

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 2, 2013

INFORMATION SESSION

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

The meeting was opened with prayer led by Commissioner Williams. Chairman Dean, Vice Chairman Harris, Commissioner Ingram and Commissioner Williams were present. Commissioner Dimitri Polizos was elected to the Alabama House of Representatives and resigned from the Commission effective November 19, 2013.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$300 miscellaneous appropriation from his account to the Senior Citizens Christmas Dinner at Patterson Court.

Commissioner Ingram requested a \$300 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, with funding to promote the Community Enhancement and Beautification Programs/Projects.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Support Carriage Hills Neighborhood Association, with funding to promote the Community Enhancement and Beautification Programs/Projects.

After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

Commissioner Williams requested to rescind his miscellaneous appropriation to Southlawn Elementary School and to appropriate it to Southlawn Middle School.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that the final drafts of the three E-Ring contracts discussed during our last meeting have not been received from the vendor and will be placed on the next agenda.

Administrator Mims stated that the legal description of the property at the Montgomery Industrial Park has not been determined, which is needed for the annexation petition to the City of Montgomery and that he plans to place the annexation petition on the next agenda.

Administrator Mims noted that Mayor Todd Strange is still working on documents relative to the lease which was discussed in Executive Session at a previous Commission meeting.

PRESENTATION BY SALES TEAM LEADER VINCE ZUBICEK WITH SCHNEIDER ELECTRIC AND FRANK LITCHFIELD AND PLATT BOYD WITH SEAY, SEAY & LITCHFIELD, P.C.

Mr. Platt Boyd with Seay, Seay & Litchfield, P.C., briefed the Commission regarding the Youth Facility proposed project changes that will be the County's responsibility. Sales Team Leader Vince Zubicek with Schneider Electric briefed the Commission regarding the new scope items that Schneider Electric agrees to cover. Administrator Mims briefed the Commission regarding a Schedule of QECB funds for Montgomery County, which shows that the funding needed to cover the additional items is available. (Copies of Youth Facility Proposed Project Changes and Schedule of QECB Funds, Pages 22-1 through 22-3, are attached to these Minutes).

Commissioner Williams stated that the Youth Facility is in his district and that he has no objection with the changes. After discussion, the Commission agreed to waive rules and add the Energy Services Contract Amendment Number 3 with Schneider Electric Buildings Americas, Inc., in the amount of \$241,232.27, to the agenda, subject to review by County Attorney.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Alabama Power Company regarding the installation of an electrical conduit at the Montgomery Industrial Park. He stated that the Examiners of Public Accounts is to determine if the installation is not subject to the bid law. After discussion, the Commission agreed to waive rules and add this item to the agenda, with the provision that it is subject to approval by the Examiners of Public Accounts.

Administrator Mims stated that, during the last Commission meeting, the Commission discussed an appropriation request from County Extension Coordinator Jimmy Smitherman. He informed the Commission that Mr. Smitherman would not be able to attend the Monday meeting and plans to attend the following meeting to discuss the request.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED, CHIEF PROBATE CLERK WILLIAM FLOWERS AND DIRECTOR OF ELECTIONS DANIEL BAXTER

Probate Judge Steven L. Reed, Chief Probate Clerk William Flowers and Director of Elections Daniel Baxter discussed the establishment of two new classifications for the Probate Judge's Office (Elections): Elections Technician (CO0085), Pay Grade A05 and Voter Education and Outreach Specialist (CO0084), Pay Grade A05. Finance Director Sherrill Thomas briefed the Commission regarding the cost of the proposed positions. After discussion, the Commission agreed to place a Position Fill Request for Voter Education and Outreach Specialist on the next Thursday Memo as a waived rules item.

PRESENTATION BY ADMINISTRATIVE ASSISTANT RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Assistant Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Position Fill Request for an Investigator I for the Worthless Check Unit. Ms. Cape noted that there was no cost to the County for the position. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that the PE agreement for the ATRIP project to resurface Vaughn Road from Taylor Road to Chantilly Boulevard is being reviewed by the Alabama Department of Transportation, and he expects to possibly receive the agreement soon for approval by the Commission. He stated that this is a joint City-County project to be funded by 80% federal funds, with the City and County each paying half of the 20% matching funds. Mr. Speake added that the County's 10% share of the matching funds is budgeted in the Engineering Department's FY 2014 budget. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake also noted that the resurfacing work on Pike and Carter Hill Roads is scheduled to begin today but no major work has yet to be done.

In closing, Mr. Speake mentioned to that the "No Fire Arms" signs requested at the previous Commission meeting had been placed at all County parks and at Seth Johnson, Peter Crump, and Catoma ball fields.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that the internet was down due to a switch problem but he hoped to have it back up today.

PRESENTATION BY MR. TYRONE JACKSON WITH RIDE WITH ME ADVENTURES FAMILY ENTERTAINMENT CENTER

Mr. Tyrone Jackson with Ride With Me Adventures Family Entertainment Center briefed the Commission regarding the project and requested hands-on support from them. He noted that he already had a letter of support from Commissioner Williams. The Commission recommended that Mr. Jackson visit the Chamber of Commerce's Small Business Incubator for guidance.

PRESENTATION BY CHIEF DEPUTY DERRICK CUNNINGHAM

Chief Deputy Derrick Cunningham briefed the Commission regarding two Cooperative Agreements for the State Homeland Security Grant Program, Grant Number 2ATL (FY2012) and Grant Number 1ETL (FY2011). After discussion, the Commission agreed to waive rules and add these items to the agenda.

