

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
JULY 7, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:08 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 COMMUNITY LIAISON CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER

Samaritan Counseling Center Community Liaison Christy Holding requested funding in the amount of \$5,000 for the program. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$5,000 to the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris stated that he did not believe that the establishment of a Director of Risk Management classification, which was on the agenda, had been worked enough. Administrator Mims responded that it was discussed at the last meeting and the Commission had instructed him to put it on the agenda.

Chairman Dean requested a \$2,000 miscellaneous appropriation from his account to Floyd Middle School for the youth football program.

After discussion, the Commission agreed to add this item to the miscellaneous appropriations.

PRESENTATION BY GRIFFIN HARRIS WITH PH&J ARCHITECTS, INC., AND DIRECTOR AYLIA MCKEE WITH THE PUBLIC DEFENDER'S OFFICE

Griffin Harris with PH&J Architects, Inc. and Director Aylia McKee with the Public Defender's Office briefed the Commission regarding the report from Environmental Materials Consultants,

Inc., concerning the asbestos survey and lead-based paint testing at the Greil Mansion. (Copy of Report, Agenda pages 21-1 through 21-17, is attached to these Minutes)

Mr. Harris discussed a Proposal in the amount of \$1,700 from Environmental Materials Consultants, Inc. regarding lead clearance monitoring concerning the Greil Mansion.

Administrator Mims noted that the building will be vacant during the renovations of the interior.

After discussion, the Commission agreed to waive rules and add this proposal and a budget change request to the agenda.

PRESENTATION BY ATTORNEY RILEY W. ROBY WITH BALCH & BINGHAM, LLP

Attorney Riley W. Roby with Balch & Bingham, LLP, briefed the Commission regarding economic development incentive terms, including the creation of 25 new jobs, which the City and County of Montgomery and Montgomery County propose to offer to Stivers Ford Lincoln, Inc., related to the expansion and renovation of its automotive dealership located on the Eastern Boulevard. He stated that the City Council has adopted a Resolution to approve the economic development incentive terms.

Commissioner Ingram expressed concern regarding the lack of a claw back provision if they do not meet their target in employment. The Commission agreed to discuss this item later in the meeting.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims distributed a Resolution and Project Agreement with the City of Montgomery and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth. He informed the Commission that Mayor Todd Strange would brief this item at the next meeting.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris stated that the River Region should contribute in incentive packages for companies. Chairman Dean replied that in the past Elmore County, Butler County and Autauga County have contributed to the incentives of bringing Hyundai and other companies to Montgomery.

PRESENTATION BY FRANK LITCHFIELD WITH SEAY, SEAY & LITCHFIELD AND TODD SMITH WITH SCHNEIDER ELECTRIC

Frank Litchfield with Seay, Seay & Litchfield and Todd Smith with Schneider Electric briefed the Commission regarding Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc., for the Youth Facility Project concerning the fire alarm system replacement.

After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding the 2013 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements and related Resolution.

After discussion, the Commission agreed to place this item on the next agenda.

Ms. Buskey briefed the Commission regarding Budget Change Request Number 3, which increased the travel budget for training new staff at continuing education classes, to cover the tuition for Leadership Montgomery for a staff member and to cover the increased cost of professional conferences.

After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding the Time and Attendance software system and distributed examples of the paper intensive manual system that the County is currently using to account for employees' time and attendance reporting. He stated that the total cost of the project is \$458,628, which will have a payback of 17 months. He indicated that this a very good return and requested the Commission approve the necessary funding to implement this plan in the 2014-2015 budget.

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

County Engineer George C. Speake briefed the Commission regarding a Resolution and a Letter of Intent concerning the Mount Zion Road resurfacing project. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake briefed the Commission regarding Engineering Budget Change Request Number 9, to cover the increased cost of attending the ACCA Annual Conference for the Assistant County Engineer. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Additionally, Mr. Speake said he had contacted Robert Smith, Director of City Planning, about the drainage problems in Hunter Station. As a follow-up, Mr. Smith gave Mr. Speake a copy of a storm drainage evaluation study prepared by Krebs Architecture and Engineering, Inc. which identified recommended upgrades for Hunter Station drainage system. The City has already submitted this study along with CDBG and FEMA Mitigation grant applications to obtain grant funds for these proposed drainage improvement projects at Hunter Station. Mr. Smith said he had been working with city councilman David Burkett concerning this issue.

In closing, Mr. Speake mentioned that District I was replacing damaged cross-drain pipes on Will Poole Road; ALDOT has issued authorization to proceed with preliminary engineering for the Vaughn Road resurfacing project, and the Butler Mill Road resurfacing is scheduled for the November 2014 ALDOT letting.

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas briefed the Commission regarding an additional step increase with a promotional pay increase for a Clerk III in the Personnel Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 1 from the Detention Facility, Budget Change Request Number 1 from the Emergency Communications District Board, Budget Change Request Number 3 from the Sheriff's Office, Budget Change Request Number 1 from the Tax and Audit Department, Budget Change Request Number 9 from the Probate Judge's Office and Budget Change Request Number 10 from the Probate Judge's Office (Elections). After discussion, the Commission agreed to waive rules and add these items 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 led by Vice Chairman Harris.

The Pledge of Allegiance was led by Commissioner Ingram.

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.

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of June 16, 2014. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 8, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED INCREASING PIKE ROAD VOLUNTEER FIRE DEPARTMENT BOARD MEMBERS FROM THREE MEMBERS TO FIVE MEMBERS AND APPROVED THE APPOINTMENTS OF ANGIE BRADSHER AND CHARLES WILLIAMSON BARFOOT, SUBJECT TO THE PROVISIONS OF THE CODE OF ALABAMA §11-88-6 AND WHOSE TERMS OF OFFICE WILL BE IN ACCORDANCE WITH THIS CODE SECTION AND DETERMINED BY THE COUNTY ATTORNEY

Administrator Mims presented the following memorandum:

July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Board Member Increase and Appointments to the Pike Road Volunteer Fire Protection Authority

The Montgomery County Commission, at its meeting on June 16, 2014, agreed to place on the next agenda authorization to increase the number of board members of the Pike Road Volunteer Fire Protection Authority from three members to five members and to approve the selection of the two new board members.

Attached is a Resolution to Amend Bylaws and expand the Board of Directors, adopted by the Pike Road Volunteer Fire Protection Authority on May 29, 2014, along with a copy of Code of Alabama §11-88-6. Also, attached is a copy the September 14, 1992 Minutes of the Regular Adjourned Meeting of the Montgomery County Commission, which shows the appointment of the original three Board of Directors.

I am requesting that the Commission authorize increasing the Board of Directors from three to five members and appoint Angie Bradsher and Charles Williamson Barfoot, subject to the provisions of the Code of Alabama §11-88-6 and whose terms of office will be in accordance with this code section and determined by the County Attorney.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copies of Board Members' Appointment Page, Resolution, Code of Alabama §11-88-6, and September 14, 1992 Minutes, Agenda Pages 1-2 through 1-7, are attached to these Minutes.)

Commissioner Ingram and Chairman Dean inquired about the effective date and terms of the two additional appointments. Administrator Mims responded that the effective date is immediate and the County Attorney will determine the expiration of the terms.

COUNTY COMMISSION – APPROVED LEASE AGREEMENT AND RENOVATION AGREEMENT WITH THE STATE OF ALABAMA REGARDING THE GREIL MANSION FOR THE MONTGOMERY COUNTY PUBLIC DEFENDER'S OFFICE

Administrator Mims presented the following memorandum:

July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Lease Agreement and Renovation Agreement regarding the Public Defender's Office

The Montgomery County Commission, at its meeting on June 16, 2014, agreed to place on the next agenda, a Lease Agreement and Renovation Agreement regarding the renovation of the Greil Mansion for the Montgomery County Public Defender's Office, pending the results of an asbestos survey and lead paint test.

Based upon a review of the asbestos survey and lead paint test, I recommend that the County Commission proceed with approving the Lease Agreement and Renovation Agreement.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Lease Agreement and Renovation Agreement, Agenda Pages 2-2 through 2-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH THE STATE OF ALABAMA
DEPARTMENT OF EXAMINERS OF PUBLIC ACCOUNTS REGARDING
REIMBURSEMENT OF COSTS ASSOCIATED WITH THE ANNUAL AUDIT OF
FEDERAL FINANCIAL ASSISTANCE RECEIVED BY MONTGOMERY COUNTY

Administrator Mims presented the following letter from Director County Audit Division of the State of Alabama Department of Examiners of Public Accounts James E. Hall:

June 4, 2014

Hon. Elton Dean Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please sign and date the two (2) copies of the agreement and return one (1) copy to the County Audit Division of our Department.

Sincerely,

/s/ James E. Hall, CPA
Director County Audit Division

Enclosure

End of Letter

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 3-2 through 3-4, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED CONTRACT AMENDMENT NUMBER 1 FOR GRASS
CUTTING SERVICES FOR VARIOUS MONTGOMERY COUNTY PARKS, CONTRACT
NUMBER 51901-13B-019

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: July 2, 2014

RE: Amendment No. 1 to Contract 51901-13B-019, Grass Cutting
Services for various Montgomery County Parks

Request approval of the attached Amendment No. 1 extending the period of the contract for grass cutting services for various parks for Montgomery County be placed on a future County Commission agenda.

Amendment No.1 will extend the contract period for a one (1) year period beginning August 1, 2014 and will end on July 31, 2015 and add three additional parks.

Attachment

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. (Copy of Amendment No. 1, Agenda Page 4-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF MEMBERSHIP DUES TO
GOVERNMENT FINANCE OFFICERS ASSOCIATION OF ALABAMA FOR
ADMINISTRATOR MIMS IN THE AMOUNT OF \$50.00

Administrator Mims presented the following letter from Administrative Assistant of Government Finance Officers Association of Alabama Jamie E. Moyers:

April 9, 2014

Donnie L. Mims
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Dear Mr. Donald Mims,

We are sorry you missed our annual conference this year. Since you were not registered for the conference your 2014-2015 membership dues have not been paid.

To be a regular member of the Government Finance Officers Association of Alabama you must pay your annual dues of \$50.00.

Please return a copy of this letter along with your \$50.00 check made payable to GFOAA to:

GFOAA
PO Box 240574
Montgomery, AL 36124-0574

Sincerely,

/s/ Jamie E. Moyers
Administrative Assistant

End of Letter

Commissioner Williams made a motion to approve 2014-2015 Government Finance Officers Association of Alabama membership dues for Donnie Mims in the amount of \$50.00. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

July 7, 2014

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator
SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

C-2014-88: Montgomery County Recreation Department, East Montgomery Baseball and Softball, Inc., for Baseball and Softball Programs for East Montgomery Youth - \$300; (Harris)
NC-2014-97: City of Montgomery, to be used by BONDS to Montgomery Botanical Gardens at Oak Park, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Walker)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following Miscellaneous Appropriations Reprogramming Request be added and his fellow Commissioners concurred:

NC-2014-98: BOE, Floyd Middle Magnet School, for Football Program - \$2,000;
(Dean)

Commissioner Ingram made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED BID AWARD FOR CATERING OF EMPLOYEE LUNCHEON, BID NUMBER 51988-14B-009

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: June 12, 2014
SUBJECT: Invitation to Bid No. 51988-14B-009,
Employee Luncheon

Request approval of award on the above referenced Invitation to Bid, to the low bid of Chappy's Deli, for the amount of \$4,170.00, be placed on a future agenda. (Copy of spread sheet attached)

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 7-2, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 20, FOR \$16,290 TO A CUT ABOVE THE REST TRAINING FACILITY, INC.

Administrator Mims requested approval of Budget Change Request Number 20, 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 8-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 21, FOR \$10,000 TO BRIDGE BUILDERS ALABAMA

Administrator Mims requested approval of Budget Change Request Number 21, County Commission Appropriations.

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 9-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 22, FOR \$7,500 TO KID ONE TRANSPORT, INC.

Administrator Mims requested approval of Budget Change Request Number 22, County Commission Appropriations.

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 10-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT - APPROVED POSITION FILL REQUEST FOR AN
APPRAISER I, POSITION NUMBER 850195003 AND POSITION FILL REQUEST FOR AN
APPRAISER III, POSITION NUMBER 850197006

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

July 7, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraiser I (CO0195) (850195003) for the Appraisal Department. I previously requested an

Appraiser II position but was unable to fill that position. I feel that we will have a larger group of applicants from which to choose if we advertise this position as an Appraiser I.

Attachments

End of Memorandum

July 7, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraiser III (CO0216) (850197006) for the Appraisal Department. I previously requested an Appraiser II position but was unable to fill that position. An Appraiser II requires considerable previous experience. I found that our applicants who had the required experience were already earning a higher salary than the salary listed for Appraiser II and were unwilling to accept the job. Therefore, as I stated at the last meeting, I feel that we will be able to find applicants willing to accept this position as an Appraiser III.

Attachments

End of Memorandum

Commissioner Ingram made a motion to approve position fill requests for an Appraiser I and for an Appraiser III. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-2 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ESTABLISHMENT OF A DIRECTOR OF RISK
MANAGEMENT (CO0109) CLASSIFICATION PAY GRADE A14, JOB DESCRIPTION
AND APPROVED RELATED POSITION FILL REQUEST

Administrator Mims presented the following memorandum:

June 19, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Establishment of Director of Risk Management Classification and Related
Position Fill Request

The Montgomery County Commission, at their June 16, 2014 meeting, agreed to place the establishment of a Director of Risk Management (CO0109) Classification, Pay Grade A14 and related Position Fill Request on the next agenda.

Thank you for your consideration regarding this request.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the establishment of a Director of Risk Management and related position fill request. The motion was seconded by Commissioner Ingram. Vice Chairman Harris made a motion to table action on consideration of the establishment of a Director of Risk Management and related position fill request. The motion to table action was not seconded. Chairman Dean, Commissioner Ingram, Commissioner Walker and Commissioner Williams voted in favor of the original motion. Vice Chairman Harris voted in opposition and the motion carried. (Copies of Position Fill Request and Job Description, Agenda Pages 12-2 through 12-6, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (7)

Administrator Mims presented the following memorandum:

June 19, 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 June 16, 2014, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 227
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 102
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 035
- (4) Corrections Officer Trainee/Corrections Officer, Position Number to be determined
- (5) Corrections Officer Lieutenant, Position Number 066
- (6) Corrections Officer Sergeant, Position Number to be determined
- (7) Corrections Officer Corporal, Position Number to be determined

I am requesting approval of these items.

