

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
SEPTEMBER 16, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:15 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.

Administrator Mims noted that Commissioner Polizos requested to delete his miscellaneous appropriation to the City of Montgomery, to be used by BONDS to support the Capitol Heights Civic Association, with funding to promote the Community Enhancement and Beautification Programs/Projects in the amount of \$1,000, which was on the agenda. Administrator Mims stated that Commissioner Polizos has requested a \$1,000 miscellaneous appropriation from his account to Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project. After discussion, the Commission agreed to add this item to the miscellaneous appropriations and delete the BONDS appropriation for Capitol Heights Civic Association.

Administrator Mims noted that at the conclusion of the Formal Session, the Commission would convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board.

Administrator Mims informed the Commission that a check had been received from the Alabama Wireless 911 Board in the amount of \$81,007.49 as per the Loan Agreement approved by the Montgomery County Emergency Management Communications District Board on August 5, 2013.

Administrator Mims stated that Research Coordinator Joe Adams with Public Affairs Research Council of Alabama is scheduled to meet with the Commission on October 7, 2013.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding Budget Change Request Numbers 34, 35 and 36 from County Commission Appropriations. She stated that these items

were to realign budgets to cover legal expense, industrial incentives, project expenses, projects not budgeted for during the year and Grant expenditures and related budget grant revenue. Ms. Thomas stated that there were other budget change requests generated from other departments, which were Budget Change Request Number 3 from County Commission, Budget Change Request Number 2 from Detention Facility, Budget Change Request Numbers 12, 13 and 14 from Engineering Department, Budget Change Request Number 1 from Finance Department, Budget Change Request Number 5 from Information Systems, Budget Change Request Number 8 from Probate Judge's Office, Budget Change Request Number 1 from Public Affairs Department, Budget Change Request Number 3 from Sheriff's Office and Budget Change Request Number 2 from Support Services. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding a Contract Amendment with the Alabama Department of Youth Services for the Davis Treatment Program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell briefed the Commission regarding a Memorandum of Understanding with the Administrative Office of Courts for the reimbursement of salary and fringe benefits paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2012, and ending September 30, 2013. He also briefed the Commission regarding a Memorandum of Understanding with the Administrative Office of Courts for the reimbursement of salary and fringe benefits paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2013, and ending September 30, 2014. He stated that there would be no cost to the County. After discussion, the Commission agreed to place these items on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented a Resolution regarding the one-cent sales tax for public education. He stated that County Attorney Thomas T. Gallion, III had issued an opinion stating that the Montgomery Board of Education cannot exclude the Town of Pike Road Board of Education from sharing in these funds, if and when the Pike Road schools are built and open. Vice Chairman Harris requested a copy of the original Resolution. After discussion, the Commission agreed to place this item on the next Thursday Memo as a waived rules item.

Deputy Administrator Mitchell briefed the Commission regarding a Project Authorization Form from Construction Testing & Engineering, Inc., to perform soil investigation and engineering services for repaving of parking lots and drives at the Montgomery County Department of Human Resources Building on Mobile Highway. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission regarding funding in the amount of \$500 to Manhood, Inc., for the purpose of sponsoring the Montgomery Falcons Pee Wee Football

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

PRESENTATION BY CHAIRMAN ZACK BUCKNER AND EXECUTIVE DIRECTOR CAROL POTAK WITH AID TO INMATE MOTHERS

Chairman Zack Buckner and Executive Director Carol Potak with Aid to Inmate Mothers briefed the Commission regarding the program and requested funding in the amount of \$5,000. Commissioner Ingram requested a copy of their financial statement.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK AND COMMUNITY DEVELOPMENT DIRECTOR SARA BYARD WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION AND MR. SIMUEL SIPPAL, JR.

Administrator Mims presented Legal Opinions from County Attorney Thomas T. Gallion, III, dated September 10, 2013, and July 26, 2013, regarding Lagos Del Sol drainage issues. Executive Director Greg Clark and Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a possible federal grant for the neighborhood to fix the drainage problem. Ms. Byard informed the Commission that the grant would require a \$750,000-\$800,000 match from the County. She also stated that approximately fifty options to purchase easements from landowners would need to be secured prior to submitting the grant application.

Mr. Simuel Sippal, Jr., informed the Commission that the homeowners are willing to give easements to the County. He stated that the community has started tearing down dilapidated homes. Mr. Sippal explained that there are a lot of good people with good houses in the neighborhood who just want to make this right.

Vice Chairman Harris stated that the Commission would continue to research the issue to find a way to help, but the way explained by Ms. Byard was undoable. Chairman Dean stated that these residents are taxpayers and it is incumbent upon the County to figure out a way to help them.

PRESENTATION BY MANAGING DIRECTOR MIKE DUNN WITH MERCHANT CAPITAL

Merchant Capital Managing Director Mike Dunn updated the Commission regarding the refinancing of prior debt. He stated that the interest rates have gone up 1½% and discouraged the County from refinancing at this time. Commissioner Ingram reminded his fellow Commissioners that Chairman Dean still has authority to authorize the refinancing as soon as the interest rates are ideal.

PRESENTATION BY DISTRICT ATTORNEY ELLEN BROOKS AND HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) DIRECTOR SANDRA EDWARDS

District Attorney Ellen Brooks informed the Commission that the Family Justice Center received a grant in the amount of \$900,000. Ms. Brooks briefed the Commission regarding a \$5.00 fee per client concerning Pre-Trial Diversion.

Ms. Brooks and Helping Montgomery Families Initiative (HMFI) Director Sandra Edwards briefed the Commission regarding the program and requested a \$20,000 increase in funding, for a total of \$100,000 for this year's budget. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$100,000 on the next agenda.

COMMENTS BY DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented a Position Fill Request for Revenue Auditor, Position Number 810118005 with the Tax & Audit Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake asked if the Commission had any questions concerning the Construction Engineering and Inspection contract with Goodwyn, Mills and Cawood, Inc., for the DAS North America, Inc. road extension project and he recommended approval of this item, which was on the agenda. He also recommended approval of a bid award for Resurfacing Various County Roads, which was also on the agenda. Mr. Speake briefed the Commission regarding a Position Fill Request for County Road Equipment Operator I, Position Number 630551025 and a Position Fill Request for District Maintenance Superintendent, Position Number 610585001. After discussion, the Commission agreed to waive rules and add these items to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Retired Lutheran Minister Reverend Robert Graetz, at the request of Vice Chairman Harris.

The Pledge of Allegiance was led by Commissioner Ingram.

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

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of September 3, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

CONSENT AGENDA

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

Mr. Williams 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 5, are attached to these Minutes.)

RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING SEPTEMBER 16, 2013 AS “ROBERT AND JEAN ELLIS GRAETZ DAY”

The Administrator requested adoption of the following resolution:

RESOLUTION

WHEREAS, Robert Graetz and Jean Ellis met while attending college at Capital University in Columbus, Ohio, and married in 1951; and

WHEREAS, in 1955, Rev. Graetz answered the call to serve as pastor to an African-American congregation at Trinity Lutheran Church, in Montgomery, Alabama; and

WHEREAS, within months of their arrival, the Montgomery Bus Boycott was triggered by the arrest of their friend and neighbor, Mrs. Rosa Parks; and

WHEREAS, the young couple immediately became involved in the protest movement: Mrs. Graetz was active in the Women’s Political Council, which actually started the Montgomery Bus Boycott, and she also hosted public officials, church dignitaries, and reporters from around the world, who came to Montgomery, Alabama, during that turbulent time; and

WHEREAS, Reverend Graetz served as a volunteer driver during the boycott and as a member of the board of directors for the Montgomery Improvement Association, which ran boycott activities; and

WHEREAS, as their involvement in the boycott grew, the couple and their young children became targets of racist attacks. Two times, attempts were made to bomb their home and both failed. However, a third bomb did significant damage to their home; and

WHEREAS, in 1958, Reverend Graetz, his wife and their five children went on to serve in a variety of ministries in Ohio and later in Washington, D.C.; and

WHEREAS, the area which once surrounded their former church, Trinity Lutheran Church and its parsonage, is today known as the Graetz Neighborhood; and

WHEREAS, the Graetzes returned to Montgomery in 2005, as consultants to the National Center for the Study of Civil Rights and African-American Culture at Alabama State University,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby acknowledge the contributions that Reverend and Mrs. Graetz have made in Montgomery County, Alabama, and the nation and proclaim Monday, September 16, 2013, as

“Robert and Jean Ellis Graetz Day”

in Montgomery County, Alabama, in celebration of their unwavering leadership in the fight for justice and human rights for all people.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 16th day of September, 2013.

End of Resolution

Mr. Polizos made a motion to adopt the resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

Vice Chairman Harris presented a resolution to Reverend Robert Graetz and his wife, Jean Ellis Graetz. He stated that it is truly an honor for him to recognize two people that he deeply loves and respects. He stated that if there were ever people that “talked the talk and walked the walk”, it would be Reverend and Mrs. Graetz; as they live love and spread love, and have done that since he has known them. He explained that he has known them since he was seven years old and he is now 65. He expressed that it does his heart a great honor and himself a great honor to present this resolution. Reverend Graetz thanked Vice Chairman Harris, explaining that he has been a dear friend to him and his wife for many years. He stated that he could not accept the resolution as theirs because since 1955 they have not been alone in the work they have done. The Civil Rights Movement began in Montgomery and worldwide where 50,000 black people stood together against oppression and injustice. Reverend Graetz quoted E.D. Nixon who said, “We are not doing this for ourselves but for our children coming up”. He said that in that spirit we receive this resolution, and he thanked the Commissioners. Vice Chairman Harris explained that the coin which was given to Reverend and Mrs. Graetz is a Challenge Coin, designed by Manager of Public Affairs DiDi Henry, and will only be given to very special people. He informed everyone that the Graetzes are the first very special people to receive this coin.

NEW BUSINESS

COUNTY COMMISSION – PUBLIC COMMENT REGARDING PROPOSED 2013-2014 OPERATING BUDGET

Chairman Dean opened the floor for public comment and asked if anyone in the audience wanted to speak regarding the proposed 2013-2014 Operating Budget. Chairman Dean asked Finance Director Sherrill Thomas if she would like to say anything regarding the budget and she responded “pass it”. Chairman Dean then closed the floor for Public Comment.

COUNTY COMMISSION – APPROVED PROPOSED 2013-2014 OPERATING BUDGET

The Administrator requested approval of the Proposed 2013-2014 Operating Budget.

Mr. Polizos made a motion to approve the 2013-2014 Operating Budget as requested by the Administrator. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of 2013-2014 Operating Budget, Agenda Pages 2-1 through 2-17, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING AN INCREASE OF PRIVILEGE TAX UPON BUSINESSES THAT RENT TRANSIENT LODGING WITHIN MONTGOMERY COUNTY

The Administrator presented the following memorandum:

September 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding Lodging Tax Increase

The Montgomery County Commission meeting, at its meeting on September 3, 2013, agreed to place a Resolution increasing the lodging tax in Montgomery County from \$1.50 per room to \$2.25 per room for each day or portion of a day on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Mr. Williams. Chairman Dean, Vice Chairman Harris and Mr. Williams voted in favor of the motion. Mr. Ingram and Mr. Polizos voted in opposition and the motion carried. (Copy of Resolution, Agenda Pages 3-2 and 3-3, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING GASB 54 FUND BALANCE COMMITMENTS

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

MEMORANDUM

To: Donnie L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Date: August 28, 2013

Re: GASB 54 Resolutions

The Governmental Accounting Standard Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that was effective in 2011. This standard requires that the County Commission annually approve a resolution committing applicable fund balances.

Attached is a resolution for County Commission approval to comply with the GASB 54 requirements for fiscal year 2013.

End of Memorandum

Mr. Ingram made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 4-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT WITH GOODWYN, MILLS & CAWOOD, INC., REGARDING CONSTRUCTION ENGINEERING AND INSPECTION FOR THE DAS NORTH AMERICA, INC., EXTENSION OF INDUSTRIAL PARK BOULEVARD PROJECT IN MONTGOMERY INDUSTRIAL PARK

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

September 11, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Agreement for Project No. IAR-051-000-007
DAS North America in the Montgomery Industrial Park

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between Goodwyn, Mills, and Cawood, Inc. and Montgomery County, for Construction, Engineering and Inspection (CE&I) on the project referenced above. The cost of this work is 100% reimbursable as part of the original grant for the road extension.

Attachments

End of Memorandum

Mr. Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Polizos and Mr. Williams voted in favor of the motion. Mr. Ingram abstained from the vote and the motion carried. (Copies of Letter, Agreement, and Attorney Gallion's Opinion, Agenda Pages 5-2 through 5-5, are attached to these Minutes.)

DETENTION FACILITY – APPROVED HEALTH SERVICES AGREEMENT WITH QCHC, INC., (QUALITY CORRECTIONAL HEALTH CARE) FOR INMATE MEDICAL SERVICES

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

September 10, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Quality Correctional Health Care Contract Renewal

On September 3, 2013, I met with the Commission to discuss the contract renewal with Quality Correctional Health Care. This company administers the medical services for the inmates in the County Detention Facility. The Sheriff and I have discussed extending this relationship with QCHC which has been in place for the last 6.5 years. The proposed contract renewal for Quality Correctional Health Care (QCHC) with an effective date of October 1, 2013 is attached. The recommended changes from our County attorney have been incorporated into this contract.

I would like to place this item on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

End of Memorandum

Mr. Polizos made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 6-2 through 6-18, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following three items, and the Commission concurred. Mr. Williams made a motion to approve the three agenda items. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

RISK MANAGEMENT – APPROVED EXCESS LIABILITY INSURANCE RENEWAL WITH STATES SELF-INSURERS RISK RETENTION GROUP, SECURED THROUGH COLONIAL INSURANCE

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

September 4, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Excess Liability Insurance Renewal

On September 3, 2013, I met with the County Commission to discuss the excess liability insurance premium for the coming year. The coverage is for fiscal year October 1, 2013 through September 30, 2013 in the amount of \$184,152 which represents a 3% increase from the current year rates. The coverage amount is \$5 Million with a deductible of \$750,000. This coverage was secured through Junie Pierce of Colonial Insurance with States Self-Insurers Risk Retention Group. There are no changes to the policy. I am requesting this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Insurance Proposal, Agenda Page 7-2, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED EXCESS WORKERS’ COMPENSATION
INSURANCE RENEWAL WITH SAFETY NATIONAL INSURANCE, SECURED
THROUGH COLONIAL INSURANCE

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

September 4, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Excess Workers’ Compensation Renewal

On September 3, 2013, I met with the County Commission to discuss the Excess Workers Compensation Insurance premium. The coverage is for fiscal year October 1, 2013 through September 30, 2014 in the amount of \$69,958 which represents a 6% increase from last year’s premium. The rates were secured with Safety National Insurance through Junie Pierce of Colonial Insurance. The deductible will remain at \$600,000 (with the exception of \$750,000 for sworn officers). I am requesting this item be placed on the next agenda for the Commission’s consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Excess Workers’ Compensation Quotation, Agenda Page 8-2, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED PROPERTY INSURANCE RENEWAL WITH
AFFILIATED FM INSURANCE COMPANY, SECURED THROUGH COLONIAL
INSURANCE

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

September 11, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Property Insurance Renewal

On September 3, 2013, I met with the County Commission to discuss the Property Insurance renewal effective 10/1/13. The property insurance premium for the coming year from October 1, 2013 through September 30, 2014 is \$97,253. This amount represents a 3.8% increase from last year's rates of \$.472 per \$1,000 of value to \$.49 per \$1,000 of value. The rates were secured through Junie Pierce of Colonial Insurance with Affiliated FM Insurance. There are no changes to the policy. I am requesting this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Insurance Proposal, Agenda Page 9-2, is attached to these Minutes.)

End of Omnibus Vote

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH HAYNES AMBULANCE OF ALABAMA, INC., REGARDING EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION SERVICES FOR MONTGOMERY COUNTY, CONTRACT NUMBER 52110-10C-018

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: August 28, 2013

SUBJECT: Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County

Request approval of the attached Amendment No. 4 to the above referenced contract, with Haynes Ambulance of Alabama, Inc., be placed on a future agenda for the County Commission meeting.

Amendment No. 4 will extend the contract for an additional three (3) month period, beginning October 1, 2013 and ending December 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

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 Amendment Number 4, Agenda Page 10-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

September 16, 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-2013-125: Alabama Baseball Coaches Association, Inc., for the 2013 Community College Fall Sophomore Workouts and Fall Classic - \$750; (Polizos)

C-2013-126: Montgomery County Historical Society / Montgomery Museum of History, for Educational Services and Equipment to Teach Citizens and Students About Montgomery County's History - \$500; (Polizos)

NC-2013-118: BOE, Morningview Elementary School, for Principal's Discretionary Fund - \$500; (Polizos)

- NC-2013-119: BOE, Flowers Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2013-120: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2013-121: City of Montgomery, to be used by BONDS to Support the Capitol Heights Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Polizos)

End of Memorandum

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

NOTE: Commissioner Polizos requested to delete the appropriation of NC-2013-121 City of Montgomery, to be used by BONDS to Support the Capitol Heights Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000 and replace it with the following:

C-2013-127: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$1,000; (Polizos)

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

ENGINEERING DEPARTMENT – APPROVED BID AWARD FOR RESURFACING
VARIOUS COUNTY ROADS, BID NO. 53600-13B-028

The Administrator presented the following memorandum from Buyer Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner

DATE: September 11, 2013

SUBJECT: Invitation to Bid No. 53600-13B-028
MC-1-2013 Resurfacing Various County Roads

Request approval of award on the above referenced Invitation to Bid, to the low bid of Wiregrass Construction, for the amount of \$1,047,959.76, to be placed on the agenda for the County Commission meeting September 16, 2013. (Copy of spread sheet attached)

Coordination of award made with Mr. George Speake, County Engineer.