Chief Cunningham briefed the Commission regarding Position Fill Requests for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 75 and Clerk Typist II, Position Number 105 for the Sheriff's Office.

He also briefed the Commission regarding two Position Fill Requests for Corrections Officer Trainee/Corrections Officers, Position Numbers 51 and 201 for the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Alabama State University, for Theatre Department, c/o Dr. Stewart.

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Alabama State University, for College of Business Administration.

After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATIVE SECRETARY TAMMY NIX

Administrative Secretary Tammy Nix reviewed the calendar with the Commission. She reminded them of the Employee Christmas Luncheon and the Chamber's Annual Meeting, which are both scheduled for December 10, 2013.

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 Pastor Cromwell Handy of Dexter Avenue King Memorial Baptist Church, at the request of Vice Chairman Harris.

The Pledge of Allegiance was led by Commissioner Ingram.

Vice Chairman Harris told the audience that Pastor Cromwell Handy is a special person who holds a special position because he serves as Pastor of the same church as did Martin Luther King, Junior.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram and Williams. Commissioner Dimitri Polizos was elected to the Alabama House of Representatives and resigned from the Commission effective November 19, 2013. Also present were County Attorney Thomas T. Gallion, III, and County Engineer George C. Speake.

Mr. Ingram made a motion to approve the Minutes of the Regular Meeting of November 18, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

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

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

NEW BUSINESS

COUNTY COMMISSION – APPROVED COUNTY COMMISSION MEETING SCHEDULE FOR 2014

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: County Commission Meeting Schedule for 2014

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda the Commission Meeting Schedule for 2014.

I am requesting approval of this item.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED AIRPORT AUTHORITY BILL

The Administrator presented the following memorandum:

November 26, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Airport Authority Bill

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda support for a bill relating to any Class 3 Municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879); to further provide for the membership of any airport authority established by the City.

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 Mr. Ingram and unanimously approved by the Commission. (Copy of Bill, Agenda Pages 2-2 and 2-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SERVICE OF PROCESS FEE BILL

The Administrator presented the following memorandum:

November 26, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Service of Process Fee Bill

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda support for a bill relating to Montgomery County; to provide for service of process in Montgomery County; to increase the fee for civil or criminal documents with certain exceptions.

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 Bill, Agenda Pages 3-2 and 3-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED TRANSFER OF ALL DUTIES,
RESPONSIBILITIES, AND LIABILITIES RELATING TO THE ASSESSMENT AND
COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FROM THE REVENUE
COMMISSIONER TO THE JUDGE OF PROBATE BILL

The Administrator presented the following memorandum:

November 26, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Transfer of all Duties, Responsibilities, and Liabilities Relating to the Assessment and Collection of Ad Valorem Taxes on Motor Vehicles from the Revenue Commissioner to the Judge of Probate Bill

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda support for a bill relating to Montgomery County; to provide for the transfer of all duties, responsibilities, and liabilities relating to the assessment and collection of ad valorem taxes on motor vehicles from the Revenue Commissioner to the Judge of Probate; and providing an effective date.

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 Mr. Ingram and unanimously approved by the Commission. (Copy of Bill, Agenda Pages 4-2 and 4-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY COMMISSIONERS’ PARTICIPATION
IN EMPLOYEES’ RETIREMENT SYSTEM BILL

The Administrator presented the following memorandum:

November 26, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: County Commissioners’ Participation in Employees’ Retirement System Bill

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda support to propose an amendment to Amendment No. 852 to the Constitution of Alabama of 1901, now appearing as Section 6.70, Local Amendments, Montgomery County, Official Recompilation of the Constitution of Alabama of 1901, as amended, to allow the County Commissioners of Montgomery County to participate in the Employee’s Retirement System and to provide for a retroactive effect.

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. Chairman Dean, Vice Chairman Harris, and Mr. Williams voted in favor of the motion. Mr. Ingram voted in opposition and the motion carried. (Copy of Bill, Agenda Pages 5-2 through 5-5, is attached to these Minutes.)

SOUTHEAST ALABAMA EMERGENCY MEDICAL SERVICES COUNCIL, INC. –
APPROVED BOARD MEMBER APPOINTMENTS

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda Board Member appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and seven of them would like to be reappointed to another full term on this Council.

Assistant Fire Chief Kelly Gordon, Jr., desires to be appointed to replace former Assistant Fire Chief Marvin “Bill” Petrey.

I am requesting approval of these individuals for terms expiring November 3, 2014.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the board member reappointments of Annitta Love, Mike Green, Patti Brown, John Treat, Keith Bryan, Doug Tisdale, and Kitty Harris with terms expiring November 3, 2014 and to appoint Assistant Fire Chief Kelly Gordon, Jr., with a term expiring November 3, 2014. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members’ Appointment Page, Agenda Pages 6-2 and 6-3, is attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS
AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENTS

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Reappointments to the Montgomery County Community Punishment & Corrections Authority

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda the reappointments of Board Members Carolyn Millender and Daniel Harris, to the Montgomery County Community Punishment & Corrections Authority.

I am requesting approval of these reappointments for terms expiring December 1, 2016.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the board member reappointments of Carolyn Millender and Daniel Harris with terms expiring December 1, 2016. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 7-2, is attached to these Minutes.)

MONTGOMERY CITY/COUNTY PUBLIC LIBRARY BOARD – APPROVED BOARD
MEMBER REAPPOINTMENTS

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Reappointments to the Montgomery City-County Public Library Board

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda the reappointments of Board Members Betsy Atkins and Paulette Moncrief to the Montgomery City-County Public Library Board.