Attachments

End of Memorandum

Vice Chairman Harris 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 and Memorandum, Agenda Pages 13-2 through 13-9, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (10)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Revenue Commissioner's Office	Request Number 9
2. Sheriff's Office	Request Number 22
3. Detention Facility	Request Number 8
4. Risk Management	Request Number 16
5. Personal Department	Request Numbers 12 and 13
6. Probate Judge's Office	Request Number 6
7. District Attorney's Office	Request Number 39
8. Emergency Mgmt. Communications District Board	Request Numbers 2 and 3

Commissioner Ingram made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 14-1 through 14-10, are attached to these Minutes.)

WAIVE RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (8)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Detention Facility	Request Number 1
2. Emergency Mgmt. Communication District Board	Request Number 1
3. Engineering Department	Request Number 9
4. Revenue Commissioner's Office	Request Number 3
5. Sheriff's Office	Request Number 3
6. Tax & Audit Department	Request Number 1
7. Probate Judge's Office	Request Number 9
8. Probate Judge's Office (Elections)	Request Number 10

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Budget Change Requests and Memorandum, Agenda Pages 15-1 through 15-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ACCEPTANCE OF PROPOSAL FROM ENVIRONMENTAL MATERIALS CONSULTANTS, INC., REGARDING LEAD CLEARANCE MONITORING CONCERNING THE GREIL MANSION AND APPROVED A BUDGET OF \$1,700

Administrator Mims presented a letter from President of Environmental Materials Consultants, Inc., W. Haynes Kelley requesting approval of acceptance of proposal regarding lead clearance monitoring concerning the Greil Mansion and approval of a budget of \$1,700.

Commissioner Ingram made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter, Proposal Acceptance Sheet and Email, Agenda Pages 16-1 through 16-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ENERGY SERVICES CONTRACT AMENDMENT NUMBER 4 WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC., FOR THE YOUTH FACILITY PROJECT CONCERNING FIRE ALARM SYSTEM REPLACEMENT

Administrator Mims presented the following memorandum:

July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Energy Services Contract Amendment Number 4 with Schneider Electric
Buildings Americas, Inc.

Attached is Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc., for the Youth Facility Project concerning a fire alarm system replacement.

During the renovation project of the Youth Facility, it was determined that the fire alarm system would need to be replaced. Architect Frank Litchfield has reviewed the Amendment and proposed cost and has found the Amendment and cost to be acceptable. Also, the fire alarm system replacement has been reviewed and accepted by the staff at the Alabama Building Commission. The cost of \$168,938.83 can be funded by the remaining proceeds of the 2014 Refunding Bonds.

I am requesting that the County Commission waive rules and approve the Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Amendment Number 4, Schedule A - Scope of Work Document, and Email, Agenda Pages 17-2 through 17-5, are attached to these Minutes.)

PERSONAL DEPARTMENT – APPROVED ADDITIONAL STEP INCREASE WITH
PROMOTIONAL PAY INCREASE FOR CLERK III

Administrator Mims presented the following memorandum from Personnel Director Carmen Douglas:

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas, Personnel Director

DATE: June 27, 2014

RE: Additional Step Salary Increase
With Promotional Pay Increase

The Montgomery City-County Personnel Department recently had a vacancy for a Clerk III position. I am recommending that Jessalyn Peck receive a one step-irregular salary increase with her promotion from Clerk Typist II A3, Step 5 (\$27,860) to Clerk III A4 Step 4 (\$30,302). The Montgomery City-County Rules and Regulations would have placed Ms. Peck's pay at Step 3 (\$29,334). The cost of this action will be \$968 and will not require any additional funding to the Personnel Department budget.

Ms. Peck was initially hired by the Personnel Department in 2007 as a Clerk Typist II. During the time that she was employed as a Clerk Typist II, she was cross-trained to serve as a backup for the Clerk III position. Therefore, with Ms. Peck's promotion the learning curve is minimum. She is already very familiar with the duties of the Clerk III position and has required very little training. Additionally, because Ms. Peck was employed for several years as a Clerk Typist II, she will continue to perform relief and support duties for the Clerk Typist II as needed.

Ms. Peck comes highly qualified to this position. She earned a BS degree in Business Administration, retired with over 20 years of experience as an administrative support professional with the State of Alabama and has a proven track record of being an outstanding employee. Therefore, I am recommending that Ms. Peck be promoted to Clerk III A4 Step 4 (\$30,302).

I ask that the Commission waive rules and approve this item at the next County Commission meeting on July 7, 2014.

End of Memorandum

Commissioner Williams made a motion to approve additional step increase with promotional pay increase for Clerk III. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 23 FOR \$5,000 TO THE SAMARITAN COUNSELING CENTER, INC.

Administrator Mims requested approval of Budget Change Request Number 23, County Commission Appropriations.

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION AND APPROVED LETTER
OF INTENT FOR RESURFACING OF MOUNT ZION ROAD (6.328 MILES), PROJECT NO.
MCP 51-76-15

Administrator Mims presented the following memoranda from County Engineer George C. Speake:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: June 24, 2014

RE: Approval of Resolution for Project No. MCP 51-76-15
Resurfacing Mount Zion Road (6.328 Miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the resolution for Project No. MCP 51-76-15 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

Attachments

End of Memorandum

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: June 24, 2014

RE: Approval – Letter of Intent for Project No. MCP 51-76-15
Resurfacing Mount Zion Road (6.328 Miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-76-15 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

Attachments

End of Memorandum

Commissioner Ingram made a motion to adopt resolution and approve Letter of Intent for Project No. MCP 51-76-15, resurfacing Mount Zion Road (6.328 Miles). The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Resolution, Letter of Intent, and Maps, Agenda Pages 20-2 and 20-4 through 20-6, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram told the audience good morning and stated that he hoped they all had a good 4th of July. He thanked everyone for all that they do and wished them all a good week.

Commissioner Williams said good morning and stated that he hoped they had a good holiday. He wished everyone another good week and good remainder of the year.

Chairman Dean told the audience good morning. He announced that the budget hearings are coming up and thanked the constitutional officers and department heads for the work they've done during the hard times over the last several years. He told everyone to be mindful of the upcoming budget hearings.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY FOUNDER AND EXECUTIVE DIRECTOR BRYAN KELLY WITH COMMON GROUND MONTGOMERY

Founder and Executive Director Bryan Kelly with Common Ground Montgomery briefed the Commission regarding the program and requested funding. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$20,000 on the next agenda for this program.

PRESENTATION BY EXECUTIVE DIRECTOR KAREN SELLERS WITH FAMILY SUNSHINE CENTER

Executive Director Karen Sellers with Family Sunshine Center presented the 2012-2013 Annual Report, requested funding and requested an increase for the 2014-2015 Budget for the program.

Commissioner Ingram requested a \$1,000 miscellaneous appropriation from his account and Commissioner Walker requested a \$2,000 miscellaneous appropriation from her account for the program. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda for this program.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission regarding additional funding to CH2M Hill not to exceed \$29,000 (60/40 Split of \$71,000 with the City of Montgomery) for the Montgomery Downtown Environmental Alliance. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK AND SPECIAL PROJECTS MANAGER STEVE TILL WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Special Projects Manager Steve Till with the Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Public Hearing to amend the Eastwood Villa Housing Rehabilitation project. After discussion, the Commission agreed to place this item on the next agenda.

Executive Director Greg Clark reminded the Commission of his request for one additional member to be selected to serve on the Policy Committee for the Rural Planning Organization of Central Alabama. After discussion, the Commissioner Ingram nominated Mrs. Marion Giles to serve on this Committee and the Commission agreed.

PRESENTATION BY EXECUTIVE DIRECTOR OF COMMUNITY CORRECTIONS PAUL BROWN

Executive Director of Community Corrections Paul Brown briefed the Commission regarding the 2014-2015 Annual Community Corrections Plan. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the purchase of a new vehicle for the County Mail Room. She recommended a five-passenger compact SUV Jeep Patriot Sport which would cost approximately \$18,000 and presented Budget Change Request Number 1 to cover the expense.

After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas briefed the Commission regarding the 2015 Budget Calendar. The Commission agreed to begin budget hearings at 10:00 a.m., July 21, 2014 and at 9:00 a.m., July 23, 2014 .

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on a Proposal from Norment Security Group regarding the Montgomery County Courthouse Duress Alarms System upgrade. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Court Security Officer, Position Number 156 from the Sheriff's Office.

Administrator Mims presented the following Position Fill Requests from the Detention Facility: Corrections Officer Trainee/Corrections Officer, Position Number 19, Corrections Officer Trainee/Corrections Officer, Position Number to be determined, Corrections Officer Lieutenant, Position Number 154, Corrections Officer Sergeant, Position Number to be determined and Corrections Officer Corporal, Position Number to be determined.

After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED

Probate Judge Steven L. Reed stated that he would like to prefile proposed bills to be considered by the 2015 legislature. The Commission encouraged him to work with Lobbyists Cassandra Crosby and Ron Drinkard regarding the bills.

Judge Reed noted that the internet is streaming that, according to the most recent census, Montgomery is the second fastest shrinking city, population-wise, in America. He stated that the City and County needs to think proactively to try to solve the issue.

DISCUSSION BY THE COMMISSION

After discussing the economic development incentive terms contained in a proposed Project Agreement with Stivers Ford Lincoln, Inc., related to the expansion and renovation of its automotive dealership, the Commission agreed to place the Project Agreement and related Public Hearing on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that in May 2014, Tommy Sikes, Chairman of the Pine Level Water Authority passed away and the Board has recommended Mr. Danny Burke or Mr. Robert Ryals to fill the vacancy for a term ending March 1, 2015. After discussion, the Commission agreed to appoint Mr. Ryals and to place this item on the next agenda.

Administrator Mims presented a Bid Award for Janitorial Services, Bid No. 51901-14B-012. After discussion, the Commission requested for County Attorney Tyrone C. Means to review the bid and advise them as to whether the next lowest bidder could receive the award due to the lowest bidder not being a local vendor.

Administrator Mims presented a letter from Montgomery Area Chamber of Commerce Foundation requesting funding in the Amount of \$25,000 for the construction of Freedom Park at Maxwell-Gunter AFB. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$25,000 on the next agenda for this project.

Chairman Dean recommended inviting Vice Chairman Leslie Sanders with the Chamber of Commerce to meet with the Commission to discuss the County's involvement in future projects. The Commission agreed.

Administrator Mims presented a Proposal from Alabama State University Gifted Gardeners Organization. After discussion, the Commission agreed for them to meet with the Commission.

Administrator Mims presented an email from American Cancer Fund for Children requesting a Proclamation recognizing September as Childhood Cancer Awareness Month in Montgomery County. After discussion, the Commission agreed for Administrator Mims to present a draft Resolution at the next meeting.

Administrator Mims presented a letter from Executive Director Lucile Waller with Cancer Wellness Foundation of Central Alabama requesting funding for the program. Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account for the program.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for July, August and September 2014.

Administrator Mims presented the Revenue Reports for June 2014 from Tax and Audit Department.

Administrator Mims presented the Census and Fiscal Report for June 2014 for Community Corrections.

Administrator Mims reminded the Commission of a request from County Extension Coordinator Jimmy Smitherman concerning funding in the amount of \$2,500 for the 2014 Successful Aging Initiative Event. He noted that last year, Commissioner Polizos appropriated \$500 from his account. Chairman Dean and Commissioners Ingram and Walker requested a \$500 miscellaneous appropriation from each of their accounts for this event.

Administrator Mims presented Contract Amendment 2 for Pest Control Services for County Buildings, Contract Number 51100-13B-024. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Juvenile Detention Officer, Position Number 900300017 from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims informed the Commission that he, Vice Chairman Harris and Commissioner Williams would be attending the NACo Conference at the end of this week and the early part of next week.

Administrator Mims informed the Commission that Courtney Williams, Clerk Typist II with the County Commission office, resigned effective June 27, 2014, in order to participate in clinicals

for her Physical Therapy degree. After discussion, the Commission agreed to place a Position Fill Request on the next agenda.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on July 7, 2014, at 11:38 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

07-07-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 06-13-14

Check Number	To	Check Number
243977		244628
Total Checks Paid		\$64,345.00

POLL WORKERS

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

07-07-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 06-13-14

Check Number	To	Check Number
244629		244696
Total Checks Paid		\$319,538.42

**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 06-13-14

Check Number	To	Check Number
244697		244790
Total Checks Paid		\$306,076.74

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

07-07-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-20-14

Check Number	To	Check Number
244792		244883
Total Checks Paid		\$160,870.23

CHECK #	PAYEE	AMOUNT	DATE
244791	Montgomery Cash & Carry	\$ 827.46	06/13/14

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 06-20-14

Check Number	To	Check Number
244884		244965
Total Checks Paid		\$724,495.63

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 06-27-14

Check Number	To	Check Number
244966		245010
Total Checks Paid		\$65,672.11

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

07-07-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-27-14

Check Number	To	Check Number
245011		245119
Total Checks Paid		\$432,425.61

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
06/27/14**

Payroll Check Number	120032	To	Payroll Check Number	120151	\$ 76,446.20
Direct Deposits					\$ 780,533.50
Payroll Check Number	120152	To	Payroll Check Number	120181	\$ 241,452.69
Direct Deposits					\$ 334,534.85
Federal Deposits					\$ 310,032.56
Total Payroll Paid					\$ 1,742,999.80

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

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

Jack Jackson
53 Avenue of the Waters
P.O. Box 640307
Pike Road, AL 36064
Home: 239-7716 Cell: 300-1690
Fax: 239-7718
Ljack9@knology.net

3/1/2017

Ty L. Glassford
1012 Merrywood Drive
Pike Road, AL 36064
Home: 277-6334 Work: 271-4000
tyglassford@comptextelecom.com

3/1/2019

Jane James
1864 Flowers Road
Mathews, AL 36052-3003
Home: 272-1734

3/1/2015

cc: Attorney Philip H. Butler (261-4211)
Bradley Arant Firm
Montgomery, AL

Attorney Ted Jackson (206-3100)
Rushton, Stakely Firm
Montgomery, Al

Pike Road Volunteer Fire Protection Authority
P.O. Box 640099
Pike Road, AL 36064

Term: 6 years



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

3427 Wallahatchee Rd. • P.O. Box 640099 • Pike Road, AL 36064 • (334) 271-1048

Resolution to Amend BYLAWS and expand the BOARD of Directors

May 29, 2014

Be it resolved that the Pike Road Volunteer Fire Protection Authority was formed in 1992 as a Fire Protection Authority under the Alabama statute with a THREE (3) member Board of Directors, and is now desirous of expanding its Board of Directors to a Total of FIVE (5) members effective as soon as reasonably possible."

