage highly complex projects as needed to ensure that projects are completed on time and according to established standards.

Minimum Qualifications

Masters degree in public or business administration and a minimum of ten years senior executive-level experience in administration, finance, or personnel administration, or any equivalent combination of education and experience. Experience in a county or municipal environment is preferred.

Special Requirements

Ask a Question

Q&A

Articles

theKnow

Ask a question...

BUSINESS

Advertising and Marketing

Business Plans and Presentations

Business Schools and Training

Business Services and Consulting

More

Q&A > Business > Human Resources

What Is the Role of a Deputy Manager?

Answer



Deputy Managers or assistant managers are an organisation employee or worker who has authority from the manager. The roles of the deputy managers vary depending on the organisation whether big or small. Some of his/her roles include that they support the manager in the running of the various department, they also ensure that customers or clients receive the best service available.

1 Additional Answer

A deputy manager is responsible for ensuring that all customers or clients receive the best service available to them. This is the case when dealing with both external and internal candidates. Their role varies between platform of services. Deputy manager represents managers and hence they will ensure that all the managers duties are carried out effectively and promptly.

Q&A Related to "What Is the Role of a Deputy Manager"

What is the Role of a Manager?

The role of a manager is to provide leadership and organization to a large group of people or employees. A manager oversees production and makes sure guidelines are met.

http://answers.ask.com/Business/Management_and_HR/...

What is the job of a deputy manager?

A Deputy Manager functions under the Department Head or a Manager. He is

being groomed to independently function in the next grade as and when a vacancy arises or he is promoted. He

http://wiki.answers.com/Q/What_is_the_job_of_a_dep...

What Is the Role of Management Accounting?

Management accountants work at the beginning of the accounting cycle, recording the financial transactions of a company as they occur. This business role ensures that companies have

http://www.ehow.com/about_5523550_role-management-...

What is the role Channel Management?

Role: Establish partnerships (outside of direct sales efforts) that lead to sustainable and profitable marketshare and revenue growth. Priorities: Identify, Enable, and Go-to-Market

<http://www.quora.com/Management/What-is-the-role-C...>

Similar Questions

What Is The Role Of A Manager?

Top Related Searches

What Is The Role Of A Manager?

Wikipedia on Ask.com

Character (arts)

A character (or fictional character) is a person in a narrative work of arts (such as a novel, play, television series or film). Derived from the ancient Greek...

Explore this Topic

What Is Court of Protection **Deputy Role**
A **deputy** is a person appointed by the court of protection to **manage** the personal welfare or the property and affairs of another person who lacks the mental capacity ...

What Is a Deputy Manager

A **deputy manager** is a person appointed or empowered to act for the **manager**. **Deputy managers** are assistants exercising full authority in the absence of their superior ...

What Is the Role of the Deputy Prime Minister

The **Deputy Prime Minister** is the **deputy** head of Government and has special responsibility for political and constitutional reform. He serves as acting prime minister ...

People Also Asked

What kind of nurse makes the most money?

How many estimated jobs are available in the position of an investment banker?

What is the purpose of a survey?

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What is the Average Salary for a School Secretary?

What graduate program can i get into with a bachelor of psychology degree?

What Are the Education Requirements to Be a Fashion Designer?

Σ

§ 11-3-18. Chief administrative officer., AL ST § 11-3-18

Code of Alabama

Title 11. Counties and Municipal Corporations. (Refs & Annos)

Subtitle 1. Provisions Applicable to Counties Only. (Refs & Annos)

Chapter 3. County Commission. (Refs & Annos)

Article 1. . General Provisions. (Refs & Annos)

Ala.Code 1975 § 11-3-18

§ 11-3-18. Chief administrative officer.

Currentness

A county commission may employ a chief administrative officer, who shall carry out the administrative duties of the county and shall perform all of the following duties:

- (1) Keep and record minutes of all meetings of the county commission.
- (2) Have prepared and presented to the commission chair for proper execution all appropriate documents, such as resolutions, orders, contracts, or directives, as are necessary to carry out the actions of the county commission.
- (3) Maintain at all times a detailed record of the financial status of the county which shall be kept up to date at all times and shall reflect the true status of all outstanding obligations of the county and the estimated revenue for the current fiscal year.
- (4) Perform any other duties with reference to accounting, auditing claims, issuing warrants, and supplying the county commission with information as the county commission may deem necessary for the administration of the financial affairs of the county.
- (5) Serve as signatory for the county on all appropriate documents as authorized or directed by policy adopted by resolution of the county commission.
- (6) Perform any other duties as may be assigned from time to time and under procedures established by the county commission.