I am requesting approval of these reappointments for terms expiring June 1, 2017.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the board member reappointments of Betsy Atkins and Paulette Moncrief with terms expiring June 1, 2017. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Pages 8-2 and 8-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT AGREEMENT WITH CROSBY DRINKARD GROUP, LLC, REGARDING GOVERNMENTAL AFFAIRS CONSULTING SERVICES

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Contract Agreement with the Crosby Drinkard Group, LLC

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda a Contract Agreement with Crosby Drinkard Group, LLC, regarding Governmental Affairs Consulting Services.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Contract Agreement, Agenda Pages 9-2 and 9-3, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 5 TO CONTRACT WITH HAYNES AMBULANCE OF ALABAMA, INC., FOR EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION SERVICES FOR MONTGOMERY COUNTY, CONTRACT NUMBER 52110-10C-018

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: November 6, 2013

SUBJECT: Amendment #5 to Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County

Request that approval of the attached Amendment #5 extending the period of the contract for Emergency Medical Treatment and Transportation Services for Montgomery County be placed on a future County Commission agenda.

Amendment #5 will extend the contract period for a three (3) month period beginning January 1, 2014 and will end March 31, 2014. During this period a bid will be advertised in order to establish a new contract.

Coordination made with Sheriff D.T. Marshall.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Amendment Number 5, 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:

December 2, 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) and to sign the contracts:

NC-2014-53: City of Montgomery, to be used by BONDS to Support Knollwood Homeowners Association, with Funding for Security Cameras - \$500; (Ingram)

NC-2014-54: BOE, Jefferson Davis High School, for Track and Field - \$500; (Williams)

NC-2014-55: Senior Citizens Christmas Luncheon at King Hill Community Center - \$1,440.00; (Williams)

NC-2014-56: Senior Citizens Christmas Luncheon for Richardson Terrace - \$1,200.00; (Williams)

NC-2014-57: Senior Citizens Christmas Dinner at Gibbs Village Community Center - \$720.00; (Williams)

NC-2014-58: Senior Citizens Christmas Luncheon at Flatwood Community Center, for Flatwood Seniors - \$1,200.00; (Williams)

NC-2014-59: Senior Citizens Christmas Dinner at Flatwood Community Center, for Montgomery Community Action Agency - \$1,500.00; (Williams)

End of Memorandum

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

NC-2014-60: Senior Citizens Christmas Dinner at Patterson Court - \$300.00; (Williams)

NC-2014-61: Alabama State University, for Theatre Department, c/o Dr. Stewart - \$1,000; (Dean)

NC-2014-62: Alabama State University, for College of Business Administration - \$1,000; (Dean)

NC-2014-63: City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$300; (Ingram)

NC-2014-64: City of Montgomery, to be used by BONDS to Support Carriage Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

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

After all agenda items were voted on Commissioner Williams requested to waive rules and add the following miscellaneous appropriation and his fellow Commissioners concurred:

C-2014-39: RESTOR, Inc., for Program Operations - \$2,000; (Dean-\$1,000 and Williams-\$1,000)

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

COUNTY COMMISSION – APPROVED PAYMENT OF INVOICE FROM RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A., REGARDING LEGAL SERVICES FOR THE DAS NORTH AMERICA PROJECT, IN THE AMOUNT OF \$695.45 (40% OF \$1,738.63)

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Invoice from Rushton, Stakely, Johnston & Garrett, P.A.

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda an Invoice from Rushton, Stakely, Johnston & Garrett, P.A., regarding legal services for the DAS North America Project, in the amount of \$695.45 (40% of \$1,738.63). I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Statement Summary and Statement, Agenda Pages 12-2 through 12-5, are attached to these Minutes.)

OMNIBUS VOTE

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

APPRAISAL DEPARTMENT – APPROVED ESTABLISHMENT OF THE FOLLOWING NEW CLASSIFICATIONS: MAPPING SUPERVISOR (CO0210) AT PAY GRADE A10 (\$53,523 – \$76,192); MAPPER (CO0200) AT PAY GRADE A08 (\$43,285 – \$61,617); MAPPING TECHNICIAN (CO0201) AT PAY GRADE A05 (\$30,785 – \$43,823); APPRAISER III (CO0197) AT PAY GRADE A10 (\$53,523 – \$76,192); APPRAISER II (CO0196) AT PAY GRADE A08 (\$43,285 – \$61,617); APPRAISER I (CO0195) AT PAY GRADE A06 (\$34,563 – \$49, 201); AND APPRAISAL TECHNICIAN (CO0198) AT PAY GRADE A05 (\$30,785 – \$43,823)

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

December 2, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Appraisal Department Reorganization/Reclassifications

Due to the reorganization and restructuring of the Appraisal Department, I respectfully request your consideration and approval of the following changes to our job descriptions and classifications.

1.) Request from Janet Buskey, Revenue Commissioner, to establish the following new classifications: Mapping Supervisor (CO0210) at pay grade A10 (\$53,523 – \$76,192); Mapper (CO0200) at pay grade A08 (\$43,285 – \$61,617); Mapping Technician (CO0201) at pay grade A05 (\$30,785 – \$43,823); Appraiser III (CO0197) at pay grade A10 (\$53,523 – \$76,192); Appraiser II (CO0196) at pay grade A08 (\$43,285 – \$61,617); Appraiser I (CO0195) at pay grade A06 (\$34,563 – \$49, 201); and Appraisal Technician (CO0198) at pay grade A05 (\$30,785 – \$43,823).