Signed: Jane James
Jane James, Chairman

Date: 5-29-14

Signed: Ty Glassford
Ty Glassford, Sec / Treasurer

Date: 5-29-14

Signed: Jack Jackson
Jack Jackson, Vice Chair

Date: 5-29-14

Motion to accept above resolution made by: Ty

Second by: SAC

RECORDED VOTES:

Jane James: YEA _____ NAY

Ty Glassford: YEA _____ NAY

Jack Jackson: YEA _____ NAY

the said governing bodies and setting forth the said proposed amendment. If the proposed amendment provides for a change in the name of the authority, there shall be filed, together with the certificate required by the immediately preceding sentence, a certificate by the secretary of state showing that the proposed new name of the authority is not identical to that of any other corporation then in existence and organized under the laws of this state or so nearly similar to that of any other such corporation as to lead to confusion and uncertainty.

(f) The judge of probate shall promptly examine each such certificate and shall determine whether it is complete and regular on its face and whether the proposed amendment complies with the provisions of this article. If the judge of probate shall find that each such certificate is complete and regular on its face and that the proposed amendment complies with the provisions of this article, he shall enter and sign an order setting forth his finding and requiring each such certificate to be recorded, together with his order. Upon the filing for record of the said order and each such certificate, the said amendment to the certificate of incorporation shall become effective.

(g) If the proposed amendment effects a change in the name of the authority, the judge of probate shall promptly send a notice to the secretary of state, advising him of such change. (Acts 1965, 1st Ex. Sess., No. 107, p. 132, § 5; Acts 1967, No. 410, p. 1049, § 4; Acts 1991, No. 91-599, p. 1102, § 1.)

The 1991 amendment, effective July 29, of paragraph (1)d, added "and" at the end of 1991, in subsection (b) deleted "and" at the end paragraph (1)e, and added paragraph (1)f.

§ 11-88-5.1. Ratification of amendment.

Any action heretofore taken and approved by a majority vote of the board of directors of any water, sewer or fire protection authority, and found and determined to be true by the governing body of each county in which any part of the said authority's then existing service area lies, providing for an amendment to the authority's certificate of incorporation increasing the number of members of said authority's board of directors, is hereby authorized, ratified and confirmed regardless of any defects, mistakes, errors or ambiguities in the authorization thereof or in the provisions of law respecting amendments to certificates of incorporation of water, sewer and fire protection authorities. (Acts 1991, No. 91-599, p. 1102, § 3.)

Effective date. — The act which added this section became effective July 29, 1991.

§ 11-88-6. Board of directors.

Each authority shall be governed by a board of directors. All powers of the authority shall be exercised by the board or pursuant to its authorization.

The board shall consist initially of three directors, elected, as soon as may be practicable after the organization of the authority, by the governing body of the determining county for staggered terms as follows: The first term of one

§ 11-88-6 WATER, SEWER AND FIRE PROTECTION AUTHORITIES § 11-88-6

director shall begin immediately upon his election and shall end at noon on March 1 of the next succeeding odd-numbered calendar year following his election; the first term of another director shall begin immediately upon his election and shall end at noon on March 1 of the second succeeding odd-numbered calendar year following his election; and the first term of the remaining director shall begin immediately upon his election and shall end at noon on March 1 of the third succeeding odd-numbered calendar year following his election. Thereafter, the term of office of each director shall be six years.

If any amendment to the certificate of incorporation of the authority, effected pursuant to the provisions of section 11-88-5, shall increase the membership of the board, the board shall thereafter consist of such number of directors, elected by such governing bodies, as may be specified in the said amendment. The terms of office of any new directors added by any such amendment shall be so arranged that, taking into consideration the terms of office of the original three directors, the terms of office of approximately one-third of all directors (or as nearly one-third thereof as may be practicable) will end at noon on March 1 in each odd-numbered year following December 22, 1989. The term of office of each new director, added by amendment as aforesaid, shall following the initial term of such new director be for a period of six years. If at any time there should be a vacancy on the board, a successor director to serve for the unexpired term applicable to such vacancy shall be elected by that governing body which elected the director whose unexpired term he is to fill. Each election of a director, whether for a full six year term or to complete an unexpired term, shall be made not earlier than 30 days prior to the date on which such director is to take office as such. No officer of the state or of any county or municipality shall, during his tenure as such officer, be eligible to serve as a director.

Each director elected by a county governing body must be a duly qualified elector of that county and must be a resident of and the owner of real property in that part of the service area of the authority which lies within that county. Directors shall be eligible for reelection. Each director shall be reimbursed for expenses actually incurred by him in and about the performance of his duties. If the certificate of incorporation so provides, each director except the chairman of the board shall be compensated in an additional amount not to exceed \$50.00 per meeting attended but not to exceed \$800.00 per year. The chairman shall, if said certificate so provides, be compensated in an additional amount not to exceed \$50.00 per meeting attended but not to exceed \$1,500.00 per year.

Any director of the authority may be impeached and removed from office in the same manner and on the same grounds provided by section 175 of the Constitution of Alabama and the general laws of the state for impeachment and removal of the officers mentioned in said section 175. (Acts 1965, 1st Ex. Sess., No. 107, p. 132, § 6; Acts 1986, Ex. Sess., No. 86-717, p. 135; Acts 1989, Ex. Sess., No. 89-994, p. 38.)

REGULAR ADJOURNED MEETING

MONTGOMERY COUNTY COMMISSION

SEPTEMBER 14, 1992

PRESENT: Chairman Joseph, Members Bray and Gowan
(Attorney Gallion, Engineer Trotter and Administrator Stockman)

ABSENT: Members Knight and McWhorter

The meeting was opened with prayer led by Mr. Bray.

Mr. Bray made a motion to approve the Minutes of the Regular Adjourned Meeting of August 31, 1992 as presented. The motion was seconded by Mr. Gowan and unanimously approved by the Commission.

B U S I N E S S

COUNTY COMMISSION - PIKE ROAD VOLUNTEER FIRE
DEPARTMENT BOARD OF DIRECTORS APPOINTED

The Administrator presented the following letter to the Commission:

ROBISON & BELSER, P.A.

September 9, 1992

Dear County Commission:

Please place the following order of business on the agenda of your next meeting. Pike Road Volunteer Fire Protection Authority was recently incorporated on August 20, 1992. The corporation seeks to have the county commission, the governing body of the determining county, elect its directors. Pursuant to Alabama Code 11-88-6, the board of the new Authority

shall consist initially of three directors elected, as soon as may be practicable after the organization of the authority, by the governing body of the determining county for staggered terms as follows: The first term of one director shall begin immediately upon his election and shall end at noon on March 1 of the next succeeding odd-numbered calendar year following his election; the first term of another director shall begin immediately upon his election and shall end at noon on March 1 of the second succeeding odd-numbered calendar year following his election; and the first term of the remaining director

1-10

} }
shall begin immediately upon his election
and shall end at noon on March 1 of the third
succeeding odd-numbered calendar year follow-
ing his election. Thereafter, the term of
office of each director shall be six years.

The Authority incorporators propose the following persons
serve as directors of Pike Road Volunteer Fire Protection
Authority: Lindsey Ray, to serve until March 1 of the
next succeeding odd-numbered calendar year following
his election, March 1, 1993; John R. McGregor, Jr., to
serve until March 1 of the second succeeding odd-numbered
calendar year following his election, March 1, 1995; and
Jane James, to serve until March 1 of the third succeed-
ing odd-numbered calendar year following her election,
March 1, 1997.

Unless otherwise notified, the proposed directors and
I will not be attending the September 14th county
commission meeting. Please contact me if you have any
questions regarding the election. Thank you for your
kind attention to this matter.

Sincerely yours,

/s/ Sarah Williamson Parrish

After a brief discussion, Mr. Gowan made the motion to appoint Mr.
Lindsey Ray, Mr. John R. McGregor, Jr., and Ms. Jane James to serve as
recommended above in the office of director of the Pike Road Volunteer Fire
Department. The motion was seconded by Chairman Joseph and unanimously
approved by the Commission.

A D J O U R N M E N T

There being no further business to come before the Commission at
this time, the meeting stood adjourned until Monday, September 21, 1992, at
nine-thirty o'clock in the morning.

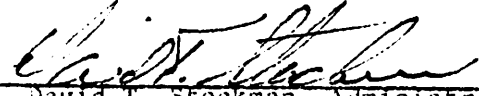
/s/ David T. Stockman
Administrator

/s/ W. F. Joseph, Jr.
Chairman

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, David T. Stockman, as Administrator of the County Commission
of said County and State, hereby certify that the foregoing is a true and
correct extract of the Minutes of the Regular Adjourned Meeting of the
County Commission of Montgomery County, Alabama held on September 14, 1992.

This the 17th day of September, 1992.



David T. Stockman, Administrator

STATE OF ALABAMA *
 *
COUNTY OF MONTGOMERY *

LEASE AGREEMENT FOR THE GREIL MANSION

This Lease Agreement (hereinafter called the "Lease"), between the **Montgomery County Commission**, (hereinafter called the "County Commission"), and the **STATE OF ALABAMA**, **by and through its Department of Finance**, (hereinafter called the "State"), is made and entered into this ____ day of _____ 2014.

WITNESSETH

The County Commission agrees with the State, upon the terms and conditions hereinafter set forth, to provide use of the office building containing approximately 8,934 square feet and situated in Montgomery County, the City of Montgomery, to-wit:

305 South Lawrence Street
Montgomery, Alabama 36104

1. TERMS OF UNDERSTANDING

- (a) The State agrees to use the premises for the operation of the Montgomery County Public Defender's Office. The primary term of this agreement herein made shall begin on or about July 1, 2014 and subject to the provisions of this agreement shall continue through June 30, 2020.
- (b) The State shall, upon adhering to the covenants herein, enjoy peaceable possession of the premises at 305 South Lawrence Street, Montgomery, Alabama.

2. RENTAL FEES

- (a) The County Commission has agreed to provide the use of the real estate at 305 South Lawrence Street, Montgomery, Alabama, to the State at no cost. The County Commission understands and agrees that the State will not pay the County Commission a monthly rental fee for any period of the term of this Lease.

3. MAINTENANCE AND IMPROVEMENTS

- (a) When necessary, the County Commission shall paint the building, repair the roof, plumbing, A/C and heating units, electrical, and/or leaks. The County Commission shall also maintain the outside structure of said building, including maintenance of lawns and landscaping.
- (b) Within a reasonable time of the commencement of this Lease, the maintenance and/or repairs needed on the building as identified by Architect Griffin Harris, with PH&J Architects Inc., are to be completed. *See Addendum – Renovation List dated 5/5/14.*
- (c) In addition, the County Commission agrees, when caused by leaks in the building, to pay for the replacement of carpet inside the building. Said carpet shall be of commercial nature.

and prior to installation, the County Commission and the State shall mutually agree upon the selection of the carpet.

- (d) The County Commission, where mutually agreed, shall provide all labor to replace/install light fixtures and ceiling fans. However, the State agrees to purchase all such items to be installed. Further, the State agrees that all such items installed in the building shall remain in the building and as property of the County Commission, along with the carpet and any other improvements thereto.
- (e) The County Commission agrees to install and/or update a security system, CCTV and card access systems for said building. The State agrees to pay for any monthly fees associated with these services.
- (f) In the event said property is destroyed and/or rendered uninhabitable by fire or acts of God, then said Memorandum shall be terminated effective on the date of such complete damage and destruction.

4. UTILITY COSTS AND OTHER SERVICES

The State agrees to be responsible for janitorial services and agrees to pay all utility costs connected with said building, including data communications and long distance telephone service. The County Commission agrees to be responsible for pest control services and maintaining the grounds of the property.

5. INSURANCE

- (a) The County Commission shall maintain Commercial General Liability, Property and Fire Insurance on the structure and grounds of said building.
- (b) The State will be responsible for maintaining rental insurance for all properties belonging to said State.

6. SALE OF BUILDING

- (a) If, at any time, Lessor should decide to sell said building to anyone other than the Lessee, such sale shall not occur until the expiration of this lease.

7. NOT A DEBT OF THE STATE

Under no circumstances shall the commitment of the State under this agreement constitute a debt to the State of Alabama as prohibited by Section 213, official Recompilation of the Constitution of Alabama of 1901, as amended. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the term of this Lease, the State's commitments under this Lease are payable solely from amounts appropriated by the Alabama Legislature for the State as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year.

8. CANCELLATION PRIVILEGE

- (a) It is expressly understood and agreed by the parties hereto that the State shall have the option to terminate this lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate sufficient funds to the State to make the payments set out herein which are due and payable under the terms of the Lease during each ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this Lease is to be made, the Lease will be subject to termination.
- (b) It is expressly understood and agreed by the parties hereto that the State shall have the option to terminate this lease in the event the State outgrows the building due to an increase in staffing by giving the County Commission a ninety (90) day written notice prior to the expiration of the then existing term of its intention to so opt out of the lease.
- (c) The County Commission does hereby reserve the right to cancel the lease with a 180-day written notice to the State during any time of the six-year renewal option.

9. DEFAULT

If at any time one party shall default in any of its covenants or obligations under this Lease, the other party shall give written notice of the nature of the default. If the default cannot be resolved within a reasonable period, the aggrieved party may cancel this Lease without further obligation. However, the County Commission's sole remedy for the settlement of any disputes relating to the payment of money under the terms of this Lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

10. RENEWAL

The County Commission does hereby grant and give the State an option to extend this Lease at the end of the term for one additional six-year period (s) upon all the same terms and conditions as herein stated by giving the County Commission a ninety (90) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

11. HOLDOVER TERM

If the State remains in possession of the premises after the end of the Lease term stated above, or any extension or renewal thereof, then such holding over will be deemed a month-to-month tenancy at the same rental and under the same conditions as are in effect at the time such holding over begins.

It is hereby agreed that, after each party has read and approved the covenants contained therein, this written instrument embodies the whole agreement of the parties.

This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this ____ day of _____ 2014.

COUNTY COMMISSION

Montgomery County Commission

Elton N. Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Witness

Recommended:

Office of Space Management

STATE

State of Alabama, Department of Finance

Bill Newton Director of Finance

Approved for Legal Form:

Department of Finance – Legal Division

Recommended:

Director
Office of Indigent Defense Services

APPROVED:

Governor, State of Alabama

STATE OF ALABAMA

*

*

COUNTY OF MONTGOMERY

*

Renovation Agreement

This Renovation Agreement (hereinafter called the "Agreement") is made on this ____ day of _____, 2014, by and between the Montgomery County Commission, of 101 South Lawrence Street, Montgomery, Alabama 36104, (hereinafter called the "County Commission"), and the State of Alabama, by and through its Department of Finance, of 100 North Union Street, Ste 680, Montgomery, Alabama 36104, (hereinafter called the "State"), for the purpose of achieving the various aims and objectives relating to the renovations of the Greil Mansion.