Credits

(Code 1852, § 705; Code 1867, § 833; Code 1876, § 747; Code 1886, § 827; Code 1896, § 959; Code 1907, § 3314; Code 1923, § 6763; Code 1940, T. 12, § 19; Acts 1980, No. 80-808, p. 1663; Act 2007-488, p. 1037, § 1.)

Notes of Decisions (9)

Means, Tiffany 3/6/2014
For Educational Use Only

§ 11-3-18. Chief administrative officer., AL ST § 11-3-18

Ala. Code 1975 § 11-3-18, AL ST § 11-3-18
Current through Act 2014-68 of the 2014 Regular Session.

End of Document

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Act No. 332

S. 528—Cater

AN ACT

Relating to the salaries of the officers of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, to fix the salary of the Clerk of the Juvenile and Court of Domestic Relations—Montgomery County Alabama, and to fix the maximum amount of the respective salaries to be received by the Probation Officers of said Juvenile and Court of Domestic Relations—Montgomery County, Alabama.

Be It Enacted by the Legislature of Alabama:

Section 1. The salary of the Clerk of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, shall be \$2,220.00 per annum payable in twelve equal monthly installments out of the general fund of Montgomery County, Alabama.

Section 2. The Chief Probation Officer of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, shall receive a salary of not exceeding \$2,220.00 per year, and the Deputy Probation Officer of said Juvenile and Court of Domestic Relations—Montgomery County, Alabama shall receive a salary of not exceeding \$2,220.00 per year, the amount of the respective salaries to be received by said Probation Officers within the said limits shall be fixed and regulated as occasion may require by the Judge of the Juvenile and Court of Domestic Relations—Montgomery County, Alabama, which said respective salaries shall be payable monthly out of the general funds of said County.

Section 3. All laws and parts of laws in conflict with the provisions of this Act be and the same are hereby expressly repealed, but only to the extent of such conflict.

Section 4. This Act shall become effective upon its passage and approval by the Governor.

Approved August 4, 1949.

Time 11:42 A. M.

Act No. 333

S. 529—Cater

AN ACT

To provide for the appointment of a Clerk of the Montgomery County Board of Revenue; to prescribe his duties; to authorize the Montgomery County Board of Revenue to fix his compensation, the same to be payable out of the general fund of the county; and to provide for his official bond.

Be It Enacted by the Legislature of Alabama:

Section 1. That the Montgomery County Board of Revenue shall appoint a Clerk of said board, who shall perform the duties herein prescribed, under the direction of said board.

Section 2. That the duties of the Clerk of the Montgomery County Board of Revenue shall be as follows:

A. He shall attend all meetings of the board and shall keep a record of the proceedings and actions of the board.

B. He shall safely keep all records and documents of the board.

C. He shall prepare and present to the board all data pertaining to the responsibility of the board and all matters of business which come to his attention.

D. He shall install, maintain, and keep all accounting and reporting records required by law.

E. He shall prepare and present to the board for approval, not later than the second Monday of August of each year, an estimate of the revenues anticipated and of the required expenses for the several divisions of the county government for the next succeeding fiscal year.

F. Upon the adoption of a budget for the county by the board, he shall be responsible for the execution of the same and insure that all expenditures of county funds are made in strict compliance therewith.

G. He shall have direct control of, and responsibility for, all property of the county over which the board has authority; shall maintain and keep such property in repair; shall maintain in a permanent record a perpetual inventory of such property; and shall insure all of such property as the board may direct.

H. He shall have authority to employ and discharge all employees in the office of the board and all employees of the county who maintain, repair, or perform janitor service in the courthouse, jail, and other county-owned buildings; but such employment shall be only to positions authorized by the board and at salaries set by the board.

I. He shall keep a permanent record of all retired employees of the county as the law may direct.

J. He shall receive and safely keep all funds of the county in their proper accounts in a depository designated by the board, and shall disburse all funds of the county in the name of the board on his signature as clerk.

K. In the handling of the funds of the county, he shall be governed by all general laws pertaining to a county treasurer which are not in conflict with the provisions of this Act.

L. He shall act as purchasing agent for the county in regard to all purchases authorized by law to be made by the board, approving requisitions for purchases from the several divisions of the county government, and issuing purchase orders thereon, unless the board, by resolution or order, may provide otherwise.

