

**MINUTES OF REGULAR MEETING**  
**MONTGOMERY COUNTY COMMISSION**  
**JULY 15, 2013**

**INFORMATION SESSION**

Chairman Dean called the Meeting to Order at 8:05 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 DISTRICT ATTORNEY ADMINISTRATIVE ASSISTANT RHONDA CAPE**

District Attorney Administrative Assistant Rhonda Cape briefed the Commission regarding a Position Fill Request for Legal Support Assistant, Position Number 408020027 for the District Attorney's Office. 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 stated that he did not have anything to report.

**COMMENTS FROM ADMINISTRATOR MIMS**

Administrator Mims informed the Commission that the Montgomery 4-H Youth would not be attending the Commission meeting and stated that they would like to reschedule for August 5, 2013, at which time they would lead the Pledge of Allegiance. The Commission agreed.

Administrator Mims presented Budget Change Request Number 9 from Engineering Department, Budget Change Request Number 4 from Probate Judge's Office (Elections) and Budget Change Request Number 1 from Parks and Recreation Board. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY PROBATE JUDGE STEVEN REED AND CHIEF PROBATE CLERK WILLIAM FLOWERS

Administrator Mims distributed Budget Change Request Number 5 and related Contract from the Probate Judge's Office. Probate Judge Steven Reed explained that \$2,500 would be utilized by Envision 2020 for educational and collaborative planning to create and sustain an efficient and effective system for outpatient mental healthcare. Vice Chairman Harris expressed his concerns for future funding of this program and did not agree to waive rules on this item.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding a Bid Award of two alternates (Waugh Park and Catoma Park) for grass cutting at the Montgomery County Parks, Bid No. 51901-13B-019. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission regarding a Proposal from Hixson Consultants, Inc., for Applied Technical Consulting Services concerning miscellaneous architectural improvements to the Montgomery County Department of Human Resources building. He stated that funds would come from the escrow account specifically set aside for this building. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims requested that the Commission ratify a Grant Application for the 2013 Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Correctional Facilities. He stated that there would be no cost to the county. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY ASSISTANT CHIEF DEPUTY DAVE BRYAN

Assistant Chief Deputy Dave Bryan presented an Application from Sage Payment Solutions regarding the installation of equipment to enable the Montgomery County Sheriff's Office to use electronic payments as required by the recently passed legislation concerning payment of Pistol Permit applications. He stated that the customer would be charged a fee of 3% if they use a debit or credit card to purchase a pistol permit. Deputy Administrator Mitchell informed the Commission that the County gets \$6.00 of the \$20.00 pistol permit fee. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR PHIL B. PERRY WITH THE MONTGOMERY REGIONAL AIRPORT, MONTGOMERY AREA CHAMBER OF COMMERCE PRESIDENT RANDALL GEORGE AND SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN MCNAIR

Executive Director Phil B. Perry with the Montgomery Regional Airport and Senior Vice President of Corporate Development Ellen McNair briefed the Commission regarding a Small

Community Air Service Development (SCASD) Grant and requested that the County commit a maximum of \$28,000 for the community share. Chamber of Commerce President Randall George explained that the Chamber will be committing \$70,000 through an in-kind hire and the City of Montgomery will be committing \$42,000. Chairman Dean expressed that he could support it but all of the Commissioners would have to agree to waive rules. Commissioner Ingram stated that this was an example as to why the County should have a board member appointment to the Airport Authority. After discussion, the Commission did not agree to waive rules.

#### DISCUSSION BY THE COMMISSION

Commissioner Ingram requested an \$800 miscellaneous appropriation from his account to Central Alabama Aging Consortium for programs at the Senior Citizens Center in the True Devine Church. After discussion, the Commission agreed to waive rules and add this item to the agenda.

#### PRESENTATION BY PROBATE JUDGE STEVEN REED AND CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers discussed Budget Change Request Number 5 and related Contract again for the Probate Judge's Office and clarified that he was not asking the County to pay for a program. Judge Reed stated that if there were any addition cost, he would make sure there is a way to offset the cost.

After discussion, the Commission agreed to waive rules and add these items to the agenda.

#### COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Loan Agreement and Assignment with the Alabama Commercial Mobile Radio Services Board and Montgomery County E9-1-1, Montgomery County Emergency Management Communications District Board. He noted that after the August 5, 2013 County Commission meeting, the Commission will need to convene a meeting of the Montgomery County Emergency Management Communications District Board to consider approval of this Agreement. After discussion, the Commission agreed to convene a meeting of the Montgomery County Emergency Management Communications District Board on August 5, 2013.

#### PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that construction is scheduled to begin on the Hickory Grove Road resurfacing project in October 2013. The Carter Hill Road resurfacing project is scheduled for the September 2013 ALDOT letting. Plans are in progress for resurfacing of Hayneville Ridge Road. Resurfacing of Butler Mill Road will be accomplished sometime in 2014.

Commissioner Ingram mentioned that trash had been thrown out along Hobbie Road near the Ramer Creek Bridge, and asked if it could be picked up. Also, he asked if Meriwether Road could be mowed before the 7/20/2013 marathon being held by Pike Road. The Commission discussed a sink hole in the Lagos Del Sol neighborhood.

#### PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell discussed the proposed temporary relocation of the juvenile detainees while the Youth Facility is being renovated. He invited the Commission to tour the receiving area at the old jail, which would serve as temporary housing for the juveniles.

Mr. Howell discussed a Position Fill Request for Clerk Typist II, Position Number 900012009 for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

#### PRESENTATION BY URBAN DIRECTOR KENYATTE HASSELL WITH YOUNG LIFE MONTGOMERY

Young Life Montgomery Urban Director Kenyatte Hassell briefed the Commission regarding the youth program and requested funding in the amount of \$2,000. Chairman Dean requested a \$300 miscellaneous appropriation from his account, Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account and Commissioner Ingram requested a \$550 miscellaneous appropriation from his account for the program. After discussion, the Commission agreed to waive rules and add these items to the agenda.

#### COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Life Time Resolutions CEO Brenda Allen requesting to meet with the Commission regarding funding in the amount of \$25,339 for playground equipment. The Commission agreed for Ms. Allen to visit with them during the August 5, 2013 Commission meeting.

#### **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 Commissioner Ingram. Before the prayer Commissioner Ingram stated that he attended the Celebration of America event at Snowdown Church on Sunday, and that it was very educational. He said that we all need to look at "One Nation Under God" and know what it means. He also said there were 46 Christians who signed the Declaration of Independence and founded our Country on those beliefs. He noted that his Great-Great Grandfather was one of the 46. He told the audience that those at the local level

need to mentor and move it that direction. He informed the audience that he believes God was talking to him yesterday and that he feels uplifted.

The Pledge of Allegiance was led by Commissioner Polizos.

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

Mr. Polizos made a motion to approve the Minutes of the Regular Meeting of July 1, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

### **CONSENT AGENDA**

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

Mr. Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 4, are attached to these Minutes.)

### **NEW BUSINESS**

#### **COUNTY COMMISSION – APPROVED AMENDMENT TO THE PIKE ROAD LIBRARY LEASE FOR A 90 DAY EXTENSION**

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 10, 2013

#### **MEMORANDUM**

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Pike Road Library Lease

The lease between Montgomery County Commission and City of Pike Road for the Library expires on July 31, 2013. A discussion with the City Staff and Library Board is in the works regarding enhancements for the Pike Road Library. Until this matter is discussed in more detail

they would like to extend the lease for 90 days. The new expiration date with the 90 day extension would be October 31, 2013.

I am requesting the Commission to authorize the Chairman to sign the lease extension for the 90 days requested. During that time this will give them the opportunity to discuss the enhancements needed for the Pike Road Library.

This information was discussed with the Commission at the Working Session on July 1, 2013. I was further advised to place this request on the July 15, 2013 agenda for approval.

If you have any questions, please contact me.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Amendment Number 2, Agenda Page 1-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 1 WITH  
CANNDAUSON CONSTRUCTION CO., INC., FOR EXTERIOR WEATHERIZATION  
MONTGOMERY COUNTY COURTHOUSE ANNEX I, PHASE 2 (WINDOW WALL) PH&J  
#0818-GVG

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 10, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Exterior Weatherization for Montgomery County Courthouse Annex I PH&J  
Change Order #1

PH&J Architects Inc. has submitted a Change Order to CannDauson Construction Co., Inc. This Change Order consists of several items:

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| 1) ADD for replacement of broken glass in three windows                   | \$ 660.00   |
| 2) ADD for excavation to expose problem leak areas in basement north wall | \$ 4,161.65 |
| 3) ADD for repairs to leak areas in basement north wall                   | \$12,624.59 |
| 4) DEDUCT for removal of Tax and material from the contract amount        | \$45,434.51 |
| TOTAL.....                                                                | \$27,988.27 |

The Contract Sum will be decreased by this Change Order #1 in the amount of \$27,988.27.

This Change Order was discussed as a proposal during the Working Session on July 1, 2013 Commission Meeting and was asked to be placed on the agenda for approval for the July 15, 2013 Commission Meeting.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter, Change Order Number 1, Agenda Pages 2-2 through 2-5, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED 2012 ANNUAL REPORT OF  
INSOLVENTS, ERRORS IN ASSESSMENTS, LITIGATIONS, LANDS BID AND  
ABATEMENTS AND ADOPTED RELATED RESOLUTION

The Administrator presented the following memorandum:

July 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: 2012 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid  
and Abatements and Related Resolution

During the July 1, 2013 County Commission meeting, Revenue Commissioner Janet Buskey briefed the Commission regarding the 2012 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements and related Resolution. The Commission agreed to place these items on the next agenda.

I am requesting approval of these items.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, 2012 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements, and Resolution, Agenda Pages 3-2 through 3-6, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED REQUEST TO ADVERTISE THE (PROBATE JUDGE/REVENUE COMMISSIONER) MOTOR VEHICLE BILL SO IT CAN BE PRE-FILED FOR A POSSIBLE 2013 SPECIAL SESSION AND THE 2014 LEGISLATIVE SESSION

The Administrator presented the following memorandum from Revenue Commissioner Janet Y. Buskey:

June 26, 2013

MEMORANDUM

TO: Elton Dean, Sr., Chairman

Cc: Montgomery County Commissioners  
Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Request to Advertise MV Bill/Pre-file

I respectfully request approval to advertise the MV bill as soon as possible so that we can pre-file the legislation. I was asked by Senator Ross to have it pre-filed for any possible 2013 special sessions and the 2014 legislative session. I was advised that we could advertise at any time. He asked that we do this to prevent this bill from being introduced so late in the session to improve its chance of passage.

Thank you for your consideration.

End of Memorandum

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

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

July 15, 2013

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) to:

C-2013-117: Montgomery County Recreation Department, Cleveland Avenue YMCA, for Youth Program - \$600; (Harris)

C-2013-118: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - \$2,000; (Polizos)

End of Memorandum

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

C-2013-119: Central Alabama Aging Consortium, for Programs at the Senior Citizens Center in the True Devine Church - \$800; (Ingram)

C-2013-120: Young Life, Inc., for Youth Programs - \$1,350; (Dean-\$300, Harris-\$500 and Ingram \$550)

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

SUPPORT SERVICES – APPROVED BID AWARD REGARDING CUSTODIAL SERVICES FOR PROBATE OFFICES AND ANNEX II, BID NUMBER 51901-13B-021

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: June 26, 2013

SUBJECT: Invitation to Bid No. 51901-13B-021,  
Custodial Services for Probate Offices  
and Annex II

Request approval of award on the above referenced Invitation to Bid, to the low bidder, Penn & Sons, Inc., for the annual amount of \$37,549.76, be placed on a future agenda for the County Commission meeting. (copy of spreadsheet attached)

The annual cost for the Probate Offices will be \$23,859.80; last year's price was \$18,900.00, and the annual cost for Annex II will be \$13,689.96; last year's price was \$29,022.00. Over-all award to the lowest bidder will save \$10,372.24 from the cost of last year.

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. After the first year, a price increase may be allowed, but shall not exceed 5% per year.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Pages 6-2 and 6-3, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE  
REQUEST NUMBER 30 REGARDING LIGHTING IMPROVEMENTS FOR THE PARDONS  
& PAROLE BUILDING AT 350 ADAMS AVENUE

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Lighting Retrofit

During the Working Session on July 1, 2013 the need for lighting retrofit at the Pardon & Parole building was discussed along with the urgency to have the work completed. The Commission instructed us to obtain 3 quotes and submit a Budget Change in order to the fund the project for the next agenda. Listed below are the quotes requested:

- |                                     |              |
|-------------------------------------|--------------|
| 1) GT Key Company, Inc.             | \$17,537.00  |
| 2) Dixie Electric Company           | \$ 15,737.60 |
| 3) Mid-South Electric Company, Inc. | \$10,750.00  |

Due to one of the quoted being under \$15,000 we feel it won't be necessary to obtain bids and select Mid-South Electric Company to complete the work since they have the lowest quote. In addition, we feel the price is fair and reasonable for the work being performed.

It is my recommendation that we approve the Budget Change request and proceed with this request in order for the work to be completed. If you have any questions, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Request, Quote, and Proposals, Agenda Pages 7-2 through 7-5, are attached to these Minutes.)

#### **OMNIBUS VOTE**

Administrator Mims requested that the Commission omnibus the following four items, and the Commission concurred. Mr. Williams made a motion to approve the four agenda items. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

#### **DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)**

The Administrator presented the following memorandum:

July 8, 2013

#### **MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the July 1, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Corporal, Position Number 083
- (2) Corrections Officer Trainee/Corrections Officer, Position Number to be Determined
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 211
- (4) Clerk II, Position Number 232

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 8-2 through 8-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (3)

The Administrator presented the following memorandum:

July 8, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

During the July 1, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff Corporal, Position Number 022
- (2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be Determined
- (3) Court Security Officer, Position Number 152

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 9-2 through 9-4, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR GROUNDSKEEPER,  
POSITION NUMBER 260735021

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Groundskeeper

Please see attached memo from Pat Litchfield, Plant Maintenance Manager, requesting to fill the Groundskeeper position that was recently vacated due to James Harris accepting a position in the County Mail Room. This position directs the Service Maintenance Workers in maintaining the Montgomery County grounds and other County facilities. This request is promotional and the person filling this position, former position would be abolished. Therefore there is no increase in complement.

This item was discussed during the Working Session on July 1, 2013 and I was advised to place on the agenda for approval during the Montgomery County Commission Meeting on July 15, 2013.

If you have any question, please contact me.

Attachment

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 10-2 through 10-3, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR PAINTER II,  
POSITION NUMBER 260746034

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Painter II Position

Please see attached memo from Pat Litchfield, Plant Maintenance Manager, requesting to fill Painter II position that was recently vacated. Painter II is the lead position in the Painting Crew. If given the approval to fill this position, it would be promotional and the person obtaining the position, their position would be abolished. Therefore there is no increase in complement.

This information was discussed during the Working Session on July 1, 2013. I was advised to place on the agenda for approval during the Montgomery County Commission Meeting on July 15, 2013.

If you have any question, please contact me.

Attachment

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 11-2 through 11-3, are attached to these Minutes.)

End of Omnibus Vote

ENGINEERING DEPARTMENT – APPROVED PERFORMANCE EVALUATION OF  
COUNTY ENGINEER AND ANNUAL MERIT INCREASE FROM PAY GRADE A16, STEP  
11 TO PAY GRADE A16, STEP 12, EFFECTIVE APRIL 7, 2013

The Administrator presented the following memorandum:

July 8, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Performance Evaluation of County Engineer

During the July 1, 2013 County Commission meeting, the Commission discussed the Performance Evaluation of County Engineer George Speake and annual merit increase from Pay Grade A16, Step 11 to Pay Grade A16, Step 12 effective April 7, 2013. The Commission agreed to place this item on the next agenda.

I am requesting approval of this Performance Evaluation and annual merit increase.