2.) Request from Janet Buskey, Revenue Commissioner, to abolish the following classifications: GIS Coordinator (CO0219); Mapping Appraisal Supervisor (CO0218); Tax and Map Compiler I (CO0206); Commercial-Industrial Appraiser (CO0216); Appraiser (CO0215); Appraisal Mapping Editor I (CO0212); and GIS Editor (CO0204). (This is in conjunction with #1.)

3.) Request from Janet Buskey, Revenue Commissioner, to reclassify the following employees, effective the first full pay period following approval: Todd Grant – GIS Coordinator to Mapping Supervisor; Jimmy Garnett, Terry Gray, Donna Raney, Debbie Richardson, & Dona Wright – Commercial-Industrial Appraiser(s) to Appraiser III(s); Brenda Ayers, Calvin Johnson, & Tracy Powell – Appraiser(s) to Appraiser II(s); Muriel Barlow, Kathy Gatlin, & Lura Widgeon – Appraisal Mapping Editor I(s) to Appraisal Technician(s); and Pam Trammer – GIS Editor to Appraisal Technician. (This is in conjunction with #1 & #2.)

4.) The following classifications are to be abolished once position is vacated by current incumbent(s): Tax & Map Compiler II (CO0208) [Current incumbent-Scot Millican]; and Appraisal Mapping Editor II (CO0217) [Current incumbent-Jennifer Cheatham] (This in conjunction with #1, #2, & #3.)

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve item one of the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memorandum, Spreadsheet, and Organizational Chart, Agenda Pages 13-3 through 13-7, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED ABOLISHMENT OF THE FOLLOWING CLASSIFICATIONS: GIS COORDINATOR (CO0219); MAPPING APPRAISAL SUPERVISOR (CO0218); TAX AND MAP COMPILER I (CO0206); COMMERCIAL-INDUSTRIAL APPRAISER (CO0216); APPRAISER (CO0215); APPRAISAL MAPPING EDITOR I (CO0212); AND GIS EDITOR (CO0204). (THIS IS IN CONJUNCTION WITH AGENDA ITEM 13)

The Administrator presented the following memorandum from Chief Appraiser Clay Henley: December 2, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

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- 3.) Request from Janet Buskey, Revenue Commissioner, to reclassify the following employees, effective the first full pay period following approval: Todd Grant – GIS Coordinator to Mapping Supervisor; Jimmy Garnett, Terry Gray, Donna Raney, Debbie Richardson, & Dona Wright – Commercial-Industrial Appraiser(s) to Appraiser III(s); Brenda Ayers, Calvin Johnson, & Tracy Powell – Appraiser(s) to Appraiser II(s); Muriel Barlow, Kathy Gatlin, & Lura Widgeon – Appraisal Mapping Editor I(s) to Appraisal Technician(s); and Pam Trammer – GIS Editor to Appraisal Technician. (This is in conjunction with #1 & #2.)
- 4.) The following classifications are to be abolished once position is vacated by current incumbent(s): Tax & Map Compiler II (CO0208) [Current incumbent-Scot Millican]; and Appraisal Mapping Editor II (CO0217) [Current incumbent-Jennifer Cheatham] (This in conjunction with #1, #2, & #3.)

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve item two of the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

APPRAISAL DEPARTMENT – APPROVED RECLASSIFICATION OF THE FOLLOWING EMPLOYEES, EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING APPROVAL: TODD GRANT – GIS COORDINATOR TO MAPPING SUPERVISOR; JIMMY GARNETT, TERRY GRAY, DONNA RANEY, DEBBIE RICHARDSON, & DONA WRIGHT – COMMERCIAL-INDUSTRIAL APPRAISER(S) TO APPRAISER III(S); BRENDA AYERS, CALVIN JOHNSON, & TRACY POWELL – APPRAISER(S) TO APPRAISER II(S); MURIEL BARLOW, KATHY GATLIN, & LURA WIDGEON – APPRAISAL MAPPING EDITOR I(S) TO APPRAISAL TECHNICIAN(S); AND PAM TRAMMER – GIS EDITOR TO APPRAISAL TECHNICIAN. (THIS IS IN CONJUNCTION WITH AGENDA ITEMS 13 AND 14)

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

December 2, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Appraisal Department Reorganization/Reclassifications

Due to the reorganization and restructuring of the Appraisal Department, I respectfully request your consideration and approval of the following changes to our job descriptions and classifications.

- 1.) Request from Janet Buskey, Revenue Commissioner, to establish the following new classifications: Mapping Supervisor (CO0210) at pay grade A10 (\$53,523 – \$76,192); Mapper (CO0200) at pay grade A08 (\$43,285 – \$61,617); Mapping Technician (CO0201) at pay grade A05 (\$30,785 – \$43,823); Appraiser III (CO0197) at pay grade A10 (\$53,523 – \$76,192); Appraiser II (CO0196) at pay grade A08 (\$43,285 – \$61,617); Appraiser I (CO0195) at pay grade A06 (\$34,563 – \$49, 201); and Appraisal Technician (CO0198) at pay grade A05 (\$30,785 – \$43,823).
- 2.) Request from Janet Buskey, Revenue Commissioner, to abolish the following classifications: GIS Coordinator (CO0219); Mapping Appraisal Supervisor (CO0218); Tax and Map Compiler I (CO0206); Commercial-Industrial Appraiser (CO0216); Appraiser (CO0215); Appraisal Mapping Editor I (CO0212); and GIS Editor (CO0204). (This is in conjunction with #1.)