Attachment

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 Page 12-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD FOR MAINTENANCE OF COUNTY VEHICLES, BID NO. 52110-13B-027

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager
DATE: August 21, 2013
SUBJECT: Bid No. 52110-13B-027
Maintenance of County Vehicles

Request approval of award on the above referenced bid, to the low bid of J. Wright's Automotive, in the amount of \$429.44, based on unit pricing, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

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

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

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 13-2 and 13-3, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK, POSITION NUMBER 750016034

The Administrator presented the following memorandum:

September 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Probate Judge's Office

During the September 3, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Customer Service Clerk, Position Number 750016034 on the next agenda for the Probate Judge's Office.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Williams 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 14-2, is attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED IRREGULAR STEP INCREASE FOR REVENUE AUDITOR TWYLA JACKSON FROM PAY GRADE A07, STEP 3 TO PAY GRADE A07, STEP 4

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

September 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy County Administrator

RE: Irregular Step Increase

I have received a request from Terri Henderson, Revenue Manager, for an irregular step increase for Twala Jackson, Revenue Auditor, in the Tax & Audit Department. As the memo indicated, Twala Jackson has demonstrated leadership and initiative in working to maintain the day to day workflow and deadlines. She willingly took on this role in my extended absence as well as the absence of our Senior Revenue Auditor. She handled the department duties and accomplishments with very little compensatory time earned. In addition, Ms. Jackson excelled in accomplishing her own duties while directing others in the department.

I agree with Terri Henderson's recommendation for Twala Jackson and believe her work has been outstanding and worthy of an irregular step increase. This item was discussed during the Working Session on September 3, 2013 and I was advised by the Commission to place on the next agenda for approval for the September 16, 2013 Commission Meeting.

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

Attachments

End of Memorandum

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

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. Board of Registrars	Request Number 2
2. Probate Judge's Office	Request Number 14
3. Appraisal Department	Request Number 19
4. District Attorney's Office	Request Number 66

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 16-1 through 16-4, 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 (14)

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

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. County Commission Appropriations	Request Numbers 34, 35 and 36
2. County Commission	Request Number 3
3. Detention Facility	Request Number 2
4. Engineering Department	Request Number 12, 13 and 14
5. Finance Department	Request Number 1
6. Information Systems	Request Number 5
7. Probate Judge's Office	Request Number 8
8. Public Affairs Department	Request Number 1
9. Sheriff's Office	Request Number 3
10. Support Services	Request Number 2

Mr. Ingram made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 17-1 through 17-15, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACT AMENDMENT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES FOR THE DAVIS TREATMENT PROGRAM

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 9/12/2013

Re: Amended DYS Grant Agreement

Please place the attached “amended” Alabama Department of Youth Services Grant agreement on the working agenda for 9/16/2013. I am also requesting the Commissioners waive rules and officially accept this amendment. The Dept. of Youth Services is requesting this amended grant agreement by 10/1/2013. They want to advance our grant funds for FY 2014 in this fiscal year. This is the money we use to operate the Davis Treatment Program.

Thank you for your assistance in this matter.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Amended Grant Agreement, Agenda Pages 18-2 and 18-3, is attached to these Minutes.)

Juvenile Court Administrator Bruce R. Howell clarified that the funds should be received by the middle of November.

COUNTY COMMISSION – APPROVED PROJECT AUTHORIZATION FORM FROM
CONSTRUCTION TESTING & ENGINEERING, INC., TO PERFORM SOIL
INVESTIGATION AND ENGINEERING SERVICES FOR REPAVING OF PARKING LOTS
AND DRIVES AT THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN
RESOURCES BUILDING ON MOBILE HIGHWAY

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

September 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Engineering Service for Montgomery County DHR

Patrick Addison of PH&J Architects Inc. has been submitted a contract from Construction Testing & Engineering, Inc. to perform soil testing at the Montgomery County DHR Building on the Mobile Highway in Montgomery, Al. This contract requires soil penetration in order to investigate the existing condition of the paving foundation. The contract is in the amount of \$950.00.

I am requesting the Commission Waive Rules and approve this contract. Funds for this contract are in an escrow account that is reserved for facility repairs. It is my recommendation that we proceed with the contract requests. I will be available to answer any questions during the Working Session on September 16, 2013.

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

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Project Authorization Form and Proposal, Agenda Pages 19-2 through 19-6, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED FUNDING IN THE AMOUNT OF \$500 TO MANHOOD, INC., FOR THE PURPOSE OF SPONSORING THE MONTGOMERY FALCONS PEE WEE FOOTBALL TEAM

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

September 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Parks and Recreation Board regarding Manhood Inc.

Attached is a request from Parks & Recreation Board to Waive Rules in order to provide funds in the amount of \$500.00 to Manhood Inc. This organization came before the Parks & Recreation Board at the first scheduled meeting in August, however due to lack of quorum the Board could not act on his request. The funds will be used by this non-profit organization to provide services in the community. I have personally observed the work of this organization at Thelma Morris Elementary and I am in full support of this request.

I am requesting that the Commission waive rules and approve this item at the County Commission Meeting on September 16, 2013.

If I can be of further assistance, 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 Memorandum, Agenda Page 20-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS FOR A DISTRICT MAINTENANCE SUPERINTENDENT, POSITION NUMBER 610585001 AND FOR A COUNTY ROAD EQUIPMENT OPERATOR I, POSITION NUMBER 630551025

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

September 9, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for District Maintenance Superintendent

The Engineering Department's District I Maintenance Superintendent will be retiring at the end of November 2013. This is a critical position held by a key supervisor who is responsible for supervision of 31 employees and management of all operations and equipment associated with day to day maintenance of approximately 140 miles of roads. It is critical this position be filled as quickly as possible after retirement of the incumbent so as to prevent a void in our organizational management that could lead to disruptions in the road maintenance operations at our District I Maintenance Facility.

Forwarded herewith is the position fill request form pertaining to this expected District Maintenance Superintendent vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. This position fill request is being submitted early in anticipation of the length of time required to establish an employment register. Thank you for your assistance with this matter.

Attachment

End of Memorandum

September 4, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for County Road Equipment Operator I

It is requested that we be permitted to fill a recently vacated County Road Equipment Operator I (Tractor Driver) position at our District III maintenance facility in Ramer. This vacancy resulted from the unexpected resignation of an existing District III tractor driver making a total of six (6) vacancies at this maintenance district.

Due to this shortage of personnel, it is critical that we fill this position as quickly as possible so that we will have sufficient manpower to complete mowing of the right-of-ways early this fall and assist with tree and tree limb removals later in the fall and winter.

Forwarded herewith is the position fill request form pertaining to this County Road Equipment Operator I vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. Thank you for your assistance with this matter.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve position fill requests for a District Maintenance Superintendent and a County Road Equipment Operator I. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies Position Fill Requests, Agenda Pages 21-3 and 21-4, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST FOR A
REVENUE AUDITOR, POSITION NUMBER 810118005

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

September 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr., Deputy Administrator

SUBJECT: Replacement for Revenue Auditor Position – Critical Vacancy

Please see attached memo from Terri A. Henderson, Tax & Audit Manager, concerning the vacant Revenue Auditor position in her department. Noted in Ms. Henderson memo, this critical vacancy is needed to replace the previous Revenue Auditor, Joyce Mitchell who failed to meet the job requirements and was terminated during probationary period. This audit position is crucial to the operation of this department. The Sales, Tax & Audit Department is responsible for 42% of the County Revenue in General Funds.

The initiatives started in this department would be hindered and efforts lost if failure to fill this position immediately is not granted. I am requesting that the Commission waive rules to this Position Fill Request at the Montgomery County Commission Meeting scheduled September 16, 2013 in order to proceed with filling of this vacancy.

If you have any question, please contact me.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 22-2 and 22-3, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION CONGRATULATING DEPUTY ADMINISTRATOR JOHN A. MITCHELL, SR., UPON HIS RETIREMENT FROM THE MONTGOMERY COUNTY COMMISSION

The Administrator requested adoption of the following resolution:

RESOLUTION

Whereas, John A. Mitchell, Sr. has served as the Deputy Administrator of the Montgomery County Commission since October 15, 2002; and

Whereas, he has effectively fulfilled the duties of his office which included supervising, planning and organizing the operational activities of the County; and

Whereas, under Mr. Mitchell's leadership, numerous employee wellness programs were implemented, including the Employee Assistance Program and the successful Care Here Health Clinics for employees, their families and county retirees; and

Whereas, Mr. Mitchell also administered the transition as the county employee retirement program transferred from the County's retirement plan to the Employee Retirement Systems of Alabama; and

Whereas, Mr. Mitchell oversaw numerous building and renovation projects during his years of service including the construction of the Mac Sim Butler Detention Facility and the renovation of the Montgomery County Courthouse Administrative Building, Annex I and Annex III; and

Whereas, Mr. Mitchell orchestrated the implementation of the County's new accounting and budgeting software system and the transfer of the County's computer system from main frame to its current server system. He also assisted in the development of the County's Tax and Audit department; and

Whereas, during his years of service to Montgomery County Commission, Mr. Mitchell assisted in the development of green spaces with walking trails for the enjoyment of all Montgomery County families, including Snowdown Park, Waugh/Mt. Megis Park and Catoma Park; and

Whereas, through his leadership, Mr. Mitchell has led County employees by example with his wit and his wisdom; and through his compassion and service,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby congratulate John A. Mitchell, Sr. upon his retirement from the Montgomery County Commission and wish him much success and happiness as he begins this new chapter of his life.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 16th day of September 2013.

End of Resolution

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

County Administrator Mims stated that it is his pleasure to honor Deputy Administrator John A. Mitchell, Sr., on his retirement and for his years of outstanding service to Montgomery County. He added that Mr. Mitchell did not know that he was going to be presented with this resolution. County Administrator Mims then read the resolution to the audience and Chairman Dean presented the resolution to Mr. Mitchell. Deputy Administrator Mitchell thanked the Commission and stated that he has had the privilege to work with 10 different Commissioners and each were unique but they worked as one. He stated that the Commission works hard to come out here and make decisions. He stated that none of the things in the resolution would have been possible without the administration's help and the help of his staff in the Finance, Support Services, Purchasing, Information Technology, Risk Management, Tax & Audit and Parks and Recreation Departments, and especially his assistant Ms. Tonya Mitchell, who keeps him straight and makes sure he is where he is supposed to be at any given time. He stated that it has been a privilege and that he got to work with every elected official who listened to what he had to say, adding that he didn't know if they did what he asked. He stated that it has been a joy and a pleasure and thanked everyone that he has had the privilege to work with. He closed by wishing everyone all the best.

COMMENTS BY COMMISSIONERS AND ATTENDEES

Chief Appraiser Clay Henley announced that Rubbie Lanier, a recent retiree of the Appraisal Department, passed away this past Saturday. He informed everyone that she retired on August 1, 2013, and went into the hospital on August 2, 2013. He stated that he does not have all the details of the funeral arrangements but he does know that the family is planning the funeral for this Saturday.

Commissioner Ingram told the audience that it was good seeing everyone today. He told Deputy Administrator Mitchell that it has been a pleasure working with him, that he is a good man, and he appreciates his friendship. He congratulated Mr. Mitchell and wished him the best of luck in his retirement. He thanked Finance Director Sherrill Thomas, department heads and the Commission for working as a team on this year's budget. He also thanked County Administrator Mims and Deputy Administrator Mitchell for all their hard work on the budget. He stated that a lot of compromises were made and that this was the easiest budget since he joined the Commission in 2004. He acknowledged Vice Chairman Harris' work on the budget stating that he acted like a pro and brought a lot of good ideas. He asked everyone to keep for Ms. Lanier's family and the flood victims of Colorado in their prayers. He stated that he continues to pray for everyone at today's meeting and prays God's blessing on them.

Commissioner Williams wished the audience good morning and stated that it was good to be back after missing the last meeting due to attending a religious retreat, which was very fruitful. He told Mr. Mitchell that he was going to miss him and his friendship, and especially traveling together. He explained that he understands life must move on. Commissioner Williams informed the audience that this budget was the closest to becoming a balanced budget since he became a Commissioner 13 years ago. He thanked the department heads and his fellow Commissioners for their hard work on the budget. He wished God's blessing on them. Commissioner Williams then requested that everyone remember the people in Colorado in their prayers, explaining that there are hundreds looking to be rescued. He added that he will keep the Lanier family in his prayers.

Commissioner Polizos told the audience good morning. He stated that Mr. Mitchell will be missed and that they worked well together. He said that it is nice to see all the department heads today. He added that his thoughts are with all the people in Colorado and the soldiers in different countries. He thanked Sherrill Thomas for the great job she did on this year's budget and that it went really well. He told Mr. Mitchell that he will be missed and to smile when he thinks about the Commission.

Chairman Dean asked Commissioner Polizos if he was still in the race for the Alabama House of Representatives' seat and Commissioner Polizos affirmed that he was, adding that he wasn't going to quit. Chairman Dean said that his heart goes out to the Graetzes and that he has followed them his whole life. He asked the audience what they would do if they were there during those times: would they stand up for freedom and for other people? He stated that Mrs. Graetz is a blessing to Alabama State University as she is working toward her degree. He told the Graetzes that he is glad they are here so that the Commission can honor them, adding that the Commission is there for them if they needed them. Chairman Dean said that the Commission is very proud to give merit raises to the employees and that they never considered furloughs or layoffs. He added that hundreds of thousands of people have lost their jobs. He stated that the Commission is also very proud of the department heads and elected officials and noted that you know you have good managers when they can work through the hard times. He stated that everyone truly worked as a family. He told the audience that he and Mr. Mitchell went to college together and as they are two Hornets, they will continue to see each other. He congratulated Mr. Mitchell, recognizing his work as a Postmaster of Montgomery and teaching everyone what he learned in the corporate world. He told Mr. Mitchell that the Commission may call on him from time to time. He told Mr. Mitchell that God has blessed him because some people retire once but he has gotten a chance to retire twice.

Vice Chairman Harris wished everyone a good morning, noting this was his first year working on the budget and that Sherrill Thomas had made it easy. He expressed his appreciation for her and her staff's hard work on bringing the budget together. He stated that he is still in a learning mode and that County Administrator Mims and Deputy Administrator Mitchell kept him straight. He added that if he had any questions all he had to do was call on either of them and he would get the answers. He said that Mr. Mitchell will be missed, and the Commission will not be able to fill his shoes. He told Mr. Mitchell that he knows he will enjoy his retirement and knows that he's got his RV revved up. He congratulated Mr. Mitchell and wished him all the best, adding that if he wanted to come back that the door is open. Mr. Harris said that he was in second grade

at Trinity Day School when the Graetz family arrived; it was different having a white family's children play with them, and that they were one happy family. He said that they came into the community and fit right in. He said that Mr. Graetz' dream is to see that Martin Luther King's dream come true. Vice Chairman Harris told Reverend Graetz that we are getting there and one day we will be there. He stated that, as a child, he lived less than 150 yards from the church and that one night he was with his mom when the entire structure suddenly just rattled. The next day, he learned that Graetz' home had been bombed and that another bomb did not go off which would have leveled the church, the parsonage and the projects in which he lived. He said that the couple has lived a life of blessing others and that the Lord has blessed them. He then thanked Reverend and Mrs. Graetz on behalf of the Commission and the Community.

RECESS TO SPECIAL CALL MEETING OF THE EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

Chairman Dean recessed the Formal Session to a Special Call Meeting of the Emergency Management Communications District Board.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Emergency Management Communications District Board to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission regarding an Agreement with Primed Physicians, Inc., for workers compensation and occupational services.

Mr. Kramer briefed the Commission regarding an update to the Procedures Manual. He explained that this is the first half of the manual and that the second half was approved in July 2012. Commissioner Ingram informed the Commission that he believes there is a law that prohibits the County from removing dead animals from private property and asked Administrator Mims to research the issue.

After discussion, the Commission agreed to consider placing the first half of the Procedures Manual on the October 21, 2013, agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding information technology functions with the City and County. The following is the quarterly progress report and plans as presented by Mr. Ialacci:

- The City and County worked together on anti-virus software, filtering and firewall alternatives to improve internet access speeds and reduce spam and viruses.
- The telecommunications migration to the new vendor is 95% complete and will begin to see the reduced rates in October.
- The City's initial equipment for the disaster recovery site will be received this month, and the County will order its initial equipment in the new fiscal year.
- The temporary approach for the County to handle the "One Spot" sales tax system is working, but not as effectively as we would like. The City will go on the new "One Spot" on October 1 and will most likely continue with their manual approach.
- The RFP for sales tax and business license software has some cleanup work left. I am behind on this project, but plan to make it a very high priority for the next quarter, as it is very important.
- The County IT department and the Sheriff's Office worked together to implement the video arraignment system. The system was tested by the Judges and they made a couple of requests that we are looking into for them.
- I finalized the City and County budgets for the new fiscal year. Operating expenses for both budgets compared to the same expenses last year are down slightly.
- The City went live on the new E-ring system for code enforcement, permits and inspections. The last segment, land development, will go live September 24, 2013.

Administrator Mims presented a request by Mayor Todd Strange to increase the auto allowance for Mr. Ialacci from \$100 to \$400, which the City would pay 70%. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented a Transfer of Ownership and Liability Agreement for retired K-9 "Vadar". After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of an invoice from SCRE, Inc., dba Colliers International, for realtor fees in the amount of \$25,000 regarding the land sale for DAS North America, Inc. He stated that the City's portion is \$15,000 and the County's portion is \$10,000. Administrator Mims presented an email from Project Manager Justice Smyth with the Montgomery Area Chamber of Commerce in which he recommended that the County pay the full \$25,000 and then invoice the city for their portion. After discussion, the Commission agreed to place an authorization on the next agenda to pay the County's portion of \$10,000. Relative to the DAS project, Commissioner Ingram requested that the County bill the City of Montgomery for their portion of the project, as of to date. The Commission agreed for this to be done.

Administrator Mims briefed the Commission regarding payment of 2014 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims. He noted that the dues are the same as the current year. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented board member reappointments for the Joint Public Charity Hospital Board. After discussion, the Commission agreed to place this item on the next agenda. Vice Chairman Harris requested that a member of this board brief the Commission at their next meeting regarding the purpose of the board.

Administrator Mims presented a Bid Award for Metal Pipe, Bid No. 53000-13B-029 for the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for Concrete Pipe, Bid No. 53000-13B-030 for the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Revenue Branch Supervisor, Position Number 800120022 for the Revenue Commissioner's Office. After discussion, the Commission agreed to place this item on the next Thursday Memo and to invite Revenue Commissioner Janet Buskey to brief them at their next meeting regarding this request.