WHEREAS the County Commission and the State desire to enter into an agreement in which the County Commission and the State will work together to complete the renovations;

AND WHEREAS the County Commission and the State are desirous to enter into an Agreement between them, setting out the working arrangements that each of the partners agree are necessary to complete the renovations;

Purpose

The purpose of this Agreement is to set out the obligations of the parties and the agreement reached between them regarding the renovations of the Greil Mansion and reimbursement for some expenditures.

Obligations of the Parties

I. Services

Renovations¹ of the Greil Mansion shall include:

Exterior -

<u>Item</u>	<u>Quantity/Unit</u>
Strip wood columns	6 each
Repair rotted column bases & capital	6 each
Reseal all column joints @ staves	6 each
Prime & paint columns	6 each
Strip prime & paint windows	49 each
Paint exterior railings & planter boxes	1 lump sum
Patch blisters in exterior finish	1 lump sum
Clean exterior of building	1 lump sum
Secure front and rear handrail	1 lump sum

¹See Renovation List dated 5/5/14 provided by Griffin Harris, Principal Architect with PH&J Architects Inc., for estimated cost for each renovation.

Hazards & Building Essentials -

<u>Item</u>	<u>Quantity/Unit</u>
Remove & replace carpet	491 sq yd
Grab bars @ toilets	7 each
Exit lighting	1 lump sum
Emergency egress lighting	1 lump sum
Fire alarm	1 lump sum
Electrical infrastructure	1 lump sum
Replace 3 exterior doors with steel inc hdw	3 each
Lighting (LED) - Co. Comm's portion (1/ 2 of total cost)	1 lump sum

Essentials for Public Defender's Office-

<u>Item</u>	<u>Quantity/Unit</u>
Paint ceiling	8452 sq ft
Clean carpet - conference room	1 lump sum
Security wall at front entry	118 sq ft
Replace astragal @ entry, repair door & dead bolt	1 each
Rekey locks	25 each
CCTV and card access	1 lump sum
Signage	1 lump sum
Additional receptacles (25)	1 lump sum
Lighting (LED) - State's portion (1/ 2 of total cost)	1 lump sum
Painting 85,697 sq ft	85,697 sq ft

Other Renovations Identified by Architect Griffin Harris -

<u>Item</u>	<u>Quantity/Unit</u>
Install steel access panel	1 each
Tapered oak threshold & trim 14 doors +35'	771f

II. Financial Resources

a. The County Commission agrees to provide the following resources in respect of the renovations:

1. 100% financial, material and labor resources for all exterior renovations;
2. 100% financial, material and labor resources for all renovations to address hazards within the building and other building essentials;
3. 100% financial, material and labor resources for all renovations that are essential for use of the premises by the Public Defender's Office.

b. The State agrees to provide the following resources in respect of the renovations:

1. 100% financial reimbursement of expenditures for services enumerated in Essentials for Public Defender's Office. *See supra*. Pursuant to Alabama Code (1975) § 41-16-3, any and all payments made by the State shall be made within 30

days of receipt of a properly submitted and documented invoice.

It is hereby agreed that, after each party has read and approved the covenants contained therein, this written instrument embodies the whole agreement of the parties.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, this ____ day of _____ 2014.

COUNTY COMMISSION
Montgomery County Commission

DEPARTMENT OF FINANCE
State of Alabama, Department of Finance

Elton N. Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Bill Newton
Director of Finance

Approved for Legal Form:

Witness

Department of Finance – Legal Division

Recommended:

Recommended:

Office of Space Management

Director
Office of Indigent Defense Services

APPROVED:

Governor, State of Alabama

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2012 through September 30, 2013. The audit will encompass a financial audit in Accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in Accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed eleven thousand eight hundred sixty-eight dollars (\$11,868.00). MCC agrees to pay 80% of the cost of this agreement upon full execution and 20% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals as of the dates of the signatures below.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Date: 6/4/14

Montgomery County Commission

Elton N. Dean, Sr.
Chairman

Date: _____

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

AMENDMENT
TO
CONTRACT NO. 51901-13B-019

Amendment No. 1

DATE: July 2, 2014

Contract No. 51901-13B-019, Grass Cutting Services for various parks for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a one (1) year period, beginning August 1, 2014 and ending July 31, 2015.

The Following parks will be added to the contract.

-Snowdown Park \$8,960.00 Annual (11.82 Acres)

-Waugh Park \$3,975.00 Annual (2 Acres)

-Catoma Park \$3,975.00 Annual (2 Acres)

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

WITNESS:

HUMPHRIES LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

[illegible]

Bid Award Employee Luncheon

JUL - 7-2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 20

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 7/1/2014
 DATE: 7/1/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Donation Revenue	001-40000.47701	0	(16,290)	(16,290)
A Cut Above the Rest Training	001-56530.498	0	16,290	16,290
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

To budget an appropriation to A Cut Above the Rest Training Facility, Inc.

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 21

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	7/1/2014
DATE:	7/1/2014	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Donation Revenue	001-40000.47701	(16,290)	(10,000)	(26,290)
Bridge Builders	001-56530.498	16,290	10,000	26,290
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

To budget an appropriation to Bridge Builders Alabama.

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 22

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 7/1/2014
 DATE: 7/1/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Donation Revenue	001-40000.47701	(26,290)	(7,500)	(33,790)
Kid One Transport	001-56701.463	0	7,500	7,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(26,290)	0	(26,290)

JUSTIFICATION:

To budget an appropriation to Kid One Transport, Inc.

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 I**

POSITION NUMBER **850195003**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

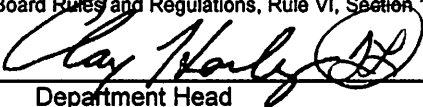
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A06 (\$34,563 to \$49,201)**

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 **07/07/2014**

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 _____

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



July 7, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraiser III (CO0216) (850197006) for the Appraisal Department. I previously requested an Appraiser II position but was unable to fill that position. An Appraiser II requires considerable previous experience. I found that our applicants who had the required experience were already earning a higher salary than the salary listed for Appraiser II and were unwilling to accept the job. Therefore, as I stated at the last meeting, I feel that we will be able to find applicants willing to accept this position as an Appraiser III.

CH

Attachments

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

11-3

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 III**

POSITION NUMBER **850 - 197-006**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A10 (\$53,523 to \$76,192)**

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 **07/07/2014**

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 _____

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: **County Commission**

DEPARTMENT HEAD: **Donald L. Mims**

SUPERVISOR: **Donald L. Mims**

1 POSITION TITLE **Director of Risk Management, County Commission**

POSITION NUMBER _____

PROPOSED EFFECTIVE DATE **6/16/14**

TYPE OF APPOINTMENT ☒ PERMANENT ☐ TEMPORARY

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE **A14 \$78,323 Step 01**

Department Head 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 _____

Director of Risk Management

FLSA: Exempt
Pay Grade: A14

CO0109
5/14/14

Nature of Work: The fundamental reason this position exists is to direct and oversee all aspects of city and county risk management programs in an effort to minimize cost and liability to the city and county. The Director of Risk Management is the liaison for the city, county, and other governmental or quasi-governmental entities to other departments, outside government agencies, vendors, and the community in risk management matters. The essential functions for the position include the following: directing and managing risk management programs which include safety and loss prevention, insurance administration and risk assessments; ensuring compliance of programs; developing and implementing policies/procedures/strategies; analyzing a variety of information; managing and administering safety programs; managing the acquisition of risk management services/benefits; managing relationships; and providing risk management guidance and support. The Director of Risk Management is supervised and evaluated by the County Administrator and operates under a memorandum of understanding between the Mayor's Office and the County Commission.

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. All work responsibilities are considered essential unless otherwise designated by a ***.

Directs and oversees the administration of all risk management insurance programs, for example, health benefits, life benefits, workers' compensation, uncovered losses, safety, accident claims, liability, property, and supplemental benefits.

Ensures that the city/county is in compliance with its internal operating policies and procedures, state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs), and any external legal, regulatory, or contractual requirements.

Analyzes data, trends, reports, financials, costs, alternative methods for risk management, hazards, etc. in order to perform risk assessments, develop budgets relative to risk management programs, and detect trends, problems, areas for cost savings, and possible alternatives and make sound decisions.

Develops and implements risk management policies, procedures, and strategies pursuant to applicable regulations and best practices in order to reduce cost and liability.

Manages and administers city/county safety programs which includes assessing training needs, developing and implementing training, and conducting safety inspections to ensure employee safety and prevent losses.

Manages the acquisition of risk management services/benefits to include negotiating with vendors, recommending purchases, and managing the administration of contracts in order to minimize cost exposure and liability.

Manages relationships with third party providers to include brokers, insurers, and administrators.

Provides guidance and advice concerning loss potentials or new and proposed city/country projects and programs.

Coordinates risk management projects, ideas, purchases, etc. between city and county officials.

Manages and supervises the work of City and County employees to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner in order to provide assistance, discipline, motivation, or counsel and to ensure work is being performed correctly and in a timely manner.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of risk management principles and practices to include standards and guidelines, hazard risk, risk identification, risk analysis, risk treatment, and the analysis of risk related to specialized areas such as operational, financial, strategic, and capital investment.

Knowledge of the assessment and treatment of risk related to physical property, intellectual property and reputation, legal and regulatory, management liability, human resource, environmental, crime and cyber, and fleet.

Knowledge of risk financing techniques to include estimating hazard risk, transferring risk through insurance, self-insurance plans, reinsurance, captive insurance, contractual risk transfer, and allocating costs.

Knowledge of public entity risk management to include administration, exposure identification and analysis, liability exposure, risk control, and claim and litigation management.

Knowledge of federal and state laws related to risk management such as workers' compensation laws, safety laws, HIPPA, ADA.

Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

Knowledge of retirement, health, leave, deferred compensation, workers' compensation and other employee benefit plans or programs.

Knowledge of various computer applications including word processing and spreadsheets as needed to prepare documents and develop statistical information.

Knowledge of state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs).

Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budgets.

Ability to maintain cooperative relationships as needed to coordinate risk management negotiations, programs, projects, etc.

Ability to exhibit interpersonal sensitivity to include patience, tact, establishing rapport, and determining and utilizing the proper attitude for the situation as needed to show empathy or

sympathy, recognize the implications of actions or statements on others, and interact effectively with the individuals and the public.

Ability to communicate ideas in writing to include organizing thoughts in a logical manner, clarity, conciseness, adapting style to the writer, 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 talk to others one-on-one and in groups to include asking the questions needed to get specific information, understanding and relating to people from different backgrounds, using tact, and listening as needed to convey and obtain information effectively.

Ability to communicate information and ideas in speaking so others will understand to include adjusting communications to the audience, accuracy, clarity and conciseness as needed to assign tasks, train staff, communicate with vendors, and gather and provide information.

Ability to develop and accomplish goals and objectives as needed to accomplish work assignments.

Ability to develop policies and procedures relative to risk management.

Ability to solve problems to include identifying possible solutions, analyzing strengths and weaknesses of possible solutions, evaluating the impact of the solutions, and making concrete recommendations and suggestions.

Ability to consider the relative costs and benefits of potential actions to choose the most appropriate one as needed to analyze facts in crises, and make decisions.

Ability to plan and organize to include setting priorities, developing a strategy, following a plan, and accomplishing goals as needed to handle several situations, problems and responsibilities, organize people, equipment and supplies, and manage the time of self and others.

Ability to read and understand information and ideas presented in writing as needed to follow written instructions, interpret various documents and laws, acquire knowledge, and extract and summarize information.

Ability to conduct research as needed to gather information for risk management projects and develop interpretations of laws and administrative procedures.

Ability to supervise the work of subordinates to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner as needed to provide assistance, discipline, motivate, or counsel and to ensure work is being performed correctly and in a timely manner.

Ability to exercise initiative, discretion, and judgment in making decisions on behalf of the city and county.

Ability to combine pieces of information to form general rules or conclusions as needed to interpret the value of information and recognize relationships between facts and situations.

Ability to provide leadership to include motivation, development, and the provision of direction to individuals as needed to administer risk management programs.

Ability to manage projects and programs to include developing, monitoring, evaluating, and making adjustments as needed.

Ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

MINIMUM QUALIFICATIONS: Master's degree in business or public administration or a closely related field such as accounting, finance, risk management, or insurance and 10 years of increasingly responsible management experience in all aspects of risk management including safety and loss prevention, insurance administration, and risk assessments. Certification as a risk manager or an associate of risk management is preferred and can be substituted for the master's degree.

APPROVALS:	
Supervisor	Date
Division Head	Date
Department Head	Date
Appointing Authority	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 Trainee / Corrections Officer

Position Number 227

Proposed Effective Date June 9, 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 June 4, 2014

Department Head *mt*

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 Trainee / Corrections Officer

Position Number 102

Proposed Effective Date June 9, 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
Department Head

Date June 4, 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: 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 Trainee / Corrections Officer

Position Number 35

Proposed Effective Date June 9, 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 May 30, 2014

Department Head *nmw*

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 Trainee / Corrections Officer

Position Number _____

Proposed Effective Date June 9, 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
Department Head *mtc*

Date June 4, 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 _____

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

June 5, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DTM*
Montgomery County Sheriff's Office

SUBJECT : Approval Fill Request
For Lieutenant
In Montgomery County Detention Facility

Lieutenant Lamar Rogers retired from the Montgomery County Sheriff's Office effective June 1, 2014. His retirement will open positions for Lieutenant, Sergeant, Corporal, and Deputy Sheriff. I am requesting the Montgomery County Commission authorize the fill request for each of these positions.

I am attaching copies of the Fill requests. Originals have been forwarded to Ms. Bazzell's office in Finance. Please place this on the next agenda for the approval of the County Commission. Your assistance will be appreciated.