M. He shall be charged with the safekeeping of all securities and investments of the county under the jurisdiction of the board, and shall have the authority to rent, at the expense of the county, ample and safe bank storage space to insure the safekeeping of such securities and investments.

N. He shall, when he deems proper or when directed by the

board, examine or of any and all command and receive and institute property against any def

O. He shall, board, examine of any division of funds.

P. He shall delegated to him

Section 3. Th shall fix the compensation shall b the compensation

Section 4. Th of Revenue, bef must give bond ir sum as may be de to the county an and approved by office of the judg be paid out of the

Section 5. Th local, in conflict repealed.

Section 6. Th to be severable i stitutional by a shall not affect tl

Section 7. T upon its passage becoming a law.

Approved Au
Time 11:44 A

board, examine or cause to be examined the accounts and records of any and all county offices from which revenue is derived; demand and receive all monies due the county from any such office; and institute proceedings for the recovery of money due the county against any defaulters.

O. He shall, when he deems proper or when directed by the board, examine or cause to be examined the accounts and records of any division of county government disbursing or using county funds.

P. He shall perform such other duties as may be lawfully delegated to him by the board.

Section 3. That the Montgomery County Board of Revenue shall fix the compensation to be paid to said clerk, which compensation shall be paid out of the general fund of the county as the compensation of other employees of the county is paid.

Section 4. That the Clerk of the Montgomery County Board of Revenue, before entering upon the discharge of his duties, must give bond in the sum of fifty thousand dollars or such higher sum as may be determined by the board, such bond to be payable to the county and conditioned as prescribed by law, to be fixed and approved by the board, and to be filed and recorded in the office of the judge of probate. The premium on such bond shall be paid out of the general fund of the county.

Section 5. That all laws or parts of laws, general, special, or local, in conflict herewith be and the same are hereby expressly repealed.

Section 6. That the provisions of this Act are hereby declared to be severable and, should any part hereof be declared unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remainder.

Section 7. That this Act shall become effective immediately upon its passage and approval by the Governor or its otherwise becoming a law.

Approved August 4, 1949.
Time 11:44 A. M.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 6, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

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

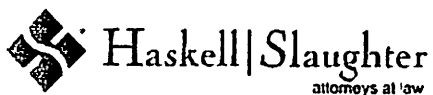
SUBJECT: Request for Opinion regarding Authority of the Montgomery County Commission

As per our discussion last night, I am writing to request an opinion regarding the authority of the Montgomery County Commission. This opinion should include the Commission's authority relative to personnel matters.

Please issue this opinion as soon as possible, but no later than 4:00 p.m., Friday, March 7, 2014.

As always, thank you for your assistance.

DLM/tn



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334 265 8573 | f. 334.264.7945

Agenda

MAR 17 2014

MEMORANDUM

March 14, 2014

TTG

TO: Donnie Mims
FROM: Thomas T. Gallion, III
RE: Lagos Del Sol Neighborhood (Repairing Hole(s))

I have reviewed your memorandum dated March 14, 2014 with the letter to Donnie Mims from David Reed dated February 21, 2014 and other related documents regarding the hole(s) Lagos Del Sol Neighborhood.

After discussions with Goodwyn, Mills, & Cawood, the engineers handling this matter, and the employees of the county engineering department, I have concluded as follows:

1. That the most urgent problem is the fixing of the hole(s) described in the report. This is an **emergency** matter that needs to be done before anyone is hurt. It is on a city/county easement and I am very concerned about the liability if the hole is not filled and taken care of as soon as possible.
2. The commission can look at the other aspects contained in your memo and we can approach those at a later date.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 14, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion regarding Lagos del Sol Neighborhood

Attached are legal opinions that you have issued regarding the Lagos del Sol neighborhood. Subsequent to the issuance of these opinions, we have obtained the following additional information:

- Contained on the recorded plat of the Lagos del Sol neighborhood is a provision for a 20 foot easement concerning a neighborhood storm sewer.
- There exists a Spillage Agreement with the City of Montgomery, which Executive Vice President David Reed with Goodwyn, Mills & Cawood has indicated that it could be utilized for County purposes to clean out the drainage ditch on the most eastern part of the properties.

On Wednesday, March 12, 2014, we held a Lagos del Sol meeting at your office in which the following people were present: Executive Vice President David Reed with Goodwyn, Mills & Cawood; Montgomery County Engineer George Speake and Assistant County Engineer James Kelley; Executive Director Greg Clark and Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission; and myself.