Attachments

End of Memorandum

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

#### VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (4)

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

| <u>DEPARTMENT</u>             | <u>TRAVEL/TRAINING REQUESTS</u> |
|-------------------------------|---------------------------------|
| 1. Personnel Department       | Request Number 10               |
| 2. District Attorney's Office | Request Numbers 52, 53, and 54  |

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 13-1 through 13-4, are attached to these Minutes.)

#### **WAIVED RULES**

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

#### VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (3)

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

## DEPARTMENT

1. Engineering Department
2. Probate Judge's Office (Elections)
3. Parks and Recreation Department

## BUDGET CHANGE REQUESTS

- Request Number 9  
Request Number 4  
Request Number 1

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests and Email, Agenda Pages 14-1 through 14-4, are attached to these Minutes.)

### SHERIFF'S OFFICE – APPROVED RATIFYING A GRANT APPLICATION FOR THE 2013 DEMONSTRATION PROJECTS TO ESTABLISH “ZERO TOLERANCE” CULTURES FOR SEXUAL ASSAULT IN CORRECTIONAL FACILITIES

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham:

July 1, 2013

#### MEMORANDUM

TO: Mr. Donnie Mims  
County Administrator

FROM: Chief Deputy Derrick Cunningham  
Montgomery County Sheriff's Office

SUBJECT: 2013 Demonstration Projects to Establish “Zero Tolerance” Cultures  
For Sexual Assault in Correctional Facilities Grant

The Montgomery County Sheriff's Office is applying for a \$42,585.00 grant. This is a non-matching grant and requires no funds from the County, if awarded. We are doing the application portion of the grant at this time. We only learned of this grant at a late date, and we were unable to get it to the County Commission before the application deadline.

The Montgomery County Sheriff's Office is requesting that the County Commission ratify this application process in support of this grant.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Proposal, Agenda Pages 15-2 through 15-13, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD OF TWO ALTERNATES (WAUGH PARK AND CATOMA PARK) FOR GRASS CUTTING AT THE MONTGOMERY COUNTY PARKS, BID NO. 51901-13B-019

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 10, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Invitation to Bid No. 51901-13B-019, Grass Cutting at the County Parks

On July 1, 2013 the County Commission approved a contract with Humphries Lawn Service for the grass cutting of five County Parks. In the bid documents we listed 3 alternates and reserved the rights to award of add the locations at any time during the contract period. We are requesting that we award alternate 6 & 7 which covers Waugh Park and Catoma Park respectfully in the amount of \$3,975.00 each per year.

Awarding the alternates 6 & 7 to Humphries Lawn Service will still keep them as the overall low bidder. Due to the recent wet weather conditions, I'm requesting we Waive Rules and approve the awarding of the additional parks.

This information will be discussed during the Working Session on July 15, 2013.

If you have any questions, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Pages 16-2 and 16-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM HIXSON CONSULTANTS, INC., FOR APPLIED TECHNICAL CONSULTING SERVICES CONCERNING MISCELLANEOUS ARCHITECTURAL IMPROVEMENTS TO THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES BUILDING

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

July 10, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.  
Deputy Administrator

SUBJECT: Montgomery County Human Resource Building

Patrick Addison with PH&J Architects, Inc. has submitted a proposal for Applied Technical Consulting Services for consulting services provided for an onsite visual discovery of roofing, walls, windows, and waterproofing issues including remedial recommendations regarding the Montgomery County Human Resources facility.

He has a proposal from Hixson Consultants, Inc to perform this service for \$14,230.00. Mr. Addison expressed that this is a reasonable amount for the services performed and recommended that we proceed with this proposal. This contract will be paid from the funds held in escrow for the upkeep of the building. These funds can only be used for to repair the Montgomery County Human Resource facility located at 3030 Mobile Highway, Montgomery, Al.

I am requesting that we Waive Rules and approve this contract. It's critical to move forward to prevent further damage of the building. This information will be discussed during the Working Session on July 15, 2013 and I will be available to answer any questions.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Proposal, Agenda Pages 17-2 through 17-8, are attached to these Minutes.)

Commissioner Ingram stated that this does not cost the County anything and that the money is coming out of Escrow.

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR A  
LEGAL SUPPORT ASSISTANT, POSITION NUMBER 408020027

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

July 10, 2013

Chairman Elton N. Dean, Sr.  
Montgomery County Commission  
Montgomery County Annex III  
101 S. Lawrence St.  
Montgomery, AL 36104  
RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for a Legal Support Assistant for our Juvenile Division.

This position is responsible for specialized administrative, legal secretarial and paralegal duties. This is the only Legal Support at Juvenile and it is critical to fill it as quickly as possible.

We ask the Commission to waive rules at the July 15 meeting and approve this request. I will be available to discuss this with the Commission.

Thank you for your help in this matter.

Sincerely,

/s/ Rhonda B. Cape  
Administrative Assistant

cc: Donnie Mims, County Administrator

End of Letter

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED APPLICATION REGARDING THE INSTALLATION OF EQUIPMENT TO ENABLE THE MONTGOMERY COUNTY SHERIFF'S OFFICE TO USE ELECTRONIC PAYMENTS AS REQUIRED BY THE RECENTLY PASSED LEGISLATION CONCERNING PAYMENT OF PISTOL PERMIT APPLICATIONS

The Administrator presented the following memorandum from Sheriff D.T. Marshall:

June 28, 2013

MEMORANDUM

TO: Mr. Donnie Mims  
County Administrator

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

SUBJECT: Sage Payment Solutions

I am attaching a proposal from Sage Payment Solutions regarding the installation of equipment to enable to Montgomery County Sheriff's Office to use electronic payments as required by the recently passed legislation concerning payment of Pistol Permit applications. The law requires that payment can be made by cash or electronic payments through debit or credit cards. The law states that the cost of processing these electronic payments may be passed along to the consumer.

The Sheriff's Office has interviewed several companies in this matter. Sage Payment Solutions best suits our needs in this area. A fee of three (3) percent (\$.60) is charged the customer. Within 48 hours, the \$20.00 pistol permit fee is automatically deposited in the County's bank account and the three percent will be retained by the company. Sage Payment Solutions will provide us a report on fees collected which will aid in our record processing for the auditors.

I am requesting this be placed on the County Commission agenda for their consideration. Upon approval, the application must be filled out and returned to the company.

Your assistance in this matter will be appreciated.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Email, Application, and Amendment to Merchant Agreement, Agenda Pages 19-2 through 19-7, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 5  
AND RELATED CONTRACT REGARDING EDUCATIONAL AND COLLABORATIVE  
PLANNING TO CREATE AND SUSTAIN AN EFFICIENT AND EFFECTIVE SYSTEM  
FOR OUTPATIENT MENTAL HEALTHCARE

The Administrator requested approval of budget change request number 5 and related contract regarding educational and collaborative planning to create and sustain an efficient and effective system for outpatient mental healthcare.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Budget Change Request and Contract, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

## **COMMENTS BY COMMISSIONERS AND ATTENDEES**

Commissioner Ingram recognized Ron Drinkard and Cassandra Crosby, both of whom were in the audience. He also welcomed Montgomery Public School Superintendent Barbara Thompson and told her that she is doing a good job. He wished everyone a great week.

Commissioner Williams said he hopes that everyone has a good week and a good month. He said that he also hoped they enjoyed their 4<sup>th</sup> of July and the extra day off. He added that he wants to do more in the future to show the Commission's appreciation to the County employees.

Commissioner Polizos said good morning and that it's good to see a nice crowd at today's meeting. He told everyone to be safe in the rain and that he hopes to see everyone in a few weeks.

Chairman Dean told the audience good morning. He informed the department heads and elected officials that it is budget crunch time and that while we have not recovered yet, we will. He stated that Montgomery County has not skipped a beat on customer service and that the Commission applauds the employees for that, adding that it means so much to the County. He wished everyone a great week.

Vice Chairman Harris said good morning and that it was good to see everyone at today's meeting. He thanked those who shared their gratitude for the day off after the 4<sup>th</sup> of July, and stated that he wished the Commission could do more. He added that the Commission does hope to do more but it depends on the budget. He thanked the County employees for all that they do and told everyone to have a great week.

## **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 MONTGOMERY PUBLIC SCHOOL SUPERINTENDENT BARBARA THOMPSON**

Montgomery Public School Superintendent Barbara Thompson briefed the Commission regarding plans to purchase and renovate space in the former Montgomery Mall to house Loveless Academic Magnet Program High (LAMP), Montgomery Technical Education Center (MTEC and Central Office Operations. Ms. Thompson stated that no funding would be requested from the County for this project.

## PRESENTATION BY RESEARCH COORDINATOR JOE ADAMS WITH PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA

Research Coordinator Joe Adams with Public Affairs Research Council of Alabama updated the Commission regarding the SMART Budgeting process for the 2013-2014 Budget.

## COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims presented an Invoice from Rushton, Stakely, Johnston & Garrett, P.A., regarding legal fees pertaining to the DAS North America, Inc., Project. After discussion, the Commission agreed to place this item on the next agenda.

Vice Chairman Harris expressed his concerns about some of the billing items and suggested that the County implement guidelines regarding legal fees. He stated that he could discuss the issue with County Attorneys Tyrone Means and Tommy Gallion and the Commission agreed.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals.

Administrator Mims presented the Revenue Reports for June 2013 from the Tax and Audit Department. He noted that the revenue is up a little for the year.

Administrator Mims presented the Population Report for June 2013 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Community Corrections Census and Fiscal Report for June 2013. Chairman Dean stated that the Commission needed to talk more about increasing the number participants in Community Corrections.

Administrator Mims noted those employees that have submitted a Notice of Application for Retirement Allowance.

## COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar of events with the Commission.

## PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission via telephone conference regarding other options for changes to the Montgomery County Healthcare Plan. After discussion, the Commission agreed to place the original option to increase funding level and increase employee contributions on the next agenda.

## DISCUSSION BY THE COMMISSION

Commissioner Ingram informed the Commission that the Montgomery City/County Emergency Management Agency has hired Calvin Brown as the new director.

#### COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented board member appointments to the Rolling Hills/Lakes Volunteer Fire Department. After discussion, the Commission agreed to add this item to the next agenda.

#### **ADJOURNMENT**

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on July 15, 2013, at 11:14 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

JUL 15 2013

07-15-13 Meeting

## MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 07-03-13

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 236294            |    | 236303       |
|                   |    |              |
| Total Checks Paid |    | \$62,561.73  |

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

07-15-13 Meeting

**MONTGOMERY COUNTY COMMISSION**

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

**CHECKS ARE DATED 07-12-13**

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 236306            |    | 236430       |
|                   |    |              |
| Total Checks Paid |    | \$497,914.52 |

| CHECK # | PAYEE                       | AMOUNT      | DATE     |
|---------|-----------------------------|-------------|----------|
| 236304  | Zeller, Barry F & Shirley L | \$12,000.00 | 07/11/13 |
| 236305  | Michael R. Britton          | \$ 425.00   | 07/11/13 |

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

07-15-13 Meeting

**MONTGOMERY COUNTY COMMISSION**

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

**CHECKS ARE DATED 07-12-13**

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 236431            |    | 236563       |
|                   |    |              |
| Total Checks Paid |    | \$444,754.71 |

**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  
07/12/13

**Agenda****JUL 15 2013**

|                      |        |    |                      |        |                 |
|----------------------|--------|----|----------------------|--------|-----------------|
| Payroll Check Number | 116746 | To | Payroll Check Number | 116881 | \$ 88,284.96    |
|                      |        |    |                      |        |                 |
| Direct Deposits      |        |    |                      |        | \$ 805,442.21   |
|                      |        |    |                      |        |                 |
| Payroll Check Number | 116882 | To | Payroll Check Number | 116907 | \$ 243,969.71   |
|                      |        |    |                      |        |                 |
| Direct Deposits      |        |    |                      |        | \$ 318,092.19   |
|                      |        |    |                      |        |                 |
| Federal Deposits     |        |    |                      |        | \$ 334,470.48   |
|                      |        |    |                      |        |                 |
| Total Payroll Paid   |        |    |                      |        | \$ 1,790,259.55 |

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

STATE OF ALABAMA     )  
COUNTY OF MONTGOMERY)

**LEASE EXTENSION**

THIS DOCUMENT IS TO EXTEND THE TERM OF THAT CURRENT LEAS  
"Lease") made and entered into as of the 1<sup>st</sup> day of February, 2008 by and between  
Montgomery County Commission For The Benefit Of The Montgomery City and C  
Library Board, as Tenant, and The Town Of Pike Road through assignment by The  
National Bank of Crestview, as Landlord for those certain premises identified as Bays Nun  
9, and 10 (herein referred to as the "Demised Premises") in the Pike Road Station Shopping ( located in Montgomery County, State of Alabama. The Demised Premises consist of a having a total gross leasable area of approximately 5,135 square feet, having an address of 9585, and 9589 Vaughn Road, Pike Road, Alabama.

The parties hereby agree that the Lease is extended to October 31, 2013 as provided Paragraph 6, "Extension Terms" in the Lease document.

All obligations, rights, and requirements, including but not limited to the Fixed Min Rent as provided in Section 5 (c) of the Lease shall remain the same and in full force and effe

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease Extens the dates appearing beneath their respective signature blocks.

WITNESS:

LANDLORD:

The Town Of Pike Road

\_\_\_\_\_

By: \_\_\_\_\_  
As Its: \_\_\_\_\_

Date Executed: July, \_\_\_\_, 2013

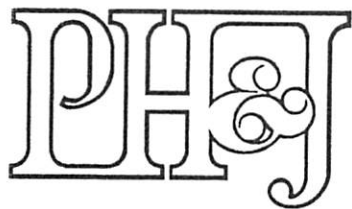
WITNESS:

TENANT:

\_\_\_\_\_

The Montgomery County Commission For The Benefit Of The  
Montgomery City and County Library Board

Date Executed: July \_\_\_\_, 2013



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

July 10, 2013

Mr. John Mitchell, Asst. County Administrator  
Montgomery County Commission  
Post Office Box 1667  
Montgomery, AL 36102-1667

RE: Exterior Weatherization for Montgomery County Courthouse Annex 1, - Phase 2,  
(Window Wall), Montgomery, Alabama  
PH&J# 1208GVG

Enclosed are four (4) copies of the Change Order #1 on the above referenced project for your review and signature.

After the documents have been signed please return all copies to our office **to my attention** for further processing.