DTM/tb

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 Lieutenant

Position Number 66

Proposed Effective Date June 9, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC4 \$45,145 - \$64,264
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 June 4, 2014

Department Head mb

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 Sergeant

Position Number _____

Proposed Effective Date June 9, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade 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-Promotions)
D. T. Marshall Date June 4, 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

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 Corporal

Position Number _____

Proposed Effective Date June 9, 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 June 4, 2014
Department Head JMCC

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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

JUL - 7 2014

Date: June 27, 2014
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Leadership Montgomery
Departure Date: July 30, 2014 Return Date: May 23, 2015
Conference Leave (Days / Hours): _____
Purpose of Travel: Leadership Montgomery

Traveler (s) Name: 1. Allyson Holland 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,675.00 Advance Registration Required: \$1,675.00

Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: _____

To: Janet Buskey, Revenue Comm.
From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,675.00 and advance registration of \$1,675.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,400.00</u>	
Approved Requests:	<u>\$3,274.58</u>	
Budget Available:	<u>\$125.42</u>	
Current Requests:	<u>\$1,675.00</u>	
Budget Balance:	<u>-\$1,549.58</u>	

Donald L. Mims, Administrator

*Note: Budget Change # 3
if Approved, will cover this
negative Balance.*

Reviewed by: S. Thomas

Date: 6/30/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

Agenda

JUL - 7-2014

Date: June 26, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 27, 2014 Return Date: August 29, 2014
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Alabama Law Enforcement Conference

Traveler (s) Name: 1. Captain George Beaudry 4. _____
2. Captain Trent Beasley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$400.00

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

Additional Comments: _____

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

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

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>\$20,700.53</u>	
Budget Available:	<u>\$4,299.47</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$2,799.47</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/30/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

JUL - 7-2014

Date: June 23, 2014
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: October 21, 2014 Return Date: October 24, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Alabama Jail Conference

Traveler (s) Name: 1. Colonel Wanda Robinson 4. _____
2. Captain Etta Matthews 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: _____

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____
All expenses will be incurred in the 2015 Budget year

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$11,493.52</u>
Budget Available:	<u>\$3,506.48</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$3,506.48</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/24/2014

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 16

Agenda

JUL - 7 2014

Date: June 19, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Stowe, Vermont
Departure Date: August 11, 2014 Return Date: August 13, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: States' Annual Board of Directors Meeting

Traveler (s) Name: 1. Scott Kramer 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: Risk Management Fund Name: Liability

Additional Comments: All expenses are paid by States

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$10,025.78</u>	
Budget Available:	<u>\$4,974.22</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$4,974.22</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/20/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

JUL - 7 2014

Date: June 25, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 3, 2014 Return Date: August 6, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend the AAPPA Annual Conference & Pre-Conference Problem Sharing Forum

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,528.76 Advance Registration Required: \$355.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$355; Mileage - \$221.76; Hotel - \$577; Food - \$375

To: Carmen Douglas, Director

From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,528.76 and advance registration of \$355.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,200.00</u>	
Approved Requests:	<u>\$13,268.84</u>	
Budget Available:	<u>\$3,931.16</u>	
Current Requests:	<u>\$1,528.76</u>	
Budget Balance:	<u>\$2,402.40</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/26/2014

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

JUL - 7-2014

Date: June 25, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 24, 2014 Return Date: September 24, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the 2014 Fall Career Fair at AUM

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$200.00

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-190</u> (ex: 000-00000-000)
Description:	<u>Recruiting</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$244.00</u>
Budget Available:	<u>\$1,756.00</u>
Current Requests:	<u>\$200.00</u>
Budget Balance:	<u>\$1,556.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/26/2014

cc: Finance Director / Buyer

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Revised October 13, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

JUL - 7 2014

Date: April 9, 2014
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 10, 2014 Return Date: August 13, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend the Alabama Probate Judges Association 2014 Summer Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. Malcolm Richard 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,600.00 Advance Registration Required: \$950.00

Department Name: Probate Fund Name: General/MV Training

Additional Comments: 783-51350.265 \$828.00
001-51300.265 \$2,772.00

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$3,600.00 and advance registration of \$950.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	<u>783-51350.265</u>
Description:	<u>Reg & Training</u>	<u>Reg & Training</u>
Current Budget:	<u>\$7,500.00</u>	<u>\$3,000.00</u>
Approved Requests:	<u>\$3,940.75</u>	<u>\$2,171.07</u>
Budget Available:	<u>\$3,559.25</u>	<u>\$828.93</u>
Current Requests:	<u>\$2,772.00</u>	<u>\$828.00</u>
Budget Balance:	<u>\$787.25</u>	<u>\$0.93</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/20/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 39

Agenda

JUL - 7 2014

Date: June 25, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: July 17, 2014 Return Date: July 17, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama District Attorneys Secretaries Assoc Support Staff Training

Traveler (s) Name: 1. Lynde Crowder 4. Deborah Rayborn
2. Saundra Sorrell 5. Peggy Thompson
3. Mary Lynn McLeod 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: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$48,000.00</u>	
Approved Requests:	<u>\$46,290.00</u>	
Budget Available:	<u>\$1,710.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$1,710.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/26/2014

cc: Finance Director / Buyer

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Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

JUL - 7-2014

Date: June 19, 2014
To: Donald L. Mims, Administrator
From: Jane Brown Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: July 8, 2014 Return Date: July 8, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend AAND One-Day Workshop

Traveler (s) Name: 1. Jane Brown Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$48.44 Advance Registration Required: \$35.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Mileage - \$13.44

To: Jane Brown Reed

From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$48.44 and advance registration of \$35.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>784-51986.260</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$766.68</u>	
Budget Available:	<u>\$4,233.32</u>	
Current Requests:	<u>\$48.44</u>	
Budget Balance:	<u>\$4,184.88</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/20/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

JUL - 7 2014

Date: June 19, 2014
To: Donald L. Mims, Administrator
From: Jane Brown Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach , Alabama
Departure Date: August 19, 2014 Return Date: August 22, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend AAND Conference in Perdido Beach

Traveler (s) Name: 1. Jane Brown Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,302.91 Advance Registration Required: \$265.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Registration - \$265.00; Lodging - \$516.15 ; Mileage - \$221.76; Meals \$300.00

To: Jane Brown Reed
From: Donald L. Mims, Administrator

The above request is app. 07/07/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,302.91 and advance registration of \$265.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>784-51986.260</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$766.68</u>	
Budget Available:	<u>\$4,233.32</u>	
Current Requests:	<u>\$1,351.35</u>	
Budget Balance:	<u>\$2,881.97</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/20/2014

cc: Finance Director / Buyer

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JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: DETENTION FACILITY REVIEWED: S. Thomas 6/23/2014
 Finance Director
 REQUESTED BY: COLONEL WANDA ROBINSON, DIRECTOR APPROVED: _____ Date _____
 Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Medical and Dental Services	001-52200.158	1,875,000	95,000	1,970,000
Electricity	001-52200.244	440,000	(35,000)	405,000
Water and Sewer	001-52200.246	39,000	(4,000)	35,000
Fund Balance	001.35900		(56,000)	
TOTAL		2,354,000.00	-	2,410,000.00

JUSTIFICATION:

Increase the Detention Facility medical services budget to cover excess pool cost billed for inmate medical services.
 Reducing utility budgets to estimated amounts needed for the remainder of the FY to cover a portion of the increase.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	ECD	REVIEWED:	S. Thomas	7/1/14
			Finance Director	Date
REQUESTED BY:	Jane Reed	APPROVED:		
Elected Official/Dept. Head	Date	Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel, Mileage	784-51986-260	2,400	1,200	3,600
Travel, Registration & Training	784-51986-265	5,000	(1,200)	3,800
TOTAL		7,400	0	7,400

JUSTIFICATION:

To cover mileage reimbursements through the end of FY 2014. Mileage is up this year due to more addresses and subdivisions being added in the county

JUL - 7 2014

BUDGET FORM 5

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 9

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	6/13/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	6/12/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53600-212	6,000	(250)	5,750
Travel,Registration&Training	111-53600-265	7,850	250	8,100
TOTAL		13,850	0	13,850

JUSTIFICATION:

Internal transfer to cover the increased cost of attending the ACCA Annual Conference for Assistant County Engineer.

JUL - 7-2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT: Revenue Commissioner REVIEWED: S. Thomas 6/24/2014
DATE: 6/24/2014 Finance Director Date
REQUESTED BY: Janet Buskey APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund				
Janitorial and Cleaning Svcs	001-51500-152	4,000	(3,000)	1,000
Contract Services	001-51500-304	6,000	(1,000)	5,000
Travel - Registration & training	001-51500-265	3,400	4,000	7,400
TOTAL		13,400	0	13,400

JUSTIFICATION:

To increase the travel budget for training new staff at continuing education classes, to cover the tuition for Leadership Montgomery for a staff member and to cover the increased cost of professional conferences.

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT: Sheriff REVIEWED: S. Thomas 6/27/2014
 DATE: 6/27/2014 Finance Director Date
 REQUESTED BY: D.T. Marshall APPROVED: Administrator Date
 Elected Official/Dept. Head

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative expense	749-52110.499	150,000	100,000	250,000
Fund Balance	749.35900		(100,000)	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		150,000	0	250,000

JUSTIFICATION:

To increase the budget for the Sheriff's fund to cover purchases as needed.

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 1

DEPARTMENT: Tax & Audit REVIEWED: S. Thomas 6/26/2014
DATE: 6/26/2014 Finance Director Date
REQUESTED BY: Terri A. Henderson APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equip	001-51800-211	5,800	2,800	8,600
Contract Services	001-51800-304	225,000	(2,800)	222,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		230,800	0	230,800

JUSTIFICATION:

Transfer \$2,800.00 from 304 Contract Services account to account 211 Office Supplies to cover the cost of replacing two old Windows XP Desktop PCs and two old Scanners.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED: S. Thomas	7/1/2014
		Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
ELECTRICITY	001-51300-244	37,698.00	4,500.00	42,198.00
WATER & SEWER	001-51300-246	3,390.00	600.00	3,990.00
TRAVEL - MILEAGE	001-51300-260	3,650.00	(2,350.00)	1,300.00
TRAVEL - REGISTRATION & TRAINING	001-51300-265	7,500.00	1,850.00	9,350.00
INSURANCE - PUBLIC OFFICIALS	001-51300-275	1,365.00	635.00	2,000.00
DUES	001-51300-303	1,400.00	435.00	1,835.00
INSURANCE BUILDINGS	001-51300.271	141.00	(141.00)	0.00
REPAIR & MAIN. OFFICE EQUIPMENT	001-51300.233	3,000.00	(903.00)	2,097.00
OFFICE SUPPLIES	001-51300.211	82,185.00	(4,626.00)	77,559.00
TOTAL		140,329.00	0.00	140,329.00

JUSTIFICATION:

To realign the budget to cover utilities, professional dues, public official insurance and travel expense for the summer conference.

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT: JUDGE OF PROBATE REVIEWED: S. Thomas 7/1/14
Finance Director
Date
REQUESTED BY: JUDGE STEVEN L. REED APPROVED: Date
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51911.115	12,993	5,700	18,693
Election Worker Fees	001-51911.175	134,000	(5,700)	128,300
TOTAL		146,993	0	146,993

JUSTIFICATION:

To realign the election administration budget to cover the cost of temporary extra help.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

June 19, 2014

To: Sherrill Thomas
Finance Director

From: Daniel A. Baxter
Director of Elections

A handwritten signature in black ink, appearing to be "D. A. Baxter", written over the printed name.

Re: Budget Change – Extra Help

As you are aware, a Republican Primary Run-off, which includes a State Constitutional Amendment, is scheduled for Tuesday, July 15, 2014. Due to the volume of work, shortage in full-time staff and the reduced window of time to prepare for the county-wide Run-off, the Election Center is requesting a budget change in the Extra Help fund code.

Additional temporary staff will be required to work through Election Day to assist in preparing for the Run-off. The additional temporary staff will begin working on Monday, June 23, 2014.

As such, I am requesting that \$5,700 is transferred from fund code 001-51911-175 to 001-51911-115.

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

JUL - 7 2014



July 1, 2014

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

Subject: Lead Clearance Monitoring
Greil Mansion
EMC Proposal No. MA-14-130b

Dear Mr. Mims:

I am pleased to submit this proposal for providing clearance language and performing clearance observations and testing after the repainting work at the Greil Mansion is completed. This proposal presents my understanding of the proposed project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

The lead paint testing EMC recently performed revealed what appears to be scattered areas of lead-based paint remaining within the Greil Mansion. Because the proposed renovations will require sanding of painted surfaces to prepare for repainting, appropriate clearance testing should be performed before the County's tenant reoccupies the building.

PROPOSED SERVICES

I propose the following administrative and monitoring services:

- Prepare paragraphs for inclusion in the renovation specifications that address the contractor's regulatory obligations for dealing with lead paint in the Greil Mansion, and also include cleaning/clearance criteria that the contractor must achieve.
- After paint disturbance activities are completed, and when notified by the contractor that he is ready for clearance, perform visual observations within the building to determine if the visual clearance standard is achieved, and perform lead dust wipe testing to determine if the lead dust standard is achieved.

NOTES AND COMMENTS

Occasionally several sets of clearance observations and/or testing must be performed before the contractor achieves the specified clearance standard. The County Commission will be charged for every clearance trip and analyses that EMC performs. I will include language in my paragraphs that allows the County Commission to deduct the cost of failed observations and testing from payments made to the contractor.

Please note that in providing observation and testing services for the County Commission, EMC does not, in any way, assume responsibility for the contractor's work or for supervision of his personnel.

The fees quoted below are based on this proposal, and the associated acceptance sheet and terms and conditions, serving as the agreement between EMC and our client. If our client requires another form of agreement there may be additional fees associated with attorney review and negotiation of that agreement.

Unless documented otherwise, by directing EMC to proceed with the proposed scope of services our client accepts the terms and conditions that are set forth in this proposal, whether or not an executed copy of the Proposal Acceptance Sheet is returned to EMC.

FEES

EMC's fee for the preparing the paragraphs will be \$315. Clearance monitoring will be charged at \$430 per trip for up to two hours on site. Analyses of lead dust wipe clearance samples by will be charged at \$15 each, and we will specify 24-hour in-lab turnaround.

I anticipate collecting/analyzing twenty-four lead dust wipe samples to clear the building. Based on that, and allowing for one failed clearance trip with 10 additional analyses, I suggest budgeting \$1,700 for the work I have proposed.

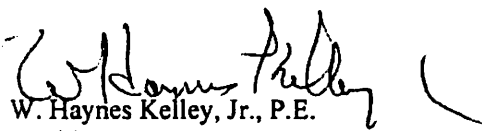
Our normal practice is to issue an invoice when each phase of our work is completed. Unless you specify otherwise, we will send one copy of each invoice.

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 me 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

Enclosure

cc Mr. E. Griffin Harris, AIA

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Lead Clearance Monitoring

Project Name: Greil Mansion

Project Location: 503 South Lawrence Street, Montgomery, AL

Proposal No. and Date: MA-14-130b July 1, 2014

CLIENT:

Name: The Montgomery County Commission

Address: P. O. Box 1667

Montgomery, AL 36102-1667

Attention: Mr. Donald L. Mims, CPA, County Administrator

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. Freelance and Variable Consultants Inc., as an independent contractor, shall provide engineering services to the ENGINEER, at the request of the CONSULTANT and hereafter referred to as the "ENGINEER," subject to the following conditions:

(A) The CONSULTANT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

(B) **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 required by members of the profession currently practicing in the same locality under similar circumstances. No other representation, express or implied, and no warranty or guarantee of results, is made by either party. If the CONSULTANT is not familiar with the applicable standard of care, the CONSULTANT is included or intended in this AGREEMENT, or its report, opinion, recommendation or statement of work, the CONSULTANT shall make diligent inquiry to become acquainted with the applicable standard of care.