The following are issues that we discussed:

1. Large hole on the property located at 120 Portorino Drive
 - This hole is the result of a problem that started several years ago in the County right-of-way. The Engineering Department repaired erosion at this location due

to problems with the storm sewer. The Engineering Department repaired the pipe and subsequently the erosion has reoccurred and worsened to the point that the hole is bigger than a truck. Based upon hearing this information, you expressed concern regarding liability to the County Commission concerning this hazardous situation.

- When there is a large rain, the entire hole fills with water and a child could easily fall in and drown.

Please issue an opinion by 5:00 p.m. today as to whether the County Engineering Department can repair the pipe and fill in this large hole.

2. Storm Sewer Deterioration

- This storm sewer was constructed with a metal corrugated pipe which has rusted out over its many years of usage. There is available to the County a 20 foot utility easement of which the County could utilize in replacing the pipe. Attached is the Lagos del Sol storm sewer cost estimate issued February 20, 2014, by Goodwyn, Mills & Cawood which shows a total construction and engineering cost of \$568,165. This storm sewer is collapsing at various points on its path through the neighborhood. As time goes along, there will be further erosion all through the neighborhood, in which there will be potential places for children to fall in and drown.

Please issue an opinion by 5:00 p.m. today as to whether the County Commission can replace this storm sewer.

3. CDBG Grant for Storm Sewer

During our meeting Wednesday, Sara Byard briefed us regarding an inspection of the neighborhood by ADECA. In order to even be considered for a future grant for the storm sewer, the following issues would need to be corrected in the neighborhood:

- a. Demolition of homes that have been damaged by fire or significantly deteriorated due to neglect.
- b. Two junk yards located in the neighborhood.
- c. The need for the neighborhood to improve in its appearance by cleaning up trash and maintaining property.

Regarding the demolition of the homes, I have talked to City Planner Robert Smith and he has indicated that he would research the issue as to whether the City could assist the County in obtaining proper legal authorization to tear down the homes. I will pass along to you the research that Mr. Smith will provide to me.

Thomas T. Gallion, III
March 14, 2014
Page 3

In the past, you have provided assistance in having junk yards cleaned up or removed from various sites in the County. Please provide the steps we need to perform in order for us to have the sites cleaned up.

Regarding the topic of cleaning up trash in the neighborhood, would it be legally allowable for Circuit Judge Tracy McCooley to authorize for inmates at the County jail to assist in the cleaning up of this neighborhood if we obtain releases from the landowners.

4. Spillage Agreement with the City of Montgomery

- At Wednesday's meeting I believe DR provided you a copy of the SA with the City of Montgomery. Please advise what steps need to be done in order to authorize the County Engineering Department to clean out the drainage ditch on the most eastern part of the properties.

I consider this situation in the Lagos del Sol neighborhood a significant liability to the County Commission.

Please provide the requested information in order that it may be discussed at Monday's County Commission meeting.

As always, thank you for your assistance.

Attachment

DLM/tn



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

T. 334.264.7945 • F. 334.265.8573

www.hsy.com

MEMORANDUM

July 26, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Lagos Del Sol drainage issue

T T G

Per your request, I have researched what Montgomery County can do to help Lagos Del Sol neighborhood and I can find no avenue Montgomery County can use to provide any help. My reasons are as follows:

1. This is a neighborhood located within the police jurisdiction of the City of Montgomery and in Montgomery County;
2. Montgomery County has taken over the roads in this neighborhood and can help only on the dedicated right away;
3. I reviewed the laws governing health hazards ie. The Montgomery County Health Department and that is of no help;
4. This is a water drainage pipe problem and not a sewer pipe problem;
5. The water drainage pipe is in ill-repair and is located in the back yards on private property; and
6. If Montgomery County spent taxpayers' money on private property, it would be a criminal offense and cause the other private developments to come in droves to request the same. This would quickly bankrupt Montgomery County.

I am of the opinion that Montgomery County CANNOT spend any public monies on the repair of a water drainage pipe on private property for reasons stated above.

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Haskell Slaughter

attorneys at law

TTC

MONTGOMERY OFFICE

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f. 334.264.7945 • t. 334.265.8573

www.hsy.com

M E M O R A N D U M

September 10, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Lagos Del Sol Drainage

I have reviewed this matter off and on since 1985 when I first became County Attorney. I am very familiar with the background on the above stated project.