Sincerely,

Kristie Hutto  
Enclosures  
cc: File



# AIA® Document G701™ – 2001

## Change Order

|                                          |                                            |                                             |
|------------------------------------------|--------------------------------------------|---------------------------------------------|
| <b>PROJECT</b> (Name and address):       | <b>CHANGE ORDER NUMBER:</b> 001            | <b>OWNER:</b> <input type="checkbox"/>      |
| Montgomery County Weatherization         | <b>DATE:</b> July 9, 2013                  | <b>ARCHITECT:</b> <input type="checkbox"/>  |
| Phase 2                                  |                                            | <b>CONTRACTOR:</b> <input type="checkbox"/> |
| PH&J# 0818GVG                            |                                            | <b>FIELD:</b> <input type="checkbox"/>      |
| <b>TO CONTRACTOR</b> (Name and address): | <b>ARCHITECT'S PROJECT NUMBER:</b> 0818GVG | <b>OTHER:</b> <input type="checkbox"/>      |
| CannDauson Construction Co., Inc.        | <b>CONTRACT DATE:</b> November 19, 2012    |                                             |
| 216 Echlin Blvd.                         | <b>CONTRACT FOR:</b> General Construction  |                                             |
| Prattville, AL 36067                     |                                            |                                             |
| (334) 365-2396                           |                                            |                                             |

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

|                                                                             |                    |
|-----------------------------------------------------------------------------|--------------------|
| ADD for replacement of broken glass in three windows.....                   | \$ 660.00          |
| ADD for excavation to expose problem leak areas in Basement north wall..... | \$ 4,161.65        |
| ADD for repairs to leak areas in Basement north wall.....                   | \$12,624.59        |
| DEDUCT for removal of sales tax and materials from the contract amount..... | \$45,434.51        |
| <b>TOTAL.....</b>                                                           | <b>\$27,988.27</b> |

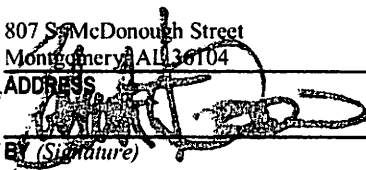
|                                                                          |               |
|--------------------------------------------------------------------------|---------------|
| The original Contract Sum was                                            | \$ 469,593.00 |
| The net change by previously authorized Change Orders                    | \$ 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ 469,593.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 27,988.27  |
| The new Contract Sum including this Change Order will be                 | \$ 441,604.73 |

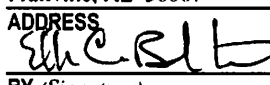
The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.  
**ARCHITECT** (Firm name)  
 807 S McDonough Street  
 Montgomery, AL 36104  
**ADDRESS**  
  
**BY** (Signature)  
 Patrick Addison, Vice President  
 (Typed name)  
 July 9, 2013  
**DATE**

CannDauson Construction Co., Inc.  
**CONTRACTOR** (Firm name)  
 216 Echlin Blvd.  
 Prattville, AL 36067  
**ADDRESS**  
  
**BY** (Signature)  
 Ellen Barnette, Vice President  
 (Typed name)  
 7/9/13  
**DATE**

Montgomery County Commission  
**OWNER** (Firm name)  
 PO Box 1667  
 Montgomery, AL 36102  
**ADDRESS**  
 \_\_\_\_\_  
**BY** (Signature)  
 Elton N. Dean, Sr., Chairman  
 (Typed name)  
 \_\_\_\_\_  
**DATE**

**COR # 2 - Replace Broken Glass in Windows that have  
a window built in front of them - total of three windows.**

**Unit Price Of \$220.00 submitted on April 11,2013**

**See attached Breakdown \$660.00**

**Total \$660.00**

**6/21/2013**

**COR #3a - Waterproofing Repairs Montgomery  
Co. Courthouse - *Excavation and Cover Back Up***

|                      | Material | Labor    | Sub/Rental/Misc.  |
|----------------------|----------|----------|-------------------|
| Supervision (16) HRS | \$0.00   | \$592.00 | \$3,067.00        |
| subtotals            | \$0.00   | \$592.00 | \$3,067.00        |
| Tax/Fringe           | \$0.00   | \$124.32 | \$0.00            |
| Totals               | \$0.00   | \$716.32 | \$3,067.00        |
| Total M/L/SRM        |          |          | \$3,783.32        |
| GC OH & Markup (10%) |          |          | \$378.33          |
| <b>Total</b>         |          |          | <b>\$4,161.65</b> |
| 6/18/2013            |          |          |                   |

**COR #3b - Waterproofing Repairs Montgomery  
Co. Courthouse - *Final Waterproofing***

|                      | Material | Labor      | Sub/Rental/Misc.   |
|----------------------|----------|------------|--------------------|
| Supervision (80) HRS | \$0.00   | \$2,960.00 | \$7,716.00         |
| Clean Up -           |          |            |                    |
| Labor (4) HRS        | \$75.00  | \$80.00    | \$0.00             |
| subtotals            | \$75.00  | \$3,040.00 | \$7,716.00         |
| Tax/Fringe           | \$7.50   | \$638.40   | \$0.00             |
| Totals               | \$82.50  | \$3,678.40 | \$7,716.00         |
| Total M/L/SRM        |          |            | \$11,476.90        |
| GC OH & Markup (10%) |          |            | \$1,147.69         |
| <b>Total</b>         |          |            | <b>\$12,624.59</b> |
| 6/18/2013            |          |            |                    |

JANET BUSKEY  
REVENUE COMMISSIONER

**MONTGOMERY COUNTY**  
**REVENUE COMMISSIONER'S OFFICE**

ALLYSON HOLLAND  
CHIEF CLERK

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

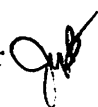


June 26, 2013

**MEMORANDUM**

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Approval of 2012 Tax Year Annual Report

In accordance with the Code of Alabama, 1975 §40-5-23, enclosed please find State form DFC 22, entitled "2012 Tax Year Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements" and the related County Resolution for approval (and signature) at the July 1, 2013 County Commission meeting.

Thank you for your consideration.

JYB

Enclosures (to be provided)

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

East Office  
5340B 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

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2012 AND  
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

**THE STATE OF ALABAMA**

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held  
on this 15th day of JULY 20 13,

Janet Buskey, Tax Collector of said County, made his report of

'Insolvents', 'Errors in Assessment' and 'Taxes in Litigation' on taxes for the current year 2012, as  
required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by  
said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with  
the Comptroller for the following amounts:

|                                                    |    |              |
|----------------------------------------------------|----|--------------|
| Insolvents: State Taxes--- General-----            | \$ | \$15,635.52  |
| --- Soldier-----                                   | \$ | \$6,254.21   |
| --- School-----                                    | \$ | \$18,762.62  |
|                                                    |    |              |
| Errors in Assessments: State Taxes--- General----- | \$ | \$345,654.55 |
| --- Soldier-----                                   | \$ | \$138,261.82 |
| --- School-----                                    | \$ | \$458,416.56 |
|                                                    |    |              |
| Taxes in Litigation: State Taxes--- General-----   | \$ | \$7,174.00   |
| --- Soldier-----                                   | \$ | \$2,869.60   |
| --- School-----                                    | \$ | \$8,608.80   |

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent  
Taxes for the previous year 2011, as required by Code of Ala. 1975, Section 40-5-29; and the Board  
thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been  
unable to collect, as follows:

|                             |    |            |
|-----------------------------|----|------------|
| State Taxes--- General----- | \$ | \$6,864.65 |
| --- Soldier-----            | \$ | \$2,768.77 |
| --- School-----             | \$ | \$8,677.72 |

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which  
he has been unable to collect as follows:

|       |    | General  |    | Soldier |    | School   |
|-------|----|----------|----|---------|----|----------|
| 2011  | \$ | 1,858.71 | \$ | 765.60  | \$ | 2,371.41 |
| _____ | \$ | _____    | \$ | _____   | \$ | _____    |
| _____ | \$ | _____    | \$ | _____   | \$ | _____    |
| _____ | \$ | _____    | \$ | _____   | \$ | _____    |

Given under my hand this 1ST day of JULY 20 13

\_\_\_\_\_  
Presiding Officer

See Code of Ala. 1975. Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to  
insolvent taxes and taxes in litigation of previous year(s).

## RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2012, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

|                        |                             |              |
|------------------------|-----------------------------|--------------|
| INSOLVENTS:            | County's General Fund       | \$31,271.04  |
|                        | County's Road & Bridge Fund | \$15,635.52  |
| (Homestead Exemptions) | County's General Fund       | \$ 0.00      |
|                        | County's Road & Bridge Fund | \$ 0.00      |
| ERRORS IN ASSESSMENTS: | County's General Fund       | \$699,599.50 |
|                        | County's Road & Bridge Fund | \$349,799.75 |
| (Homestead Exemptions) | County's General Fund       | \$4,994.00   |
|                        | County's Road & Bridge Fund | \$2,497.00   |

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2012 that such report be and is hereby approved in the following amounts:

|                        |                             |             |
|------------------------|-----------------------------|-------------|
| LANDS BID IN:          | County's General Fund       | \$18,729.70 |
|                        | County's Road & Bridge Fund | \$9,364.85  |
| (Homestead Exemptions) | County's General Fund       | \$194.90    |
|                        | County's Road & Bridge Fund | \$97.45     |

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2012, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

|                        |                             |             |
|------------------------|-----------------------------|-------------|
| TAXES IN LITIGATION:   | County's General Fund       | \$14,582.00 |
|                        | County's Road & Bridge Fund | \$7,291.00  |
| (Homestead Exemptions) | County's General Fund       | \$269.60    |
|                        | County's Road & Bridge Fund | \$134.80    |

|                        |                             |              |
|------------------------|-----------------------------|--------------|
| (Refunds)              | County's General Fund       | \$2,607.40   |
|                        | County's Road & Bridge Fund | \$1,303.70   |
| (Homestead Exemptions) | County's General Fund       | \$796,050.80 |
|                        | County's Road & Bridge Fund | \$398,025.40 |
| (Abatements)           | County's General Fund       | \$953,764.50 |
|                        | County's Road & Bridge Fund | \$476,882.25 |

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 15th day of July 2013.

MONTGOMERY COUNTY COMMISSION

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
County Administrator



[illegible]

6-3

# MONTGOMERY COUNTY COMMISSION

## BUDGET CHANGE REQUEST

**REQUEST NUMBER      30**

|                             |                         |                     |           |
|-----------------------------|-------------------------|---------------------|-----------|
| DEPARTMENT:                 | County Comm Appropriati | REVIEWED: S. Thomas | 7/11/2013 |
| DATE:                       | 7/11/2013               | Finance Director    | Date      |
| REQUESTED BY:               | Donald L. Mims          | APPROVED:           |           |
| Elected Official/Dept. Head |                         | Administrator       | Date      |

| ACCOUNT<br>NAME                  | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|-------------------|
| Repair & Main-other construction | 206-51107.231     | 5,099             | 5,651                  | 10,750            |
| Repair & Main-Courthouse         | 206-51104.231     | 65,000            | (5,651)                | 59,349            |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
| <b>TOTAL</b>                     |                   | 70,099            | 0                      | 70,099            |

## JUSTIFICATION:

Budget for the \$10,750 cost of Retro-fit lighting at the Pardons & Parole building.



931 N McDonough St  
Montgomery, AL 36104

334.262.0584  
<http://www.gtkey.com>

|               |                                         |                      |                                   |
|---------------|-----------------------------------------|----------------------|-----------------------------------|
| Attention:    | <i>Richard Hataway</i>                  | Project Title:       | <i>Lighting Retro Fit</i>         |
| Title:        | <i>Assisting Plant Maintenance Eng.</i> | Project Description: | <i>Retro Fit and New Fixtures</i> |
| Company Name: | <i>Montgomery County Commission</i>     | Quote Number:        | <i>7102013C</i>                   |
| Address:      | <i>PO Box 1667</i>                      | Prepared By:         | <i>Doug Newman</i>                |
| City, State:  | <i>Montgomery, AL 36102</i>             | Title:               | <i>Electrical Estimator</i>       |
| Date:         | <i>July 10, 2013</i>                    | Payment Terms:       | <i>Net 15</i>                     |

| Description                                          | Quantity | Unit Price  | Cost               |
|------------------------------------------------------|----------|-------------|--------------------|
| Price to retro fit 78 2X4 4 T8 Lamp Fixtures         | 1        | \$17,537.00 | \$17,537.00        |
| Retro fit 4 Strip 4 T8 Lamp Fixtures                 |          |             |                    |
| Install 82 new surface mount 4 T8 Lamp Wrap Fixtures |          |             |                    |
| Install 3 new surface mount 2 T8 Lamp Wrap Fixtures  |          |             |                    |
| <b>Total:</b>                                        |          |             | <b>\$17,537.00</b> |

This quote valid is valid until August 9, 2013



## PROPOSAL

580 TRADE CENTER STREET  
MONTGOMERY, ALABAMA 36108  
(334) 262-2946 - (334) 262-2138 – FAX  
[www.dixieelectricco.com](http://www.dixieelectricco.com)

|                                                                                                   |                |                     |                         |
|---------------------------------------------------------------------------------------------------|----------------|---------------------|-------------------------|
| PROPOSAL SUBMITTED TO:<br><b>Montgomery County Commission</b><br><b>Attn: Mr. Richard Hataway</b> |                | PHONE: 334-832-1209 | DATE:<br><b>7/10/13</b> |
|                                                                                                   |                | FAX:                |                         |
|                                                                                                   |                | JOB NAME            |                         |
| LOCATION:                                                                                         |                |                     |                         |
| ARCHITECT:                                                                                        | DATE OF PLANS: |                     | JOB PHONE:              |

We hereby submit specifications and estimates for:

Labor and material required to install new t-8 retro fit kits and new 8ft t-8 strips in office areas. Also there will be a certificate of for recycling lamps included at the end of the job.

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

----- Fifteen thousand seven hundred thirty seven and 60/100 dollars ----- \$15,737.60

Payment to be made as follows: upon completion of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and or delays beyond our control. Owner to carry, fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: \_\_\_\_\_  
**Buck Jehle / Estimator**

NOTE: This proposal may be withdrawn if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

7-4

Mid-South Electric Company, Inc.  
6006 Troy Highway  
Montgomery, Alabama 36116  
P. 334-286-9675  
F. 334-281-5204

### Proposal

**DATE:** 6/11/2013

**ATTN:** Richard Hataway

**PROJECT NAME:** Lighting Improvements for Pardon & parole Building @ 350 Adams Avenue

Quote is to provide & install the following as listed below:

1. Retrofit up to (85) existing 2' x 4' T12 4 tube fixtures to T8 4 tube. Includes replacement lamps & ballast. Tombstones will be replaced if needed due to damage.
2. Replace (3) existing 2 lamp, 4' wrap-a-round T12 fixtures with new T8, 2 lamp fixture.
3. Replace (6) existing 4 lamp, 4' wrap-a-round T12 fixtures with new T8, 4 lamp fixture.
4. Replace (21) outdated 4 lamp, 8' long surface fluorescent fixtures with (2) 4 lamp, 4' fluorescent wrap-a-round T8 for each location. (Total of 42 new lights for the existing 21 light fixtures).

**Total Quote**.....\$ 10,750.00

**Billing Method:** Lump sum due 10 days after completion.

If you have any questions please call Mike Archer and/or James Mitchell @ 334-286-9675.

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer, Corporal

Position Number 083

Proposed Effective Date June 24, 2013

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 18, 2013  
Department Head DT

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

ORIGINAL

## COMPLETED ACTION DATES

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number \_\_\_\_\_

Proposed Effective Date June 24, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

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

*D T Marshall*

Date June 18, 2013

Department Head *AM*

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 211

Proposed Effective Date June 24, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

## Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT  
Corrections Officer - \$29,569 - \$42,093 Grade PC1

*D T Marshall*

Date June 19, 2013

Department Head *DM*

## 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 Clerk II

Position Number 232

Proposed Effective Date June 24, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Pay Grade A02 - \$21,830 - \$31,076

D T Marshall  
Department Head *DM*

Date June 18, 2013

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

ORIGINAL

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff, Corporal

Position Number 022

Proposed Effective Date June 24, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Pay Grade PS2 - \$37,211 - \$47,900

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

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

Date June 18, 2013

*D T Marshall*  
Department Head *AK*

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 \_\_\_\_\_

# POSITION FILL REQUEST

ORIGINAL

## COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number \_\_\_\_\_

Proposed Effective Date June 24, 2013

Type of Appointment ( ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$35,066 (PS104)

Deputy Sheriff - \$36,186 - \$45,139 PS1

*D T Marshall*

Department Head

Date June 18, 2013

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

( ) Payroll entered by

Date

Date

# POSITION FILL REQUEST

ORIGINAL

## COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Court Security Officer

Position Number 152

Proposed Effective Date June 24, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Pay Grade A04 - \$27,401 - \$39,005

D T Marshall

Department Head DT

Date June 19, 2013

## 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 \_\_\_\_\_

( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

*Inter-office*

## **MEMORANDUM**

To: John Mitchell, SR. / Deputy Administrator  
From: Pat Litchfield/ Plant Maintenance Manager   
Subject: Promotional Register for Grounds Keeper and Painter II positions  
Date: 6/19/2013

Mr. Mitchell,

It is important to bring to your attention that County maintenance within the Support Service Department has lost two positions in the past several months, both being supervisor positions. The department lost its groundskeeper supervisor to the County Mail room. And painters lost their supervisor to the untimely passing of Mr. Matthew Lewis.

I ask your help in approaching the necessary authorities to apply a promotional register to fill these vacancies without additional hiring. These positions are essential to the daily function of the Support Service department. I appreciate any attention you can give this.