ROLLING AND PAYMENT. CLIENT is aware that timely payment of ENGINEER'S fees and disbursements 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 in the SCHEDULE OF FEES. 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 maximum percentage allowed by law, whenever it is lower of the invoice amount per calendar month plus collection costs, including reasonable attorney's fees, for any payment not received by ENGINEER more than thirty calendar days from the date of the invoice, or if CLIENT disputes any portion of the invoice amount in dispute and retained in favor of CLIENT, payment thereon shall not be applied to the invoice in dispute, and the invoice in dispute shall be deemed to be in full and shall be subject to immediate acceleration and recovery of attorney's fees, and shall be subject to immediate acceleration or set-off by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to license CLIENT's operation, and no such willingness shall be inferred. If CLIENT fails to pay undisputed invoice amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other rights or remedies, suspend or terminate the AGREEMENT against any such CLIENT, suspend all work against CLIENT and without thereby incurring any liability to CLIENT, 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 receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any other disbursements each incurred. Shutdown costs may, at ENGINEER's reasonable option, be included in the invoice for the project. ENGINEER'S REGISTER, including the ENGINEER's professional registration, shall be returned to CLIENT upon completion of the project or, at the sole discretion of CLIENT, upon the receipt by CLIENT of a letter of release fully paid by CLIENT.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party in writing. Termination will become effective thirty calendar days after receipt of the written notice. irrespective of which party shall effect termination or the cause thereof. CLIENT shall within thirty calendar days of termination reimburse ENGINEER for services rendered and costs incurred. Costs 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.

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 CLIENT provided documents in performing the services required under this AGREEMENT. However, ENGINEER assumes no responsibility of liability for their accuracy. 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 instruments of service pursuant to this AGREEMENT, shall be the property of CLIENT. CLIENT agrees to deliver to ENGINEER, at any time and in any manner requested by CLIENT or its agents or designers, if not paid for, will be 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 owe ENGINEER damages from any and all claims arising from such unauthorized reuse. Further, no part of any document or ENGINEER'S services to such unauthorized reuse shall be deemed to constitute a separate contract between CLIENT and ENGINEER. Any such separate contract or distribution shall be at CLIENT'S sole risk and without liability or legal effect aside from this AGREEMENT.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substance or any hazardous constituent of any hazardous substance existing in, on or near the site presenting a potential hazard to human health, the environment, or regional health. CLIENT agrees to continue to monitor the site, if it, as it comes available to the attention of CLIENT, for the presence of any hazardous substance or hazardous constituent in, on or near the site. If any hazardous substance or hazardous constituent is found, CLIENT agrees to provide, services hereunder, ENGINEER does not warrant, nor does it assume, any liability for, any action or inaction, or any resulting damage or injury, arising out of, or responsibility for, the site of the reason in change of the site or any constituent of the site.

understands responsibility for reporting to any Federal, State or local public agencies and organizations, and to the public, the conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate Federal, State or local public agencies as required by law or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment in connection with hazardous waste. Client agrees to the maximum treatment 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, transporter, 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 upon the discovery of unanticipated hazardous materials, construction of a change order mandating a reevaluation of the scope of work or termination of the contract by either party shall be required. In such event, the cost of the investigation and remediation of the hazardous materials will be borne by the party who caused the discovery of the unanticipated hazardous materials. If the discovery of unanticipated hazardous materials would make it necessary for ENGINEER to shut down the project in order to protect human health and safety, and/or for the environment, ENGINEER agrees to notify CLIENT as soon as practically possible. Upon notification, CLIENT encourages ENGINEER to take any and all measures necessary to ensure the protection of the public and the environment, and to protect the health and safety of ENGINEER's personnel and the public, and/or the environment. CLIENT encourages ENGINEER to take any and all measures necessary to ensure the protection of the public and the environment, and to 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 indemnify, defend and hold ENGINEER harmless from any claim of liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or other unexpected 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.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time the 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, ENGINEER waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's services. CLIENT understands that ENGINEER is not responsible for any time spent or expenses incurred by ENGINEER in defense of any claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement they

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with structures, utilities or other man-made or natural limitations, existing and correctly shown on the plans furnished by ENGINEER. ENGINEER will not be liable for damage to or interference with structures, utilities and other man-made or natural limitations, existing 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, alter or damage the terrain and site subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts that this is inherent to ENGINEER's 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 shown on sketches are based on specific information furnished by others or estimate made in the field by personnel. Such dimensions, depths or elevations are ASERT (AS ESTIMATED).

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

CLIENT is advanced to the next level of responsibility by arranging for the transportation of the waste to a disposal site. In all cases, prudent and good judgment should be applied in determining the appropriate level of responsibility for the waste. The waste management ENGINEER should have any claim against ENGINEER, and to defend ENGINEER against any claim against ENGINEER, and to defend ENGINEER against any claim of liability for injury or loss of property. ENGINEER is responsible for the transportation, handling, storing or other use of the waste. CLIENT also agrees to compensate ENGINEER for the transportation, handling, storing or other use of the waste. CLIENT's compensation to ENGINEER should be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER field personnel after full completion of the project will be for the purpose of providing observation and field training of specific parts of the project. Should a contractor be involved in the project, ENGINEER personnel will be present and instruct employees of the contractor. The contractor 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 work. It is agreed that ENGINEER will not be responsible for the quality of the project and that ENGINEER does not have the authority 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 \$1,400,000 and \$1,400,000 auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be obtained from the insurance carrier. ENGINEER will not be liable or responsible for any suppliers evidencing such coverage. ENGINEER will not be liable or responsible for any claims, damages or liability beyond the amounts, limits, coverage or conditions of any insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or constituents at 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 an 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 an ENGINEER's liability and judgment resulting against ENGINEER, including any costs and attorney's fees. If CLIENT, with ENGINEER's written consent, decides to defend and pay an attorney to defend CLIENT, then CLIENT will pay Court costs for which ENGINEER may be liable in providing a defense. If CLIENT will pay Court costs for which ENGINEER incurs in providing a defense, then CLIENT will bear and pay litigation expenses CLIENT incurs in providing such suit and will bear and pay any costs and attorney's fees incurred by ENGINEER in providing reasonable and professional defense which will be provided by CLIENT according to 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 our 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 negligent 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 without limitation, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it is entitled to present claim when any judgment is rendered in its favor, and that it is not entitled to present claim 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, and shall supersede 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 of any other claims related to this AGREEMENT.

Donald Mims

From: Donald Mims
Sent: Wednesday, July 02, 2014 7:37 PM
To: Tammy Nix
Subject: FW: Lead Clearance, Greil Mansion Renovations
Attachments: Proposal, clearance.pdf; ATT00001.htm

Tracking:	Recipient	Read
	Tammy Nix	
	Donald Mims	Read: 7/2/2014 7:45 PM

Thur Memo – Wave Rules

From: Haynes Kelley [<mailto:hkelley@emcinc.net>]
Sent: Tuesday, July 01, 2014 11:36 AM
To: Donald Mims
Subject: Lead Clearance, Greil Mansion Renovations

Donnie,

I appreciate this opportunity, and have revised my proposal based on the Public Defenders being relocated during the course of the renovation work. Please call or email if you or Griff have questions/comments about this.

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.



ENERGY SERVICES CONTRACT AMENDMENT #4

This is an Amendment to the Energy Services Contract by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Montgomery County Commission ("Customer") for upgrades to the Montgomery County Youth Facility, whereby ESCO agrees to provide and perform the additional scope of work set forth in the attached schedules which are listed below and incorporated herein, subject to the terms and conditions set forth in the original contract document and amendment by and between ESCO and Customer, dated December 19, 2011, April 2, 2013, and December 2, 2013:

Schedule A, Scope of Work

The total of all Implementation Contract payments for this amendment shall be **\$168,938.83**. These payments shall be made as scheduled in Schedule E: Payment Schedule of the original contract. Payment shall be made within thirty (30) days after receipt of invoice. It is agreed that Customer will not pay any late fees or penalties. ESCO reserves the right to terminate this Contract due to non-payment upon thirty (30) days prior written notice.

Montgomery County Commission

Schneider Electric Buildings Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

SCHEDULE A: SCOPE OF WORK

1. FIRE ALARM SYSTEM REPLACEMENT

ESCO will perform a replacement of the existing fire alarm system. A new Edwards EST fire alarm system will be installed in accordance with the following stamped documents as provided by ESCO electrical engineer and approved by the Alabama Building Commission on 6/19/2014. Any changes to the approved drawings are outside of the scope of work. Required or requested changes to the design or installation will be the responsibility of the customer.

- a. Fire Alarm System Upgrade 06/04/14 (Fire Alarm Revised Per ABC.pdf 6/23/2014 7:58 AM)
- b. Electrical Specifications 6/4/14 (MCYF – Fire Alarm Specs.pdf 6/4/14 2:59 PM)

ESCO will maintain fire alarm system monitoring and coverage of occupied areas during project installation. The new system will be installed and areas will be migrated from the old system as new work is performed. Both systems will be separately monitored until the old system is decommissioned. Customer will be responsible for maintaining monitoring services currently being provided for the existing system until the system is decommissioned.

ESCO will remove the existing fire alarm system and wiring. Existing conduit will be re-used where possible. Surface mounted conduit will be required in some areas, but will otherwise be avoided.

ESCO will make final decision for device selections based on current standards and engineering practices.

In areas with glazed finish blocks the outlets will be mounted in a surface box with surface conduit.

Existing wall outlet boxes not being used for new devices will be covered with a stainless junction box cover and be used as a junction box or abandoned in place.

Provide labor for removal and reinstallation of no more than 10 additional metal security ceiling panels.

Test and certify system to NFPA 72 and as approved by the Alabama Building Commission and the City of Montgomery.

This system and installation will have a one year parts and labor warranty. No maintenance, monitoring, or testing/certification periods after the initial certification are included in this contract price.

EXCLUSIONS

The following items are excluded from ESCO's scope of work:

1. At this time a contract extension is not being requested. However, if delays are experienced during construction as a result of this fire alarm system replacement Schneider Electric will not accept or be responsible for fees or charges resulting from delays experienced by any parties involved in this project.
2. Repair, painting, resurfacing, or any cosmetic modifications of any surfaces is specifically excluded from this amendment scope of work.

3. Repair or replacement of acoustical ceiling tiles and plaster or sheetrock ceilings is excluded from this scope of work. Excluding metal ceiling panels, ceiling replacement is part of the architect scope of work.
4. Overtime labor is excluded from this scope of work unless approved and requested in writing by owner. If this work is requested and approved additional labor charges will apply. The price provided is for work being performed during normal business hours.
5. Work on nights, weekends, and holidays is excluded from this scope of work unless approved and requested in writing by owner. If this work is requested and approved additional labor charges will apply. The price provided is for work being performed during normal business hours.
6. Hazardous materials testing or abatement of any kind.
7. Customer will provide escorts and access in secure areas if required. Restriction of access will require project cost disruption cost review.
8. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
9. Costs of providing fire watch, access, access control, or security escorts not specified in the scope of work.
10. This fire alarm system scope of work is based on the Schneider Electric electrical engineer drawings as approved by the Alabama Building Commission. Any additions or changes to the fire alarm system design are excluded from the scope of work.
11. Fees for third party engineers or architects acting as Customer's agent.
12. Electrical systems not specified in the scope of work.
13. Scope does not include network or security system upgrades.

Tammy Nix

From: Christopher.Reynolds@schneider-electric.com
Sent: Thursday, July 03, 2014 11:39 AM
To: Donald Mims; FLitchfield@sslarch.com
Cc: ToddM.Smith@schneider-electric.com; Rickey.Porter@schneider-electric.com
Subject: RE: MCYF Amendment #4 - Fire Alarm System
Attachments: Amendment #4 7-2-14 Fire Alarm System Rev 2.pdf

I am sending this on behalf of Rickey as he is traveling. Please see the attached Amendment that has incorporated your requested changes. In addition, an addition item #1 was added to the exclusions for your review.

Thanks and have a great 4th,

Chris

Please take note of the new address, office phone and fax below.

Christopher Reynolds, PMP, CEM, LEED AP | Schneider Electric | Global Solutions Division | Energy and Sustainability Services | Senior Development Engineer - Southeast Manager
Phone: +1 205 414 4760 | Mobile: +1 205 431 7191 | Fax: +1 205 414 4746
Email: christopher.reynolds@schneider-electric.com | Site: www.schneider-electric.com/buildings | Address: 2204 Lakeshore Dr, Suite 415, Birmingham, AL 35209, USA

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

From: Rickey Porter
Sent: Wednesday, July 02, 2014 7:15 PM
To: donaldmims@mc-ala.org
Cc: Todd Smith; Christopher Reynolds
Subject: MCYF Amendment #4 - Fire Alarm System

As requested, here is Amendment #4 for the fire alarm system replacement.

Enjoy July 4th!

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 | Site: www.schneider-electric.com/buildings | Address: 1650 West Crosby Road, Carrollton, TX 75006, USA

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

JUL - 7 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 23

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 7/9/2014
 DATE: 7/9/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Donation Revenue	001-40000.47701	(33,790)	(5,000)	(38,790)
The Samaritan Counseling Center	001-55200.450	0	5,000	5,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(33,790)	0	(33,790)

JUSTIFICATION:

A budget change (#23) to The Samaritan Counseling Center, Inc. for \$5,000 was approved at the 7/7/14 commission meeting.