Originally this was a rural private development and the engineering was done by Goodwyn, Mills local engineers in Montgomery. In 1980 there was an attempt to dedicate the drainage system to the City and the County of Montgomery. However, this was never accepted by either. In order to be accepted, the system put into this neighborhood had to meet the City specifications, which it did not at that time. Recently, the County Engineering Department has met with the City Engineering Department and they have refused to participate in this project and will not accept it. Because of that, the County cannot get involved because it does not meet the specifications nor does it have the sole authority to accept this property. For the County to expend any taxpayer's money on this project would be illegal both civilly and criminally under the Alabama Ethics Law. It would also open up "Pandora's Box" as to any housing projects in the County that need assistance.

However, it may be possible for Central Alabama Regional Planning & Development Commission ("CARPDC") to apply for a federal grant pertaining to the land that would abut approximately fifty (50) property owners. In order to do that, the County would have to enter into an option agreement for One Dollar and other good consideration from each of the property owners for all 50 lot owners to execute a quit claim deed to the County for the above described property. This would be extremely hard but perhaps it can be achieved. I would request that this be an option and not a final purchase until we have some idea of whether this project would be eligible for a federal grant.

Without the federal grant, I see no way that Montgomery County can spend taxpayers' funds to enhance the value of private property; although it is badly needed. I even looked at the possible health hazards regarding this project but this is only a drainage problem and not a sewer problem. If in fact you could show a health hazard, Montgomery County would have to go through the Montgomery County Health Department, which is a state agency.

All in all, this is a very difficult situation and everyone feels extremely sorry for the people who purchased property in this area. However, I do not see any way legally to help these people other than that as I have described above.

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GOODWYN MILLS & CAWOOD

February 21, 2014

Donald Mims
County Administrator
Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36104

RE: Lagos Del Sol Subdivision

Dear Mr. Mims,

We have obtained old plans and aerial photographs of the Lagos Del Sol subdivision and used them as a basis to evaluate a plan to rehabilitate the failed stormwater collection and transmission line. The project should include the replacement of the entire length of the CM and BCCM pipe with reinforced concrete pipe.

We developed a preliminary cost estimate for the construction required to rehabilitate this system. Our estimate is attached along with a sketch showing the scope of work. This estimate is based on unit prices of items as bids on recent projects. Please note that there could be some increases in costs due to the encroachments on the county easements of fences, out buildings, etc.

The project could be developed as a CDBG grant project. We will be happy to meet with you and Sara Byard of the Central Alabama Regional Planning to discuss the possibility of preparing the necessary application to ADECA.

Please contact me with any questions.

Sincerely,

David B. Reed, P.E., PLS
Executive Vice President

DBR/bb

GOODWYN MILLS AND CAWOOD, INC.
200 First Line Lane, Suite 100
Montgomery, AL 36107
Tel: 205/271-1100 Fax: 205/271-1101
www.goodwynmills.com

**Lagos Del Sol Storm Sewer
Cost Estimate
February 20, 2014**

Assumptions –

1. All pipe replaced from Hwy 31 to ditch on NE end of project, including under streets.
2. Where pipe is replaced, fence will have to be replaced.
3. No additional easements will be necessary to be acquired (no easement expense).
4. Lump sum amounts will be added for utility conflicts.
5. No pipe/inlets replaced on systems connecting to this new main line (down side lot lines).
6. All pipe is reinforced concrete pipe.
7. Either junction boxes, open throats or 'S' inlets will be located at all changes in grade or direction.
8. Pipe sizes estimated based on old plans and available information. Pipe lengths scaled from drawings. Hydraulic analysis to be done to determine actual required pipe sizes.
9. 50% added to all pipe prices due to difficulty of installation.