3.) Request from Janet Buskey, Revenue Commissioner, to reclassify the following employees, effective the first full pay period following approval: Todd Grant – GIS Coordinator to Mapping Supervisor; Jimmy Garnett, Terry Gray, Donna Raney, Debbie Richardson, & Dona Wright – Commercial-Industrial Appraiser(s) to Appraiser III(s); Brenda Ayers, Calvin Johnson, & Tracy Powell – Appraiser(s) to Appraiser II(s); Muriel Barlow, Kathy Gatlin, & Lura Widgeon – Appraisal Mapping Editor I(s) to Appraisal Technician(s); and Pam Trammer – GIS Editor to Appraisal Technician. (This is in conjunction with #1 & #2.)

4.) The following classifications are to be abolished once position is vacated by current incumbent(s): Tax & Map Compiler II (CO0208) [Current incumbent-Scot Millican]; and Appraisal Mapping Editor II (CO0217) [Current incumbent-Jennifer Cheatham] (This in conjunction with #1, #2, & #3.)

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve item three of the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

APPRAISAL DEPARTMENT – APPROVED ABOLISHMENT OF THE FOLLOWING CLASSIFICATIONS ONCE POSITIONS ARE VACATED BY CURRENT INCUMBENT(S): TAX & MAP COMPILER II (CO0208) [CURRENT INCUMBENT-SCOT MILLICAN]; AND APPRAISAL MAPPING EDITOR II (CO0217) [CURRENT INCUMBENT-JENNIFER CHEATHAM] (THIS IN CONJUNCTION WITH AGENDA ITEMS 13, 14, AND 15)

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

December 2, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Appraisal Department Reorganization/Reclassifications

Due to the reorganization and restructuring of the Appraisal Department, I respectfully request your consideration and approval of the following changes to our job descriptions and classifications.

1.) Request from Janet Buskey, Revenue Commissioner, to establish the following new classifications: Mapping Supervisor (CO0210) at pay grade A10 (\$53,523 – \$76,192); Mapper (CO0200) at pay grade A08 (\$43,285 – \$61,617); Mapping Technician (CO0201) at pay grade A05 (\$30,785 – \$43,823); Appraiser III (CO0197) at pay grade A10 (\$53,523 – \$76,192); Appraiser II (CO0196) at pay grade A08 (\$43,285 – \$61,617); Appraiser I (CO0195) at pay grade A06 (\$34,563 – \$49, 201); and Appraisal Technician (CO0198) at pay grade A05 (\$30,785 – \$43,823).

2.) Request from Janet Buskey, Revenue Commissioner, to abolish the following classifications: GIS Coordinator (CO0219); Mapping Appraisal Supervisor (CO0218); Tax and Map Compiler I (CO0206); Commercial-Industrial Appraiser (CO0216); Appraiser (CO0215); Appraisal Mapping Editor I (CO0212); and GIS Editor (CO0204). (This is in conjunction with #1.)

3.) Request from Janet Buskey, Revenue Commissioner, to reclassify the following employees, effective the first full pay period following approval: Todd Grant – GIS Coordinator to Mapping Supervisor; Jimmy Garnett, Terry Gray, Donna Raney, Debbie Richardson, & Dona Wright – Commercial-Industrial Appraiser(s) to Appraiser III(s); Brenda Ayers, Calvin Johnson, & Tracy Powell – Appraiser(s) to Appraiser II(s); Muriel Barlow, Kathy Gatlin, & Lura Widgeon – Appraisal Mapping Editor I(s) to Appraisal Technician(s); and Pam Trammer – GIS Editor to Appraisal Technician. (This is in conjunction with #1 & #2.)

4.) The following classifications are to be abolished once position is vacated by current incumbent(s): Tax & Map Compiler II (CO0208) [Current incumbent-Scot Millican]; and Appraisal Mapping Editor II (CO0217) [Current incumbent-Jennifer Cheatham] (This in conjunction with #1, #2, & #3.)

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve item four of the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

End of Omnibus Vote

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CORRECTIONS OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBER 169

The Administrator presented the following memorandum:

November 20, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on November 18, 2013, agreed to place on the next agenda a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 169 for the Detention Facility.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-2, 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. County Commission	Request Number 3
2. Tax & Audit Department	Request Numbers 4 and 5
3. Risk Management	Request Number 4

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 18-1 through 18-4, 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:

COUNTY COMMISSION – APPROVED ENERGY SERVICES CONTRACT AMENDMENT NUMBER 3 WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC., FOR THE YOUTH FACILITY PROJECT, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

The Administrator presented the following memorandum:

November 27, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Energy Services Contract Amendment Number 3 with Schneider Electric

Schneider Electric Buildings Americas, Inc., has submitted an Energy Services Contract Amendment Number 3 for the Youth Facility project.

This Amendment will be discussed during the Working Session on December 2, 2013. After discussion, I am requesting the Commission waive rules and add this item to the agenda.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request, subject to review by County Attorney. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Amendment Number 3, Scope of Work, and Attorney Gallion's Opinion, Agenda Pages 19-2 through 19-20, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENTS FOR THE STATE
HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 2ATL (FY2012) AND
GRANT NUMBER 1ETL (FY2011)

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

November 19, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Homeland Security Grant
Grant #1ETL
Grant #2ATL

I am requesting that the County Commission waive rules and approve the FY2013 Homeland Security Grants #1ETL and #2ATL at the next Commission meeting. After the grants are approved, please have Mr. Dean sign the grant.