Administrator Mims presented a Position Fill Request for Corrections Officer Trainee/ Corrections Officer, Position Number 143 for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Position Fill Requests for Deputy Sheriff Corporal, Position Number 108 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined after the promotion for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Legal Opinion from County Attorney Thomas T. Gallion, III regarding compensation for elected county officials. After discussion, the Commission agreed to place a Budget Change Request regarding the compensation on the next agenda. (Copies of Legal Opinions, Correspondence, Salary Computations, and Budget Change Request, Pages 24-1 through 24-9 are attached to these minutes)

Administrator Mims presented an email from Director Terry Benton regarding Board Member Appointments to the Montgomery County Board of Human Resources. Chairman Dean stated that he would have a recommendation at the next meeting. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented bios of all board members of the Montgomery Area Mental Health Authority and for recommended appointee Darold Dunlavy. The Commission agreed to place these items on the next Thursday Memo for further discussion.

Administrator Mims presented an email from KD Johnson, Owner, Greenie Recycling & Renewable Energy, LLC and stated that Mr. Johnson would like to meet with the Commission. After discussion, the Commission agreed to deny the request.

Administrator Mims presented an email from President and CEO Meesoon Han with A-Keep, Inc., requesting to meet with the Commission regarding the program. After discussion, the Commission agreed for Ms. Han to brief them at their next meeting.

Administrator Mims presented a letter from The Lacey-Boyd New Year's Eve Day Parade Co-Founder William Boyd requesting an \$8,000 sponsorship for the Parade. He noted that last year Commissioner Ingram and Commissioner Polizos appropriated \$500 from each of their accounts, Commissioner Wilson appropriated \$1,000 from his account, and the Commission approved a \$3,500 Budget Change to the Chamber of Commerce for this event. The Commission agreed to place this item on the next Thursday Memo for further discussion.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for the months of September, October and November 2013.

Administrator Mims presented the Revenue Reports for August 2013 from Tax and Audit Department.

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

Administrator Mims presented the Census and Fiscal Report for August 2013 for Community Corrections.

Deputy Administrator Mitchell informed the Commission that the Lease Agreement with Wanda Hughes regarding the Courthouse Café' will expire on September 30, 2013. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Mitchell explained that the cooler in the Courthouse Café is broken and asked Commissioner Polizos to take a look at it.

Administrator Mims noted that the breakfast which is provided on Commission meeting days would also need to be bid.

Administrator Mims presented a Resolution proclaiming October 20-26, 2013, as "Pro Bono Week". After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Polizos stated that he would like to see the retirees get a cost of living raise. Vice Chairman Harris stated that he would like for employees who are at the top of their pay plan and are not long eligible for merit raises to get a cost of living raise or a bonus.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar of upcoming events noting the Chamber's Diversity Summit, to be held the following morning, and the retirement party for

City of Montgomery Finance Director Lloyd Faulkner on September 24. She also informed the Commission that Melanie Beasley with the Family Sunshine Center had requested the use of the Commission Chambers for a press conference on October 1st to announce the Purple Light Project, which would highlight Domestic Violence Awareness Month. Ms. Beasley also requested that the Commissioners attend the event to show support for the project. The Commission agreed to allow the use of the chambers but said that the time of the event would dictate if they would be able to attend.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on September 16, 2013, at 11:54 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-06-13

Check Number	To	Check Number
237716		237766
Total Checks Paid		\$57,583.55

CHECK #	PAYEE	AMOUNT	DATE
237715	Postmaster Bulk Mailing	\$2,150.04	09/04/13

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-06-13

Check Number	To	Check Number
237767		237857
Total Checks Paid		\$457,145.99

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

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-13-13

Check Number	To	Check Number
237858		237944
Total Checks Paid		\$504,952.20

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

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-13-13

Check Number	To	Check Number
237945		238044
Total Checks Paid		\$177,494.46

**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

09/16/13 Meeting

Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

SEP 16 2013

CHECKS ARE DATED
09/06/13

Payroll Check Number	117365	To	Payroll Check Number	117466	\$ 73,704.44
Direct Deposits					\$ 768,390.31
Payroll Check Number	117467	To	Payroll Check Number	117494	\$ 244,188.40
Direct Deposits					\$ 316,134.70
Federal Deposits					\$ 306,998.53
Total Payroll Paid					\$ 1,709,416.38

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

Agenda

SEP 16 2013

Agenda Item Number 1 – Public Comment Regarding Proposed 2013-2014 Operating Budget, County Commission

No documents will be presented for this agenda item.

Agenda

SEP 16 2013

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2013 to September 30, 2014**

Presented September 3, 2013

**Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Reed Ingram, Member
Dimitri Polizos, Member
Jiles Williams, Jr., Member**

**Compiled by
Donald L. Mims, CPA, MPA, Administrator
Sherrill R. Thomas, CPA, Finance Director**

2-1

ANNUAL BUDGET 2013-2014

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 68,006,848	\$ 68,006,848
Emergency Fund	30,000	30,000
Workers' Compensation Fund	340,000	340,000
Health Trust Fund	9,582,000	9,482,000
R.E. Life Ins. Fund	66,000	66,000
Liability Fund	425,000	425,000
Gasoline Tax Fund	9,069,352	9,069,352
Public Buildings/Roads/Bridges Fund	6,268,000	7,559,597
Public Highways & Traffic Fund	416,000	500,000
Capital Improvement	608,000	885,000
RRR Gasoline Tax Fund	1,908,000	2,670,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	2,951,661	2,951,661
Merit System Fund	1,223,568	1,223,568
Community Corrections	824,009	824,009
Grant Fund	740,431	740,431
G.O. Warrants - 2007 Fund	3,612,146	3,612,146
G.O. Warrants - 2010 Fund	1,249,525	1,249,525
Less: Fund transfer elimination	(13,889,557)	(13,889,557)
TOTAL	\$ 93,942,317	\$ 96,256,914
ADD: BUDGETARY FUND BALANCE		
Public Buildings/Roads/Bridges Fund	1,291,597	
Public Highway & Traffic Fund	84,000	
Capital Improvement Fund	277,000	
RRR Gasoline Tax Fund	762,000	
Health Insurance Trust	(100,000)	
TOTAL BUDGETARY FUND BALANCE	2,314,597	
PROPOSED BUDGET	\$ 96,256,914	\$ 96,256,914

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds

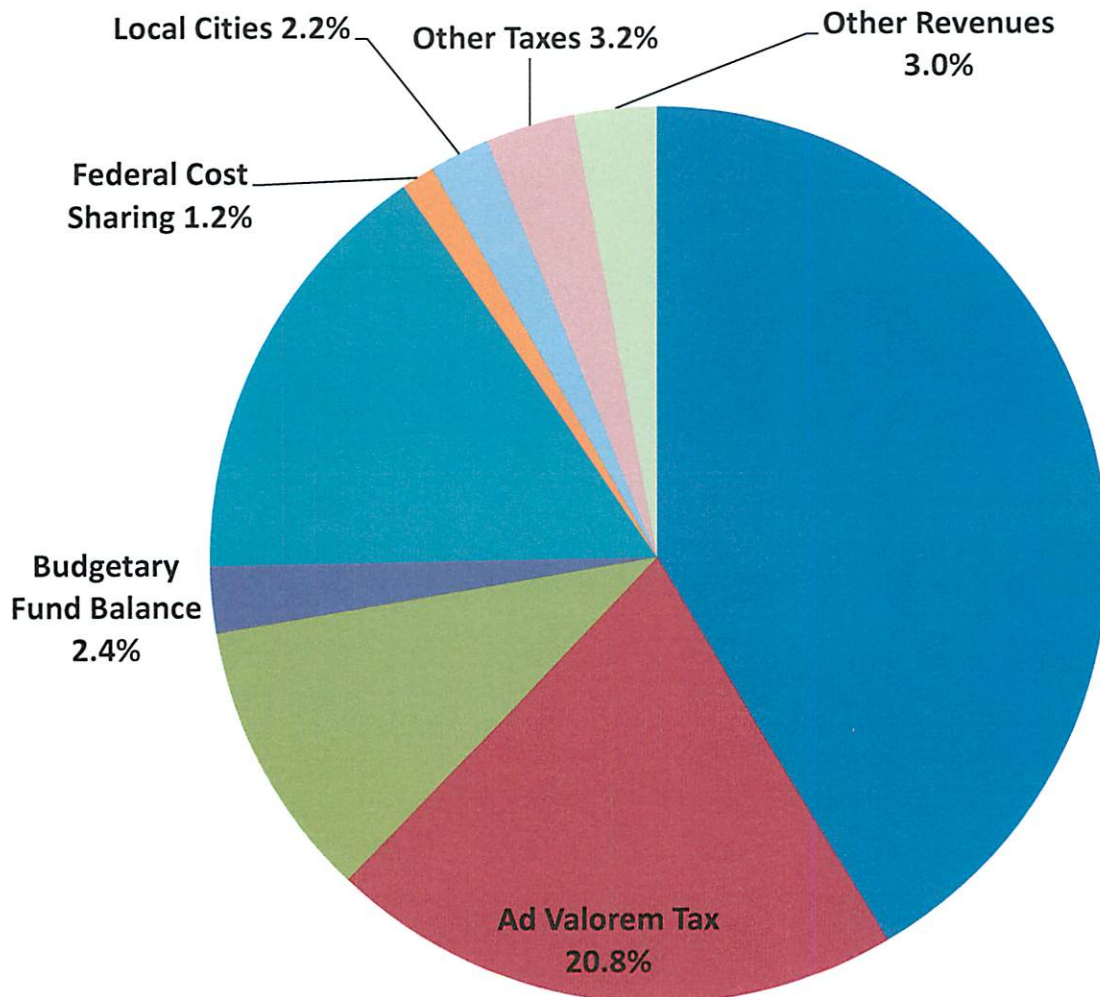
**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Employees' Withholding Tax Fund
Supernumerary Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

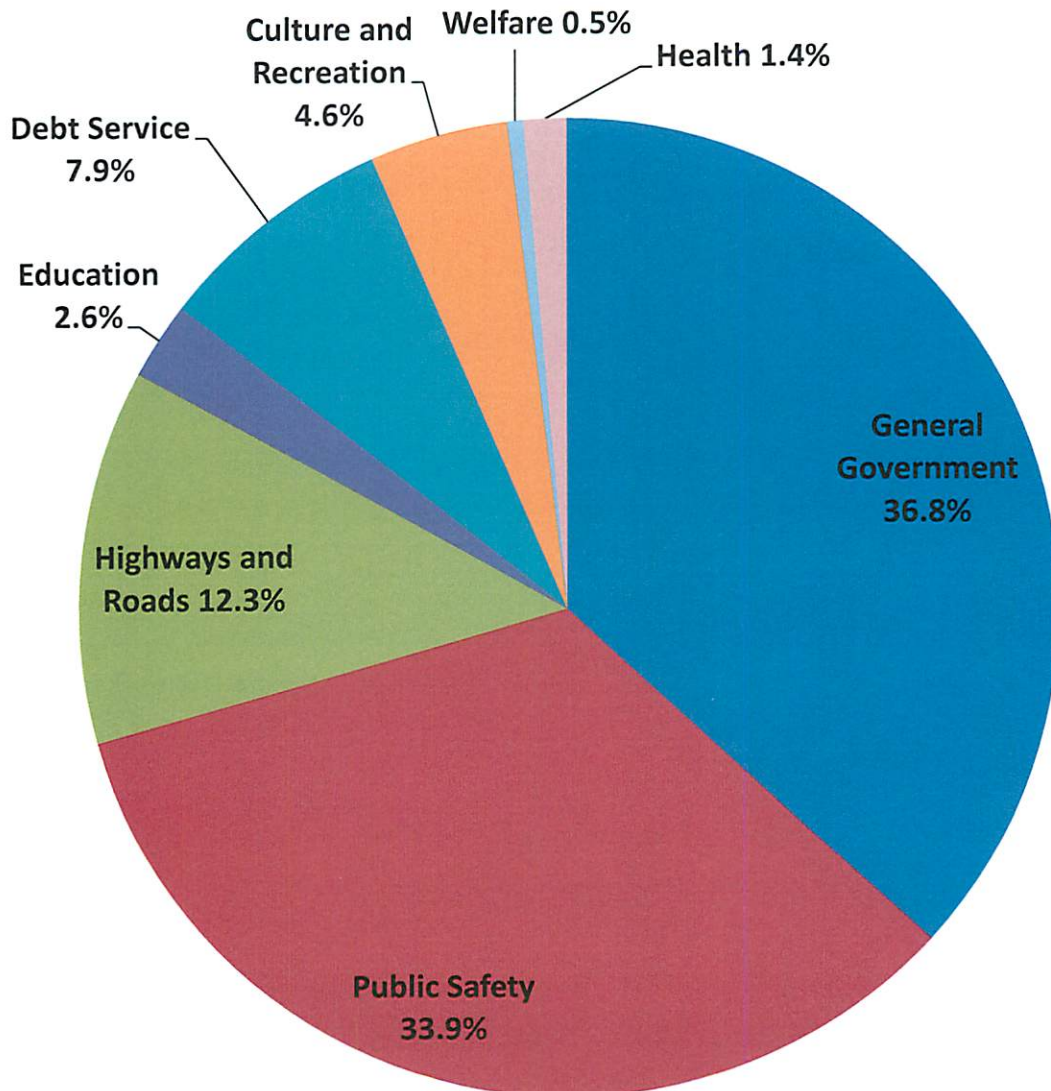
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2013-2014

Type	Percentage	Total
County Sales Tax	41.5%	\$ 39,900,000
Ad Valorem Tax	20.8%	19,976,052
State of Alabama	10.1%	9,744,175
Budgetary Fund Balance	2.4%	2,314,597
Charges for Services	15.7%	15,077,200
Federal Cost Sharing	1.2%	1,140,900
Local Cities	2.2%	2,116,221
Other Taxes	3.2%	3,093,500
Other Revenues	3.0%	2,894,269
Miscellaneous		1,549,847
Interest		93,000
Licenses and Permits		537,540
Board of Education		678,882
Fines and Forfeitures		35,000
	100.00%	\$ 96,256,914



**Montgomery County Commission
Appropriations
2013-2014**

Type	Percentage	Total
General Government	36.8%	\$ 35,388,558
Public Safety	33.9%	32,595,611
Highways and Roads	12.3%	11,880,686
Education	2.6%	2,473,889
Debt Service	7.9%	7,614,622
Culture and Recreation	4.6%	4,405,847
Welfare	0.5%	524,469
Health	1.4%	1,373,232
	<u>100.00%</u>	<u>\$ 96,256,914</u>



**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET
GENERAL FUND**

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 12,800,000
County Sales Tax	39,900,000
Salaries for Revenue Commissioner	247,170
County Beer Tax	185,000
County Wine Tax	3,500
Lodging Tax	2,130,000
Other Tax	775,000
TOTAL TAXES	<u>56,040,670</u>

LICENSE & PERMITS

467,540

INTERGOVERNMENTAL

State Shared Revenue	1,605,890
State Cost Sharing Revenue	1,913,078
Federal Cost Sharing	1,125,900
City Cost Sharing	143,468
TOTAL INTERGOVERNMENTAL	<u>4,788,336</u>

CHARGES FOR SERVICES

Court Fees	469,500
Fees & Commissions - Public Officials	3,901,500
Other Fees & Charges	81,600
TOTAL CHARGES FOR SERVICES	<u>4,452,600</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	13,000
Sales & Rentals	718,741
Other	664,706
TOTAL MISCELLANEOUS	<u>1,396,447</u>

TRANSFERS IN FROM OTHER FUNDS

826,255

TOTAL ESTIMATED REVENUES

\$ 68,006,848

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 812,453
Risk Management	190,490
Public Affairs	94,786
Finance Department	487,828
Judges	414,899
Domestic Relations Court	3,000
Circuit Clerk	24,260
District Clerk	2,000
District Attorney	2,644,942
Pre-Trial/District Attorney	699,151
Court Reporters	167,058
Court Administrators	800
Probate Judge's Office	3,470,155
Revenue Commissioner	1,211,563
Tax and Audit Division	713,919
Support Services	3,090,663
Building Permits	37,296
Election Operating	183,703
Election Administration	425,000
Board of Registrars	272,270
Tax Equalization Board	5,824
Veterans Service Office	1,100
Forestry Commission	12,150
Central Alabama Opportunities Industrialization Center, Inc.	8,750
Industrial Park Utilities/Maintenance	43,000
Industrial Development	21,500
Information Systems	2,020,976
Contingent	25,000
Unemployment Compensation	24,000
TOTAL GENERAL GOVERNMENT	\$ 17,108,536

PUBLIC SAFETY

Sheriff's Office	\$ 12,281,241
Montgomery County Detention Facility	14,928,418
Montgomery City-County Emergency Management Agency	109,829
Coroner's Office	117,280
Youth Facility Net of City Funding	2,602,626
Youth Facility - DYS Subsidy	375,232
Youth Facility - DYS Boot Camp	522,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 31,131,626

SANITATION- Transfer Station & Storm Water Permit	\$ 138,262
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 461,667
Montgomery Area Mental Health Authority	130,000
Family Sunshine Center	31,626
VOCAL	5,000
Animal Shelter	437,500
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,152
Council on Substance Abuse - NCADD	11,657
Mosquito Control	52,618
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,234,970

WELFARE

Transfer of Insane	\$ 7,101
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	3,600
Joint Public Charity Hospital Board	85,000
Indigent Hospitalization Program	160,563
School to Work	35,000
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 424,014

CULTURE & RECREATION

City - County Library	\$ 2,147,162
Pike Road Library net of Town of Pike Road funding	84,719
Montgomery Museum of Fine Arts	1,600,000
Montgomery County Recreation Board	434,279
Boys & Girls Clubs	12,500
Boys & Girls Club - South Central Alabama	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	75,000
TOTAL CULTURE & RECREATION	\$ 4,405,847

MONTGOMERY COUNTY COMMISSION**2013 - 2014 BUDGET****GENERAL FUND****APPROPRIATIONS****EDUCATION**

City/County School Bonds	\$	407,656
Board of Education		440,000
Montgomery Education Foundation		45,000
Auburn Extension Service		112,070
Montgomery Internal Medicine Residency Program (UAB)		22,500
Thelma Morris After School Program		25,000
Latchkey		28,026
YMCA Childcare Program		30,000
Character @ Heart		15,000
TOTAL EDUCATION	\$	<u>1,125,252</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$	1,258,458
In-House Appropriations-Retiree Health & Life Insurance		1,566,600
Reclassification Reserve		(400,000)
Montgomery Co Building Authority 2006/2012 Capital Lease Obligation		4,465,312
Montgomery Energy Conservation Project 2012 G.O. Warrants		267,776
Agency Appropriations-General Government Category		900,235
TOTAL CLASSIFIED BY CHARACTER ONLY		<u>8,058,381</u>