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-76-15

STATE OF ALABAMA

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

Resurfacing Mount Zion Road (CR-39) from Davis Crossroads, north to the intersection with Woodley Road for a length of 6.328 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2014.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Member

Ronda M. Walker, Member

Reed Ingram, Member

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
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

ESTABLISHED 1816

June 24, 2014

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

**RE: PROJECT NO. MCP 51-76-15
RESURFACING MOUNT ZION ROAD (6.328 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

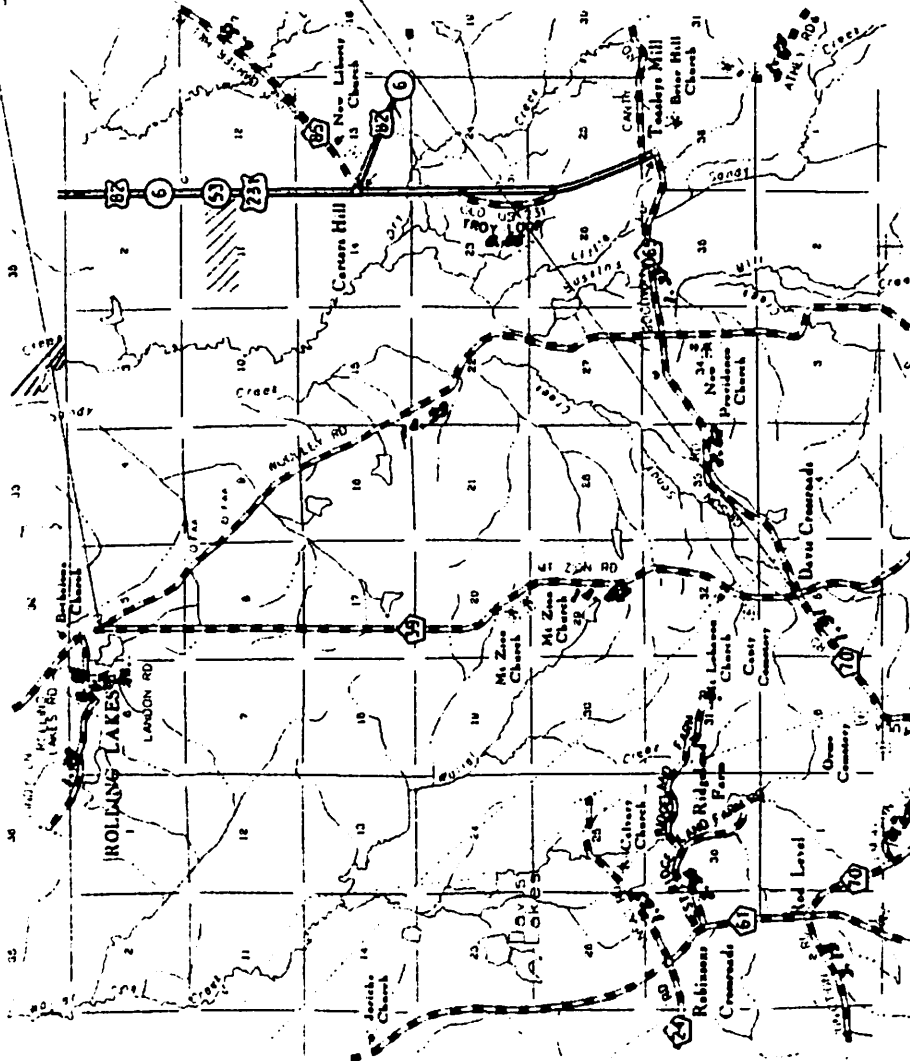
END/GCS/jmk

Location Map Attached

C: File

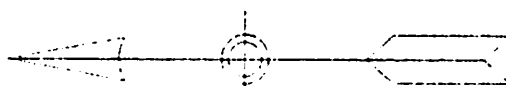
MT. ZION RD. CO. RD. 34

END PROJECT COPY
354-12



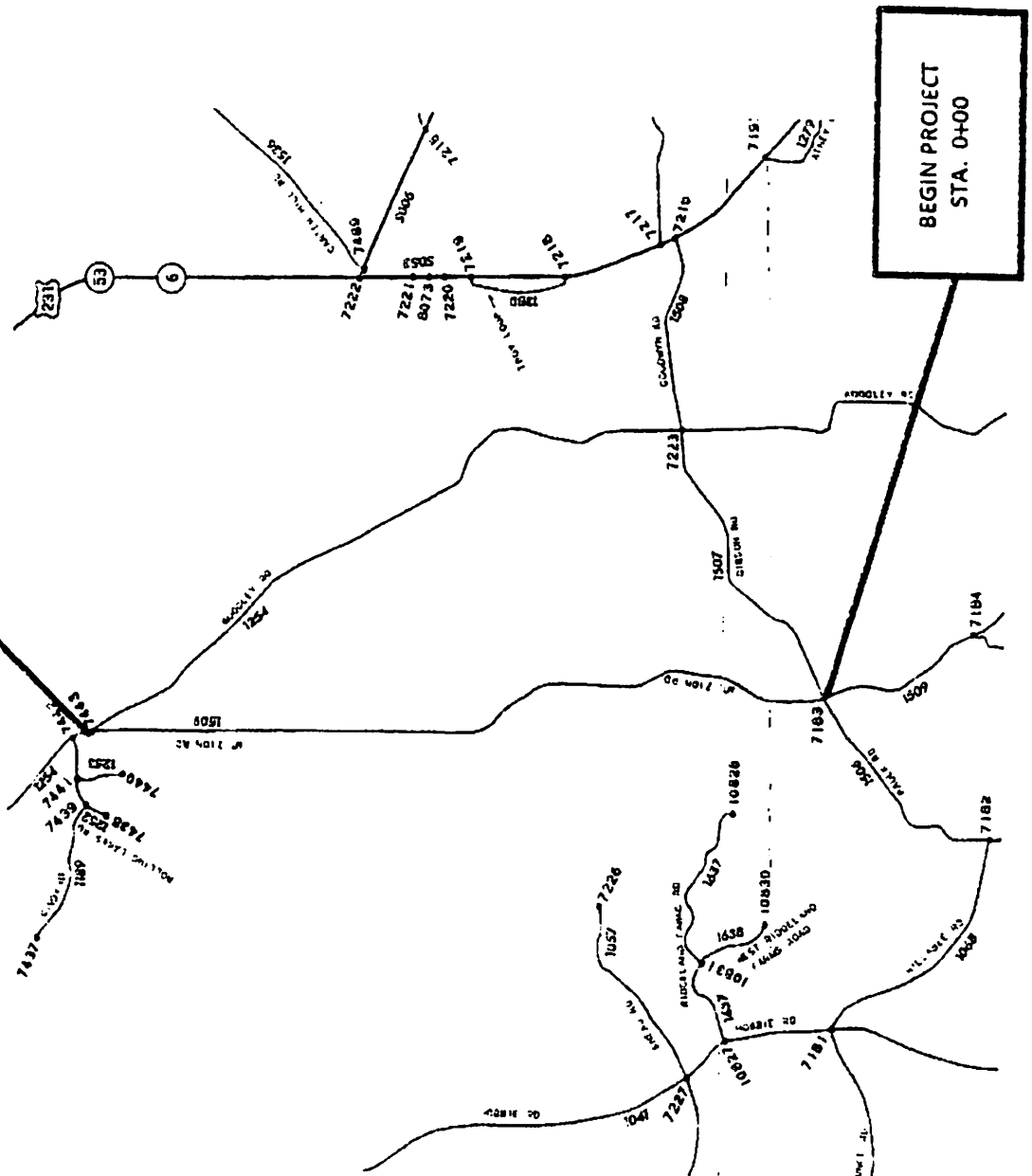
T-14-E
T-14-F

T-14-E
T-14-F



R-16-E R-19-E

END PROJECT
334+12



**BEGIN PROJECT
STA. 0+00**

JUL - 7 2014



June 24, 2014

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

Subject: Asbestos Survey and Lead Paint Testing
Greil Mansion

Dear Mr. Mims:

In accordance with EMC's proposal we have completed an asbestos survey and lead paint testing at the Greil Mansion, 503 South Lawrence Street in Montgomery. This report presents our findings.

BACKGROUND INFORMATION

Renovations are proposed for the Greil Mansion so that it can house the Montgomery County Public Defenders office. Prior to commencement of renovation activities an asbestos survey and lead paint testing must be performed so that if asbestos-containing building materials or lead-based paints are present they can be properly addressed before and/or during the renovations.

ASBESTOS SURVEY

On June 18th, my associate Marlinah McCall performed the fieldwork associated with the asbestos survey. Initially she toured the Greil Mansion noting building materials that are suspect for asbestos. During her tour she recorded the general locations of twelve suspect building materials within and on the exterior walls of the building. Roofing and roof-mounted materials were not included in the scope of the survey. Bulk samples of the suspect materials were obtained in general accordance with EPA recommendations. The EPA's recommended procedures involve representative sample site selection within sampling areas. After sampling, the bulk samples were shipped to EMSL Analytical, a NVLAP accredited laboratory. Ms. McCall is an accredited asbestos inspector, Alabama Accreditation Number AIN0913260365. EMSL's NVLAP accreditation number is 101048-1.

The bulk samples were analyzed by polarized light microscopy (PLM) coupled with dispersion staining. This technique is used to identify asbestos fibers by their shape and unique optical properties. Analyses of the samples revealed asbestos in the white undercoating of one metal sink. A summarization of the survey results is provided on the enclosed table. Specific data for each sample analysis is shown on the enclosed analytical data sheets and chain of custody form.

LEAD-BASED PAINT TESTING

On June 18th I made visual observations of painted and glazed surfaces on the exterior and within the Greil Mansion. Based on those observations I performed x-ray fluorescence (XRF) testing to determine if significant areas of lead-based paints are present. A total of eighty-three lead level readings were taken, of which six were calibration readings. I am an accredited lead paint inspector, AL Accreditation No. LRA091234206.

EPA defines lead-based paint (LBP) as paint with a lead content equal to or in excess of 1.0 mg/cm². Paints/glazes tested during this job are considered LBP if the testing revealed a lead concentration greater than or equal to 1.0 mg/cm². Any readings that fell within the instrument's inconclusive range are reported as 1.0 mg/cm², and are therefore shown to be LBP. OSHA's regulations address worker exposure to elevated airborne lead concentrations, and those concentrations could result from disturbing paints and/or glazes with even trace amounts of lead. EPA regulations for determining if a lead-containing waste stream is hazardous are based on the amount of lead that will leach out of the waste stream, not the total amount of lead in the waste stream, and therefore require specific waste stream testing during the course of the renovation work.

Lead-based paint was identified at sixteen of the seventy-seven tested locations. Those tests were on exterior walls, exterior window components, interior window components, and base molding. At fourteen tested locations lesser amounts of lead were detected, and at forty-seven tested locations no lead was detected in the paint/glaze. Testing data for each tested location is provided on the attached table. That data represents the lead content of paint/glaze at the specific tested locations on the date of testing, and within the accuracy range of the XRF instrument.

ASBESTOS COMMENTS

The asbestos sink undercoating identified by EMC's survey is a friable asbestos-containing material. EPA's NESHAP regulations classify all friable asbestos-containing materials as regulated asbestos-containing materials

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(RACM) and requires that they be properly removed and disposed prior to renovation or demolition activities that will disturb them.

OSHA considers removal of the asbestos sink undercoating to be class II asbestos work, and requires establishment of regulated areas, supervision by a competent person, worker training, adherence to specified work practices, and respiratory protection, or documentation that it is not required. The Alabama Department of Environmental Management (ADEM) requires that all asbestos wastes be disposed in a permitted facility.

LEAD PAINT COMMENTS

The lead paint testing data reveals inconsistent conditions. At some tested locations the exterior walls, exterior window components, interior window components, and base molding were all shown to be coated with lead-based paint, but at other tested locations those components were shown to be coated with paint having little or no lead. One example is interior window components. At several windows one component is shown to be coated with lead-based paint, while tests on other components of the same window reveal little or no lead. This data indicates a painting and renovation/repair history where areas of the lead-based paint have been removed, and where some components that were coated with lead-based paint have now been replaced.

OSHA regulations require contractors to protect their employees from exposure to elevated airborne lead levels. The renovation contractor should be advised of the presence of lead in paints at the Greil Mansion, and reminded of his responsibility to protect his workers. EPA regulations require that waste streams containing lead be tested to determine if they are hazardous, and then properly disposed.

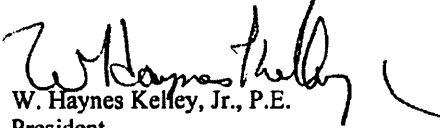
I understand that the renovation work will include removal of all paint from the front columns, and preparation of interior walls and trim for repainting. Those activities are likely to create lead dust. It may therefore be prudent to specify appropriate containment for those activities, cleaning after they are completed, and achievement of a specified clearance standard before work areas are reoccupied.

LIMITATIONS

EMC's survey and testing work was limited to exposed materials within the Greil Mansion. We did not perform demolition of walls, ceilings, flooring materials, or insulations to observe, sample, or test underlying materials. Occasional corners of carpeting were lifted in an attempt to identify underlying flooring, and the underlying flooring that we noted at that location was presumed to be present throughout the room/area. At least one ceiling tile was lifted in each major room in an attempt to identify suspect materials above. Some above-ceiling suspect materials may however have been obscured from our view by ductwork and insulation. Determination of whether a suspect material contains asbestos was generally based on analyses of the minimum number of samples allowed by the EPA's AHERA 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 were identified. This report has been prepared for the Montgomery County Commission. No other warranties are expressed or implied.

We appreciate the opportunity to provide these services. Please do not hesitate to contact me if you have questions about this report.

Sincerely,
Environmental-Materials Consultants, Inc.


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

Enclosures

ASBESTOS SURVEY SUMMARY

GREIL MANSION

503 South Lawrence Street, Montgomery, AL

EMC Project Number MA-3418
June 2014

<u>EMC HSA#</u>	<u>Material Description</u>	<u>General Location</u>	<u>Asbestos</u>
3418-01	wallboard & joint compound	in several areas of the building	none detected
3418-02	plaster	throughout most of the building	none detected
3418-03	glazing putty, interior	basement mechanical room	none detected
3418-04	black bituminous pipe wrap	basement mechanical room	none detected
3418-05	ceiling tiles, 2'x2', large crevices & pin holes	two rooms on the north side of the first floor	none detected
3418-06	carpet adhesive	in several areas of the building	none detected
3418-07	sheet flooring, beige, 9" square pattern	first floor kitchen and restrooms	none detected
3418-08	sink undercoating, black	first floor kitchen	none detected
3418-09	sink undercoating, white	office on south side of basement	8% chrysotile
3418-10	glazing putty, exterior	exterior side of windows	none detected
3418-11	caulking	exterior side of windows and doors	none detected
3418-12	exterior wall finish	exterior walls	none detected

Materials that contain asbestos are shown in bold print.

General location information is provided to assist in identifying the material, and may not list all locations where the material exists.

Roofing and roof-mounted materials were not included in the scope of the asbestos survey.