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Cooperative Agreements, Agenda Pages 20-2 through 20-13, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION FOR ALABAMA POWER TO
INSTALL ELECTRICAL CONDUIT AT THE MONTGOMERY INDUSTRIAL PARK,
SUBJECT TO APPROVAL BY THE EXAMINERS OF PUBLIC ACCOUNTS

The Administrator presented the following letter from Engineer Leah Amis of Alabama Power:

November 20, 2013

Leah Amis
Power Delivery Engineer
2460 East 5th Street
Montgomery, AL 36106

Gentleman,

At this time, Alabama Power has developed plans to provide electrical service to DAS – North America located in the Montgomery Industrial Park. The plan for service does not require an extension of the underground loop system however we strongly recommend that the commission proceed with installing conduit for this future extension. If the conduit is installed at the same time of the road extension, the costs are much cheaper and installation more manageable.

This conduit extension will greatly benefit DAS as well as future customers as it allows for Alabama Power to provide electrical service quickly and more efficiently with little to no disturbance to existing customers.

DAS has a desired service date of mid-January and will be paving and landscaping this area soon. If the County Commission is unable to complete the work to satisfy DAS's timeline, Alabama Power can complete the work for a cost of \$27,014.37.

Should you have any questions or need more information, please contact Leah Amis at 832-3657 or Kristi Stewart at 832-3684.

Sincerely,
/s/ Leah Amis, Engineer

End of Letter

Mr. Ingram made a motion to approve authorization for Alabama Power to install electrical conduit at the Montgomery Industrial Park, at a cost of \$27,014.37, subject to approval by the Examiners of Public Accounts. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Map, Agenda Page 21-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Mr. Lee Underwood, Ms. Marion Giles, Ms. Valarie Marshall and Mr. Bernard Johnson, residents of the Lagos Del Sol neighborhood which is located in Hope Hull, addressed the Commission about issues in their community. Mr. Underwood stated that they wanted to follow up from their last meeting with the Commission. He told the Commission that there has been some progress in that Montgomery Water and Sewer inspected the sewer lines. He asked the Commission where the county was on this project and stated that they had been to the City. He reported that Mayor Strange said that the city won't help and that it's the county's responsibility. Mr. Underwood went on to explain that the Mayor would not discuss annexation.

Commissioner Ingram stated that they are in City of Montgomery Police Jurisdiction and the City is collecting tax from Lagos Del Sol citizens. He stated that the Chairman, a Commissioner and the Mayor should meet.

Chairman Dean suggested that the citizens of Lagos Del Sol sign a petition for annexation and give it to the City. He told the representatives of Lagos Del Sol that they are taxpayers and should stand up for what they believe in, adding that we all have to come together to resolve these issues.

County Attorney Gallion stated that this was blatant fraud by the developer and that the City has the power and not the County. He said that it was a crying shame what happened and told the representatives that he wishes he could legally do something but the City has all the authority.

Mr. Underwood informed the Commission that he had contacted ADEM to look at the mosquito infestation in the ditch water. County Engineer Speake stated that they have sprayed 6 times a month throughout the warm season. Mr. Underwood also mentioned that the sidewalks were breaking up. Mr. Speake informed him Lagos Del Sol is the only County subdivision that has sidewalks because the County typically does not require sidewalks. This subdivision has sidewalks since it is located within the City of Montgomery police jurisdiction, and the City of Montgomery Planning Commission required the developer to construct these sidewalks when the development was approved for construction; however, if it is a safety issue, the Engineering Department could replace specific areas. He added that focus needs to be on the drainage issue.

Ms. Marshall spoke about the sink hole near her home which is spreading and has affected the sidewalks. She expressed her fears for her and her grandchildren. Commissioner Ingram stated that the County's hands are tied.

Chairman Dean told the representatives that these issues are a priority for the Commission. He stated that he thinks this is inhumane. He informed them that the Commission will set up a meeting with the City officials and requested that they have one or two representatives at the

meeting to make a presentation. He explained that the Commission has to abide by the law and that people of authority can change the laws. He said that the Commission has been in touch with Congresswoman Terry Sewell's office regarding these issues.

Vice Chairman Harris told the representatives that they need to concentrate on the ditch and pipes issues. He stated even if the Commission could find a way to help, they would have to find the money. He explained that the County cannot work on private property and that they would have to get easements, which take a long time, in order for the County to do any work. Ms. Jiles stated that they had looked at the deeds and it does not show on the deeds that the County is not responsible.

Ms. Jiles asked about cleaning out the ditch that is by her house and Mr. Speake stated that the County does not have an easement on it. Ms. Jiles stated that the County has cleaned it out before and Mr. Speake told her that in the 17 years he has been with the County, they have never cleaned the ditch.

Chairman Dean reiterated that the Commission will set up a meeting with the City to look at what can be done. He told the representatives that he hopes they get the information from the state soon.

Commissioner Ingram told the audience good morning and hoped they had a great Thanksgiving. He congratulated the Auburn Tigers and stated that he hopes they continue their winning streak. He said that he is missing Commissioner Polizos who recently won the race for the House District 74 seat. He noted that Commissioner Polizos had only missed one Commission meeting during his tenure, he was a great part of the Commission, and he will be missed. He requested that everyone pray for the Godwin family who lost their 16 year old son over the Thanksgiving holiday. He stated that the boy had drown in Lake Martin while duck hunting. Commissioner Ingram told the audience that there is a protester outside because they have to come through the metal detectors in order to come into the Commissioner's Court. He explained that if you are not an employee, you must come through the metal detectors which are there for everyone's safety. He told everyone to have a good week.