TOTAL APPROPRIATIONS	\$	63,626,888
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TRANSFERS

To Community Corrections Fund		343,909
To Merit Fund		254,380
To General Obligation Warrant Debt Service Funds		3,781,671
TOTAL TRANSFERS	\$	<u>4,379,960</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>68,006,848</u></u>
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EMERGENCY FUND**ESTIMATED REVENUES****MISCELLANEOUS**

Interest	\$	30,000
TOTAL ESTIMATED REVENUES	\$	<u><u>30,000</u></u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$	30,000
TOTAL APPROPRIATIONS	\$	<u><u>30,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$	335,000
Other reimbursements		3,000
Interest		2,000
TOTAL ESTIMATED REVENUES	\$	<u><u>340,000</u></u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$	<u>340,000</u>
TOTAL APPROPRIATIONS	\$	<u><u>340,000</u></u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$	9,580,000
Interest		2,000
TOTAL ESTIMATED REVENUES	\$	<u><u>9,582,000</u></u>

APPROPRIATIONS

Health Care Costs	\$	9,482,000
Budgetary Fund Balance-GASB 45 Reserve		<u>100,000</u>
TOTAL APPROPRIATIONS AND BUDGETARY FUND BALANCE	\$	<u><u>9,582,000</u></u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$	<u>66,000</u>
TOTAL ESTIMATED REVENUES	\$	<u><u>66,000</u></u>

APPROPRIATIONS

Death Benefit Payments	\$	<u>66,000</u>
TOTAL APPROPRIATIONS	\$	<u><u>66,000</u></u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$	415,000
Interest		10,000
TOTAL ESTIMATED REVENUES	\$	<u><u>425,000</u></u>

APPROPRIATIONS

Liability Ins. Costs	\$	<u>425,000</u>
TOTAL APPROPRIATIONS	\$	<u><u>425,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ <u>1,563,000</u>
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	<u>106,610</u>
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MISCELLANEOUS

Other	<u>166,400</u>
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TOTAL MISCELLANEOUS

<u>166,400</u>

TOTAL ESTIMATED REVENUES

\$ <u>1,836,010</u>

TRANSFERS

From Public Highway & Traffic Fund	500,000
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From Public Building/Roads/Bridges	<u>6,733,342</u>
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TOTAL TRANSFERS

<u>7,233,342</u>

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ <u><u>9,069,352</u></u>

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,872,044
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District I	1,493,117
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District II	1,419,400
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District III	1,797,709
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County Engineer's Office	1,057,055
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County Shop	632,104
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Bridge Maintenance	422,923
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Environmental Cleanup	<u>5,000</u>
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TOTAL APPROPRIATIONS

\$ <u>8,699,352</u>

TRANSFERS

To Severance Materials Tax Fund	<u>370,000</u>
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TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>9,069,352</u></u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,250,000
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MISCELLANEOUS

Interest		18,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,268,000</u>
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Budgetary Fund Balance		<u>1,291,597</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,559,597</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	6,733,342
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To General Fund		<u>826,255</u>
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TOTAL TRANSFERS	\$	<u>7,559,597</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,559,597</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	70,000
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State Shared Revenue		276,000
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Charges for Services		<u>70,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>416,000</u>
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Budgetary Fund Balance		<u>84,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	<u>500,000</u>
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TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
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CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	600,000
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Interest		<u>8,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>608,000</u>
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Budgetary Fund Balance		<u>277,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>885,000</u></u>
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APPROPRIATIONS

Buildings Repair and Improvements	\$	445,000
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Debt Service		<u>440,000</u>
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TOTAL APPROPRIATIONS	\$	<u><u>885,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 395,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	921,000
5 cent Gasoline Tax	436,000
Additional excise tax	31,000
TOTAL STATE SHARED REVENUES	\$ 1,898,000

MISCELLANEOUS

Interest	\$ 10,000
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TOTAL ESTIMATED REVENUES

	\$ 1,908,000
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Budgetary Fund Balance

	762,000
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

	\$ 2,670,000
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APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	2,555,000
TOTAL APPROPRIATIONS	\$ 2,670,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 141,334
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TRANSFERS

From Gasoline Tax Fund	370,000
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TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ 511,334
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APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 511,334
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TOTAL APPROPRIATIONS	\$ 511,334
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APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 590,332
Montgomery County	678,882
Board of Education	678,882
Local Cities	1,003,565
TOTAL ESTIMATED REVENUES	\$ 2,951,661

APPROPRIATIONS

General Government	\$ 2,951,661
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TOTAL APPROPRIATIONS	\$ 2,951,661
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES

City of Montgomery	\$ 969,188
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TRANSFERS

Transfer from General Fund	254,380
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TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ <u>1,223,568</u>
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APPROPRIATIONS

General Government	\$ 1,223,568
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TOTAL APPROPRIATIONS	\$ <u>1,223,568</u>
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COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES

Alabama Department of Corrections	\$ 324,500
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Client Fees	155,600
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TOTAL ESTIMATED REVENUES	\$ <u>480,100</u>
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TRANSFERS

Transfer From General Fund	343,909
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TOTAL ESTIMATED REVENUES	\$ <u>824,009</u>
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APPROPRIATIONS

Public Safety	\$ 824,009
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TOTAL APPROPRIATIONS	\$ <u>824,009</u>
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GRANT FUND

ESTIMATED REVENUES

Federal and State Grants	\$ 740,431
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TOTAL ESTIMATED REVENUES	\$ <u>740,431</u>
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APPROPRIATIONS

Grant Appropriations	\$ 740,431
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TOTAL APPROPRIATIONS	\$ <u>740,431</u>
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund	\$	<u>3,612,146</u>
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TOTAL TRANSFERS

\$	<u><u>3,612,146</u></u>
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APPROPRIATIONS

Principal	\$	1,960,000
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Interest		<u>1,652,146</u>
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TOTAL APPROPRIATIONS	\$	<u><u>3,612,146</u></u>
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GENERAL OBLIGATION WARRANTS 2010-A

REVENUE AND TRANSFERS

Transfer from General Fund	\$	<u>1,249,525</u>
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TOTAL REVENUE AND TRANSFERS

\$	<u><u>1,249,525</u></u>
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APPROPRIATIONS

Principal	\$	745,000
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Interest		<u>504,525</u>
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TOTAL APPROPRIATIONS	\$	<u><u>1,249,525</u></u>
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RESOLUTION OF THE MONTGOMERY COUNTY COMMISSION

WHEREAS, the Montgomery County Commission on January 3, 2006 adopted a Resolution implementing a privilege tax for lodging at a rate of ONE DOLLAR (\$1.00) per room or lodging for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, the Montgomery County Commission on September 27, 2010 adopted a Resolution increasing its privilege tax for lodging from a rate of ONE DOLLAR (\$1.00) per room to ONE DOLLAR AND FIFTY CENTS (\$1.50) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, the Montgomery County Commission desires to increase its privilege tax for lodging from a rate of ONE DOLLAR AND FIFTY CENTS (\$1.50) per room to TWO DOLLARS AND TWENTY-FIVE (\$2.25) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, pursuant to Alabama Code § 11-3-11.2, the County Commission may, by ordinance or resolution, administer and collect, or contract for the collection of, any local sales and use taxes or other local county taxes levied or authorized to be levied by a general or local act;

WHEREAS, Montgomery County, by and through the Montgomery County Commission as its governing body, is authorized by a local act, Alabama Act No. 1975-89, to levy and collect privilege license taxes, excise taxes, ad valorem taxes, and sales and use taxes;

BE IT THEREFORE RESOLVED that the Montgomery County privilege tax that is levied upon every person engaging in the business of renting transient lodging, specifically the business of renting or furnishing any rooms or lodgings to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms or lodgings are regularly furnished to transients for a consideration within Montgomery County, is hereby increased from ONE DOLLAR AND FIFTY CENTS (\$1.50) per room to TWO DOLLARS AND TWENTY-FIVE (\$2.25) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration.

BE IT FURTHER RESOLVED that said lodging tax shall become effective on December 1, 2013 and that all resulting funds shall be remitted to the Montgomery County Commission by the 20th of each month from thereon. If said funds are not remitted by the 20th of the month, then a penalty of a minimum of \$50 or 10 percent of the tax, whichever is greater, and a late payment of ten percent of the tax due will be assessed.

Done this ____ day of September, 2013.

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram

Daniel Harris, Jr. --- Vice Chairman

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the ____ day of September, 2013.

Montgomery County Administrator

GASB 54

Fund Balance Commitments

Resolution

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Governmental Accounting Standards; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years beginning after June 15, 2010, and

WHEREAS, the Montgomery County Commission desires to commit certain fund balance reserves in compliance with GASB 54 requirements, and to apply such requirements to its financial statements ending September 30, 2013; and

NOW BE IT RESOLVED that Montgomery County Commission commits the following portions of its September 30, 2013, Fund Balances, as follows:

GENERAL FUND:

- \$ 50,000 is committed for Catoma Community park improvements.
- DHR Rent is committed for DHR Building expenses.
- Workers Compensation Self Insured Account is committed to Workers Compensation Expense and Claims
- Employee Health Insurance Trust Account is committed for Employee/Retiree Health Insurance Plan Costs
- Retiree Life Insurance Account is committed for Retiree Death benefits
- Liability Account is committed for Liability Insurance, claims and related legal expense

CONSTRUCTION PROGRAMS FUND:

- The fund balance is assigned to County construction, equipment and improvement projects

SEVERED MATERIAL SEVERANCE TAX FUND

Available Fund Balance up to \$511,334 is committed to City of Montgomery for payment number 6 under "No Man's Land" agreement.

DONE THIS THE _____ **day of** _____ **2013.**

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

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

September 4, 2013

Mr. Stephen C. Graben, P.E.
Sixth Division Engineer
Alabama Department of Transportation
1525 Coliseum Boulevard
Montgomery, AL 36110

Attn: David B. Bollie, P.E.
Division County Transportation Engineer

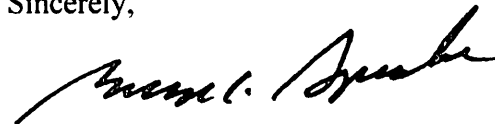
RE: Consultant Selection for County Projects
Construction Engineering and Inspection
IAR-051-000-007
Montgomery County

Dear Mr. Graben,

In accordance with your letter dated August 30, 2013, Montgomery County has selected Goodwyn, Mills and Cawood, Inc. from ALDOT's statewide list of on-call CE&I consultants for the above referenced project. Attached is the agreement between the County and the consultant, which contains the man-day and fee proposal and a copy of their statewide agreement with ALDOT.

This is for your information, review and approval. If you have any questions or need additional information, please contact Mr. James Kelley at 832-1311.

Sincerely,



George C. Speake
County Engineer

GCS/jmk
C: File

STATE OF ALABAMA
Montgomery County

THIS AGREEMENT is made and entered into this the _____ day of _____, 20____ between the **Montgomery County Commission**, (hereinafter called the OWNER), and Goodwyn, Mills, and Cawood, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation (ALDOT) for Project No. **IAR-051-000-007 Industrial Park Boulevard in Montgomery Industrial Park to Benefit DAS North America** AND WHEREAS, the PROJECT provides **Construction Engineering and Inspection for the extension of Industrial Park Boulevard in Montgomery Industrial Park** AND WHEREAS, ALDOT grant eligible activities include construction engineering activities and it has been agreed between the parties that the OWNER retain Goodwyn, Mills, and Cawood, Inc. in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After approval by the State of the plans, contract documents, and authorization to award to the lowest responsible bidder, the ENGINEER will perform Construction and Engineering Services for the **Montgomery County Commission** in accordance with the Engineer's current Construction Engineering and Inspection Services Statewide Agreement as prepared by The Alabama Department of Transportation.

B. Not to Exceed Cost for Construction Engineering:

Ninety Seven Thousand Eight Hundred Sixty Nine and 26/100 (\$97,869.26)

Professional Civil Engineer or P.L.S.	225 Hours @ \$43.00
Project Manager	225 Hours @ \$34.00
Inspector	120 Hours @ \$25.00
Inspector	800 Hours @ \$22.00
Subtotal	\$ 37,925.00
Overhead (134.60%)	\$ 51,047.05
Profit (10%)	\$ 8,897.21
Total Estimated Cost	\$ 97,869.26

Note: In the event that the scope of the project changes, additional services of the ENGINEER is requested, delays in the project due to, but not limited to, utility conflicts, weather, etc., the ENGINEER shall be compensated for any and all additional services rendered at the same rate and manner as regular charges which are in accordance with the terms of the aforementioned Construction Engineering and Inspection Services Statewide Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 20____, and the OWNER on the _____ day of _____, 20____.

OWNER:

ATTEST (SEAL):

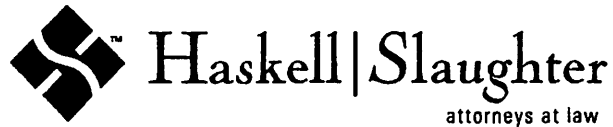
Elton N. Dean, Sr.
Chairman, Montgomery County Commission

ENGINEER:

WITNESS:

David B. Reed, Senior Executive Vice President
Goodwyn, Mills, & Cawood, Inc.

Edward Niel



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
September 11, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery Industrial Park
DAS Project – Access Road Extension Agreements

I have reviewed your September 11, 2013 memorandum and the September 11, 2013 memorandum from George Speake to you regarding the access road extension agreements. I also reviewed the September 4, 2013 letter from George Speake to Stephen Graben with Alabama Department of Transportation (ALDOT) and its attachments. I also reviewed the fully executed agreement between ALDOT and Goodwyn, Mills, and Cawood, Inc. and its exhibits A-N and XYZ.

I have reviewed the 2 page Agreement between Montgomery County Commission and Goodwyn, Mills, and Cawood, Inc for a cost not to exceed Ninety Seven Thousand Eight Hundred Sixty Nine Dollars and 26 cents (\$97,869.26). This agreement is the standard form used by ALDOT. It is my understanding from George Speake's letter that the cost of this work is 100% reimbursable as part of the original grant for the road extension. I realize that the 2 page Agreement does not contain a dispute resolution, but it is my legal opinion that this simple agreement does not require such language and I am fine with the 2 page Agreement without any changes or additions. It is legal and binding upon all the parties.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-387
447493_1

HEALTH SERVICES AGREEMENT

This Health Services Agreement (this "Agreement"), by and between the **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of Alabama ("County"), and **QCHC, Inc.**, an Alabama corporation (the "Provider"), hereby entered into as of the _____ day of _____ 2013.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for providing necessary medicines and medical attention for inmates of the County Detention Facility (hereinafter collective referred to as "Detention Facility"), pursuant to The Code of Alabama 1975, (the "Code") Section 14-6-19;

WHEREAS, County desires to provide necessary medicines and medical attention for inmates in accordance with Code Section 14-6-19, and the County Commission wishes to exercise its authority under Code Section 14-6-20 to elect a physician to attend to the inmates of its Detention Facility;

WHEREAS, Provider is in the business of providing necessary medicines and medical attention in the correctional setting;

WHEREAS, County desires to elect Provider as the supplier of necessary medicines and medical attention for the Detention Facility and enter into this Agreement with Provider to promote this objective under the express terms and conditions hereof; and

WHEREAS, Provider desires to furnish necessary medicines and medical attention for the Detention Facility and enter into this Agreement with County to promote this objective under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

Section 1.1 **Primary Engagement.** County hereby contracts with Provider to provide for the delivery of primary medical services to inmates of the Detention Facility. The primary medical services will be provided to the inmates of the Detention Facility on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of County at the Detention Facility, and Provider enters into this Agreement according to the terms and provisions hereof. This contract is based upon the assumption that the Detention Facility will average 650 inmates monthly, if the population exceeds 700 inmates over a two month period of time

in such an event the parties will agree to enter into negotiations for additional compensation.

Section 1.2 Scope of Primary Services. The scope of primary services provided by Provider is detailed as follows:

- (a) Primary Care. Provider shall provide primary health care services for all persons committed to the custody of the Detention Facility, except those identified in Sections 1.6 and 1.7.
- (b) Timing. The responsibility of Provider for medical care of a inmate commences with the booking and physical placement of said inmate into the Detention Facility. All admission exams, screenings, physical assessments and dental exams will be completed within twenty-four (24) hours of the inmate's arrival. All other examinations and medical service will be conducted within a reasonable time of the request for care.
- (c) Place of Care. All physician sick calls, admission exams, screenings, physical assessments, dental exams and all other primary medical services shall be conducted on-site, at the Detention Facility, unless otherwise addressed herein.
- (d) Preventative and Maintenance Care. Provider shall provide, at its own cost, preventative and maintenance care for all inmates of the Detention Facility, as more specifically described herein.
- (e) Medication. Provider will document the receipt and disbursement of all medication in a manner acceptable to the County. Medications that will not be included in the base price of the contract are HIV, Dialysis, Chemotherapy and Atypical Antipsychotic Drugs. These non-formulary medications will be provided for through the aggregate pool defined in Section 3.1. Pharmaceutical services will be provided by Independent Health Services Pharmacy.
- (f) Education of Inmates. Provider will provide health education services to the inmates. Any services rendered by Provider in the educational context beyond the normal provider-patient setting will be subject to written approval by County.
- (g) Education and Training of Correctional Officers. Provider will provide annual training courses in Cardiopulmonary Resuscitation (CPR), Sudden Custody Death Syndrome and Suicide Prevention. Such annual training courses will be scheduled by County and Provider at a mutually agreed upon time and location.
- (h) First Aid for Correctional Personnel. Provider will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical

stabilization pending the arrival of emergency medical providers. Provider will complete an injury report, in form suitable to County, for every event of service rendered under this Section 1.2(h)

Section 1.3 Specialty Services. In addition to providing the primary services described above, Provider will identify those inmates requiring additional care and notify County immediately. Provider will use its best efforts to provide County access to a physician specialty network through which County may obtain a reduction in the standard fees of the covered specialists. The specialty network will seek to include such medical services as cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by Provider.

(a) Emergency Specialty Services. Where emergency specialty care is required, Provider shall make arrangements with the required specialty provider. Transportation will be handled in accordance with Section 1.4 of this Agreement.