Pat Litchfield  
Plant Maintenance Manager

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Support Services - Maintenance

DEPARTMENT HEAD: Pat Litchfield

SUPERVISOR: Pat Litchfield

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 Groundskeeper

Position Number 260735021

Proposed Effective Date July 8, 2013

Type of Appointment ( ☒ ) Permanent ( ☐ ) Temporary

Recruiting

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

Pay Grade S08/1

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

Pat Litchfield  
Department Head

Date June 27, 2013

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 \_\_\_\_\_

*Inter-office*

## **MEMORANDUM**

To: John Mitchell, SR. / Deputy Administrator

From: Pat Litchfield/ Plant Maintenance Manager 

Subject: Promotional Register for Painter II position

Date: 6/19/2013

Mr. Mitchell,

It is important to bring to your attention that County maintenance within the Support Service Department has lost two positions in the past several months. Painting Division lost their supervisor to the untimely passing of Mr. Matthew Lewis.

I ask your help in approaching the necessary authorities to apply a promotional register to fill this vacancy without additional hiring. The position is essential to the daily function of the Support Service department. I appreciate any attention you can give this.

Pat Litchfield  
Plant Maintenance Manager

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services - Maintenance

DEPARTMENT HEAD: Pat Litchfield

SUPERVISOR: Pat Litchfield

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

1. Position Title Painter II

Position Number 260746034

Proposed Effective Date July 8, 2013

Type of Appointment ( x ) Permanent ( ) Temporary

Recruiting

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

Pay Grade S08/1

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

Pat Litchfield  
Department Head

Date June 27, 2013

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

**Agenda**

**JUL 15 2013**

Request # 10

Date: July 9, 2013  
To: Donald L. Mims, Administrator  
From: Barbara M. Montoya, Director  
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS  
Departure Date: July 16, 2013 Return Date: July 17, 2013  
Conference Leave (Days / Hours): 2 Days  
Purpose of Travel: Police Major Test Scoring

Traveler (s) Name: 1. Mark Willis 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: All costs covered by the City of Montgomery

To: Barbara M. Montoya, Director  
From: Donald L. Mims, Administrator

The above request is app. 07/15/13 reimbursement of actual and necessary expenses in the  
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>123-51961-265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$15,000.00</u>                       |
| Approved Requests:                               | <u>\$12,580.45</u>                       |
| Budget Available:                                | <u>\$2,419.55</u>                        |
| Current Requests:                                | <u>\$0.00</u>                            |
| Budget Balance:                                  | <u>\$2,419.55</u>                        |

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/10/2013

cc: Finance Director / Buyer

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

**Agenda**

**JUL 15 2013**

Request # 52

Date: July 2, 2013  
To: Donald L. Mims, Administrator  
From: Ellen Brooks  
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL

Departure Date: July 16, 2013

Return Date: July 16, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Speak at State Board of Education's State Conference

Traveler (s) Name: 1. Steve Searcy 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation:

County Vehicle

|   |
|---|
| X |
|   |

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: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 07/15/13 reimbursement of actual and necessary expenses in the approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>760-51260.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$45,000.00</u>                       |
| Approved Requests:                               | <u>\$43,578.46</u>                       |
| Budget Available:                                | <u>\$1,421.54</u>                        |
| Current Requests:                                | <u>\$0.00</u>                            |
| Budget Balance:                                  | <u>\$1,421.54</u>                        |

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/2/2013

cc: Finance Director / Buyer

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

**Agenda**

**JUL 15 2013**

Request # 53

Date: July 8, 2013  
To: Donald L. Mims, Administrator  
From: Ellen Brooks  
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL  
Departure Date: July, 2013 Return Date: May, 2014  
Conference Leave (Days / Hours): Multiple  
Purpose of Travel: Leadership Montgomery Meetings

Traveler (s) Name: 1. Sandra Edwards 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

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

Total (est.) Cost: \$1,125.00 Advance Registration Required: \$1,125.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Special Approval Requested

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

The above request is app. 07/15/13 reimbursement of actual and necessary expenses in the  
approximate amount of \$1,125.00 and advance registration of \$1,125.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>760-51260.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$45,000.00</u>                       |
| Approved Requests:                               | <u>\$43,553.46</u>                       |
| Budget Available:                                | <u>\$1,446.54</u>                        |
| Current Requests:                                | <u>\$1,125.00</u>                        |
| Budget Balance:                                  | <u>\$321.54</u>                          |

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/10/2013

cc: Finance Director / Buyer

**13-3**

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

**Agenda**

**JUL 15 2013**

Request # 54

Date: July 10, 2013  
To: Donald L. Mims, Administrator  
From: Ellen Brooks  
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL  
Departure Date: July 16, 2013 Return Date: July 16, 2013  
Conference Leave (Days / Hours): 1 Day  
Purpose of Travel: Speak at State Board of Education State Conference

Traveler (s) Name: 1. Carrie Gray 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: District Attorney Fund Name: 760-51260-292

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_

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

The above request is app. 07/15/13 reimbursement of actual and necessary expenses in the  
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>760-51260.292</u> (ex: 000-00000-000) |
| Description:                                     | <u>Grant Expenses</u>                    |
| Current Budget:                                  | <u>\$250,000.00</u>                      |
| Approved Requests:                               | <u>\$62,764.59</u>                       |
| Budget Available:                                | <u>\$187,235.41</u>                      |
| Current Requests:                                | <u>\$0.00</u>                            |
| Budget Balance:                                  | <u>\$187,235.41</u>                      |

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/10/2013

cc: Finance Director / Buyer

JUL 15 2013

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT: Engineering REVIEWED: S. Thomas 7/10/13  
Finance Director  
REQUESTED BY: George C. Speake APPROVED: \_\_\_\_\_ Date  
Elected Official/Dept. Head 7/8/2013 Administrator \_\_\_\_\_ Date

| ACCOUNT<br>NAME            | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|----------------------------|-------------------|-------------------|------------------------|-------------------|
| Rd. Bldg. Mat. & Supplies  | 111-53200-213     | 100,350           | (4,000)                | 96,350            |
| Small Tools & Minor Equip. | 111-53200-214     | 2,500             | 4,000                  | 6,500             |
| Rd. Bldg. Mat. & Supplies  | 111-53300-213     | 99,850            | (5,000)                | 94,850            |
| Small Tools & Minor Equip. | 111-53300-214     | 3,000             | 5,000                  | 8,000             |
|                            |                   |                   |                        |                   |
|                            |                   |                   |                        |                   |
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|                            |                   |                   |                        |                   |
|                            |                   |                   |                        |                   |
| TOTAL                      |                   | 205,700           | 0                      | 205,700           |

### JUSTIFICATION:

Internal transfers to cover cost of purchasing a new polesaw, magsaw, & chain saw sharpener at District I and two (2) new air compressors for District II.

JUL 15 2013

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT: ELECTIONS REVIEWED: S. Thomas 7/10/2013  
DATE: 7/10/2013 Finance Director Date  
REQUESTED BY: JUDGE STEVEN REED APPROVED: Elected Official/Dept. Head Administrator Date

| ACCOUNT NAME | ACCOUNT NUMBER | CURRENT BUDGET | INCREASE (DECREASE) | REVISED BUDGET |
|--------------|----------------|----------------|---------------------|----------------|
| Salaries     | 001-51910.110  | \$100,557      | (\$8,000)           | \$92,557       |
| Extra Help   | 001-51911.115  | \$24,451       | \$8,000             | \$32,451       |
|              |                |                |                     |                |
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|              |                |                |                     |                |
| TOTAL        |                | \$125,008      | \$0                 | \$125,008      |

JUSTIFICATION:

Realignment of budget categories to cover extra help needs.

**Tammy Nix**

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**From:** Sherrill Thomas  
**Sent:** Wednesday, July 10, 2013 3:00 PM  
**To:** Tammy Nix; Theresa LeGrady  
**Subject:** Budget Change Probate #4  
**Attachments:** Probate 2013 #4.xlsx

## **Agenda**

**JUL 15 2013**

Probate Elections is asking to use salaries to cover the extra help cost of two part time individuals hired through the temporary staffing agency. The current budget will only cover through this week.

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: Recreation Board REVIEWED: S. Thomas 7/10/2013  
7/10/2013 Finance Director Date  
REQUESTED BY: James Williams APPROVED: [Signature]  
Elected Official/Dept. Head Administrator Date

| ACCOUNT NAME          | ACCOUNT NUMBER | CURRENT BUDGET | INCREASE (DECREASE) | REVISED BUDGET |
|-----------------------|----------------|----------------|---------------------|----------------|
| Professional Services | 008-57200 307  | 18,500         | (2,000)             | 16,500         |
| Misc Supplies         | 008-57200 219  | 19,000         | 2,000               | 21,000         |
|                       |                |                |                     | 0              |
|                       |                |                |                     | 0              |
|                       |                |                |                     | 0              |
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|                       |                |                |                     | 0              |
|                       |                |                |                     | 0              |
|                       |                |                |                     | 0              |
|                       |                |                |                     | 0              |
| TOTAL                 |                | 37,500         | 0                   | 37,500         |

### JUSTIFICATION:

To realign items within the budget to cover miscellaneous supply costs.

**DEMONSTRATION PROJECTS TO  
ESTABLISH "ZERO TOLERANCE"  
CULTURES FOR SEXUAL ASSAULT IN  
CORRECTIONAL FACILITIES PROGRAM**



**MONTGOMERY COUNTY SHERIFF'S OFFICE  
PROPOSAL  
2013 MCDF JAIL DAYROOM UPGRADE  
FY 2013**

115 South Perry Street  
Montgomery, Alabama 36104  
Contact: Chief Deputy Derrick Cunningham  
Office (334) 832-1646 Fax (334) 832-7113  
email: [DerrickCunningham@mc-ala.org](mailto:DerrickCunningham@mc-ala.org)

## NARRATIVE

### **Statement of the Problem**

The Mac Sim Butler Detention Facility located in Montgomery, Alabama holds adult prisoners, both male and female, for the Sheriff's Office and all law enforcement agencies in Montgomery County. With the increase in our city's crime rate, the need for an additional facility was inevitable; thereby, a new adjoining facility was established in 2009. The older facility, now known as Jail 1, hereinafter referred to as J1 and the newer facility acquired the name of Jail 2, hereinafter referred to as J2.

J1 consists of four (4) floors and six (6) inmate housing areas; each area containing three (3) inmate housing units, commonly known as cellblocks. The 1<sup>st</sup> floor of J1 consists of the initial intake area as well as all Administrative Offices. The 2<sup>nd</sup> floor is grouped into two sections: South End and North End. The South End contains Cellblocks A, B and C; of which, A and C are dormitory style units containing bunk beds and can accommodate 50 inmates each. Cellblock B is comprised of 16 double-man cells and can house 32 inmates. The entrance to each cellblock is an open area, containing a wall-mounted television, commonly referred to as a Dayroom, used for socializing purposes.

The North End contains Cellblocks D, E and F, of which, E and F are single cell units which hold bunk beds to accommodate two (2) inmates per cell with a capacity of 32 inmates in Cellblock E and 24 inmates in Cellblock F. The larger cell, Cellblock D is comprised of double-man cells and is able to hold 50 inmates. Just as the opposing South End area contains, the entrance to each cellblock has a Dayroom used for socializing purposes.

The 3<sup>rd</sup> floor of J1 contains a North and South End of which is the exact replica as the 2<sup>nd</sup> floor, Cellblock E, consisting of single cell units able to hold 32 inmates in each cellblock. As

you maneuver to the 4<sup>th</sup> floor, you will also see two divided area, the North End and the South End. The North End is comprised of single cell units of which each cell contains a bunk bed and can hold two (2) inmates with a capacity of 16 inmates in each cellblock. On the contrary, the South End is comprised of single cell units of which each cell contains a bunk bed and can hold two (2) inmates with a capacity of 32 inmates in each cellblock. The entrance to both entrance ways of the 4<sup>th</sup> floor North and South End contain a Dayroom with a wall-mounted television for socializing purposes.

The newest Jail, J2, contains five (5) inmate housing areas of which each area contains three (3) inmate housing units or cellblocks. The blueprint of each floor of J2 is structured the same with each floor containing a North and South End and all areas are an exact replica with each cellblock consisting of single cell units of which each cell contains two (2) bunk beds and can house four (4) inmates comprising each section capable of housing 48 inmates. The only exception in J2 is Cellblock C, located on the 2<sup>nd</sup> Floor, South End area, which is made up of twenty-four (24) single cell units that hold one (1) bed and has a capacity of 24 inmates. All cellblocks in J2 contain the aforementioned Dayroom for socializing purposes in the entranceways.

As previously mentioned in the description of J1, the initial floor of J2 is the intake area as well as consists of all Administrative Offices. There is a 20-seat capacity area within the intake area as well as a wall-mounted television for information purposes. Furthermore, two (2) multi-purpose rooms are on each of the four (4) floors of J2 which are used for instructional purposes and/or meetings or if need be, an additional housing area.

With technology changing daily, it is vital in housing criminals to maintain the most up-to-date technology as possible. While we expanded our jail to include an additional adjoining

jail, some areas of both jails are still running with outdated equipment. This includes analogue monitors throughout the buildings. With the analogue signal being terminated in 2012, the need for converter boxes to provide a signal to the televisions was inevitable. This further complicates the ability to provide instant, relevant information to inmates which in turn, compiles equipment on top of other equipment and is not optimal for a correctional setting. Due to the equipment configuration being so colossal and cumbersome, all cellblocks do not presently have audio/visual capability. This further limits the goal of this facility to provide immediate, relevant access to current information to all inmates.

Unfortunately as technology changes, so do criminals. Criminals are getting smarter as technology advances making safety a grave concern for any agency. At present time, our greatest concern is archaic equipment thereby handicapping the effectiveness to provide current *PREA* information to inmates. Although the information is available, without grant funding the replacement of this equipment is obsolete. With the magnitude of importance when dealing with a Detention Facility, security measures are to be maintained at the highest level at all times for the safety of all involved.

## **Program Design and Implementation**

It is our expectation that through this grant this facility will be able to design and facilitate a network of monitors that will provide the ability to constantly stream current information to all inmates, at all times. Vital messages on preventing, detecting, responding or how to go about telling someone of an incident would be at the inmate's disposal when and/or if the need arose. The said messages would scroll constantly across the TV monitor as simple reminders that if you are assaulted, there is help! The network would enable this facility to utilize and connect via a hub of information which would facilitate helping the inmate understand the procedure in a given situation before a situation was imminent. Additionally, the monitor would display various questions and answers pertaining to different situations in the event an inmate feels scared or embarrassed to divulge information about an issue he/she might have been exposed to during their confinement at this facility. These messages would include incorporating information for returning inmates, who may have been out for a period of time and unfamiliar with the new procedures. Additionally, this system will allow messages to flash so that any emergency can be instantaneously addressed. If funds are received from this grant, an immediate upgrade will occur to the facility's infrastructure so as to accommodate a 39" monitor in each cellblock as well as in the Booking/Holding area and some of the multi-purpose/meeting rooms. Through the ratification of this grant, this upgrade would further solidify our zero tolerance of predatory behavior.

The population of the United States is becoming more diverse daily. Our facility takes this into consideration as well and through grant assistance, not only can we administer vital information to inmates in English but also in Spanish as well as our facility has a larger volume

of Hispanic inmates compared to other nationalities. Over time, if needed, we could add additional translations.