I. Construction Costs

U.S. 31 to Sanchez

		<u>Unit Price</u>	<u>Total</u>
24" RCP	100 LF	65.00	\$6,500.00
30" RCP	210 LF	80.00	\$16,800.00
Junction Box	1 EA	2,500	\$2,500.00
Clearing & Grubbing (Including Demolition)	1 LS	3,000	\$3,000.00
Chain Link Fence	300 LF	9.00	\$2,700.00
Seed & Mulch	0.20 AC	2,000	\$400.00
Rework Inlets @ 31	2 EA	1,000	<u>\$2,000.00</u>
Subtotal			\$33,900.00

Sanchez Drive

36" RCP	35 LF	90.00	\$3,150.00
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'S 'Inlets	2 EA	3,000	\$6,000.00
Curb Replacement	30 LF	15.00	\$450.00
Paving Patch	60 SY	60.00	\$3,600.00
Demolition	1 LS	1,000	<u>\$1,000.00</u>
Subtotal			\$14,200.00

Sanchez Drive to El Dorado

36" RCP	410 LF	90	\$36,900.00
48" RCP	60 LF	135	\$8,100.00
Junction Box	2 EA	2,500	\$5,000.00
Open Throat	2 EA	3,000	\$6,000.00
Clearing & Grubbing (Includes demolition)	1 LS	5,000	\$5,000.00
Chain Link Fence	470 LF	9.00	\$4,230.00
Seed & Mulch	0.35 AC	2,000	<u>\$700.00</u>
Subtotal			\$65,930.00

El Dorado

48" RCP	35 LF	135	\$4,725.00
Curb Replacement	30 LF	15	\$450.00
Paving Patch	60 SY	60	\$3,600.00
Demolition	1 LS	750	<u>\$750.00</u>
Subtotal			\$9,525.00

El Dorado to Lagos Lane

48" RCP	730 LF	135	\$98,550.00
40 x 65 CAP	340 LF	180	\$61,200.00
Junction Box	3 EA	2,500	\$7,500.00
Open Throat	4 EA	3,000	\$12,000.00
Clearing & Grubbing	LS	10,000	\$10,000.00

Chain Link Fence	1070 LF	9.00	\$9,630.00
Seed & Mulch	0.75 AC	2,000	<u>\$1,500.00</u>
	Subtotal		\$200,380.00
<u>Lagos Lane to Ditch</u>			
36 x 58" CAP	120 LF	150	\$18,000.00
Junction Box	1 EA	2,500	\$2,500.00
Headwall	1 EA	2,000	\$2,000.00
Repair Conc. Flume	30 SY	40.00	\$1,200.00
Curb Repair	30 LF	15	\$450.00
Paving Patch	60 SY	80	\$3,600.00
Demolition	1 LS	1,500	<u>\$1,500.00</u>
	Subtotal		\$29,250.00
<u>Outfall Ditch</u>			
Regrade Outfall ditch	1000 LF	3.00	\$3,000.00
Seed & Mulch	1.0 AC	2,000	\$2,000.00
Stone Rip-Rap	100 SY	50	<u>\$5,000.00</u>
	Subtotal		\$10,000.00
	Subtotal Construction Costs		\$363,185.00
	Contingency (25%)		<u>\$90,800.00</u>
	Subtotal All		\$453,985.00
Miscellaneous			
Utility Conflicts	1 LS	25,000	<u>\$25,000.00</u>
			\$478,985.00

II. Engineering Costs

Initial Surveying for Design	\$15,000.00
CDBG Design Fee @ 8.8%	\$42,150.00
CDBG Resident Inspection @ 4.6%	\$22,030.00
Preliminary Engineering	<u>\$10,000.00</u>
Total Engineering	\$89,180.00
Total Construction & Engineering	\$568,165.00



MAR 17 2014

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MONTGOMERY COUNTY
COMMISSION