(b) Non-Emergency Specialty Services. Where non-emergency specialty care is required, Provider shall make arrangements with the specialty provider and County shall provide transportation in accordance with Section 1.8 of this Agreement.

(c) Dental Services. Dental Services will be capped at \$41,000 dollars Annually the balance to be funded from the aggregate pool.

Section 1.4 Emergency Services. Provider shall provide, at its own cost, on-site emergency medical care, as medically necessary, to inmates. When medically necessary, Provider shall arrange all emergency ambulance transportation of inmates, the cost of which will be billed directly to County by the ambulance provider. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.

Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.

(a) Provider shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Detention Facility. Furthermore, Provider is not financially responsible for the cost of services outside the Detention Facility for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Detention Facility.

(b) Once a inmate has been medically stabilized and committed to the Detention Facility, Provider will, commencing at that point, then become

financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Detention Facility.

(c) It is expressly understood that Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. Provider shall provide primary medical services to inmates up to, through and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Detention Facility prior to transport to a hospital will not be the financial responsibility of Provider. In any event, Provider shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

Section 1.6 Inmates Outside the Facilities.

(a) The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Detention Facility. No other person(s) shall be the financial responsibility of Provider. Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Detention Facility at night, shall not be included in the daily population count, and shall not be the responsibility of Provider with respect to the payment or the furnishing of their health care services.

(b) The cost of medical services provided to inmates who become ill or are injured while on such temporary release or work release will not then become the financial responsibility of Provider after their return to the Detention Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

Section 1.7 Elective Medical Care. Provider is not responsible for providing elective medical care to inmates, unless expressly contracted for by County. For purposes of the Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of Provider's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

Section 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization and specialty services, County will, upon prior request by Provider, its agents, employees

or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL

Section 2.1 Staffing. Provider shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to inmates at the Detention Facility as described in and required by this Agreement. The personnel provided by Provider will include the following:

- (a) Corporate Medical Director/CEO. The Corporate Medical Director/CEO will be available at all times to the administrative staff of County and to the administrative staff of the Detention Facility. Home phone numbers and cellular phone numbers will be provided by this individual to all necessary administrative contacts.
- (b) Physician. A licensed physician will be at the Detention Facility eight hours (8) hours per week. During the time that a physician is not at the Detention Facility, a physician will be available on call.
- (c) Registered Nurse. 2 FTE Registered Nurses (RN) and one .6 FTE RN will be scheduled during the week. A proposed schedule is attached. See Appendix A.
- (d) Licensed Practical Nurse. 5 FTE Licensed Practical Nurses ("LPN") and 1.2 FTE part-time nurses will be scheduled to work at the Detention Facility. See Appendix A.
- (e) Psychiatry 8 hours per month to be provided by a physician trained in Psychiatry and .5 FTE's per week to be provided by a psychiatric nurse.
- (f) Medical Records Technician 1 FTE.
- (g) Dentist .1 FTE's

Section 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by Provider to render services hereunder shall be licensed, certified or registered, as appropriate. Provider will credential and maintain copies of all continuing medical education and licensure requirements for personnel. Specifically, all personnel will obtain the following:

(a) Current personnel and new employees commencing work at the Detention Facility after the effective date of this Agreement shall be given training to obtain Certified Correctional Health Professional status within six (6) months.

(b) Compliance with all applicable regulations of NCCHC. If the County so desires, Provider will begin the NCCHC accreditation process for the Detention Facility on behalf of County.

(c) All personnel provided or made available by Provider shall be licensed, certified, or registered in their respective areas of expertise as required by applicable Alabama law.

(d) All personnel will obtain required Occupational Safety Health Administration ("OSHA"), Health Insurance Portability and Accountability Act ("HIPAA") and Blood Borne Pathogen training, certification or license.

Section 2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by Provider hereunder, or by any independent contractor, subcontractors or assignee, Provider, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, Provider shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction.

Section 2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Provider or County in the direct rendering of any health care services.

Section 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, Provider may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between Provider and these health care professionals will be that of independent contractor, Provider will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Provider will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Provider shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of Provider under this Agreement, Provider shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

ARTICLE III INFORMATION AND MEDICAL RECORDS

Section 3.1 Inmate Information. Subject to Alabama law, in order to assist Provider in providing the best possible health care services to inmates, County will provide Provider with information pertaining to inmates that Provider and County mutually identify as reasonably necessary for Provider to adequately perform its obligations hereunder.

Section 3.2 Provider Records Available to County with Limitations on Disclosure. Provider shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by Provider in the performance of its obligations hereunder are proprietary in nature and will remain the property of Provider and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by Provider. Proprietary information developed by Provider shall remain the property of Provider.

Section 3.3 County Records Available to Provider with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide Provider, at Provider's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by Provider or as are pertinent to the investigation or defense of any claim related to Provider's conduct. Consistent with applicable law, County will make available to Provider such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as Provider may request. Any such information provided by County to Provider that County considers confidential, and to which County informs Provider, shall be kept confidential by Provider and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

Section 3.4 Medical Records.

(a) Provider shall maintain complete and accurate medical records for each inmate of the Detention Facility. Provider shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the inmate. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records,

Provider shall comply with Alabama law and County's policy with regard to access by inmates and Detention Facility staff to medical records. No information contained in the medical records shall be released by Provider except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide Provider with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

ARTICLE IV: MEETINGS AND REPORTS

Section 4.1 Quarterly Meeting. The Corporate Medical Director/CEO will meet quarterly with the Sheriff and Detention Facility command staff. Such quarterly meetings will include reviewing quality assurance reports, expenses of Provider and County and any other matter applicable to this Agreement the parties wish to discuss.

Section 4.2 Regular Reports by Provider to County. Provider shall provide to County, on a date and in a form mutually acceptable to Provider and County, reports relating to services rendered under this Agreement.

ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

Section 5.1 General. County agrees to provide Provider with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities, and County will provide necessary maintenance and housekeeping of the office space and facilities. It is the responsibility of the provider to inventory existing equipment and then maintain it for future use.

Section 5.2 Delivery of Possession. County will provide to Provider, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Detention Facility. A mutually agreed upon record will be made of all medical and office equipment and supplies present at that time. At the termination of this or any subsequent Agreement, Provider will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Detention Facility prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

Section 5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by Provider during the term of this Agreement shall be purchased by Provider at its own cost. All maintenance and repair of equipment and

instruments will be conducted at Provider's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase Provider's equipment and instruments upon a mutually agreed depreciation schedule.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. This Agreement shall commence on October 1, 2013. Pursuant to Code Section 14-6-20, the initial term of this Agreement shall end on September 30, 2016, and may be extended for additional one-year terms, if mutually agreeable to both parties.

Section 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be canceled without cause by Provider upon sixty (60) days prior written notice in accordance with Section 10.2 of this Agreement.

(c) Termination at Will of County. Pursuant to the Code Section 14-6-20, Provider may be removed at the will of the County Commission.

(d) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

Section 6.3 Transition. In the event that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process and produce a written plan of transition.

Section 6.4 Responsibility for Inmate Health Care. Upon the effective date of termination of this Agreement, all responsibility for providing health care services to all inmates will immediately transfer from Provider to County.

ARTICLE VII. COMPENSATION

Section 7.1 Compensation

(a) Base Compensation County will pay to Provider the annualized base price of \$1,746,318.12. County will pay to Provider the monthly base price of \$145,526.51 during the initial term of this Agreement, payable monthly. During the second year of the contract, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index (CPI), but not to exceed 3% over the first year's price. During the third year, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index (CPI), but not to exceed 3% over the second year's price. Provider will bill County prior to the month in which services are to be rendered. County agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be pro-rated accordingly for the shortened month.

(b) Cost Pool Out of the \$436,579.53 quarterly cost for healthcare services, a total amount of \$68,750.00 per quarter of this Agreement is allocated to a cost pool. This pool is to be used for non-formulary drugs as described in 1.2(e) the balance of the monies in this pool shall go to provide for any dental services exceeding the \$10,250.00 dollar quarterly budget and for the off-site care of the covered inmates.

QCHC's liability for costs associated with the health care services for inmates rendered outside the Detention Facility and for non-formulary pharmaceuticals for inmates inside the Detention Facility will be limited each quarter of the term of this agreement by this cost pool. If the cost of all care described in this paragraph exceed the amount within any said quarter of **\$68,750.00**, then QCHC will review all costs and claims for payment to determine that such costs and claims are proper, pay for the additional costs and claims and submit invoices supporting the payments to the County along with an invoice for 100% of the costs in excess of \$68,750.00 for said quarter.

If the cost of all care described in this paragraph do not exceed the amount within in any said quarter of **\$68,750.00**, the remaining balance shall be added to the following quarter. For example, upon the completion of Quarter 1 there remains a pool balance of \$20,000.00. Quarter 2 beginning pool balance would be increased by the remaining amount to \$88,750.00. Upon completion of the 4th Quarter of a contract year any remaining pool funds shall be retained by QCHC.

The excess medical insurance coverage will be provided by Montgomery County under separate contract.

Section 7.2 Inmates From Other Jurisdictions. Medical care rendered within the Detention Facility to inmates from jurisdictions outside Montgomery County, and housed in the Detention Facility pursuant to written contracts between County and such

other jurisdictions or the State of Alabama, or by statute will be the responsibility of Provider, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Detention Facility will be arranged by Provider, but Provider shall have no financial responsibility for such services to those inmates.

Section 7.3 Responsibility For Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than Provider, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release. Injuries to County inmates, from whatever cause, assigned to work crews and while performing labor for County are likewise excluded from Provider's responsibility.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

Section 8.1 Insurance. At all times during this Agreement, Provider shall maintain professional liability insurance covering Provider and its employees for its work at the Detention Facility in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. At all times during this Agreement, Provider shall maintain general liability insurance covering Provider and its employees for its work at the Detention Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, Provider will notify County in writing. Provider will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with County. Upon written request, Provider shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

Section 8.2 Lawsuits Against County. In the event that any lawsuit is filed against County, its elected officials, employees and agents based on or containing any allegations concerning Provider's medical care of inmates and the performance of Provider's employees, agents, subcontractors or assignees, the parties agree that Provider, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

Section 8.3 Hold Harmless.

(a) Provider agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages,

judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of primary health care services conducted by Provider, it being the express understanding of the parties hereto that Provider shall provide the actual primary health care services. County shall promptly notify Provider of any incident, claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but Provider shall retain sole control of the defense while the action is pending, to the extent allowed by law.

(b) Notwithstanding the foregoing, County does hereby agree to indemnify and hold harmless Provider, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Detention Facility, the County or their employees.

ARTICLE IX: SECURITY

Section 9.1 General. Provider and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of Provider as well as for the security of inmates and County's staff. County will take all reasonable steps to provide sufficient security to enable Provider to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and Provider that the provision of security and safety for Provider personnel is a continuing precondition of Provider's obligation to provide its services in a routine, timely and proper fashion.

Section 9.2 Loss of or Damage to Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of Provider, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of County, its employees, or agents.

Section 9.3 Off-Site Security. County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any inmate between the Detention Facility and any other location for off-site services as contemplated herein.

ARTICLE X: MISCELLANEOUS

Section 10.1 Independent Contractor Status. The parties acknowledge that Provider is an independent contractor engaged to provide medical care to inmates at the Detention Facility. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.

Section 10.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Montgomery County
 P. O. box 1667
 Montgomery, AL 36102

QCHC, Inc.: Dr. Johnny E. Bates
 200 Narrows Pkwy Suite A
 Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

Section 10.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama, except as specifically noted.

Section 10.4 Dispute Resolution If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and QCHC, Inc.

Section 10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

Section 10.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

Section 10.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Section 10.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that Provider is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Detention Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

Section 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 10.10 Liaison. The Sheriff shall serve as the liaison with Provider.

Section 10.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

Section 10.12 Time of Essence. Time is and shall be of the essence for this Agreement.

Section 10.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

Section 10.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Section 10.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law on in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of the Montgomery County Commission, a political subdivision of the State of Alabama, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, ___ executed the same voluntarily for and as the act of said Montgomery County Commission, on the day the same bears date.

Given under my hand this _____ day of _____.

Notary Public _____

My Commission Expires: _____

QCHC, INC.

By: _____

Its: _____

STATE OF ALABAMA

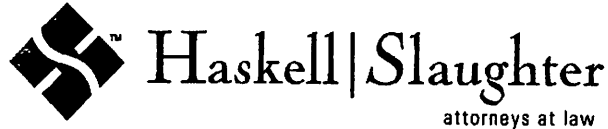
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of QCHC, Inc., an Alabama corporation, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, ___ executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this _____ day of _____.

Notary Public _____

My Commission Expires: _____



MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

August 30, 2013

TTC

TO: Donnie Mims
FROM: Tommy Gallion
RE: Quality Correctional Health Care (QCHC, Inc)
Health Services Agreement

I have reviewed your August 29, 2013 memorandum and the August 21, 2013 e-mail from Scott Kramer outlining the three changes to the new contract. I also reviewed by prior correspondence from February 21, 2007 on this matter. I have reviewed proposed 2013 Health Services Agreement. I agree with Scott Kramer's changes in toto.

Page 13 requires the address for Montgomery County, which needs to be added. Also Section 10.5 Arbitration needs to be eliminated as it conflicts with Section 10.4 Dispute Resolution. Renumbering the remaining paragraphs will be necessary. The rest of agreement is fine, legal and binding upon all the parties.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. After the above corrections have been made, I see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
4847681_1



INSURANCE PROPOSAL				
To: Colonial Insurance 5251 Hampstead High St, Unit 200 Montgomery AL 36116-0000 Attn: Junie Pierce		From: Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 1300 Minneapolis, MN 55402-3332		
Proposal For: Montgomery County Commission		Proposal Expires On: 10/1/2013		
ONE YEAR PROPOSAL				
OPTION 1				
X	Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.			
OPTION 2				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$5,000,000 /Occ	\$750,000 /Occ	\$170,512	\$5,115	\$175,627
\$5,000,000 /Agg				
OPTION 3				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$0 /Occ	\$0	\$0	\$0
\$0 /Agg				
OPTION 4				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$0 /Occ	\$0	\$0	\$0
\$0 /Agg				
SPECIAL TERMS AND CONDITIONS				
Occurrence Policy Form				
⇒ The quoted premium is net of commission. ⇒ All premiums are due at the inception date of the policy. ⇒ Premiums will be annually ratered to reflect experience and exposure. ⇒ TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply. ⇒ A coverage exclusion for Mold. ⇒ Lead Exclusion ⇒ Asbestos Exclusion Amendatory Endorsement ⇒ Policy Condition providing for Government Tort Cap & Immunity protection. ⇒ Coverage exclusion for nursing homes ⇒ Defense Costs Outside the Limit Endorsement ⇒ Land Use Exclusion Endorsement ⇒ Modified Definition of Damages & Earned Wages Definition End ⇒ All other terms and conditions remain the same.				
*** Please see attached for any additional terms and conditions.				
 Signed				8/27/2013 Date

Montgomery County Commission (AL)

Excess Workers' Compensation Quotation

Carrier: **Safety National Casualty Corporation (A.M. Best Rating A+ (Superior) Financial Size XII)**

Policy Period: **October 1, 2013 to October 1, 2014**

CONTRACT TERMS	Current Program	Option 1	Option 2	% of Change Option 1
Estimated Annual Payroll	33,738,532	34,874,187	34,874,187	3.37%
Manual Premium	1,207,681	1,198,160	1,198,160	
SNCC Experience Modification Factor	1.00	1.00	1.00	
Standard Premium	1,207,681	1,198,160	1,198,160	-0.79%
Self Insured Retention - All Other	600,000	600,000	600,000	
Self Insured Retention - Police Officers	600,000	600,000	750,000	
Specific Excess Limit	Statutory	Statutory	Statutory	
Employers' Liability Limit	1,000,000	1,000,000	1,000,000	
Premium Rate (Per \$100 Payroll)	0.1950	0.2315	0.2006	18.72%
Term Minimum Premium	62,501	76,697	66,460	22.71%
Deposit Premium	65,790	80,734	69,958	22.71%

Endorsements:

Self-Insured Retention Per Occurrence - Police Officers & Drivers (Option 2)
 Incidental Longshoremen's and Harbor Workers' Compensation Act Coverage Endorsement
 Voluntary Compensation Endorsement - Premium Delineation
 Revisions To Service and Administration Section - Quarterly
 Policyholder Disclosure Notice of Terrorism Insurance Coverage
 Alabama Mandatory Endorsement(s), if applicable

Contingencies:

The quotations are subject to the following:

1. Full Employee Concentration details. The spreadsheet attached as missing information
2. The number of police cars that the county own and operate, to be received prior to or upon binding the renewal coverage.
3. Details of the indicated group employee transportation exposure.
4. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism loss exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%.
5. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding (See Attached)



INSURANCE PROPOSAL for Montgomery County Commission

To: Stephanie Henderson

From: Kendra P. McQueen

At: Colonial Insurance Agency

Date: 27 Aug 2013

A. POLICY TERM:

01-October-2013 to 01-October-2014

B. NAMED INSURED:

Montgomery County Commission, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed \$190,000,000 as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

1. All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

Location Schedule:

1. 100 & 101 South Lawrence Street, Montgomery, AL, 36104, Index No. 085756.09
2. 131 South Perry Street, Montgomery, AL, 36104, Index No. 085758.26
3. 1111 Air Base Boulevard, Montgomery, AL, 36108, Index No. 085756.34
4. 225 & 250 S. McDonough Street and 251 S. Lawrence Street, Montgomery, AL, 36104, Index No. 085756.10
5. 125 Washington Avenue, Montgomery, AL, 36104, Index No. 085758.28
6. 200 Scott Street, Montgomery, AL, 36104, Index No. 085756.86
7. 3075 Mobile Highway, Montgomery, AL, 36108

2. All risks of direct physical loss or damage, as defined and limited herein, not to exceed the limits of liability specified for all coverages indicated and including Extensions of Coverage applying at the following described locations:

See Attached Location Schedule and Limits of Liability

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability. For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1. \$30,000,000 Earth Movement (Annual Aggregate, for all coverages provided)
2. \$30,000,000 Flood (Annual Aggregate, for all coverages provided)
3. \$5,253,000 Extra Expense, not to exceed:
\$250,000 Combined for locations in Item 2 of Section D. INSURANCE PROVIDED
4. \$2,400,000 Electronic Data Processing Hardware

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 4

DATE: Sept. 3, 2013

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

-Contract is hereby extended for a three (3) month period, beginning October 1, 2013 and ending December 31, 2013.