These teleprompters/monitors would display various information that would be provided including but not limited to: "Did You Know?", "Facts for the Offender who Sexually Assaults Other Offenders", "Sexual Assault", "Rape Avoidance", "What to Do if You are Sexually Assaulted", and "How to File a Grievance". Below is detailed information that would be made available to all inmates as they enter the facility:

#### DID YOU KNOW?

- Rape and sexual assault happen to females and males of all ages from infancy to the senior years.
- Sexual assault has nothing to do with the victim's present or future sexual orientation. Victims may be either heterosexual or homosexual.
- A survivor is not at fault for a rape, even if she/he was in a secluded area or had previous consensual sex with the attacker.
- If male victims of sexual assault ejaculated or became sexually aroused, it does not mean they were not raped or that they gave consent. These are normal, involuntary physiological reactions.
- It is common for survivors of sexual assault to have feelings of embarrassment, anger, guilt, panic, depression and fear for several months or years after the attack.
- Common reactions to sexual assaults include loss of appetite, nausea or stomach aches, headaches, loss of memory and/or trouble concentrating and changes in sleep patterns.

## FACTS FOR THE OFFENDER WHO SEXUALLY ASSAULTS OTHER OFFENDERS

- All cases of sexual assault are investigated. You will be prosecuted for a criminal offense and if found guilty of a felony, any additional prison time will be stacked on top of your current sentence in accordance with Alabama law.
- If you are convicted your VICTIM will have an opportunity to write a statement which can impact your SENTENCE LENGTH and can affect your ability to parole.
- You will be a REGISTERED SEX OFFENDER upon release from prison.
- WHILE IN JAIL YOU WILL BE ISSUED A DISCIPLINARY CASE. If found guilty, sanctions will be harsh. In addition, your classification level will be reviewed and likely downgraded which could mean to an isolation housing unit with significantly less freedom of movement and limited privileges.
- If you have family, will this affect your loved ones and their ability to visit you?
- Engaging in homosexual conduct in prison significantly increases your risk of HIV infection, along with exposing you to other sexually transmitted diseases.
- If you have trouble controlling your actions, you should submit a request to be seen by medical staff.
- To reduce immediate feelings of anger or aggression, try talking to or writing a friend, meditate, do breathing exercises to relax or engage in some type of exercise.

## SEXUAL ASSAULT

- Sexual assault occurs when a person forces another to have sexual intercourse, to have sexual contact, or to commit sodomy.
- Any unwelcome sexual contact is illegal and unacceptable.
- Sexual assaults are punishable up to 99 years in prison for the first offense.

- Custodial Sexual Misconduct occurs when any employee has sexual contact with any person in custody in any correctional facility.
- The crime of Custodial Sexual Misconduct is punishable up to 10 years in prison for the first offense.
- Predators use sex as a weapon to assault the body, mind, psyche and spirit of their victims to project power of authority.
- Sexual assault affects everyone either directly or through the experiences of those we care about.
- This issue can affect persons of any gender, age, race, ethnic group, socioeconomic status, sexual orientation or disability.
- The statistics are proof of this problem: According to the National Crime Victimization Survey (NCVS) in 2002 there were 247,730 victims of rape (this number does not include victims 12 or younger), 7 out of every 8 rape victims were female, and 1 in every 8 rape victims were male. A 1998 study indicates that about 2.78 million American men have experienced an attempted or completed rape and 1 out of every 6 American women have experienced an attempted or completed rape.

#### RAPE AVOIDANCE

- The only way rape can be prevented is when a potential rapist chooses NOT to rape; however, YOU may avoid an attack by keeping the following safety guidelines in mind:
  - Position yourself in "Safe Zones" areas where you can see a staff member and the staff member can see you. If you are being pressured for sex, report it to any staff member immediately.

- Be aware of situations that make you feel uncomfortable. Trust your instincts. IF IT FEELS WRONG, LEAVE, GET HELP, OR CALL OUT FOR A STAFF MEMBER. Don't be afraid to say "NO" or "STOP IT NOW".
- Walk and stand with confidence. Many rapists choose victims who look like they won't fight back or appear emotionally weak.
- Avoid talking about sex and casual nudity. These things may be considered a come-on or make another believe that you have an interest in a sexual relationship.
- Avoid purchasing any items from the commissary/store with the exception of hygiene items for the first 90 days. Large commissary spends will attract attention of predators.
- Do not accept commissary/store items or other gifts from other offenders. Placing yourself in debt to another offender can lead to the expectation of repaying the debt with sexual favors.

#### WHAT TO DO IF YOU ARE SEXUALLY ASSAULTED

- IF THE ATTACK HAS JUST HAPPENED...Get to a safe place.
- REPORT THE ATTACK TO A STAFF MEMBER IMMEDIATELY. The longer you wait, the more difficult it is to obtain the evidence necessary for a criminal and/or administrative investigation.
- Request immediate medical attention. You may have serious injuries that you are not aware of and any sexual contact can expose you to sexually transmitted diseases.
- Do not shower, brush your teeth, use the restroom or change your clothes. You may destroy important evidence.

- If you have been attacked or witnessed an attack, you should report the attack to any staff member, supervisor or the Director of Detention.
- All allegations regarding sexual assault will be investigated by Internal Affairs.
- Seek the support of a trusted friend, family member or chaplain at the facility. The days ahead can be traumatic and it helps to have people who care about you to support you.
- Seek professional help by contacting the medical staff crisis care.

#### HOW TO FILE A GRIEVANCE

- The grievance procedure may be used by any inmate in the custody of the Sheriff and confined to the Mac Sim Butler Detention Facility.
- Any such individual has the right to file a formal grievance if the complaint originates with any decision, failure to act, action, policy or regulation of the Office of the Sheriff/Detention Facility or the Sheriff's employees which are believed to adversely affect the grievant's welfare.
- The following are grievous matters:
  - The inmate may file a written grievance with the Facility Grievance Clerk.
  - The *Grievance Form* should be completed by the inmate and include the inmate name, booking number, housing location, current date, date/time of alleged incident, description or summary of the complaint, name of involved person(s), and the inmate's signature.
  - The grievance should be filed within a reasonable time frame therefore allowing a timely and relevant response.
  - To file a grievance, the inmate should place the complaint and any supporting documentation, in the mailbox located in the Dayroom area of each cellblock.

These forms will be retrieved by the Grievance Clerk of the Mac Sim Butler Detention Facility. (The Grievance Clerk will pick up all inmate grievances from mailboxes Monday through Friday (excluding holidays). The Grievance Clerk will acknowledge, in writing to the inmate, receipt of the grievance by indicating the time and date the complaint was received.

- Inmate *Grievance Forms* are readily available to the inmate at all times upon request from any Correctional Officer. If the dissatisfaction expressed by the inmate relates directly to actions of the person designated as Facility Grievance Clerk, the inmate will be permitted to address the *Grievance Form* directly to the Captain of Inmate Programs/Services who will appoint a person not involved with the subject matter of the complaint to serve as Grievance Clerk for the particular complaint.
- Grievances are considered privileged communications. Letters should not be opened for inspection if the letter is labeled "*Grievance*" and addressed to the Grievance Clerk or to the Captain of Inmate Programs/Services when the Grievance Clerk is the subject of the grievance. Grievances addressed to the Sheriff, Director of Detention, Assistant Director, or Captain of Inmate Programs/Services will be forwarded to that respective individual, un-opened.
- If any inmate is illiterate or non-English speaking/writing, he/she may request the assistance of staff or of another inmate.

### **Capabilities and Competencies**

The Mac Sim Butler Detention Facility employs competent, professional officers who are skilled in the specific aspects of *PREA*. All employees are trained to identify and assess inmates

who may be vulnerable to sexual aggression. Medical staff is always readily available to offer appropriate medical and/or psychological treatment and/or counseling when and if needed. Furthermore, Correctional Officers undergo an initial two (2) week, 80 hour training that prepares them for a security environment by engaging in training that includes modules on Legal Issues, Basic Jail Security, Advanced Jail Security, Sexual Harassment, Supervision of Inmate Gangs, Jail Emergencies, Special Needs Inmates, Officer Safety, Transporting Inmates, Use of Force, Report Writing, Crime Scene Investigation, Preservation and other relevant topics. Additionally, officers are recertified annually to ensure the safety of all inmates at the utmost level. The Montgomery County Sheriff's Office is committed to an environment of continual improvement so as training opportunities are always being sought to ensure the competency of staff; furthermore, affording this facility access to relevant methods.

| <b>BID # 1</b>                                                                                          |                     |       |     |             |                 | <b>BID # 2</b>                                                            |                    | <b>BID # 3</b>                                                                                            |                    | <b>BID # 4</b>                                                                               |                    |
|---------------------------------------------------------------------------------------------------------|---------------------|-------|-----|-------------|-----------------|---------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------|--------------------|
| <b>HUMPHRIES LAWN SERVICE -<br/>ATTN: BRIAN HUMPHRIES -<br/>PHONE #799-5879; FAX#(334)<br/>215-0288</b> |                     |       |     |             |                 | <b>OUTDOOR OBSESSIONS -<br/>ATTN: CRAIG JOHNSON -<br/>PHONE #850-0651</b> |                    | <b>CENTRAL ALABAMA<br/>LANDCARE, LLC - ATTN: BRIAN<br/>SANDERSON; PHONE #279-<br/>5390; FAX# 279-5472</b> |                    | <b>A CUT ABOVE THE REST LAWN<br/>CARE - ATTN: JUANIDA PITTS -<br/>PHONE #(256) 690-4787;</b> |                    |
| ITEM NO.                                                                                                | DESCRIPTION OF ITEM | Units | QTY | UNIT PRICE  | EXTENDED AMOUNT | UNIT PRICE                                                                | EXTENDED AMOUNT    | UNIT PRICE                                                                                                | EXTENDED AMOUNT    | UNIT PRICE                                                                                   | EXTENDED AMOUNT    |
| 1                                                                                                       | LAPINE; MER. TRAIL  | YR    | 1   | \$6,205.00  | \$6,205.00      | \$4,547.50                                                                | \$4,547.50         | \$6,051.00                                                                                                | \$6,051.00         | \$6,950.00                                                                                   | \$6,950.00         |
| 2                                                                                                       | GRADY PARK          | YR    | 1   | \$3,980.00  | \$3,980.00      | \$4,547.50                                                                | \$4,547.50         | \$4,811.00                                                                                                | \$4,811.00         | \$8,399.00                                                                                   | \$8,399.00         |
| 3                                                                                                       | PINTLALA PARK       | YR    | 1   | \$3,665.00  | \$3,665.00      | \$4,547.50                                                                | \$4,547.50         | \$5,431.00                                                                                                | \$5,431.00         | \$5,112.00                                                                                   | \$5,112.00         |
| 4                                                                                                       | PINE LEVEL PARK     | YR    | 1   | \$2,930.00  | \$2,930.00      | \$4,547.50                                                                | \$4,547.50         | \$5,431.00                                                                                                | \$5,431.00         | \$3,309.00                                                                                   | \$3,309.00         |
| 5                                                                                                       | FIELD OF DREAMS     | YR    | 1   | \$3,075.00  | \$3,075.00      | \$3,385.00                                                                | \$3,385.00         | \$5,431.00                                                                                                | \$5,431.00         | \$3,461.00                                                                                   | \$3,461.00         |
| TOTAL                                                                                                   |                     |       | ( ) | \$19,855.00 | \$19,855.00     | \$21,575.00                                                               | \$21,575.00        | \$27,155.00                                                                                               | \$27,155.00        | \$27,231.00                                                                                  | \$27,231.00        |
| <b>ALTERNATES</b>                                                                                       |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
| 6                                                                                                       | WAUGH PARK          | YR    | 1   | \$3,975.00  | \$3,975.00      | \$4,547.50                                                                | \$4,547.50         | \$4,532.00                                                                                                | \$4,532.00         | \$6,210.00                                                                                   | \$6,210.00         |
| 7                                                                                                       | CATOMA PARK         | YR    | 1   | \$3,975.00  | \$3,975.00      | \$4,547.50                                                                | \$4,547.50         | \$5,152.00                                                                                                | \$5,152.00         | \$6,015.00                                                                                   | \$6,015.00         |
| 8                                                                                                       | SNOUDOUN PARK       | YR    | 1   | \$8,960.00  | \$8,960.00      | \$6,872.00                                                                | \$6,872.00         | \$9,620.00                                                                                                | \$9,620.00         | \$9,995.00                                                                                   | \$9,995.00         |
| <b>45 BIDS MAILED</b>                                                                                   |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
|                                                                                                         |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
|                                                                                                         |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
|                                                                                                         |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
|                                                                                                         |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
|                                                                                                         |                     |       |     |             |                 |                                                                           |                    |                                                                                                           |                    |                                                                                              |                    |
| <b>TOTAL BID AMOUNTS</b>                                                                                |                     |       |     |             |                 |                                                                           | <b>\$36,765.00</b> |                                                                                                           | <b>\$46,459.00</b> |                                                                                              | <b>\$49,451.00</b> |

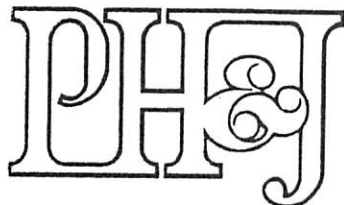
SPRTHTRASSCUTPARKS2013

16-2

## Purchasing Department

| ABSTRACT FOR BIDS:                     |                     |       |     | BID #5                                                                              |                 | BID # 6                                                                 |                 | BID # 7                                                                         |                 | BID # 8                                                                   |                 |
|----------------------------------------|---------------------|-------|-----|-------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------|-----------------|
| INVITATION TO BID NO 51901-13B-019     |                     |       |     | SHARPCUT LAWN SERVICE -<br>ATTN: DENNIS HUFFMAN -<br>PHONE #462-9890 - FAX#562-3736 |                 | SMOOTH GRADE<br>LANDSCAPING - ATTN: DALE<br>MONCRIEF - PHONE #315-4041; |                 | THOMPSON SERVICES - ATTN:<br>DAVID THOMPSON - PHONE<br>#561-7745; FAX #478-3303 |                 | HARRISON & ASSOCIATES, LLC<br>- ATTN: CURTIS HARRISON -<br>PHONE#868-6427 |                 |
| DATE ISSUED: JUNE 5, 2013              |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| BID OPENING DATE: JUNE 26, 2013        |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| SUPPORT SERVICES - GRASS CUTTING PARKS |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| TERMS OF PAYMENT / DISCOUNT:           |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| ITEM NO                                | DESCRIPTION OF ITEM | Units | QTY | UNIT PRICE                                                                          | EXTENDED AMOUNT | UNIT PRICE                                                              | EXTENDED AMOUNT | UNIT PRICE                                                                      | EXTENDED AMOUNT | UNIT PRICE                                                                | EXTENDED AMOUNT |
| 1                                      | LAPINE; MER. TRAIL  | YR    | 1   | \$6,553.00                                                                          | \$6,553.00      | \$11,295.00                                                             | \$11,295.00     | \$10,270.00                                                                     | \$10,270.00     | NO BID                                                                    |                 |
| 2                                      | GRADY PARK          | YR    | 1   | \$6,525.00                                                                          | \$6,525.00      | \$11,295.00                                                             | \$11,295.00     | \$11,720.00                                                                     | \$11,720.00     | NO BID                                                                    |                 |
| 3                                      | PINTLALA PARK       | YR    | 1   | \$6,527.00                                                                          | \$6,527.00      | \$11,980.00                                                             | \$11,980.00     | \$10,620.00                                                                     | \$10,620.00     | \$9,220.00                                                                | \$9,220.00      |
| 4                                      | PINE LEVEL PARK     | YR    | 1   | \$6,517.00                                                                          | \$6,517.00      | \$11,495.00                                                             | \$11,495.00     | \$15,195.00                                                                     | \$15,195.00     | NO BID                                                                    |                 |
| 5                                      | FIELD OF DREAMS     | YR    | 1   | \$6,007.00                                                                          | \$6,007.00      | \$7,355.00                                                              | \$7,355.00      | \$7,240.00                                                                      | \$7,240.00      | \$8,240.00                                                                | \$8,240.00      |
| TOTAL                                  |                     |       |     | \$32,129.00                                                                         |                 | \$53,420.00                                                             |                 | \$55,045.00                                                                     |                 | \$17,460.00                                                               |                 |
| ALTERNATES                             |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| 6                                      | WAUGH PARK          | YR    | 1   | \$6,037.00                                                                          | \$6,037.00      | \$8,725.00                                                              | \$8,725.00      | \$9,290.00                                                                      | \$9,290.00      | \$8,240.00                                                                | \$8,240.00      |
| 7                                      | CATOMA PARK         | YR    | 1   | \$6,665.00                                                                          | \$6,665.00      | \$10,315.00                                                             | \$10,315.00     | \$9,970.00                                                                      | \$9,970.00      | \$9,220.00                                                                | \$9,220.00      |
| 8                                      | SNOUDOUN PARK       | YR    | 1   | \$12,845.00                                                                         | \$12,845.00     | \$22,300.00                                                             | \$22,300.00     | \$29,280.00                                                                     | \$29,280.00     | NO BID                                                                    |                 |
| 45 BIDS MAILED                         |                     |       |     |                                                                                     |                 |                                                                         |                 |                                                                                 |                 |                                                                           |                 |
| TOTAL BID AMOUNTS                      |                     |       |     |                                                                                     | \$57,676.00     |                                                                         | \$94,760.00     |                                                                                 | \$103,585.00    |                                                                           | \$34,920.00     |

**Notes:**



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

Tuesday, July 02, 2013

Mr. John Mitchell  
Montgomery County Commission, Montgomery, Alabama  
Post Office Box 1667  
Montgomery, AL 36102-1667

RE: Miscellaneous Architectural Improvements for the Montgomery County Commission to the  
Montgomery County Department of Human Resources Building PH&J #1305-GV

Mr. Mitchell:

I have received a proposal from Hixson Consultants, Inc. to come to Montgomery and perform an onsite visual observation of the metal roof, flat roof, EIFS Wall System, gutters and windows. Hixson will then issue a report identifying the problem areas, and recommend the best solution to fix the water infiltration problems to the roof and wall systems. We will take Hixson's information and incorporate the work into our project documents. Hixson will work as part of our team during the design process and through construction.