Commissioner Williams told the audience good morning and that it was good to see each of them. He told them that he hoped they had a Happy Thanksgiving. He recognized attendees from the Southlawn Baptist Church and also recognized Revered Al Dixon, Jr. He invited the employees to come and share in the Christmas luncheon which will be held on December 10th and for them to bring their spouses. He stated that it would be nice for the spouses to see what the Commission does for the employees. He expressed his appreciation for the employees and told the audience that the county has some incredible employees.

Chairman Dean told the audience good morning. He explained that unfortunately the spouses could not attend the luncheon, as it is only budgeted for the employees. He stated that it was good to see everyone back from the Thanksgiving holiday, and that he looks forward to some good times in 2014. He stated that it is not about the Commission but about the employees who run the day-to-day operations. In response to the concerns expressed by the residents of the Lagos Del Sol neighborhood, Chairman Dean explained that we can't continue to say it's the

City's fault or the County's fault, and that we need to come around the same table to make things happen. He added that the Commission has to abide by the law.

Vice Chairman Harris told the audience good morning and he hoped they all had a wonderful Thanksgiving. He recognized Dr. D'Linell Finley, Sr., who taught him while he was in undergraduate school and told Dr. Finley to not be a stranger. He wished everyone a wonderful week. Vice Chairman Harris stated that in regards to the budget, the Commission's goal is to work with what they have and to try to get more revenue. He added that they would like to keep the merit increases, end the hiring freeze, resume the cost of living raises, and to not have to say no as often. He then recognized Mr. Derrick Cunningham, a candidate for sheriff, and he informed the audience that the Commission is about to lose another Commissioner, Commissioner Ingram. He predicted that Commissioner Ingram will be elected and that the County will have another friend in the Alabama Legislature.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on December 2, 2013, at 10:16 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-15-13

Check Number	To	Check Number
239563		239586
Total Checks Paid		\$234,222.94

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 11-15-13

Check Number	To	Check Number
239587		239654
Total Checks Paid		\$184,006.62

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

12-02-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-22-13

Check Number	To	Check Number
239655		239768
Total Checks Paid		\$11,120.00

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

12-02-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-22-13

Check Number	To	Check Number
239769		239837
Total Checks Paid		\$406,050.65

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 11-22-13

Check Number	To	Check Number
239838		239952
Total Checks Paid		\$676,366.99

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 11-26-13

Check Number	To	Check Number
239953		239983
Total Checks Paid		\$58,381.74

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

Agenda

DEC - 2 2013

12-02-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-26-13

Check Number	To	Check Number
239985		240033
Total Checks Paid		\$112,494.45

CHECK #	PAYEE	AMOUNT	DATE
239984	ECHO	\$1,250.00	11/26/13

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 TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
11/27/13**

Payroll Check Number	118170	To	Payroll Check Number	118274	\$ 91,465.85
Direct Deposits					\$ 860,866.00
Payroll Check Number	118275	To	Payroll Check Number	118291	\$ 203,345.60
Direct Deposits					\$ 62,057.35
Federal Deposits					\$ 338,531.84
Total Payroll Paid					\$ 1,556,266.64

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



2014 Montgomery County Commission Meeting Schedule

January	July
Monday, January 6 th	Monday, July 7 th
* Tuesday, January 21st	Monday, July 21 st
February	August
Monday, February 3 rd	Monday, August 4 th
* Tuesday, February 18th	Monday, August 18 th
March	September
Monday, March 3 rd	* Tuesday, September 2nd
Monday, March 17 th	Monday, September 15 th
April	October
Monday, April 7 th	Monday, October 6 th
Monday, April 21 st	Monday, October 20 th
May	November
Monday, May 5 th	Monday, November 3 rd
Monday, May 19 th	Monday, November 17 th
June	December
Monday, June 2 nd	Monday, December 1 st
Monday, June 16 th	Monday, December 15 th

The Information Session begins at 8:00 a.m. at the Commissioner's Conference Room. The Formal Session begins at 9:30 a.m., in the Commissioners' Court. All sessions are held on the first floor of the Montgomery County Administration Building, Courthouse Annex III, located at 101 S. Lawrence Street.

* In keeping with the County Commission policy, adopted on November 14, 2012, commission meetings will take place on the first and third Mondays of each month. If a holiday falls on a meeting date, the meeting will be held the next day, on a Tuesday. There will be three (3) Tuesday meetings in 2014: **Tuesday, January 21st (for Martin Luther King, Jr. Day)** **Tuesday, February 18th (for President's Day)** and **Tuesday, September 2nd (for Labor Day)**.

1 155558-1 : n : 11/06/2013 : FC / th LRS2013-3972

2
3
4
5
6
7
8
9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to any Class 3 municipality organized under
14 Act 618, 1973 Regular Session (Acts 1973, p. 879); to further
15 provide for the membership of any airport authority
16 established by the city.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Notwithstanding any other provision of
19 law, any airport authority established by any Class 3
20 municipality organized under Act 618, 1973 Regular Session
21 (Acts 1973, p. 879), shall have two additional members
22 appointed by the county commission of the county where the
23 municipality is located. Members appointed pursuant to this
24 section shall serve for terms as currently provided for other
25 members of the authority.

26 Section 2. All laws or parts of laws which conflict
27 with this act are repealed.

1 Section 3. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; to provide for
14 service of process in Montgomery County; to increase the fee
15 for civil or criminal documents with certain exceptions; and
16 to provide for the disposition of funds.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. This act shall only apply to Montgomery
19 County.

20 Section 2. (a) In addition to all existing charges,
21 fees, judgments, and costs of court, in the criminal division
22 of the district and circuit courts of Montgomery County, an
23 additional service of process fee of thirty dollars (\$30) per
24 document for service or attempted service shall be imposed.