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

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION**

ABSTRACT FOR BIDS:			BID NO		BID NO		BID NO		BID NO	
INVITATION TO BID NO: 51600-13B-028										
DATE ISSUED: September 5, 2013										
DATE OPENED: September 5, 2013										
REQUESTING DEPARTMENT: Engineering Department										
TERMS OF PAYMENT/DISCOUNT:										
DELIVERY DATE:										
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Item No. 405A-00 6,666 Gallons Tack Coat	6,666 Gallons	4.75	31663.50	2.80	18,664.80	2.90	19,331.40		
2	Item No. 408A-052 7,654 S.Y. Planning Existing Pavement	7,654 S.Y.	1.30	9,938.50	1.55	11,849.75	2.35	17,965.75		
3	Item No. 424A-360 17,499 Tons Superpave Bituminous Concrete Wearing Surface Layer	17,499 Tons	56.50	998,693.50	57.35	1,003,567.65	64.80	1,133,935.20		
4	Item No. 600A-000 1 Lump Sum Construction Fuel	1 Lump Sum	10,000	10,000	40,400	40,400	18,000	18,000		
5	Item No. 698A-000 Constr Fuel	1 Lump Sum	0	0	0	0	.01	.01		
6	Item No. 740B-000 Construction Signs	1,019 S.F.	6.54	6664.26	3.00	3,057.00	.01	10.19		
7	Item No. 7400-000 1 Each Pilot Car	1 Each	1,000	1,000	2,700	2,700	9,000	9,000		
TOTAL BID AMOUNT:				1,047,959.76		1,080,239.20		1,198,242.55		

COMMENTS: There was only 3 bids picked up.

BIDSHEET.XLS

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID									
BID NO. 52110-13B-027				J. WRIGHT'S AUTOMOTIVE - ATTN: JULIUS WRIGHT - PHONE #262-4964;		BEST BUY AUTOMOTIVE & TIRE - ATTN: ROBERT L. JONES - PHONE #244-8083		NO BID RECEIVED: STIEVERS FORD													
ISSUED DATE: AGUST 5, 2013																					
BID OPENING : AUGUST 20, 2013																					
SHERIFF																					
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	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT						
1	CONV OIL 5 QT	EA	1	\$27.72	\$27.72	\$25.99	\$25.99														
2	CONV OIL 6 QT	EA	1	\$30.91	\$30.91	\$29.59	\$29.59														
3	CONV OIL 7 QT	EA	1	\$34.09	\$34.09	\$33.19	\$33.19														
4	SYN. OIL 5WX20	EA	1	\$36.41	\$36.41	\$59.99	\$59.99														
5	SYN OIL 5 X 20 6 QT	EA	1	\$41.33	\$41.33	\$65.98	\$65.98														
6	SYN OIL 7 QT	EA	1	\$46.24	\$46.24	\$71.97	\$71.97														
7	AIR FILTER CHEV/GM	EA	1	\$16.89	\$16.89	\$15.00	\$15.00														
8	AIR FILTER FORD	EA	1	\$11.85	\$11.85	\$10.00	\$10.00														
9	AIR FILT;DODGE INTR	EA	1	\$11.85	\$11.85	\$15.00	\$15.00														
10	AIR FIL;CAD HEARSE	EA	1	\$12.00	\$12.00	\$15.00	\$15.00														
11	TIRE ROTATION	EA	1	\$6.00	\$6.00	\$10.00	\$10.00														
12	DIESEL ENG OIL CHG	EA	1	\$111.50	\$111.50	\$99.99	\$99.99														
13	WINDSHIELD WASH	EA	1	\$1.44	\$1.44	INCLUDED															
13	POWER STEER	EA	1	\$1.00	\$1.00	INCLUDED															
14	BRAKE FLUID	EA	1	\$1.00	\$1.00	INCLUDED															
15	TRANSMISSION	EA	1	\$3.25	\$3.25	INCLUDED															
16	50/50 ANTI-FREEZE	EA	1	\$10.98	\$10.98	INCLUDED															
17	DIFFERENTIAL FLUID	EA	1	\$9.99	\$9.99	INCLUDED															
TOTAL BID AMOUNTS																					

Notes:

13-2

ORIGINAL

POSITION FILL REQUEST

COMPLETE ACTION DATES

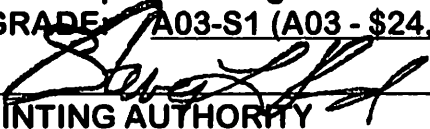
1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed

SUPERVISOR: William D. Flowers, III

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016034
PROPOSED EFFECTIVE DATE: 9/2/2013
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03 - \$24,414 - \$34,753) (S1-\$24,414).


APPOINTING AUTHORITY

8/26/2013
Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: August 26, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *08/26/13*

RE: Irregular Step Pay Increase For Twyla Jackson, Revenue Auditor

This memorandum is being submitted to respectfully request consideration be given toward approving a one-step Irregular Step Pay Increase for Twyla Jackson, Revenue Auditor, in the Tax & Audit Department. During the extended time that both I and our Senior Revenue Auditor were out on leave this summer, Ms. Jackson demonstrated leadership and initiative in working to maintain the day to day workflow in our office and by providing direction and training to our staff. During the time I was out, Ms. Jackson maintained close contact with me on a daily basis to ensure that priorities within the Tax & Audit Department were identified, communicated to staff and timely completed. During this same time, Ms. Jackson not only excelled in accomplishing various and numerous reconciliation tasks and her audit assignments in a timely manner but she also successfully demonstrated her knowledge and ability to ensure that our month end reports were accurately and timely finalized and submitted each month. Additionally, Ms. Jackson has completed the ALTIST Training required to obtain certification as a Certified Revenue Examiner. I believe we have a vested interest to ensure that our highly trained employees are retained. As such, I respectfully request consideration for the approval of a one-step irregular pay increase for Twyla Jackson from Pay Grade A07, Step 3, to Pay Grade A07, Step 4, effective with the pay period beginning September 16, 2013.

Please discuss this matter with the Montgomery County Commission at your earliest convenience. I would greatly appreciate your assistance in getting this matter added to the agenda for discussion at the next Montgomery County Commission meeting on Tuesday, September 3, 2013, or as soon as possible thereafter. Thank you in advance for your prompt consideration, action and response to this request.

tah

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 16 2013

Request # 2

Date: September 9, 2013
To: Donald L. Mims, Administrator
From: George M. Noblin, Board of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: October 23, 2013 Return Date: October 24, 2013

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Attend Alabama Law Institute (ALI) Election Conference for Boards of Registrars

Traveler (s) Name: 1. George M. Noblin 4. _____
2. Lee Sellers 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$847.00 Advance Registration Required: \$450.00

Department Name: Board of Registrars Fund Name: General Fund 001-51920

Additional Comments: Mileage, Lodging & Meals

All expenses will come from the 2014 Budget.

To: George M. Noblin, Board of Registrars

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$847.00 and advance registration of \$450.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51920.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,500.00</u>
Approved Requests:	<u>\$644.00</u>
Budget Available:	<u>\$856.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$856.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/11/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

SEP 16 2013

Date: September 10, 2013
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: October 24, 2013 Return Date: October 25, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To attend the 2013 Election Conference

Traveler (s) Name: 1. Steven L. Reed 4. _____
2. William Flowers, III 5. _____
3. Daniel Baxter 6. _____

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

Total (est.) Cost: \$1,836.00 Advance Registration Required: \$675.00

Department Name: Probate Fund Name: Probate

Additional Comments: \$1,224.00 from (001-51300-265)
\$612.00 from (001-51910-265)
All expenses will be paid from the 2014 Budget

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,836.00 and advance registration of \$675.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51300.265 001-51910.265</u>	
Description:	<u>Reg & Training Reg & Training</u>	
Current Budget:	<u>\$10,548.00</u>	<u>\$1,500.00</u>
Approved Requests:	<u>\$10,547.08</u>	<u>\$1,246.46</u>
Budget Available:	<u>\$0.92</u>	<u>\$253.54</u>
Current Requests:	<u>\$0.00</u>	<u>\$0.00</u>
Budget Balance:	<u>\$0.92</u>	<u>\$253.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/10/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

SEP 16 2013

Date: September 12, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA

Departure Date: October 7, 2013

Return Date: October 10, 2013

Conference Leave (Days / Hours): 4-day

Purpose of Travel: General Appraiser Report Writing and Case Studies

Traveler (s) Name: 1. Terry Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$995.00

Advance Registration Required: \$595.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments: Registration fee of \$595.00

Mileage/food of \$400.00

All Expenses will be paid from the 2014 Budget

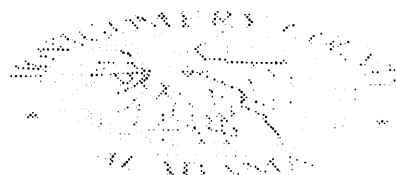
To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$995.00 and advance registration of \$595.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$11,495.78</u>
Budget Available:	<u>\$18,504.22</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$18,504.22</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/12/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 66

Agenda

SEP 16 2013

Date: September 11, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: September 20, 2013 Return Date: September 20, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Jury Instructional Meeting

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$0.00

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

Additional Comments: Ms Brooks Would Like the Option of Using Either Vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 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 & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$44,746.71</u>
Budget Available:	<u>\$253.29</u>
Current Requests:	<u>\$125.00</u>
Budget Balance:	<u>\$128.29</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/12/2013

cc: Finance Director / Buyer

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

BUDGET FORM 5
Agenda

SEP 16 2013

REQUEST NUMBER 34

DEPARTMENT: County Commission Appropriations REVIEWED: S. Thomas 9/10/2013
DATE: 9/10/2013 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED:

Elected Official/Dept. Head ACCOUNT NAME	ACCOUNT NUMBER	Administrator CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET	Date
Legal Services	001-51100.305	0	130,000	130,000	
Legal Services	001-51500.305	6,000	7,776	13,776	
Legal Services	001-51800.305	0	32,477	32,477	
Legal Services	001-52110.305	5,197	3,188	8,385	
Legal Services	001-52200.305	0	700	700	
Legal Services	001-52602.305	2,000	4,266	6,266	
Circuit Clerk Social Security	001-51220.124	1,199	447	1,646	
Circuit Clerk Telephone	001-51220.251	900	(138)	762	
Elected Official Salaries	001-51210.111	40,054	85	40,139	
Elected Official Social Security	001-51210.124	3,069	2	3,071	
Elected Official telephone	001-51210.251	2,000	(87)	1,913	
Court Reporters salaries	001-51280.110	171,600	(31,200)	140,400	
Court Reporters retirement	001-51280.121	18,865	(3,400)	15,465	
Court Reporters social security	001-51280.124	13,145	(2,300)	10,845	
Court Reporters workers comp	001-51280.125	312	(312)	0	
Court Administrator's telephone	001-51292.251	700	114	814	
Election Absentee Voting exp	001-51912.416	11,500	797	12,297	
Support Services Copy Machine	001-51901.223	3,000	120	3,120	
Support Services Electric	001-51901.244	603,020	(40,000)	563,020	
Support Services Natural Gas	001-51901.245	80,700	(33,000)	47,700	
Support Services Bldg Insurance	001-51901.271	117,843	(20,548)	97,295	
Support Services Janitorial supplies	001-51920.216	24,500	1,000	25,500	
Industrial Incentives Other	001-51955.446	0	102,486	102,486	
Industrial Park Groundkeeping	001-51956.208	30,000	(15,000)	15,000	
Retiree health insurance	001-51966.127	1,366,500	62,475	1,428,975	
Support Service Health Insurance	001-51901.122	226,800	(9,000)	217,800	
Information Systems Health Insurance	001-51965.122	75,600	(10,000)	65,600	
Sheriff's Office Health Insurance	001-52110.122	1,089,900	(50,000)	1,039,900	
Detention Facility Health Insurance	001-52200.122	1,348,200	(160,000)	1,188,200	

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 34

DEPARTMENT: County Commission Appropriations REVIEWED: S. Thomas 9/10/2013

DATE: 9/10/2013 Finance Director Date

REQUESTED BY: Donald Mims, Administrator APPROVED:

Elected Official/Dept. Head ACCOUNT NAME	ACCOUNT NUMBER	Administrator CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET	Date
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Unemployment Compensation tax	001-51995.126	36,000	(29,000)	7,000	
Mosquito Control	001-55600.212	3,329	100	3,429	
Mosquito Control Travel & Reg	001-55600.265	1,055	44	1,099	
Pauper Burial	001-56300.424	3,200	2,200	5,400	
DHR Bldg Repairs	001-56600.231	0	9,500	9,500	
Extension Service Building rental	001-58200.221	56,055	6,981	63,036	
Long Term Debt Principal	001-59103.600	1,409,904	240,000	1,649,904	
Long Term Debt Interest	001-59103.630	3,321,142	(238,672)	3,082,470	
In House Appro-other supplies	001-59310.219	1,990	1,931	3,921	
Building Rentals-Probate East	001-59310.221	0	45,067	45,067	
Electricity-Probate East	001-59310.244	0	1,119	1,119	
Water & Sewer-Probate East	001-59310.246	0	206	206	
Telephone-Probate East	001-59310.251	0	6,686	6,686	
Courthouse Security Contract	001-59315.187	237,000	18,063	255,063	
Repair & Maintenance-Software	001-59310.240	95,000	(7,109)	87,891	
Bank/Trustee Fees	001-59310.329	20,000	(8,000)	12,000	
In House Contract Services	001-59310.304	97,500	(10,000)	87,500	
County Commission Advertising	001-51100.253	1,000	4,174	5,174	
Sheriff's Office Fuel	001-52110.212	380,057	80,000	460,057	
Restricted Fund Balance DHR	001.34911		(9,500)		
Fund Balance	001.35900		(84,738)		
TOTAL		10,905,836	0	10,905,836	

JUSTIFICATION

Realign in house budgets to cover legal expense, industrial incentives and other amounts.

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 35

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	9/10/2013
DATE:	9/10/2013	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Capital Improvement Fund				
Annex I Family Court Renovations-Construction Costs	116-51212.523	1,024,000	(3,586)	1,020,414
Annex I Family Court Renovations-Architect	116-51212.524	71,152	3,586	74,738
Construction Fund				
Annex I Projects-Repair/Main Bldgs	206-51101.231	0	256,548	256,548
Annex I Projects-Repair/Main Misc	206-51101.242	0	1,823	1,823
Annex I Projects-Advertising	206-51101.253	0	972	972
Annex I Projects-Architect/Eng fees	206-51101.523	0	12,019	12,019
Annex I Projects-Improvements	206-51101.531	0	4,477	4,477
Annex III- Contract Services	206-51103.304	0	41,493	41,493
Annex III- Other Equipment	206-51103.591	8,500	(8,500)	0
Schneider Electric Project	206-51109.531	0	1,830,000	1,830,000
Probate East-Equipment	206-51300.400	10,025	(10,025)	0
Probate East- Other Costs	206-51300.523	0	160,814	160,814
Probate East- Bldg Renovations	206-51300.524	21,033	692,375	713,408
Detention Facility- Bldg repairs	206-52200.231	15,000	7,800	22,800
Youth Facility-Advertising	206-52602.253	0	1,751	1,751
Youth Facility-Architect/Eng fees	206-52602.523	0	481,192	481,192
Fund Balance	206.35900		(3,472,739)	
				0
TOTAL		1,149,710	0	4,622,449

JUSTIFICATION:

Realign the budget to cover project expenses and projects not budgeted for during the year.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

BUDGET FORM 5

Agenda

SEP 16 2013

REQUEST NUMBER 36

County Commission

DEPARTMENT: Appropriations	REVIEWED: S. Thomas	9/10/2013
DATE: 9/10/2013	Finance Director	Date
REQUESTED BY: Donald Mims, Administrator	APPROVED:	
Elected Official/Dept. Head	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland Security grant exp	125-52605.499	400,000	300,000	700,000
Homeland Security Grant Rev	125-40000.44710	(400,000)	(300,000)	(700,000)
Fingerprint enhancement Grant	125-52705.592	0	16,110	16,110
Fingerprint enhancement Grant Revenue	125-40000.44718	0	(16,110)	(16,110)
2011 ICE Grant	125-52709.499	0	8,717	8,717
2011 ICE Grant Revenue	125-40000.44772	0	(8,717)	(8,717)
COPS 2010 Earmark Grant	125-52716.499	0	1,722	1,722
COPS 2010 Earmark Revenue	125-40000.44176	0	(1,722)	(1,722)
Bulletproof Vest Grant	125-52718.592	0	2,991	2,991
Bulletproof Vest Revenue	125-40000.44725	0	(2,991)	(2,991)
2011 JAG local grant	125-52719.592	0	22,108	22,108
2011 JAG local grant revenue	125-40000.44719	0	(22,108)	(22,108)
Community Corrections grant	125-52970.304	10,000	8,117	18,117
Community Corr Grant Revenue	125-40000.44768	(10,000)	(8,117)	(18,117)
Weatherization DOE 028-12	125-56709.238	0	159,168	159,168
Weatherization DOE 028-12 Rev	125-40000.44782	0	(159,168)	(159,168)
Housing Rehab-Eastwood Villa	125-56713.238	0	93,445	93,445
Housing Rehab-Eastwood Revenue	125-40000.44784	0	(93,445)	(93,445)
Achieve Grant-Supplies	125-52207.219	0	905	905
Achieve Grant-Travel	125-52207.265	0	449	449
Achieve Grant Revenue	125-40000.44752	0	(1,354)	(1,354)
		0		0
TOTAL		0	0	0

JUSTIFICATION:

To budget Grant expenditures and related budget grant revenue.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/10/2013
DATE:	9/10/2013	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Commission				
Life Insurance	001-51100.123	649	80	729
Social Security	001-51100.124	39,707	(80)	39,627
Repairs & Maintenance	001-51100.233	400	200	600
Cell phone	001-51100.255	4,600	385	4,985
Insurance-Public Officials	001-51100.275	2,824	25	2,849
Surety bonds	001-51100.273	750	(41)	709
Dues	001-51100.303	19,000	216	19,216
Subscriptions	001-51100.409	303	329	632
Telephone	001-51100.251	3,900	-300	3,600
Office Supplies	001-51100.211	10,375	-814	9,561
Contingency Fund				0
Employee Benefit Incentives	001-51988.141	1,000	-1,000	0
Employee Benefit Awards	001-51988.142	2,000	-893	1,107
Postage	001-51988.252	0	1	1
Travel & Training	001-51988.265	0	92	92
Contract Services	001-51988.304	0	1,800	1,800
				0
				0
				0
				0
				0
				0
TOTAL		85,508	0	85,508

JUSTIFICATION:

To realign budgets to cover shortages.