We have reviewed their proposal and see it to be fair and in-line with current market conditions for fees and services. As discussed with you, Hixson will be paid directly by the Commission from funds available through the DHR account.

We look forward to working with Hixson on this project and having another successful project like the Exterior Weatherization project at the Montgomery County Courthouse - Annex 1.

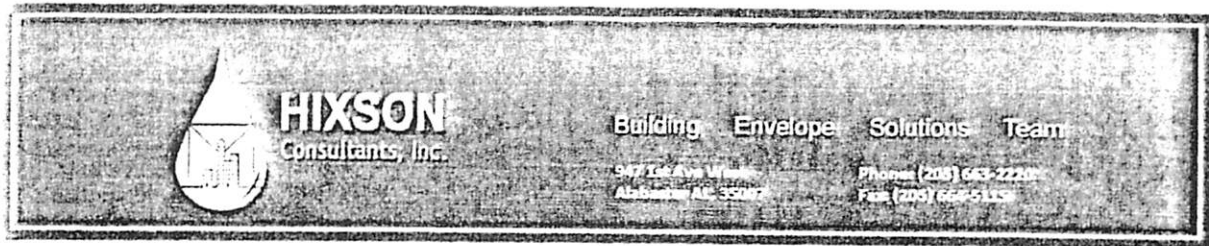
Please review and sign both copies and return one to PH&J, retaining the other copy for your records.

If you have any questions, I will be happy to discuss these recommendations further.

Sincerely,

  
Patrick T. Addison

Cc: File



July 2, 2013

## PROPOSAL FOR APPLIED TECHNICAL CONSULTING SERVICES

### Montgomery County Human Resources Building Montgomery, Alabama

Mr. Patrick Addison  
P.H. & J. Architects, Inc.  
807 South McDonough Street  
Montgomery, AL 36104  
[phjarch@bellsouth.net](mailto:phjarch@bellsouth.net)

The Hixson Consultants, Inc., HCI, Building Envelope Solutions Team appreciates this opportunity to submit our proposal for consulting services for onsite visual discovery of roofing, walls, windows and waterproofing issues including remedial recommendations regarding the Montgomery County Human Resources facility. We are submitting our proposal in keeping with your request and preliminary review of onsite conditions and original architectural drawings supplied by PH&J Architects, Inc.

### BASIC SERVICES OFFERED

- A. Onsite visual observation of metal roof, flat roof, EIFS wall system, gutters and windows. Observations will be followed with a summary report and photo log identifying conditions contributing to water infiltration areas. Report will include remedial recommendations.
- B. Equipment and operator to assist with access allowing HCI to closely observe existing conditions
- C. Construction document review before bidding.
- D. Quality assurance site visits.

### Qualifications and Limitations of Services

1. We need Client furnished print copies of pertinent Architectural Documents, As-builts and Submittals.
2. All comments made of work installed are presented for information and recommendation only, and are based on our past considerable experience and our desire to facilitate long-term performance with minimal expected maintenance burden to the Building Owners. We do not assume Construction Management or final authority for the means and methods and to make changes to the Work or to installers' scope beyond their contract. Our limit of liability for recommendations made by Hixson Consultants, Inc. is our reputation.
3. We will need access to the roof and vertical walls to observe existing conditions, and during remedial work as being completed. We need to interview maintenance and waterproofing

### Value • Integrity • Experience

Roofing • Waterproofing • Architectural Sheet Metal • Glazing • Wall Systems  
© 2013 Hixson Consultants, Inc.

17-3

- contractor personnel most knowledgeable of leakage history and condition discovery. Hixson Consultants, Inc. carries General Liability and Workman's Compensation insurance.
4. Our Standard Terms and Conditions included apply to this work and all service delivery.

**COST OF BASIC SERVICES OFFERED:**

- A. Onsite visual discovery observations of existing walls, roofing, windows, waterproofing and gutter/downspout conditions. Report and photo log to follow identifying possible deficiencies and remedial recommendations. Pricing includes two HCI personnel for one day and travel expenses required for onsite observations.

**FOR THE SUM OF \$ 5,180.00**

- B. Lifting equipment and operator to assist in making discovery observations of roof, walls, windows, gutters, and downspouts.

**FOR THE SUM OF \$ 2,450.00**

- C. Review construction documents before bidding and make comments and suggestion as required. Includes short report of recommendations.

**FOR THE SUM OF \$ 1,500.00**

- D. Onsite Quality Assurance Site Visits and Final Review, one site visit for EIFS repair and one site visit for Metal Roofing repair, and one Final Review of completed work. Price includes short report and photo log of observation. (3 Each @ \$1,700.00)

**FOR THE SUM OF \$ 5,100.00**

**GRAND TOTAL \$14,230.00**

**Unit Costs for Hourly Fees for Basic Services and for Additional Services Requested and Provided:**

|                    |                                                 |
|--------------------|-------------------------------------------------|
| • Principal        | \$175 (Roofing, Wall Systems and Waterproofing) |
| • Sr. Consultant   | \$150                                           |
| • Infrared         | \$135                                           |
| • Consultant / CAD | \$125                                           |
| • Senior Tech      | \$90                                            |
| • Tech             | \$75                                            |
| • Administrative   | \$90                                            |
| • Clerical         | \$65                                            |

Reimbursable expenses will be invoiced at cost plus 10%. Examples of reimbursable expenses include travel, testing, reprographics such as color photo printing and CDs. Reimbursable expenses are included in the price above.

We will not proceed with work beyond the budgeted amount without prior authorization from our Client. We welcome discussing our services in detail at your convenience. We pledge to you our very best efforts and expertise. Please advise of any questions, comments or suggestions.

Thank you for contacting Hixson Consultants, Inc. and may we continue our valued business relationship with your team?

Respectfully Submitted,  
Hixson Consultants, Inc.  
Greg L. Cunningham

*Greg L. Cunningham*

Senior Consultant  
Wall Systems, Glazing, and Chamber Water Testing

cc: Ben Hixson, Principal / Tony Wright, Senior Consultant

**I have read and agree to the terms and conditions included.**

**Agreed to by:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

**Invoice sent to the attention of:**

☐ Same as above

\_\_\_\_\_  
Printed Name of Person Authorized for Payment

\_\_\_\_\_  
E-mail Address

**Billing Address:**

\_\_\_\_\_  
Street or PO Box

\_\_\_\_\_  
Direct Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax Number

**HIXSON CONSULTANTS, INC.**  
**CONSULTING SERVICES TERMS AND CONDITIONS**

**I. COMPENSATION**

A. Fee compensation to Hixson Consultants, Inc. hereafter also HCI, for Basic Services shall be invoiced monthly based on actual hours expended by HCI at our prevailing rates.

B. The budget amount represents the estimated cost to our Client limited to the Basic Services (excluding any / all reimbursable expenses) as outlined in Section I.A. of the Agreement and is conditional upon all of the terms and conditions stated herein. HCI shall endeavor to provide the Basic Services within the estimated budget and shall also endeavor to notify Client prior to exceeding this budget; however, in all circumstances Client agrees and accepts to compensate HCI for all hours expended in the interest of the project.

C. Reimbursable Expenses are in addition to fee compensation for services and include actual expenditures made / incurred by HCI and / or its agents in the interest of the project and resulting directly from the performance of services under the Agreement. Unless prepaid, reimbursable expenses are invoiced at cost plus 10% and include, but are not limited to:

1. Travel and subsistence.
2. Long distance telephone, cellular telephone use, telex, telecopy
3. Expense of courier service, shipping, postage and delivery service.
4. Expense of any / all reproduction of drawings, specifications, photographs, calculations, reports, correspondence, expense backup, etc
5. Fees and expenses of a Registered Professional Consulting Engineer or Registered Architect.
6. Cost of staging, scaffolding, ladders or other equipment.

D. Compensation to HCI for the performance of authorized Additional Services where the scope is defined may be a lump sum amount if mutually agreed upon in advance, and shall be in addition to the Basic Services fee amount or shall be otherwise billed at our prevailing hourly rates.

E. Overtime requested by Client of HCI in an effort to recover and / or to maintain the overall schedule due to slippage by others shall be compensated at 1 1/2 times the above rates for time on weekdays and Saturdays and at 2 times the standard hourly rates for Sundays and holidays.

F. Out-of-town travel time is chargeable from scheduled departure time to scheduled return arrival time. Time zone differences will be adjusted to actual hours. Non-travel and after hours time out of town on overnight and / or extended trips are not chargeable.

**II. PAYMENT**

A. Payment on account of authorized services and / or expenses shall be made monthly in the amount of HCI's monthly invoice for services performed and / or expenses incurred. Payment of HCI's invoices is not contingent upon Client's receipt of funds.

B. Client shall notify HCI in writing within twenty (20) days from the invoice of any incorrect or disputed item on the invoice or such invoice shall be deemed complete and correct and fully due and owing.

C. If this assignment is suspended for more than one (1) month or abandoned in whole or in part, by Client or Third Party, HCI shall promptly be paid its compensation for services performed and expenses incurred prior to receipt of written notice of such suspension or abandonment.

D. Payments are due and payable upon receipt of invoice. Client agrees to pay invoices in a timely manner. On the thirty-fifth (35th) day following invoice date and on each successive thirtieth (30th) day thereafter, a late charge in the amount of one and one-half percent (1.50%) may be added to and become due on all unpaid principal amounts due. Finance charges accrue from the original date of the invoice. Payment received will first be applied to any accrued late fees and then to the balance of the original invoice(s).

E. In the event that payment is not made, the Client agrees to pay all collection costs and expenses incurred by HCI to collect the amount due including a reasonable attorney's fee whether or not suit is instituted.

**III. GENERAL PROVISIONS**

A. Record of expenses and hourly rate based services performed will be kept on the basis of General Accepted Accounting Principles (GAAP) and will be available to Client in HCI's office during normal business hours.

B. Reports, photos, specifications, drawings, calculations and related documents prepared by HCI are for the exclusive use by Client for this project. Client's and HCI's responsibility and liability with respect to these drawings and documents are limited solely to this project.

C. This agreement may be terminated by either party upon seven (7) days written notice should the other party substantially fail to perform in accordance with its provisions through no substantial fault of the other. In the event of termination, HCI shall promptly be paid its compensation for services performed to termination date, including reimbursable expenses, in full. Upon receipt by HCI of said payment in full, HCI shall deliver to Client one reproducible copy of documents prepared by HCI to termination date. HCI shall have no responsibility whatsoever for subsequent changes or additions and / or for use of these documents by Client and / or by others.

D. Client agrees that HCI is entitled to rely on it exclusively for the accuracy and timeliness of information it provides HCI with respect to the project, unless HCI knows or has reason to believe such information is in error. Client shall provide HCI with drawings, specifications, reports, field

measurements, surveys, warranty coverage, leak history and any other requested data that may be obtainable in order for HCI to perform its services

E. HCI is providing only technical consulting services in an advisory capacity under this Agreement and is not providing (nor profiting from) any products, materials, shop fabrication and / or field installation. It is understood and agreed that the final responsibility for checking and verifying the accuracy of and for use of all documents / recommendations provided by HCI under this Agreement is and shall remain solely with Client.

F. The total extent of responsibility and liability for any and all errors and / or omissions by HCI in work provided under this Agreement shall be limited to correcting any such document errors and / or omissions in our part of the work. Client agrees and accepts that it is prohibited as a condition of this Agreement from making deductions or "backcharging" HCI's compensation for any reason whatsoever. HCI assumes no responsibility for material costs and / or labor costs by others due to services provided by HCI under this Agreement.

**G. HIXSON CONSULTANTS, INC. ASSUMES NO CONSEQUENTIAL DAMAGES AND LIMITS ANY DAMAGES WHATSOEVER TO THE COST OF SERVICES PROVIDED. HIXSON CONSULTANTS, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER CONSEQUENTIAL DAMAGES.**

H. It is understood and agreed that the Agreement is conditional, based upon a comprehensive schedule mutually agreed upon prior to HCI beginning work, for services to be provided by HCI. Any deviation from this schedule resulting from any action or inaction by other than HCI may result in Additional Service costs and / or HCI being unable to recover to maintain said overall schedule. Such inability to recover shall not constitute just-cause for termination of the Agreement by Client.

I. HCI shall endeavor to maintain said schedule, however, it is understood and agreed that the only liability assumed by HCI for its nonperformance, resulting in failure to maintain schedule, shall be absolutely limited to providing / increasing overtime and / or staff at no additional cost to Client, regardless of circumstances and / or Client's exposure.

J. HCI reports are for the exclusive use of our Client and are not intended for any other purpose. Reports are based on the information available to us at the time of the report. Should additional information become available at a later date, we reserve the right to determine the impact, if any, the new information may have on our discovery and recommendations and to revise our opinions and conclusions if necessary and warranted.

K. HCI maintains statutory Employee's Insurance, including Worker's Compensation, Employer's Liability, and Comprehensive General Liability and will provide current Certificate of Insurance to our client upon request.

L. We do not carry Errors and Omissions (E&O) insurance for any part of our work and this is specifically excluded from the terms of our Agreement.

M. HCI is an independent contractor in the performance of its duties under the Agreement. The detailed methods and manner of conducting the services shall be under the complete control and direction of HCI.

N. All persons performing any part of the services will be employees or agents of HCI and not employees or agents of the Client. HCI will be fully responsible for all applicable federal, state and local taxes arising out of HCI's activities under this Agreement, including by way of illustration but not by way of limitation, federal income tax, social security tax, unemployment compensation contribution and all other taxes, contributions, or business license fees as required (excluding any international fees, duties or taxes).

O. HCI will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, these are solely a Client / Contractor responsibility. HCI will not be responsible for Client / Contractor failure to carry out the work in accordance with the project Contract Documents.

P. HCI will not have control over, or charge of, and will not be responsible for acts or omissions of Client or Contractor, Subcontractors or their agents or employees, or of any persons performing services or portions of the work.

Q. HCI will comply with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment.

R. Client assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the work and / or HCI's services performed under the Agreement; and if any persons shall make a claim for any damage or injury as hereinabove described, the Client agrees to indemnify and hold HCI harmless from and against any and all loss, expense, damage or injury that may result of any such claim.