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm ²)
1	Calibration							1.2
2	Calibration							1.1
3	Calibration							1.2
4	Exterior	N	wall	right	lower left	block	cream	0.0
5	" "	N	window header	lower right	right	wood	white	1.0
6	" "	N	downspout	right	lower center	metal	cream	-0.1
7	" "	N	retaining wall brace	right	top	metal	cream	-0.6
8	" "	N	railing	right	upper right	metal	black	-0.3
9	" "	N	stair rail	left	upper	metal	black	-0.5
10	" "	N	window sash	lower center	upper left	wood	black	-0.1
11	" "	N	window casing	lower left	upper left	wood	white	-0.1
12	" "	N	window apron	middle right	left	concrete	white	4.2
13	" "	N	door	lower left	upper right	wood	cream	-0.2
14	" "	N	door casing	lower left	upper left	metal	cream	-0.1
15	" "	N	wall	left	upper right	block	cream	5.0
16	" "	N	door	upper left	lower right	wood	natural	-0.2
17	" "	N	door casing	upper left	upper left	wood	white	-0.1
18	" "	E	window sash	lower right	lower right	wood	black	0.2
19	" "	E	window casing	lower right	lower left	wood	white	>9.9
20	" "	E	window sill	lower right	center	wood	white	1.0
21	" "	E	wall	right	upper left	block	cream	0.1
22	" "	E	wall	left	upper left	block	cream	1.0
23	" "	W	railing	right	upper right	metal	black	-0.1

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm² are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm ²)
24	Exterior	W	column	right	lower center	wood	white	0.4
25	" "	W	wall	left	lower right	block	cream	-0.4
26	" "	W	window sash	right	lower right	wood	black	0.1
27	" "	W	window casing	right	lower left	wood	white	>9.9
28	" "	W	window sill	right	center	wood	white	3.2
29	" "	W	window apron	right	center	concrete	white	1.0
30	" "	W	stair rail	center right	lower right	metal	black	-0.4
31	" "	W	column	center left	upper center	wood	white	0.3
32	" "	W	door	center	upper right	wood	natural	0.1
33	" "	W	door casing	center	upper left	wood	white	-0.2
34	" "	W	column	left	upper right	wood	white	-0.1
35	1st floor, NW room	N	wall		upper left	plaster	tan	0.0
36	" " "	N	window casing	left	upper left	wood	cream	-0.2
37	" " "	N	window sill	left	center	wood	cream	6.2
38	" " "	N	mantle	center	upper center	wood	cream	-0.1
39	" " "	N	base molding	right	right	wood	cream	>9.9
40	" " "	S	door	left	upper right	wood	cream	0.2
41	Main Foyer	N	wainscot		upper left	wood	cream	-0.2
42	" "	N	wall		upper left	plaster	tan	-0.1
43	" "	N	base molding		left center	wood	cream	0.0
44	" "	N	newel post	right	upper center	wood	natural	-0.1
45	" "	N	stair stringer	right	upper right	wood	cream	0.0
46	" "	N	stair rail posts	right	upper center	wood	cream	-0.3

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8$ ", at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm² are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm ²)
47	Conference Room	N	wall		lower left	wood	natural	0.0
48	" "	N	window sill	center	left	wood	natural	0.1
49	" "	N	wall	right	lower right	plaster	tan	0.0
50	Breakroom	N	wall		lower left	plaster	beige	0.3
51	" "	N	door casing	center	upper left	wood	cream	-0.1
52	" "	N	base molding		right	wood	cream	>9.9
53	" "	E	window casing	left	lower left	wood	cream	0.0
54	" "	E	window sill	left	center	wood	cream	1.0
55	" "	E	window apron	left	right	wood	cream	>9.9
56	" "	E	wall		upper right	plaster	beige	-0.1
57	Basement, SW room	N	wall		upper left	plaster	tan	0.0
58	" "	N	base molding		left	wood	cream	0.0
59	" "	N	door	center	upper right	wood	cream	-0.3
60	" "	N	floor		right	brick	brown	-0.2
61	" "	N	ceiling	right	center	wallboard	white	0.1
62	" "	W	wall		upper left	plaster	tan	-0.2
63	Basement Foyer	W	wall		lower left	plaster	tan	0.1
64	" "	W	door	center	upper right	metal	white	-0.2
65	" "	W	ceiling		right	wallboard	tan	0.0
66	Basement, NE storage	N	wall		upper left	plaster	beige	0.4
67	" "	N	wall		lower left	plaster	beige	-0.3
68	" "	N	base molding		left	wood	beige	-0.1
69	" "	N	ceiling		left	wallboard	beige	-0.2

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8$ ", at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm² are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

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Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm^2 are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080

Phone/Fax (770) 956-9150 / (770) 956-9181

<http://www.EMSL.com>atlantialab@emsl.com

EMSL Order: 071403516

CustomerID: ENVI40

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

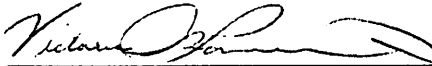
Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-01-01 071403516-0001	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Homogeneous	15% Cellulose	40% Gypsum 45% Non-fibrous (other)	None Detected
This sample contains wallboard only.					
3418-01-02 071403516-0002	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 10% Ca Carbonate 35% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound, and tape					
3418-01-03 071403516-0003	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 5% Ca Carbonate 40% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound and tape					
3418-01-04 071403516-0004	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 5% Ca Carbonate 40% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound and tape					
3418-01-05 071403516-0005	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Homogeneous	15% Cellulose	40% Gypsum 45% Non-fibrous (other)	None Detected
This sample contains wallboard only					
3418-02-01 071403516-0006	Plaster (Composite Analysis)	Tan/White Non-Fibrous Heterogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					

Analyst(s)

Anthony Sanaie (6)
Victoria Panariello (30)


Victoria Panariello, Asbestos Lab Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-inable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy: precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080
 Phone/Fax: (770) 956-9150 / (770) 956-9181
<http://www.EMSL.com> atlantalab@emsl.com

EMSL Order: 071403516
 CustomerID: ENV140
 CustomerPO:
 ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
 Fax: (334) 265-4043
 Received: 06/19/14 10:30 AM
 Analysis Date: 6/21/2014
 Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-02-02 071403516-0007	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-03 071403516-0008	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 5% Ca Carbonate 85% Non-fibrous (other)	None Detected
This is a composite result of both skim coat, base coat and joint compound					
3418-02-04 071403516-0009	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-05 071403516-0010	Plaster (Composite Analysis)	Gray/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-06 071403516-0011	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 5% Ca Carbonate 85% Non-fibrous (other)	None Detected
This is a composite result of both skim coat, base coat and joint compound					
3418-02-07 071403516-0012	Plaster (Composite Analysis)	Various Non-Fibrous Heterogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This result is a composite of skim coat and base coat					
3418-03-01 071403516-0013	Interior Window Glazing Putty	Tan Non-Fibrous Homogeneous	<1% Cellulose	20% Ca Carbonate 80% Non-fibrous (other)	None Detected

Analyst(s)

Anthony Sanaie (6)
 Victoria Panariello (30)


 Victoria Panariello, Asbestos Lab Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval or endorsement by NVLAP, NIST or any agency of the federal government. Non-flammable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
 Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

**EMSL Analytical, Inc**

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Phone/Fax: (770) 956-9150 / (770) 956-9181

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EMSL Order: 071403516

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Attn: **Marlinah McCall**
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Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-03-02 071403516-0014	Interior Window Glazing Putty	Gray Non-Fibrous Homogeneous	2% Cellulose	25% Ca Carbonate 73% Non-fibrous (other)	None Detected
3418-04-01 071403516-0015	Black Bituminous Pipe Wrap	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
3418-04-02 071403516-0016	Black Bituminous Pipe Wrap	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
3418-05-01 071403516-0017	2'x2' Ceiling Tile: Large Crevices & Pin Holes	Tan Fibrous Homogeneous	35% Cellulose 10% Min. Wool	55% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-05-02 071403516-0018	2'x2' Ceiling Tile: Large Crevices & Pin Holes	Tan Fibrous Homogeneous	35% Cellulose 10% Min. Wool	55% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-06-01 071403516-0019	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected
3418-06-02 071403516-0020	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected
3418-06-03 071403516-0021	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

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**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080

Phone/Fax (770) 956-9150 / (770) 956-9181

<http://www.EMSL.com>atlantalab@emsl.com

EMSL Order: 071403516

CustomerID: ENVI40

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
3418-07-01 071403516-0022	Sheet Flooring: Beige 9'x9' Square Pattern	Beige Fibrous Homogeneous	5% Glass	95% Non-fibrous (other)	None Detected	
3418-07-02 071403516-0023	Sheet Flooring: Beige 9'x9' Square Pattern	Beige Fibrous Homogeneous	5% Glass	95% Non-fibrous (other)	None Detected	
3418-08-01 071403516-0024	Sink Coating: Black	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected	
3418-09-01 071403516-0025	Sink Coating: White	Violet Non-Fibrous Homogeneous		92% Non-fibrous (other)	8% Chrysotile	
3418-10-01 071403516-0026	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected	
3418-10-02 071403516-0027	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected	
3418-10-03 071403516-0028	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected	
3418-11-01 071403516-0029	Caulking	Various Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected	

Inseparable paint / coating layer included in analysis;
Result includes a small amount of inseparable attached material

Analyst(s)

Anthony Sanaie (6)
Victoria Panariello (30)


Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

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21-11

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080

Phone/Fax: (770) 956-9150 / (770) 956-9181

<http://www.EMSL.com>atlantalab@emsl.com

EMSL Order: 071403516

CustomerID: ENVI40

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
 Fax: (334) 265-4043
 Received: 06/19/14 10:30 AM
 Analysis Date: 6/21/2014
 Collected: 6/18/2014

Project: Grell Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-11-02 071403516-0030	Caulking	Various Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis; Result includes a small amount of inseparable attached material					
3418-11-03 071403516-0031	Caulking	Various Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis; Result includes a small amount of inseparable attached material					
3418-12-01 071403516-0032	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-02 071403516-0033	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-03 071403516-0034	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-04 071403516-0035	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

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21-12

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080
Phone/Fax: (770) 956-9150 / (770) 956-9181
<http://www.EMSL.com> atlantlab@emsl.com

EMSL Order: 071403516
CustomerID: ENVI40
CustomerPO:
ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-12-05	Exterior Wall Finish	Tan	<1% Cellulose	100% Non-fibrous (other)	None Detected
071403516-0036		Non-Fibrous Homogeneous			

Inseparable paint / coating layer included in analysis

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

THIS IS THE LAST PAGE OF THE REPORT.

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Asbestos Lab Services Chain of Custody

EMSL Or

071403516

Lab Use Only:

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Company: Environmental-Materials Consultants, Inc.		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 2027 Chestnut Street		Third Party Billing requires written authorization from third party	
City/State/Zip: Montgomery, AL 36106			
Report To (Name): Marlinah McCall		Fax: 334-265-4043	
Telephone: 334-265-4000		Email Address: mbmccall@emcinc.net	
Project Name/Number: Greil Mansion/MA-3418			
Please Provide Results: Email		Purchase Order:	
		State Samples Taken: AL	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hours/6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☐ NYS 198.1 (friable in NY) ☐ NYS 198.6 NOB (non-friable-NY) ☐ NIOSH 8002 (<1%)		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
		TEM - Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ EPA Protocol (Semi-Quantitative) ☐ EPA Protocol (Quantitative) Other:	
☒ Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name: Marlinah McCall		Samplers Signature: <i>Marlinah McCall</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
3418-01-01	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-02	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-03	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-04	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-05	wallboard & joint compound (composite analysis)		06/18/2014
3418-02-01	plaster (composite analysis)		06/18/2014
3418-02-02	plaster (composite analysis)		06/18/2014
3418-02-03	plaster (composite analysis)		06/18/2014
Client Sample # (s): 3418-01-01 - 3418-12-05		Total # of Samples: 36	
Relinquished (Client): <i>Marlinah McCall</i>		Date: 06/18/2014 Time: 1:10 PM	
Received (Lab): <i>EMSL</i>		Date: 06/19/14 Time: 10:30AM	
Comments/Special Instructions:			

ATLANTA, GA

Page 1 of 3



Asbestos Lab Services Chain of Custody
EMSL Order Number (Lab Use Only):

071403516

Atlanta, GA
 Suite 228
 1800 Water Place
 Atlanta, GA 30339
 PHONE: (770) 956-9150
 FAX: (770) 956-9181

Sample #	Sample Description	Volume/Area (Air) HA# (Bulk)	Date/Time Sampled
3418-02-04	plaster (composite analysis)		06/18/2014
3418-02-05	plaster (composite analysis)		06/18/2014
3418-02-06	plaster (composite analysis)		06/18/2014
3418-02-07	plaster (composite analysis)		06/18/2014
3418-03-01	interior window glazing putty		06/18/2014
3418-03-02	interior window glazing putty		06/18/2014
3418-04-01	black bituminous pipe wrap		06/18/2014
3418-04-02	black bituminous pipe wrap		06/18/2014
3418-05-01	2'x2' ceiling tile: large crevices & pin holes		06/18/2014
3418-05-02	2'x2' ceiling tile: large crevices & pin holes		06/18/2014
3418-06-01	carpet adhesive		06/18/2014
3418-06-02	carpet adhesive		06/18/2014
3418-06-03	carpet adhesive		06/18/2014
3418-07-01	sheet flooring: beige 9"x9" square pattern		06/18/2014
3418-07-02	sheet flooring: beige 9"x9" square pattern		06/18/2014
3418-08-01	sink coating: black		06/18/2014
3418-09-01	sink coating: white		06/18/2014
3418-10-01	exterior window glazing putty		06/18/2014
3418-10-02	exterior window glazing putty		06/18/2014
3418-10-03	exterior window glazing putty		06/18/2014
3418-11-01	caulking		06/18/2014
3418-11-02	caulking		06/18/2014
3418-11-03	caulking		06/18/2014
3418-12-01	exterior wall finish		06/18/2014
*Comments/Special Instructions:			

071403516

Tammy Nix

From: Haynes Kelley <hkelley@emcinc.net>
Sent: Tuesday, June 24, 2014 6:37 PM
To: Donald Mims
Cc: PH&J Architects AIA
Subject: Greil Mansion, Asbestos Survey & Lead Paint Testing
Attachments: Greil Report.pdf; ATT00001.htm

Donnie,

I have attached my report for the Greil Mansion. The only asbestos material we identified is the undercoating on a metal sink in the basement. If that sink is intended to be replaced I suggest that it be removed by an asbestos removal contractor. If another metal sink is to be installed PH&J should specify that its undercoating not have asbestos.

My XRF testing revealed lead-based paint a several locations, though there was little consistency. At some locations I found lead-based paint, while at other locations on the same type component I often found little or no lead. The exterior walls are one example. I tested the paint at five locations on the exterior walls. At two of those locations there is lead-based paint, at one there is a trace of lead in the paint, and at the other two tested locations my XRF detected no lead. Based on these findings, and because I understand that some areas of the building will be occupied during the renovations, I believe we need to specify containment where paints are being disturbed, and require the contractor to achieve a clearance standard before those areas are reoccupied. I can assist PH&J in specifying that if you want.

I appreciate this opportunity. Please call or email if you or Griff have questions about any of this.

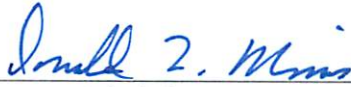
Haynes

W. Haynes Kelley, Jr., P.E.
Environmental-Materials Consultants, Inc.
334-265-4000 (v)
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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 21, 2014, at 8:00 in the morning.



Administrator



Chairman