SEP 16 2013
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

9/9/2013 REQUEST NUMBER 2

DEPARTMENT:	Detention Facility	REVIEWED:	S. Thomas	9/11/2013
			Finance Director	Date
REQUESTED BY:	Colonel Wanda Robinson, Director	APPROVED:		
	Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maintenance Bldgs./Impr.	001-52200-231	125,000.00	(17,000.00)	108,000.00
Travel-Registration & Training	001-5200-265	15,000.00	(7,520.00)	7,480.00
Office Supplies	001-52200-211	30,200.00	4,600.00	34,800.00
Other Miscellaneous Supplies	001-52200-219	15,000.00	4,520.00	19,520.00
Contract Services	001-52200-304	85,000.00	8,700.00	93,700.00
Medical & Dental Services	001-52200-158	1,862,504.00	6,700.00	1,869,204.00
				-
				-
				-
				-
			0	
				0
				0
TOTAL		2,132,704.00	-	2,132,704.00

JUSTIFICATION:

TO COVER COST OF MEDICAL, DENTAL , CONTRACT SERVICES AND OTHER MISCELLANEOUS SUPPLIES

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	9/3/13
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Wide Equipment	111-53100-561	24,576	(8,765)	15,811
Other Equip. Purchases	111-53199-591	0	8,765	8,765
TOTAL		24,576	0	24,576

JUSTIFICATION:

Internal transfer to cover cost to purchase Radar Speed Monitor

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: Engineering REVIEWED: S. Thomas 9/10/13
Finance Director Date
REQUESTED BY: George C. Speake APPROVED:
Elected Official/Dept. Head 9/9/2013 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Electricity	111-53300-244	3,200	450	3,650
Natural Gas	111-53300-245	700	(450)	250
Fuel & Lubricants	111-53600-212	6,800	(1,000)	5,800
Small Tools & Minor Equip.	111-53600-214	1,000	(1,000)	0
Copy Machine Rental	111-53600-223	6,700	700	7,400
Repair & Maint. Motor Veh.	111-53600-234	5,000	(3,500)	1,500
Telephone	111-53600-251	3,300	(1,840)	1,460
Postage	111-53600-252	750	(600)	150
Cellular Service	111-53600-255	20,000	6,000	26,000
Legal Services	111-53600-305	5,000	1,240	6,240
TOTAL		52,450	0	52,450

JUSTIFICATION:

Internal transfers to cover insufficiencies

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 14

DEPARTMENT:	Engineering	REVIEWED: S. Thomas	9/12/13
		Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:	
Elected Official/Dept. Head	9/12/2013	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Advertising	111-53199-253	1,000	1,200	2,200
Professional Services	111-53199-307	7,350	(1,200)	6,150
TOTAL		8,350	0	8,350

JUSTIFICATION:

Internal transfer to cover cost of advertising Project No. MC-1-2013 (Resurfacing Various County Roads)

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Finance	REVIEWED:	S. Thomas	9/13/2013
			Finance Director	Date
REQUESTED BY:	Sherrill Thomas, Director	APPROVED:		
Elected Official/Dept. Head	9/10/2013	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Postage	001-51110.252	5,500	(1,200)	4,300
Advertising	001-51110.253	350	1,459	1,809
Travel & Registration	001-51110.265	3,000	(279)	2,721
Dues	001-51110.303	840	20	860
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		9,690	0	9,690

JUSTIFICATION:

To realign budget to cover increased dues and advertising costs.

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	9/10/2013
DATE:	9/10/2013		Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Telephone	001-51965.251	9,000	27,000	36,000
Repair and Maint Software	001-51965-240	426,900	(5,000)	421,900
Repair and Maint Data Proc	001-51965-235	329,700	(17,000)	312,700
Professional Services	001-51965-307	55,000	(5,000)	50,000
TOTAL		820,600	0	820,600

JUSTIFICATION:

To realign budget to cover rate increases from AT&T before move to CenturyLink. Savings from change will begin October 2013

REQUEST NUMBER 8

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
OFFICE SUPPLIES	001-51300-211	83,750	(4,790)	78,960
COPY MACHINE RENTAL	001-51300-223	15,317	165	15,482
ELECTRICITY	001-51300-244	36,468	101	36,569
POSTAGE	001-51300-252	114,695	4,030	118,725
INSURANCE/PUBLIC OFFICIAL	001-51300-275	412	635	1,047
CONTRACT SERVICES	001-51300-304	11,695	(142)	11,553
TOTAL		262,337	(0)	262,337

Realign budget categories to cover expenses through September 30.

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Public Affairs Dept	REVIEWED:	S. Thomas	9/10/2013
DATE:	9/10/2013	Finance Director		Date
REQUESTED BY:	Didi Henry	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Cell phone	001-51130.255	685	250	935
Advertising	001-51130.253	9,000	(250)	8,750
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		9,685	0	9,685

JUSTIFICATION:

To realign budget to cover cell phone costs.

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 3

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	9/11/2013
DATE:	9/11/2013	Finance Director		Date
REQUESTED BY:	D.T. Marshall	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
College Incentive Program	001-52110.143	4,000	200	4,200
Medical and Dental Payments	001-52110.158	6,500	500	7,000
Printing & Bookbinding	001-52110.160	2,495	88	2,583
Data Processing Equip Rental	001-52110.222	28,080	4,002	32,082
Natural Gas	001-52110.245	3,000	740	3,740
Water and Sewer	001-52110.246	3,475	(1,700)	1,775
Telephone	001-52110.251	85,000	(1,000)	84,000
Postage	001-52110.252	10,040	2,500	12,540
Cellular Service	001-52110.255	120,000	(5,330)	114,670
Sheriff's Special Fee expense	001-52111.211	0	750	750
Sheriff's Special Fee Revenue	001-40000.45173	0	(750)	-750
TOTAL		262,590	0	262,590

JUSTIFICATION:

To realign budget categories to cover budget shortages through September 30.

SEP 16 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT	Support Services	REVIEWED:	S. Thomas	9/3/2013
DATE:	8/29/2013	Finance Director		Date
REQUESTED BY:	Pat Silas	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel,Registration&Training	001-51901-265	2,000	(1,986)	14
Contract Services	001-51901-304	226,380	1,976	228,356
Copy Machine Rental	001-51901.223	3,000	10	3,010
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		231,380	0	231,380

JUSTIFICATION:

To realign budget categories to cover expenses.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2012 – 2013 Amended

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Hereinafter called Recipient)

the amount of Seven hundred sixty-four thousand, five hundred and no/100 dollars (\$764,500.00)

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Montgomery County will aim to eliminate 40-45 annual commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. DTC contracts with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - **Males and/or Females between the ages of 12-18**
 - High risk youth adjudicated for misdemeanor and felony property offenses
 - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics will not be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
 - Status offenders
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
 - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
 - Most Serious Current Offense
 - Most Serious Prior Offense
 - Risk Level
 - Hearing Officer

- Probation Officer
- Date Started Program
- Date Completed Program (if applicable)
- Successful Completion (Yes or No)
- If Unsuccessful, Why
- Committed Due To Unsuccessful Completion (Yes or No)
- Re-Arrested while in program (Yes or No)
- Attended all court hearings while in program (Yes or No)
- Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports as directed by DYS. Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
J. Walter Wood, Jr.
Executive Director

BY: _____
Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2013.

BY: _____
Montgomery County Commission



Construction Testing & Engineering, Inc.

PROJECT AUTHORIZATION FORM

Project Name: Montgomery Co. DHR-Repaving of Parking Lots/Drive Date: Aug. 16, 2013

Project Location: Mobile Highway, Montgomery, AL Job #: _____

Proposed Services: Soils investigation and engineering services for the above
referenced project.

Jerry W. Gilbert, P.E., President

Prepared By: _____

Per attached proposal in the amount of \$ 950.00

Special Instructions: _____

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

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

Client Address

Signature of Authorized Representative

Date

Print or Type Name of Authorized Representative and Title

19-2

Construction Testing & Engineering, Inc.



August 16, 2013

Montgomery County DHR
c/o PH&J Architects, Inc.
Post Office Box 215
Montgomery, Alabama 36101

Attn: Mr. Harry Williams

Ref: Soils Investigation and Engineering Services,
Repaving of Parking Lots and Drives,
Montgomery County DHR,
Montgomery, Alabama

Dear Mr. Williams;

CONSTRUCTION TESTING & ENGINEERING, INC. appreciates the opportunity to propose on the geotechnical investigation and engineering report for the referenced project at the Montgomery County DHR Building on the Mobile Highway in Montgomery, Alabama. The following proposal briefly describes our background and capabilities followed by our intended scope of work and a schedule and estimate of costs.

BACKGROUND AND CAPABILITIES

CONSTRUCTION TESTING & ENGINEERING, INC. is a Montgomery based, consulting engineering firm specializing in geotechnical engineering and construction testing services. Our office is staffed with a registered professional engineer, a geologist, a staff engineer, drillers, laboratory technicians, and construction engineering technicians capable of providing the necessary services for your project.

C.T.& E., Inc. has just completed its thirtieth year of business in the Montgomery area. During this time, we have had the pleasure to provide engineering services for similar projects serving Alabama State University, Central Alabama Community College, Alabama Southern Community College, Wallace Community College, and numerous other projects in the State of Alabama.

P.O. Box 230813
Montgomery,
Alabama
36123-0813
(334) 279-6794

Our key professional engineer, Mr. Jerry W. Gilbert, is available for this project. His engineering experiences began after graduation from Auburn University in 1974 and professional registration in 1978. A brief accomplishment of the past 36 years of work includes structural bridge design and construction with the Alabama Highway Department, field structural inspection with Miller, Watts, and Estes Consulting Engineering Firm, foundation design with Soil & Materials Engineers, Inc, and president/design engineer of Construction Testing & Engineering, Inc. since it's beginning in 1983.

Additional personnel participating as engineering technicians include Mr. Phillip Gilbert, a CTE employee for 20 years, Mr. James Cook, a CTE employee for 9 years, Mr. Brian Emfinger, a CTE employee for over 4 years. These employees are American Concrete Institute qualified technicians and nuclear gauge trained soil testing technicians. These schools teach the proper procedures for all field-testing activities concerning drilling and the sampling of soil and concrete. All of our technicians are required to attend and pass these classes.

SCOPE OF SERVICES

In order to evaluate the subsurface of the planned building site, we propose to drill two shallow soil test borings in the proposed repaving location. The borings will be drilled using a power-auger process with standard sampling and penetration resistance testing according to ASTM D-1586. The samples collected will be transported to our laboratory and analyzed for grain size distribution, Atterburg limits and natural moisture content. This information will be utilized in classifying the soils and in our engineering recommendations.

Laboratory analyses will begin after the completion of the drilling and will proceed each day until complete. At the completion of laboratory testing, an engineering report will follow. This report will provide descriptions of our methods of investigation; site and subsurface conditions encountered; our understanding of the proposed construction; and, our conclusions and recommendations pertaining to the site preparation. All soil boring and laboratory data will be included in the engineer's report.

SCHEDULE AND ESTIMATE OF COSTS

Our engineer has visited the site to determine the accessibility of our drill rig to the terrain. The site is currently a paved roadway with numerous parking lots. We estimate that the field work will not exceed one day and that the laboratory testing program will require an additional four days after the completion of drilling. A complete engineer's report will then be written for use by the architect and owner. We will strive to mobilize as quickly as possible to meet your schedule.

The following estimate assumes acceptable weather conditions during the field work. Based on the requested quantities, the following fees are estimated for this work:

1. **FIELD SERVICES**

1	Mobilization to the site in Montgomery, Alabama, including drill crew and mileage.	\$ 75.00
2	Standard Penetration Borings extended to a depth of 5.0 feet each for existing pavement investigation.	\$ 225.00
1	Hours of Staff Engineer for boring location layout and Site supervision.	\$ 75.00

2. **LABORATORY SERVICES**

2	Sieve Analysis and Soil Classifications	\$ 100.00
1	Atterburg Limits Test	\$ 55.00
4	Natural Moisture Contents	\$ 40.00

3. **PROFESSIONAL ENGINEERING SERVICES**

4.0 Hours, Professional Engineering Services, Review of Laboratory Data, Site Evaluation, Drilling Supervision and Engineer's Report	\$ 380.00
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PROPOSED AMOUNT TOTAL	\$ 950.00
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Montgomery DHR
August 16, 2013
Page Four

Additional services beyond the scope of this proposal will be invoiced at our customary rates. If poor or unusual conditions are encountered during the drilling process, we will call to see if you desire to continue with the scope of work. If there are any items requiring additional work and subsequent costs, we will notify you and seek approval prior to proceeding with any such extra work.

INSURANCE

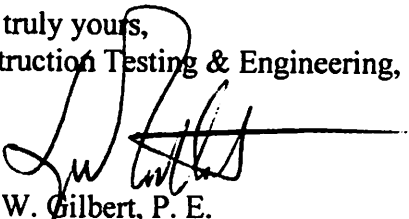
C. T. & E., Inc. carries in force the necessary workmen's compensation, errors and omission's professional liability (\$1.0 million), employer's liability and general liability insurance (\$3.0 million umbrella) for this project. Automobile liability insurance (\$1.0 million) is carried for added security at the work site. Proof of the coverage is available upon request.

CLOSURE

CONSTRUCTION TESTING & ENGINEERING, INC. greatly appreciated this opportunity to propose our services for this project. We look forward to providing you a professionally engineered design to enhance the completed project.

If this proposal meets with your approval, please call with you authorization so we may begin work. Should you have any questions concerning this proposal or require further elaboration on any of the items contained herein, please do not hesitate to give us a call. We wish you much success with this project and remain,

Very truly yours,
Construction Testing & Engineering, Inc.



Jerry W. Gilbert, P. E.
President

JWG/jcl

RECREATION BOARD
JAMES B. PHILLIPS, CHMN.
MARK SALTER, VICE CHMN.
LYNN GOWAN
ANDREW D. HALL
ISAIAH SANKEY

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

RECREATION STAFF
JAMES WILLIAMS, SUPERINTENDENT
JIMMIE ALEXANDER, SUPERVISOR
(334) 832-7181
FAX (334) 832-2533

ESTABLISHED 1816

September 9, 2013

MEMORANDUM

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: James Williams *JW*
Parks and Recreation Superintendent

SUBJECT: Parks and Recreation Board regarding Manhood Inc.

The Parks and Recreation Board due to a lack of quorum have not been able to approve funding for this organization. The Chairman, James Phillips, in discussion with the Parks and Recreation Superintendent, James Williams, request that we ask the Commission to waive rules and approve funding in the amount of \$500.00 to Manhood Inc. for the purpose of sponsoring the Montgomery Falcons Pee Wee Football team.

Manhood Inc. is a 501c.3 non-profit organization serving our community by mentoring young Black males. They also provide after-school homework assistance, physical training, counseling and community service. Part of their mission is serving the needs of families at risk.

At the next scheduled Parks & Recreation meeting on September 18, 2013, the Board will ratify this request. Due to lack of commitment by some Board members delay in funding this organization will cause them hardship.

Thank you for your consideration in this matter.

JW/tm

POSITION FILL REQUEST**COMPLETED ACTION DATES**

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: George C. Speake, County Engineer

1. 9/9/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE District Maintenance Superintendent (0585)POSITION NUMBER 610585001, Replacing Gary W. StricklandPROPOSED EFFECTIVE DATE December 1, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING(X) PROMOTION REGISTER
(Department Only)

() TRANSFER

() OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (A09) (\$48,225. - \$68,650) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake
Department Head

DATE September 9, 2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority _____

3. CERTIFICATION

Promotional

_____ Candidates

Open-Competitive

_____ Candidates

Transfer

_____ Candidates

DATE _____

Personnel Director _____

4. SELECTEE: _____

Date _____

Appointing Authority _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District III Maint. Supt

1. 9/4/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 630551025

PROPOSED EFFECTIVE DATE October 14, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



DATE September 4, 2013

Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: September 9, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *09/09/2013*

RE: Replacement For Revenue Auditor Position – Critical Vacancy

This memorandum is submitted to request approval to immediately move forward with a Position Fill Request form for the Revenue Auditor position to replace Joyce Mitchell. Please note that Ms. Mitchell's last day with the Montgomery County Tax & Audit Department was this past Friday, September 6, 2013. As a result, I am requesting consideration and approval for the Montgomery County Commission to waive rules and approve the Position Fill Request form at the next Montgomery County Commission meeting on Monday, September 16, 2013 to fill this critical vacancy. This position is especially critical to our operations, particularly as this position involves reconciliation and analysis for the ONE SPOT Online system revenue in addition to taxpayer audits, collections, and enforcement of revenue due to Montgomery County. If this position is not filled at the earliest date possible, this vacancy will have a significantly negative impact on the reconciliation, audit compliance and enforcement efforts of the Tax & Audit Department. Please discuss this matter with the Montgomery County Commission at your earliest convenience.

A Position Fill Request form has been completed and is attached for further action pending approval by the Montgomery County Commission. Thank you in advance for your prompt consideration, action and response to this request.

tah/attachment

POSITION FILL REQUEST

COMPLETED ACTION DATES

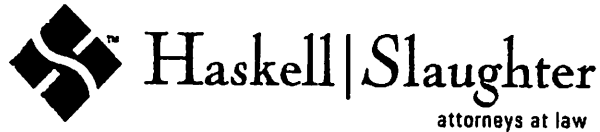
1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

Terri A. Henderson Terri A. Henderson Date 09-09-2013
Department Head

Funding Authority

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

SEP 16 2013



MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

T-16

MEMORANDUM

September 10, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Compensation for Elected County Officials

I have reviewed your September 10, 2013 memorandum and the September 9, 2013 memorandum from Sherrill Thomas to you and its attachments. The calculations prepared by Sherrill Thomas appear to me to be in accordance of the various laws and regulations that effect salaries of the various elected officials and I trust her calculations completely.

It is my legal opinion that this matter be placed in the Commissioner's briefing packet for the next meeting.