S. Client agrees to resolve by mediation any and all disputes, claims or controversies arising from or related to any work performed for Client by HCI including disputes related to the breadth or scope of this provision. Mediation shall be conducted in Birmingham, AL. This provision however does not require the mediation of disputes where the fees paid to HCI are less than \$10,000 or the amount sought does not exceed \$10,000.

T. The prevailing party in any mediation, or any other final, binding dispute proceeding, upon which the parties may agree, may be awarded reasonable attorneys' fees and expenses incurred by such party upon a finding that the other party initiated or continued to assert a clearly frivolous, unreasonable, or groundless claim or defense.

U. The Agreement constitutes the entire Agreement by and between Client and Hixson Consultants, Inc. pertaining to Technical Consulting Services for the referenced assignment. The terms and conditions herein shall supersede and take precedence over any all terms and conditions which may be embodied in Client's purchase order or similar documents. The Agreement may be amended only by mutual agreement in writing signed by both parties and attached hereto. The laws of the State of Alabama will govern the Agreement.



## Dave Bryan

---

**From:** Sue Hicks  
**Sent:** Friday, June 28, 2013 9:41 AM  
**To:** Dave Bryan  
**Subject:** FW: River Bank & Trust and Sage Payment Solutions bankcard quote

**From:** Deyo, Dan [mailto:Dan.Deyo@sage.com]  
**Sent:** Monday, June 24, 2013 10:35 AM  
**To:** Sue Hicks  
**Subject:** River Bank & Trust and Sage Payment Solutions bankcard quote

Hello Sue,

Following is the bankcard processing quote from River Bank & Trust and Sage Payment Solutions for the Sheriff's office for pistol permits.

- 1) We will provide the account a FLAT RATE of 3% processing fee to cover ALL processing rates, monthly fees etc.
- 2) We will also provide the account (3) FREE-USE terminals (vx510DC) for use at the Sheriff's office for receiving card payments.
- 3) We will program the terminals to automatically calculate a 3% processing fee to each transaction.
- 4) We will set up settlement to have the processing fees separated from each transaction so the account will only have the base amount of the transactions deposited into the bank account within 2 business days of each daily batch settlement.
- 5) We will provide the account on-line, real-time reporting capability so that processing and settlement activity can be viewed at any time.
- 6) We will provide the account a monthly mailed paper settlement statement.
- 7) We will set up each terminal as its own account. A total of 3 accounts will be established. This is allow for quick and easy reconciliation and settlement detail reports.
- 8) We will provide personal assistance with the terminal installation, setup and training.
- 9) We will provide 24/7 Superior Customer Service and technical assistance.
- 10) We will provide a future processing platform to have on line and mobile payments accepted.

Once we receive the approval of our quote, then our next step is to have the needed applications completed, submitted for authorization and then submitted to our underwriting department to establish the data files and programming for the terminals.

The terminals will be ordered, programmed and deployed to the accounts location address.

The underwriting and equipment deployment takes approximately 3 business days.

Please contact me anytime if you have any questions and you look forward to working with you on this project.

kindest regards,

*Da*

Dan Deyo  
Senior Account Manager  
Sage Payment Solutions  
1205 Wickford Road  
Vestavia Hills, AL 35216  
cell: 205-529-3952  
fax: 205-593-4251  
[dan.deyo@sage.com](mailto:dan.deyo@sage.com)

# Sage Payment Solutions

1750 OLD MEADOW RD STE 300. MCLEAN, VA 22102-4304

Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. @

## APPLICATION FOR MERCHANT ACCOUNT AND AGREEMENT - BANKCARD

|                                                |                                             |
|------------------------------------------------|---------------------------------------------|
| REFERRAL<br><b>RIVER BANK &amp; TRUST</b>      | LEAD SOURCE                                 |
| SETTLEMENT BANK<br><b>BMO HARRIS BANK N.A.</b> | AUTHORIZATION NETWORK                       |
| OFFICE NAME<br><b># 903713</b>                 | OFFICE PHONE                                |
| APPLICATION DATE<br><b>6/26/13</b>             | CONTRACTOR NAME<br><b>DAN DEYO # 993896</b> |
|                                                | ASSOCIATION                                 |
|                                                | SETTLEMENT NETWORK<br><b>VITAL</b>          |
|                                                | APPLICATION ID                              |

### BUSINESS INFORMATION

|                                                                                 |                                                      |
|---------------------------------------------------------------------------------|------------------------------------------------------|
| CLIENT'S LEGAL OR CORPORATE NAME (MUST CORRESPOND WITH IRS FILING NAME)         | CLIENT'S BUSINESS NAME (DOING BUSINESS AS)           |
| VAILING / BILLING ADDRESS                                                       | LOCATION ADDRESS (IF DIFFERENT THAN MAILING ADDRESS) |
| CITY, STATE, ZIP CODE (+4)                                                      | CITY, STATE, ZIP CODE (+4)                           |
| PRIMARY CONTACT NAME<br><b>SHE HICKS</b>                                        | PRIMARY CONTACT PHONE<br><b>334-832-1336</b>         |
| PRIMARY EMAIL ADDRESS (ALL MERCHANTS REQUIRED TO PROVIDE A VALID EMAIL ADDRESS) | LOCATION PHONE<br><b>334-832-1335</b>                |
| DATE BUSINESS STARTED                                                           | LOCATION FAX<br><b>334-832-7767</b>                  |
| LENGTH OF CURRENT OWNERSHIP                                                     | BUSINESS WEBSITE ADDRESS                             |
| D & B                                                                           | CUSTOMER SERVICE PHONE                               |
| EXISTING MID # (APPLICABLE)                                                     | NUMBER OF LOCATIONS                                  |
|                                                                                 | SCORE NUMBER                                         |

### TAX INFORMATION FAILURE TO PROVIDE AN ACCURATE INFORMATION MAY RESULT IN A WITHHOLDING OF MERCHANT FUNDING PER IRS REGULATIONS (REFER TO SECTION 2.05 OF TERMS AND CONDITIONS)

|                                                                                                                              |                                                                                                   |                                                                           |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| NAME (as it appears on your Federal Income Tax Return)<br><b>MONTEGOMERY COUNTY SHERIFF'S OFFICE</b>                         | FEDERAL TAX ID (as it appears on your Federal Income Tax Return)<br><b>63-401653</b>              |                                                                           |
| <input type="checkbox"/> ASSOCIATION / ESTATE / TRUST<br>STATE FILED:                                                        | <input type="checkbox"/> CORPORATION - CHAPTER S, C<br>STATE FILED:                               | <input type="checkbox"/> INTERNATIONAL ORGANIZATION<br>LOCATION FILED:    |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY<br>STATE FILED:                                                           | <input type="checkbox"/> MEDICAL OR LEGAL CORPORATION<br>STATE FILED:                             | <input type="checkbox"/> PARTNERSHIP<br>STATE FILED:                      |
| <input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C)<br>STATE FILED:                                                      | <input checked="" type="checkbox"/> GOVERNMENT (FEDERAL, STATE, LOCAL)<br>STATE FILED: <b>AL.</b> | <input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETORSHIP<br>STATE FILED: |
| <input type="checkbox"/> I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN (IF CHECKED, PLEASE ATTACH IRS FORM W-8)  |                                                                                                   |                                                                           |
| <input checked="" type="checkbox"/> I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099 |                                                                                                   |                                                                           |

### OWNER(S) / OFFICER(S)

| OWNER / OFFICER 1               | % | OWNER / OFFICER 2  | % |
|---------------------------------|---|--------------------|---|
| FULL NAME:<br><b>DAVE BRYAN</b> |   | FULL NAME:         |   |
| TITLE:<br><b>ASST. CHIEF</b>    |   | TITLE:             |   |
| ADDRESS:                        |   | ADDRESS:           |   |
| CITY, STATE:                    |   | CITY, STATE:       |   |
| ZIP CODE: (+4):                 |   | ZIP CODE: (+4):    |   |
| PHONE: FAX:                     |   | PHONE: FAX:        |   |
| EMAIL:                          |   | EMAIL:             |   |
| SSN: DOB:                       |   | SSN: DOB:          |   |
| DATE OF OWNERSHIP:              |   | DATE OF OWNERSHIP: |   |

### DISCLOSURE

|                                                            |                                                                                                                                                                                   |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MEMBER BANK (ACQUIRER) INFORMATION</b>                  | <b>IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES</b>                                                                                                                          |
| ACQUIRER NAME<br><b>BMO Harris Bank N.A.</b>               | 1. A Discover/Visa/MasterCard Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard products directly to a merchant.                                |
| ACQUIRER ADDRESS:<br><b>150 N. Martindale Rd Suite 800</b> | 2. A Discover/Visa/MasterCard Member must be a principal (signer) to your Merchant Agreement.                                                                                     |
| ACQUIRER CITY:<br><b>Schaumburg</b>                        | 3. The Discover/Visa/MasterCard Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard Operating Regulations with which the Merchant must comply. |
| ACQUIRER STATE, ZIP:<br><b>IL, 60173</b>                   | 4. The Discover/Visa/MasterCard Member is responsible for and must provide settlement funds to the merchant.                                                                      |
| ACQUIRER PHONE:<br><b>(847) 240-8800</b>                   | 5. The Discover/Visa/MasterCard Member is responsible for all funds held in reserve that are derived from settlement.                                                             |
| <b>MERCHANT INFORMATION</b>                                | <b>IMPORTANT MERCHANT RESPONSIBILITIES</b>                                                                                                                                        |
| MERCHANT NAME<br><b>DAVE BRYAN</b>                         | 1. Ensure compliance with cardholder data security and storage requirements.                                                                                                      |
| MERCHANT ADDRESS:                                          | 2. Maintain fraud and chargeback thresholds.                                                                                                                                      |
| MERCHANT CITY:                                             | 3. Review and Understand the terms of the Merchant Agreement                                                                                                                      |
| MERCHANT STATE, ZIP:                                       | 4. Comply with Discover/Visa/MasterCard Operating Regulations.                                                                                                                    |
| MERCHANT PHONE:                                            |                                                                                                                                                                                   |

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

X **DAVE BRYAN, ASST. CHIEF** **6/26/13**  
MERCHANT SIGNATURE MERCHANT PRINTED NAME & TITLE DATED

Application for Merchant Account - BANKCARD

PLEASE NOTE: The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.

Page 1 of 8

REV 05

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19-4

# GENERAL UNDERWRITING PROFILE

|                           |                                   |                               |                                            |                                     |
|---------------------------|-----------------------------------|-------------------------------|--------------------------------------------|-------------------------------------|
| BUSINESS TYPE             | <input type="checkbox"/> INTERNET | <input type="checkbox"/> MOTO | <input checked="" type="checkbox"/> RETAIL | <input type="checkbox"/> RESTAURANT |
| PRODUCTS OR SERVICES SOLD | FISH & SEAFOOD                    |                               |                                            |                                     |

|                                                     |                             |   |   |   |   |   |   |   |   |   |   |   |
|-----------------------------------------------------|-----------------------------|---|---|---|---|---|---|---|---|---|---|---|
| SEASONAL HIGH VOLUME MONTHS (CIRCLE ALL THAT APPLY) | J                           | F | M | A | M | J | J | A | S | O | N | D |
| RETURN POLICY                                       | DAYS UNTIL PRODUCT DELIVERY |   |   |   |   |   |   |   |   |   |   |   |

## CREDIT CARD UNDERWRITING PROFILE

|                                     |                          |                        |                                                                                           |
|-------------------------------------|--------------------------|------------------------|-------------------------------------------------------------------------------------------|
| MONTHLY VOLUME: \$ 10,000           | AVERAGE TICKET: \$ 20    | HIGHEST TICKET: \$ 100 | DISCOUNT PAID: <input checked="" type="checkbox"/> DAILY <input type="checkbox"/> MONTHLY |
| CURRENT PROCESSOR: N/A              | CURRENT PROCESSOR PHONE: |                        |                                                                                           |
| METHOD OF SALES (TOTAL MUST = 100%) |                          |                        |                                                                                           |
| CARD PRESENT BY PRO: 40%            | CARD PRESENT MERCHANT: % | CARD NOT PRESENT: 2%   | % OF PRODUCTS SOLD (TOTAL MUST = 100%)                                                    |
| CONSUMER SALES: 100%                | BUSINESS SALES: %        | GOVERNMENT SALES: %    |                                                                                           |

## MOTO/INTERNET QUESTIONNAIRE

PLEASE EXPLAIN YOUR BILLING/DELIVERY POLICY:

☐ FULL PAYMENT UP FRONT WITH \_\_\_\_\_ DAYS UNTIL PRODUCT / SERVICE DELIVERY.

☐ PARTIAL PAYMENT REQUIRED UP FRONT WITH \_\_\_\_\_ % AND WITHIN \_\_\_\_\_ DAYS UNTIL FINAL PRODUCT / SERVICE DELIVERY.

☐ PAYMENT RECEIVED AFTER PRODUCT / SERVICE IS PROVIDED.

IF PRODUCT / SERVICE DELIVERY REQUIRES RECURRING BILLING, PLEASE EXPLAIN AVAILABLE BILLING OPTIONS:

☐ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

## AUTHORIZATION TO ACH (CHECKING ACCOUNTS ONLY MUST INCLUDE VOIDED BUSINESS CHECK FOR EACH ACCOUNT)

|                            |              |
|----------------------------|--------------|
| BANK NAME: REGIONAL BANK   | CITY, STATE: |
| DEPOSITORY: MERCHANTS BANK | ROUTING #: 1 |
| FEES:                      | ROUTING #: 2 |

## CREDIT CARD INTERCHANGE

| ACCEPT                                                              | CARD TYPE   | RATE 1 | RATE 2  | RATE 3 | INTL / NS | BUSINESS |
|---------------------------------------------------------------------|-------------|--------|---------|--------|-----------|----------|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | VISA®       | 3%     | CP IPT  | % + \$ | % + \$    | % + \$   |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | MASTERCARD® | 3%     | CP IPT  | % + \$ | % + \$    | % + \$   |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | DISCOVER®   | 3%     | CP IPT  | % + \$ | % + \$    | % + \$   |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | PIN DEBIT   | %      | DCP DPT | % + \$ | % + \$    | % + \$   |

☒ PANP CP/CNP (VARIES) \*

## AMERICAN EXPRESS ONE POINT

|                                           |                                        |                     |
|-------------------------------------------|----------------------------------------|---------------------|
| INDUSTRY TYPE:                            | DISCOUNT RATE (PER RATE GUIDE): %      | TRANSACTION FEE: \$ |
| PREPAID DISCOUNT RATE (PER RATE GUIDE): % | TRANSACTION FEE: \$                    |                     |
| ESA MONTHLY FLAT FEE: \$7.95 *            | 0.40% on CROSS BORDER FEE TRANSACTIONS |                     |

\* American Express Flat Fee applies to ESA only if internet, MOTO, or Home Based for volume under \$5000. Over \$5000 the appropriate industry discount rate will replace the mandatory Flat Fee.

By signing below, I represent that I have read and am authorized to sign and submit the application for the above entity, which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Sage Payment Solutions and American Express Travel Related Services Company, Inc. (AXP) and AXP's agents and affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, affiliates and other parties for any purpose permitted by law. I authorize and permit Sage Payment Solutions and AXP and AXP agents and affiliates to inform me directly, or inform the entity named, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and I agree to accept the Agreement and I agree to accept the Agreement and I agree to accept the Agreement. I understand that if the entity does not qualify for the Sage Payment Solutions servicing program that the entity may be assigned to AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to do so, the entity agrees to be bound by the Agreement.