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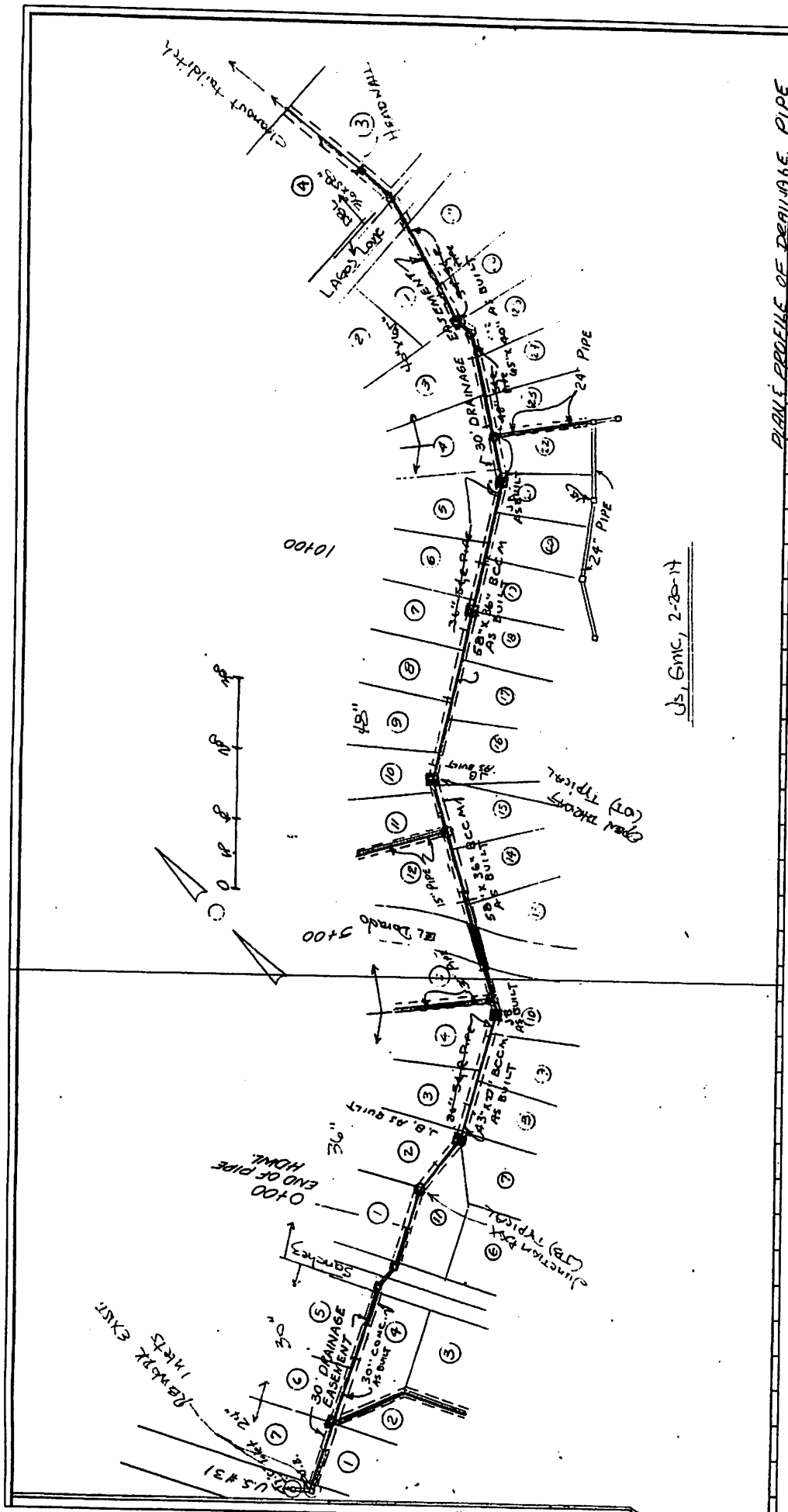
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MAR 17 2014Section 11-40-10**Police jurisdiction; operation of ordinances enforcing police or sanitary regulations; jurisdiction on islands and offshore water adjacent to Florida.**

(a) The police jurisdiction in cities having 6,000 or more inhabitants shall cover all adjoining territory within three miles of the corporate limits, and in cities having less than 6,000 inhabitants and in towns, such police jurisdiction shall extend also to the adjoining territory within a mile and a half of the corporate limits of such city or town.

~~(b)~~ (b) Ordinances of a city or town enforcing police or sanitary regulations and prescribing fines and penalties for violations thereof shall have force and effect in the limits of the city or town and in the police jurisdiction thereof and on any property or rights-of-way belonging to the city or town.

(c) The police jurisdiction of any municipality which pursuant to this section extends to include part of any island which has water immediately offshore adjacent to the boundary of the State of Florida, upon approval of the council of the municipality, shall extend to include the entire island including the water adjacent to the island extending to the existing police jurisdiction of the municipality and extending to the Florida state boundary where applicable.

(Code 1907, §1230; Code 1923, §1954; Code 1940, T. 37, §9; Act 2003-388, §1.)

Section 11-40-30**Demolition of unsafe structures.**

Any incorporated municipality of the state may, after notice as provided herein, move or demolish buildings and structures, or parts of buildings and structures, party walls, and foundations when found by the governing body of the municipality to be unsafe to the extent of being a public nuisance from any cause.

(Acts 1989, No. 89-376, §1; Act 99-702, 2nd Sp. Sess., p. 216, §1.)

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, April 7, 2014, at 8:00 in the morning.



Administrator



Chairman