50051-317
4851962_1

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donnie Mims
From: Sherrill Thomas 
CC: John Mitchell
Date: 9/9/2013
Re: Compensation for Elected County Officials

Section 11-A-2A-4(a) of the Code of Alabama provides for certain increases in compensation to local elected officials. Beginning October 1, 2001, "officials covered under the act would be entitled to the same uniform increases in compensation granted to county employees by the county commission at the time of the approval of the county budget."

In September 2007, the County Commission approved the 2007-2008 annual budget that included a 4 percent Market Based Adjustment for all employees effective October 1, 2007. County elected officials were entitled to the increase in that it was granted uniformly and approved at the time of the budget.

This increase was not reflected in the approved schedule of officials' salaries and the compensation of each elected official was not adjusted for this increase.

Attached is a schedule showing the current base salary and the new base salary for each Elected County Official.

Please let me know if you have any questions.

**MONTGOMERY COUNTY COMMISSION
ELECTED OFFICIALS' SALARIES**

Elected Official	Current Base Salary	4% Cost of Living Adj. 10/1/2007	New Base Salary
Sheriff	92,110.81	3,000.00	95,110.81 **
Revenue Commissioner	92,110.81	3,000.00	95,110.81 **
Judge of Probate	103,446.97	3,000.00	106,446.97 **
Commission Chairman	20,018.25	800.73	20,818.98
Commission Member	15,713.25	628.53	16,341.78
Elected Officials On different pay scale:			
Sheriff D.T. Marshall	95,110.81	3,000.00	98,110.81 **
Commissioner Jiles Williams	16,263.21	650.53	16,913.74

Salary increase capped at \$3,000/year per Act 96-596 of the Acts of AL

Officials' Salaries

		Increase		Adjusted	
		Base	\$3,000 max.		
Sheriff, D.T. Marshall					
Base	Act No. 96-600	\$ 78,000.00			
3.5% COLA (Apr. 1997)	Act No. 96-600	\$ 80,730.00	\$ 2,730.00		
2.5% COLA (Apr. 1999)	Act No. 96-600	\$ 82,748.25	\$ 2,018.25		
2.5% COLA (Apr. 2000)	Act No. 96-600	\$ 84,816.96	\$ 2,068.71		
2.5% COLA (Apr. 2001)	Act No. 96-600	\$ 86,937.38	\$ 2,120.42		
2.5% COLA (Apr. 2003)	Act No. 96-600	\$ 89,110.81	\$ 2,173.43		
3.5% Merit Raise (Jan. 2005)	Act No. 96-600	\$ 92,229.69	\$ 3,118.88	\$ 92,110.81	
5.0% COLA (Oct. 2006)	Act No. 96-600 5% x \$92,110.81 =	\$ 96,716.36	\$ 4,486.66	\$ 95,110.81	New Base Salary for FY2006
Sheriff, For Newly Elected Official (No Merit Raise Included)					
Base		\$ 78,000.00			
3.5% COLA (Apr. 1997)	Act No. 96-600	\$ 80,730.00	\$ 2,730.00		
2.5% COLA (Apr. 1999)	Act No. 96-600	\$ 82,748.25	\$ 2,018.25		
2.5% COLA (Apr. 2000)	Act No. 96-600	\$ 84,816.96	\$ 2,068.71		
2.5% COLA (Apr. 2001)	Act No. 96-600	\$ 86,937.38	\$ 2,120.42		
2.5% COLA (Apr. 2003)	Act No. 96-600	\$ 89,110.81	\$ 2,173.43		
5.0% COLA (Oct. 2006)	Act No. 96-600	\$ 93,566.36	\$ 4,455.54	\$ 92,110.81	Base Salary For Newly Elected Official
Revenue Commission, Sarah Spears					
Base		\$ 78,000.00			
3.5% COLA (Apr. 1997)	Act No. 96-605	\$ 80,730.00	\$ 2,730.00		
2.5% COLA (Apr. 1999)	Act No. 96-605	\$ 82,748.25	\$ 2,018.25		
2.5% COLA (Apr. 2000)	Act No. 96-605	\$ 84,816.96	\$ 2,068.71		
2.5% COLA (Apr. 2001)	Act No. 96-605	\$ 86,937.38	\$ 2,120.42		
2.5% COLA (Apr. 2003)	Act No. 96-605	\$ 89,110.81	\$ 2,173.43		
3.5% Merit Raise (Jan. 2005)	Act No. 96-605	\$ 92,229.69	\$ 3,118.88	\$ 92,110.81	
5.0% COLA (Oct. 2006)	Act No. 96-605 5% x \$92,110.81 =	\$ 96,716.36	\$ 4,486.66	\$ 95,110.81	New Base Salary for FY2006
Revenue Commission, For Newly Elected Official (No Merit Raise Included)					
Base		\$ 78,000.00			
3.5% COLA (Apr. 1997)	Act No. 96-605	\$ 80,730.00	\$ 2,730.00		
2.5% COLA (Apr. 1999)	Act No. 96-605	\$ 82,748.25	\$ 2,018.25		
2.5% COLA (Apr. 2000)	Act No. 96-605	\$ 84,816.96	\$ 2,068.71		
2.5% COLA (Apr. 2001)	Act No. 96-605	\$ 86,937.38	\$ 2,120.42		
2.5% COLA (Apr. 2003)	Act No. 96-605	\$ 89,110.81	\$ 2,173.43		
5.0% COLA (Oct. 2006)	Act No. 96-605	\$ 93,566.36	\$ 4,455.54	\$ 92,110.81	Base Salary For Newly Elected Official
Judge of Probate, Reese McKinney					
Base				\$ 88,000.00	
3.5% COLA (Apr. 1997)	Act No. 96-596	\$ 91,080.00	\$ 3,080.00	\$ 91,000.00	
2.5% COLA (Apr. 1999)	Act No. 96-596 2.5% x \$91,000.00 =	\$ 93,275.00	\$ 2,275.00	\$ 93,275.00	
2.5% COLA (Apr. 2000)	Act No. 96-596	\$ 95,606.88	\$ 2,331.87	\$ 95,606.88	
2.5% COLA (Apr. 2001)	Act No. 96-596	\$ 97,997.05	\$ 2,390.17	\$ 97,997.05	
2.5% COLA (Apr. 2003)	Act No. 96-596	\$ 100,446.97	\$ 2,449.93	\$ 100,446.97	
3.5% Merit Raise (Jan. 2005)	Act No. 96-596	\$ 103,962.62	\$ 3,515.64	\$ 103,446.97	
5.0% COLA (Oct. 2006)	Act No. 96-596 5% x \$103,446.97 =	\$ 108,619.32	\$ 5,172.35	\$ 106,446.97	New Base Salary for FY2006
Judge of Probate, For Newly Elected Official (No Merit Raise Included)					
Base				\$ 88,000.00	
3.5% COLA (Apr. 1997)	Act No. 96-596	\$ 91,080.00	\$ 3,080.00	\$ 91,000.00	
2.5% COLA (Apr. 1999)	Act No. 96-596 2.5% x \$91,000.00 =	\$ 93,275.00	\$ 2,195.00	\$ 93,275.00	
2.5% COLA (Apr. 2000)	Act No. 96-596	\$ 95,606.88	\$ 2,331.87	\$ 95,606.88	
2.5% COLA (Apr. 2001)	Act No. 96-596	\$ 97,997.05	\$ 2,390.17	\$ 97,997.05	
2.5% COLA (Apr. 2003)	Act No. 96-596	\$ 100,446.97	\$ 2,449.93	\$ 100,446.97	
5.0% COLA (Oct. 2006)	Act No. 96-596 5% x \$100,446.97 =	\$ 105,469.32	\$ 5,022.35	\$ 103,446.97	Base Salary For Newly Elected Official

Note: Act 2005-252 clarified the Omnibus Pay Bill. It said that officials should not receive raises that employees receive that are based on job performance evaluation. Even though Act No. 2005-252 does not cover these local acts, it over ruled the Attorney General's opinion which allowed merit raises for these officials. These official's received their merit raise based on this Attorney General's opinion.

Officials' Salaries

Commissioners:

Commission Chairman

1	Salary	Act No. 85-365	\$ 18,600.00	Base Salary FY1985 through FY2000
7	Salary	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 18,600.00	Base Salary FY2001 through FY2002
2	Salary (2.50% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 19,065.00	Base Salary for FY2003 through FY2005
3	Salary (5.00% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 20,018.25	Base Salary for FY2006

Commission Member (Elton Dean, Sr. and Jiles Williams, Jr.)

1	Salary	Act No. 85-365	\$ 14,600.00	Base Salary FY1985 through FY2003
7	Salary	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 14,600.00	Base Salary FY2001 through FY2002
2	Salary (2.5% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 14,965.00	Base Salary for FY2003 through December of FY2005
4	Salary (3.5% Merit Raise)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 15,488.78	Base Salary for December of FY2005 through October 2005
3	Salary (5.0% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 16,263.21	Base Salary for FY2006

Commission Member (Elected in FY2004)

1	Salary	Act No. 85-365	\$ 14,600.00	Base Salary FY1985 through FY2000
7	Salary	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 14,600.00	Base Salary FY2001 through FY2002
2	Salary (2.5% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 14,965.00	Base Salary for FY2003 through FY2006
3	Salary (5.0% COLA)	11-2A-2, 11-2A-4 (Omnibus Pay Bill)	\$ 15,713.25	Base Salary for FY2006

All Commissioners

5	Expense Allowance	Act No. 85-550	\$ 5,000.00	
6	Expense Allowance	Act No. 2001-568	\$ 5,000.00	
			\$ 10,000.00	Total Expense Allowance for each Commissioner

- 1 The Commissioners were paid based on this act from the time it was signed into law until the Commission came under the Omnibus Pay Bill. The Commission Chairman's salary under this Act was \$18,600. Commission Members' salary was \$14,600 according to this Act
- 2 The Commissioners received a COLA of 2.5% beginning in April 2003, which is allowed by the Omnibus Pay Bill as long as the raise is an across-the-board raise for all Commission employees and was approved as a part of the budget.
- 3 These Commissioners received a Merit Raise of 3.5% beginning in April 2003, which at the time, was allowed by the Omnibus Pay Bill. This amount will not be added to the base salary of the Commissioners. Only COLA's and across-the-board raises not based on job appraisal/performance can be added to the base salary of a Commissioner.
- 4 The Commissioners received a COLA of 5.0% beginning in October 2006, which is allowed by the Omnibus Pay Bill as long as the raise is an across-the-board raise for all Commission employees and was approved as a part of the budget.
- 5 The Commissioners began receiving an expense allowance of \$5,000 a year from the time this Act was signed into law. This Act requires Commissioners to make a written request for their expense allowance each month. Section 1 of this Act was amended by Act 2001-568
- 6 Act No. 2001-568 amended Section 1 of Act No. 85-550 to provide an additional \$5,000 expense allowance and deleted the provision that would make the expense allowance granted by Act 85-550 null and void if the commissioners received an increase in compensation due to any general law. It also required Commissioners to make a written request for their expense allowance each month. The Commissioners began receiving this expense allowance on June 11, 2001. The Commission adopted a resolution to receive the additional \$5,000 as provided by Act 2001-568 at it's June 11, 2001 meeting.
- 7 The Commissioners began being paid under the Omnibus Pay Bill on October 1, 2001, however they did not receive the 20% increase in compensation prescribed by this Bill because their compensation was increased by Act No. 2001-568. The Omnibus said that the Commissioner's could not receive the 20% if their compensation was increased between October 1, 1996 and October 1, 2001.

Note: Act 2005-252 clarified the Omnibus Pay Bill. It said that officials should not receive raises that employees receive that are based on job performance evaluation.



Haskell|Slaughter
attorneys at law

TT6

MONTGOMERY OFFICE

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Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

M E M O R A N D U M

February 28, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Compensation Increases

I was asked several weeks ago by Sheriff D. T. Marshall to research whether or not the constitutionally-elected county officials would be entitled to merit raises as all other county employees.

I have reviewed and studied the following:

- (1) Title 11-2A(3) and (4) Code of Alabama;
- (2) Acts of Alabama;
- (3) Four Attorney General's Opinions; and
- (4) "Pay System Report and Recommendations" revised August 11, 2003

I have researched this matter and it appears that both D. T. Marshall, Revenue Commissioner Janet Buskey and all other local elected officials including the Montgomery County Commissioners would be entitled to an increase in compensation if they qualify. (See request attached.) I have reviewed Title 11-2A-3 and more importantly Title 11-2A-4 as to increases in compensation to said elected officials.

The pertinent information is contained in Title 11-2A-4(b) and the intent of the Alabama Legislature in passing the Act governing same:

"(b) Any provision of this chapter to the contrary notwithstanding, the Legislature, by local law, may increase the compensation for local officials covered under this chapter. However, if a local law increases the compensation of a local official, such local official shall not be entitled to any cost-of-living adjustments pursuant to the procedure in subsection (a), until such time as the total compensation he or she would have received under subsection (a) is equal to or exceeds the increase provided by the local law."

))

I have also reviewed Acts 2000, No. 00-108 which is the legislation that is pertinent to said Code Section. The fifth paragraph of said legislation states:

“... WHEREAS, it was not the intent of the Legislature in the passage of House Bill 76 that the officials covered by the act would receive merit raises that were not granted by the county commission, but were instead granted by various department heads based upon funds budgeted to that department for merit raises for county employees based on job performance; and

WHEREAS, it was the intent of the Legislature in the passage of House Bill 76 that the officials covered by the act would only be entitled to increases which were actually granted or approved by action of the county commission, and not increases received by county employees pursuant to other action such as the award of raises to employees in a particular department utilizing funds budgeted to that department for salaries or salary increases as determined and awarded by the department head; now therefore,

BE IT RESOLVED BY THE LEGISLATURE OF ALABAMA, BOTH HOUSES THEREOF CONCURRING, That the Legislature hereby affirmatively states that the intent of the Legislature in the passage of House Bill 76 was that the officials covered under the act would only be entitled to those increases that were granted uniformly to all county employees at the time of adoption of the county budget; that the officials covered by the act would not receive merit raises that were not uniformly granted to all county employees, but were granted only to county employees based on a job performance evaluation; that the officials covered by the act would not receive merit raises not granted by the county commission, but instead granted by various department heads based upon funds budgeted to that department for merit raises to county employees based on job performance; and that the officials covered by the act would only be entitled to increases which were actually granted or approved by action of the county commission, and would not be entitled to increases received by county employees pursuant to other action such as the award of raises to employees in a particular department utilizing funds budgeted to that department for salaries or salary increases as determined and awarded by the department head.”

I have studied in detail the four Attorney General Opinions (a) April 2005 Mobile County Commission; (b) December 2003 Baldwin County Commission; (c) March 2005 Baldwin County Revenue Commissioner; and (d) August 10, 2010 Jackson County.

These opinions attempt to answer whether the county elected officials are entitled to a merit pay raise at the time of the adoption of the annual budget if the other county employees are given a merit raise. There are some county employees who have topped out and could not and/or cannot receive merit raises.

There are exceptions. An elected official cannot receive a merit raise if they have received a "cost of living" increase in that year. Then one has to determine the amount of merit raise if granted. The grant of the uniform merit raises should be applied using the methods set forth in the Code of Alabama. Applicable local officials are entitled to be paid, retroactively, the same uniform merit raises granted to eligible county employees at the time of the approval of the county budget.

Said elected officials serving in a county that has implemented the Omnibus Pay Raise Bill, who subsequently receives an increase by local legislation, is not entitled to a cost-of-living increase under Section 11-2A-4(a) until the total compensation the official would have received under Section 11-2A-4(a) is equal to or exceeds the increase provided by the local law.

In the absence of a specific provision of the Constitution that supersedes the restrictions found in Amendment No. 92 of the Constitution of Alabama, local officials who become entitled to receive an increase in their salary under the provisions of the Omnibus Pay Raise Bill must be paid the increase in the form of an expense allowance until the commencement of their next term of office when that portion of their expense allowance will be converted into salary.

As one can see, the legislation is ambiguous in parts but taken in toto, it would appear to me that the constitutional-elected officials described above would be entitled to increases if said raises were granted uniformly to county employees at the time of the adoption of the county budgets. However, the Montgomery County Commission could and/or should grant them the same uniform raises as the county employees, if done at the time of the adoption of the budget as described in the Act. The MCC could and/or should pay all elected County officials the same as other County employees. In that it would have been due and payable, the qualified elected officials should be retroactively paid from the date of the adoption of the annual budget in October of 2012.

I have reviewed in depth the "Pay System Report and Recommendations" prepared by Ellis-Harper Management for the City-County Personnel Department. I have also had discussions with Barbara Montoya. This is a very extensive report and recommendation. The problem with the report is that it cannot trump state law. It may be helpful in some areas but is totally worthless to me in drawing my legal conclusion, although the County has adopted the Ellis-Harper Report.

At the end of my legal research, I came back to language in Ala. Code §11-2A-3 and 4. The various Attorney General's Opinions came to the same legal conclusion as I did. The County Administrative Staff will have to calculate the percentage of the merit raise as to the available data.

OCT 21 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT: County Commission
DATE: 10/15/2013
REQUESTED BY: Donald L. Mims
Elected Official/Dept. Head

Appropriations
Finance Director
APPROVED: *[Signature]*
Administrator

REVIEWED: S. Thomas
10/15/2013
Date
10/21/13
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Commission				
Elected Official Salaries	001-51100.111	83,422	3,337	86,759
Social Security tax	001-51100.124	40,165	256	40,421
Judge of Probate				
Elected Official Salaries	001-51300.111	103,447	6,242	109,689
Social Security tax	001-51300.124	165,955	477	166,432
Revenue Commissioner				
Elected Official Salaries	001-51500.111	92,111	5,199	97,310
Social Security tax	001-51500.124	50,854	398	51,252
Retirement	001-51500.121	73,709	578	74,287
Sheriff				
Elected Official Salaries	001-52110.111	95,111	5,475	100,586
Social Security tax	001-52110.124	587,656	419	588,075
Prior year Elected Official Salaries	001-59310.499	0	45,200	45,200
Fund Balance	001.35900		(67,581)	
TOTAL		1,292,430	0	1,360,011

JUSTIFICATION:

To adjust the 2014 budget for the Elected Official base salary corrections and to budget for the amounts due for prior underpayments to the elected officials as a result of the base salary corrections.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 7, 2013, at 8:00 in the morning.

Donald Z. Morris
Administrator

Elton N. Hearn, Sr.
Chairman