INITIAL:

## OTHER ENTITLEMENTS

|                   |         |                  |
|-------------------|---------|------------------|
| CARD TYPE         | REQUEST | EXISTING ACCOUNT |
| AMERICAN EXPRESS® |         |                  |
| EBT FBS           |         |                  |

## PRICING INFORMATION

| AUTHORIZATION PRICING                        | PER ITEM FEE | START UP PRICING                                         | AMOUNT  |
|----------------------------------------------|--------------|----------------------------------------------------------|---------|
| VISA® / MASTERCARD®                          | \$ 15        | APPLICATION CREDIT                                       | \$      |
| DISCOVER® (JCB)                              | \$           | EQUIPMENT                                                | \$      |
| AMERICAN EXPRESS®                            | \$           | WIRELESS SET UP                                          | \$      |
| ARU                                          | \$           | TELETRAINING - PHYSICAL                                  | \$      |
| EBT                                          | \$           | TELETRAINING - VIRTUAL                                   | \$      |
| PIN DEBIT PER ITEM                           | \$           | LEASE/RENTAL DEPOSIT                                     | \$      |
| VOICE AUTHORIZATION - per occurrence         | \$ .45       | EXPEDITE                                                 | \$      |
|                                              |              | INJECTION                                                | \$      |
|                                              |              | SAGE MOBILE PAYMENTS SET UP                              | \$      |
|                                              |              | SAGE MOBILE ADD-ON SET UP (PER LINE)                     | \$      |
| RECURRING FEES                               | AMOUNT       | RECURRING FEES                                           | AMOUNT  |
| MONTHLY STATEMENT                            | \$           | ANNUAL ASSESSMENT                                        | \$      |
| MONTHLY SUPPORT                              | \$           | ANNUAL DEBIT NETWORK FEE                                 | \$      |
| MONTHLY MINIMUM                              | \$           | VISA® DATA INTEGRITY FEE                                 | \$ 0.10 |
| MONTHLY GATEWAY ACCESS                       | \$           | CHARGEBACK (PER OCCURRENCE)                              | \$ 25   |
| MONTHLY DEBIT ACCESS                         | \$           | SIGNATURE RATE (VISA® / MASTERCARD®)                     | %       |
| MONTHLY WIRELESS ACCESS                      | \$           | ASSESSMENTS (VISA® / MASTERCARD®)                        | 0.110 % |
| SAGE MOBILE MONTHLY ACCESS                   | \$           | ASSESSMENTS (LARGE TICKET) (51K AND ABOVE) (MC ONLY)     | 0.130 % |
| SAGE MOBILE ADD-ON MONTHLY ACCESS (PER LINE) | \$           | ASSESSMENTS (DISCOVER®)                                  | 0.105 % |
| COMPLIMENTARY ONLINE REPORTING               | \$           | MASTERCARD® NETWORK ACCESS & BRAND USAGE                 | \$ 0.02 |
| <input type="checkbox"/> MSP NETWORK FEE     | \$ 2.50      | VISA® ACQUIRER PROCESSING FEE                            | \$ 0.02 |
|                                              |              | VISA® CHECK CARD SURCHARGE (RET. FEE'S NOT APPLIED ONLY) | \$ 0.05 |
|                                              |              | DISCOVER® DATA USAGE FEE                                 | \$ 0.02 |

\* PROGRAM TERMINALS TO AUTO  
CALCULATE (3%) FOR EA. TRANSACTION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------|
| BANK INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | NAME ON CHECK |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CHECK NUMBER | CHECK DATE       |
| <input type="checkbox"/> ACH - MERCHANT DRAFTED BY SAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |                  |
| TERMINAL HARDWARE / SOFTWARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |                  |
| TERMINAL / SOFTWARE TYPE (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |               | TERMINAL / SOFTWARE TYPE (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |              |                  |
| TYPE: <b>VX510 DC</b> QUANTITY: <b>(3)</b><br>PART CONDITION: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> REFURBISHED <input type="checkbox"/> EXISTING<br>TERMINAL APPLICATIONS (1):<br><input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Hotel <input checked="" type="checkbox"/> AVS <input type="checkbox"/> Restaurant<br><input type="checkbox"/> Server <input type="checkbox"/> Tips <input type="checkbox"/> Invoice # <input type="checkbox"/> MOTO (Card Not Present)<br><input checked="" type="checkbox"/> Purchase Card <input checked="" type="checkbox"/> Auto Close: <b>11:00:25</b><br>TERMINAL PROGRAMS (1):<br>VISA/NET: <input type="checkbox"/> TERM <input type="checkbox"/> PAYMENTECH <input type="checkbox"/> HOST<br><input type="checkbox"/> PROVIDER <input type="checkbox"/> MERCHANT <input type="checkbox"/> ISO <input type="checkbox"/> SAGE<br><input type="checkbox"/> AMEX / PIP (Visa/Paymentech requires software updates; software required)<br><input type="checkbox"/> CVV <input type="checkbox"/> Split CM (Visa Only)<br><input type="checkbox"/> NXT (Paymentech Only; add software required)<br>PRINTER (1):<br>TYPE: QUANTITY:<br>PART CONDITION: <input type="checkbox"/> NEW <input type="checkbox"/> REFURBISHED <input type="checkbox"/> EXISTING<br>PROVIDER: <input type="checkbox"/> MERCHANT <input type="checkbox"/> ISO <input type="checkbox"/> SAGE<br>PIP/PAD (1):<br>TYPE: QUANTITY:<br>PART CONDITION: <input type="checkbox"/> NEW <input type="checkbox"/> REFURBISHED <input type="checkbox"/> EXISTING<br>PROVIDER: <input type="checkbox"/> MERCHANT <input type="checkbox"/> ISO <input type="checkbox"/> SAGE |  |               | TYPE: QUANTITY:<br>PART CONDITION: <input type="checkbox"/> NEW <input type="checkbox"/> REFURBISHED <input type="checkbox"/> EXISTING<br>PROVIDER: <input type="checkbox"/> MERCHANT <input type="checkbox"/> ISO <input type="checkbox"/> SAGE<br>PIP/PAD (2):<br>TYPE: QUANTITY:<br>PART CONDITION: <input type="checkbox"/> NEW <input type="checkbox"/> REFURBISHED <input type="checkbox"/> EXISTING<br>PROVIDER: <input type="checkbox"/> MERCHANT <input type="checkbox"/> ISO <input type="checkbox"/> SAGE |              |                  |
| LEASING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |                  |
| LEASE COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | LEASE TYPE    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LEASE TERM   | LEASE PAYMENT \$ |

\* I DEDUCT ON RECEIPT  
TAX LINE ABOVE REPRESENTS A 3%  
PROCESSING FEE

CERTIFICATION AND AGREEMENT

By signing below, the Merchant named: (1) certifies to Sage Payment Solutions that herein is authorized to sign this Agreement; (2) certifies that all information and documents submitted in connection with this Application are true and complete; (3) authorizes Sage or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the Merchant Processing Agreement, attached hereto and incorporated herein by reference. The terms and conditions of this Application constitute the entire integrated Merchant Processing Agreement by and between Merchant, Sage Payment Solutions and Bank; (5) agrees that Merchant and each transaction submitted to Bank will be bound by the Agreement in its entirety; and (6) agrees that Merchant will submit transactions to Bank only in accordance with the information in this Application and will immediately inform Sage Payment Solutions, in writing at the address above if any information in this Application changes. The Agreement will become effective only when signed by Bank and Sage Payment Solutions. Merchant further acknowledges that, as used in this paragraph, "Bank" means the banking institution identified at the top of the first page of this document as the Settlement Bank.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. (American Express) to verify the information on this Application and to receive and exchange information about me, including requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express receives a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance (Terms and Conditions) will be sent to each business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day, **6/26/13**

|                                     |                                                     |                                         |
|-------------------------------------|-----------------------------------------------------|-----------------------------------------|
| MERCHANT:                           | By: <b>X</b>                                        | By: <b>X</b>                            |
|                                     | MERCHANT PRINCIPAL or CORPORATE OFFICER             | MERCHANT PRINCIPAL or CORPORATE OFFICER |
|                                     | <b>DAVE BAWAL, ASST. CLERK</b>                      |                                         |
|                                     | MERCHANT PRINTED NAME & TITLE                       | MERCHANT PRINTED NAME & TITLE           |
| ACCEPTED BY BANK:                   | AUTHORIZED SIGNATURE (BANK)                         |                                         |
| ACCEPTED BY SAGE PAYMENT SOLUTIONS: | AUTHORIZED SIGNATURE (SAGE PAYMENT SOLUTIONS, INC.) |                                         |

PERSONAL GUARANTY

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all sums due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to exhaust collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California's Civil Code Sections 2797 to 2834, in whole (or any similar surety ship laws), and further waives any and all rights, defenses or notices relating by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor certifies that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, charges, fines, penalties, expenses or obligations on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

|              |               |              |               |
|--------------|---------------|--------------|---------------|
| <b>X</b>     | An Individual | <b>X</b>     | An Individual |
| SIGNATURE    | DATE          | SIGNATURE    | DATE          |
| PRINTED NAME |               | PRINTED NAME |               |

"EASY TERMINATION": IF MERCHANT TERMINATES THE AGREEMENT WITHOUT CAUSE DURING THE TERM OR ANY RENEWAL TERM, MERCHANT SHALL OWE SAGE THE APPLICABLE TERMINATION FEES SET FORTH IN ARTICLE V, SECTION 15 OF THE ATTACHED TERMS AND CONDITIONS.

SITE INSPECTION INFORMATION (TO BE COMPLETED BY SALES REPRESENTATIVE)

SALES REPRESENTATIVE HAS CONDUCTED A SITE INSPECTION FOR THIS MERCHANT (SALES REPRESENTATIVE HAS VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE)

|                                                                                                                                                                                                                                      |                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| LOCATION TYPE: <input checked="" type="checkbox"/> RETAIL STORE <input type="checkbox"/> OFFICE <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> RESIDENCE <input type="checkbox"/> TRADE <input type="checkbox"/> OTHER | MERCHANT: <input type="checkbox"/> OWNS <input type="checkbox"/> LEASE |
| <b>X</b> <b>D. DEYO</b>                                                                                                                                                                                                              | <b>X</b> <b>D. DEYO AE</b>                                             |
| SALES REPRESENTATIVE SIGNATURE                                                                                                                                                                                                       | SALES REPRESENTATIVE PRINTED NAME & TITLE                              |
|                                                                                                                                                                                                                                      | DATE: <b>6/26/13</b>                                                   |

PLEASE NOTE: The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.

AMENDMENT TO MERCHANT AGREEMENT BETWEEN  
SAGE PAYMENT SOLUTIONS

AND

MONTGOMERY COUNTY SHERIFF'S OFFICE

This Amendment by and between Sage Payments Solutions, Inc. ("SPS"), and MONTGOMERY COUNTY SHERIFF'S OFFICE ("\_\_\_\_"), is effective 6, 26, 2013 ("Effective Date") and amends the Merchant Processing Agreement ("Merchant Agreement"), dated 6, 26, 2013 by and between Sage and MONTGOMERY COUNTY SHERIFF'S OFFICE.

WHEREAS; Merchant desires to participate in SPS's no cost credit card terminal program ("Terminal Program");

WHEREAS; SPS agrees to accept Merchant into its Terminal Program under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants, and agreements contained herein, the parties hereto hereby agree as follows:

1. Upon execution of this Amendment, SPS shall issue to Merchant one (3) ~~(X)~~ electronic credit card processing terminal ("Terminal") at no cost, which Merchant shall be entitled to keep. SPS retains the sole right to determine the brand, model and type of Terminal provided pursuant to the Terminal Program. The Terminal and Merchant's use of the Terminal shall be governed by the terms and conditions of the Merchant Agreement.
2. Section 5.01(c) shall be deleted in its entirety and replaced with the following: Upon early termination of this Agreement by Merchant during the Initial Term or any Renewal Term, Merchant shall pay to SPS an early termination fee of four hundred dollars and 00/100 (\$400.00).

This Amendment shall be governed by all the terms and conditions of the Merchant Agreement. In cases of a conflict between the language herein and the Agreement, this Amendment shall prevail.

This Amendment, including attachment hereto, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, both written and oral, with respect to such subject matter. Neither Party has entered into this Amendment by reason of or in reliance on any representations of fact or opinion that are not expressly set forth herein. Except as expressly set forth herein, the Merchant Agreement, and each and every provision thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Amendment as of the date set forth above.

Sage Payment Solutions, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: X  
Name: DAVE RAMAN  
Title: ASST. CHIEF

JUL 15 2013

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

|               |                             |           |                  |           |
|---------------|-----------------------------|-----------|------------------|-----------|
| DEPARTMENT:   | JUDGE OF PROBATE            | REVIEWED: | S. Thomas        | 7/12/2013 |
|               |                             |           | Finance Director | Date      |
| REQUESTED BY: | STEVEN L. REED              | APPROVED: |                  |           |
|               | Elected Official/Dept. Head | Date      | Administrator    | Date      |

|    | ACCOUNT<br>NAME        | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|----|------------------------|-------------------|-------------------|------------------------|-------------------|
|    | SUPPLIES               | 001-51300-211     | 82,000.00         | (3,453.00)             | 78,547.00         |
|    | BUILDING & LAND RENTAL | 001-51300-221     | 85,715.00         | (3,378.00)             | 82,337.00         |
| *1 | COPY MACHINE RENTAL    | 001-51300-223     | 12,817.00         | 2,500.00               | 15,317.00         |
|    | ELECTRICITY            | 001-51300-244     | 37,968.00         | (3,000.00)             | 34,968.00         |
|    | NATURAL GAS            | 001-51300-245     | 1,130.00          | (519.00)               | 611.00            |
| *2 | WATER & SEWER          | 001-51300-246     | 3,390.00          | 300.00                 | 3,690.00          |
| *3 | TELEPHONE              | 001-51300-251     | 28,753.00         | 3,800.00               | 32,553.00         |
| *4 | CONTRACT SERVICES      | 001-51300-304     | 7,945.00          | 3,750.00               | 11,695.00         |
|    |                        |                   |                   |                        |                   |
|    |                        |                   |                   |                        |                   |
|    |                        |                   |                   |                        |                   |
|    |                        |                   |                   |                        |                   |
|    | <b>TOTAL</b>           |                   | 259,718.00        | 0.00                   | 259,718.00        |

### JUSTIFICATION:

1. Requested \$16,342.44 in 2013 Budget to cover the costs of new copy machines & Records Dept. monthly charges. Adopted Budget was less than requested
2. To cover Water bills
3. To cover Telephone bills
4. Requested \$15,000 to pay for WestLaw's monthly fees and normal reoccurring fees. Adopted Budget was less than requested - \$2,500 is for Mental Health Education and collaborative planning to create and sustain an effective system for outpatient and mental health care

**JUL 15 2013****STATE OF ALABAMA                    )****MONTGOMERY COUNTY                )****CONTRACT AGREEMENT**

**WITNESS THIS AGREEMENT** by and between the Montgomery County Commission, hereinafter referred to as the Commission, Probate Judge of Montgomery County, hereinafter referred to as the Probate Judge and Central Alabama Community Foundation, hereinafter referred to as Central Alabama Community Foundation, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The Commission and Probate Judge agree to pay Central Alabama Community Foundation the sum of two-thousand-five-hundred dollars (\$2,500.00) payable upon request. The contract services are to be provided from July 16, 2013 through September 30, 2013.

These funds will be utilized by Envision 2020 for educational and collaborative planning to create and sustain an efficient and effective system for outpatient mental healthcare.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of programs which will promote and enable a better quality of life for citizens within the County and that these services are essential to the health, education, and welfare of citizens in Montgomery County.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this instrument to be duly executed on the 15<sup>th</sup> day of July, 2013.

Central Alabama Community Foundation

By: \_\_\_\_\_  
Its:   Executive Director  
      434 N. McDonough Street  
      Montgomery, Alabama 36104

Montgomery County Commission

By: \_\_\_\_\_  
Its:   Chairman Elton N. Dean, Sr.  
      101 South Lawrence Street  
      Montgomery, Alabama 36104

Probate Judge of Montgomery County

By: \_\_\_\_\_  
Its:   Probate Judge Steven L. Reed  
      100 South Lawrence Street  
      Montgomery, Alabama 36104

## ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 5, 2013, at 8:00 in the morning.

Donald Z. Morris

Administrator

Elton N. Dean, Sr.

Chairman