25 (b) In addition to all existing charges, fees,
26 judgments, and costs of court, in the civil division of the
27 district and circuit courts of Montgomery County, an

1 additional service of process fee of thirty dollars (\$30) for
2 service or attempted service per document shall be imposed.

3 (c) The court official designated in Montgomery
4 County by law for the respective courts shall collect the
5 service of process fee designated in subsections (a) and (b)
6 and shall remit the fees collected to the Montgomery County
7 Commission to be deposited in the county general fund.
8 Notwithstanding the foregoing, the fee shall not be imposed
9 and collected if the court finds payment of the fee will
10 create a substantial hardship. A verified statement signed by
11 the person requesting service and approved by the court
12 attesting the substantial hardship shall be filed with the
13 clerk of the court.

14 (d) The district attorney, law enforcement, and
15 grand juries shall be exempt from payment of the fees provided
16 in this act.

17 Section 3. This act shall become effective on the
18 first day of the third month following its passage and
19 approval by the Governor, or its otherwise becoming law.

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; to provide for the
14 transfer of all duties, responsibilities, and liabilities
15 relating to the assessment and collection of ad valorem taxes
16 on motor vehicles from the revenue commissioner to the judge
17 of probate; and providing an effective date.

18 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

19 Section 1. This act shall apply only in Montgomery
20 County.

21 Section 2. All duties, responsibilities, and
22 liabilities regarding motor vehicle and non-motorized vehicle
23 assessment and ad valorem tax collection heretofore performed
24 by the revenue commissioner shall be transferred to and shall
25 be performed by the judge of probate.

26 Section 3. All laws or parts of laws which conflict
27 with this act are repealed.

1 Section 4. This act shall become effective on June
2 1, 2014, following its passage and approval by the Governor,
3 or its otherwise becoming law.

8 SYNOPSIS: This bill would propose an amendment to
9 Amendment No. 852 to the Constitution of Alabama of
10 1901, now appearing as Section 6.70, Local
11 Amendments, Montgomery County, Official
12 Recompilation of the Constitution of Alabama of
13 1901, as amended, to allow the County Commissioners
14 of Montgomery County to participate in the
15 Employees' Retirement System and to provide for a
16 retroactive effect.
17

18 A BILL
19 TO BE ENTITLED
20 AN ACT
21

22 Proposing an amendment to Amendment No. 852 to the
23 Constitution of Alabama of 1901, now appearing as Section
24 6.70, Local Amendments, Montgomery County, Official
25 Recompilation of the Constitution of Alabama of 1901, as
26 amended, to allow the County Commissioners of Montgomery

1 County to participate in the Employees' Retirement System and
2 to provide for a retroactive effect.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

4 Section 1. The following amendment to Amendment No.
5 852 to the Constitution of Alabama of 1901, now appearing as
6 Section 6.70, Local Amendments, Montgomery County, Official
7 Recompilation of the Constitution of Alabama of 1901, as
8 amended, is proposed and shall become valid as a part of the
9 Constitution when all requirements of this act are fulfilled:

10 PROPOSED AMENDMENT

11 Amendment No. 852 of the Constitution of Alabama of
12 1901, now appearing as Section 6.70, Local Amendments,
13 Montgomery County, Official Recompilation of the Constitution
14 of Alabama of 1901, as amended, is amended to read as follows:

15 "Amendment No. 852.

16 "No elected or appointed Revenue Commissioner in
17 Montgomery County may assume a supernumerary office after the
18 effective date of this amendment. Any person who, on the
19 effective date of this amendment, is entitled to participate
20 in a supernumerary program may continue to participate in that
21 supernumerary program, which shall include the assumption of a
22 supernumerary office according to the terms and conditions of
23 the law which established that supernumerary program. The
24 members of the Montgomery County Commission and the Revenue
25 Commissioner of Montgomery County may participate in the
26 Employees' Retirement System of Alabama upon the same terms
27 and conditions as may be specified by law for any other

1 employee in the same retirement system. The members of the
2 Montgomery County Commission and the Montgomery County Revenue
3 Commissioner holding office at the time of the ratification of
4 this amendment shall be eligible to purchase service credit in
5 the Employees' Retirement System for the time the official has
6 served in the current office; provided, however, the official
7 shall forego the assumption of a supernumerary office. This
8 amendment does not include ~~a county commissioner~~, a judge,
9 district attorney, legislator, school board member, or any
10 official elected from a judicial circuit."

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Amendment 555 to the
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official ReCompilation of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to Amendment No. 852 to the Constitution of Alabama
24 of 1901, now appearing as Section 6.70, Local Amendments,
25 Montgomery County, Official ReCompilation of the Constitution
26 of Alabama of 1901, as amended, to allow the members of the

1 Montgomery County Commission to participate in the Employees'
2 Retirement System.

3 "Proposed by Act _____."

4 This description shall be followed by the following
5 language:

6 "Yes () No ()."

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Bill Petrey
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
1055 Holley Mill Road
Eclectic AL 36024
Work: (334) 625-2960
Cell: (334) 354-6426

11/3/2013

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2013

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2013

Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2013

John Treat
P.O. Box 441
Hope Hull, AL 36043
Cell: (334) 318-9924

11/3/2013

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2013

Doug Tisdale
CARE Ambulance
1150 Panama Street
Montgomery, AL 36107
Cell: (334) 850-2636
Work: (334) 386-3802

11/3/2013

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
Home: (334) 272-5690
Work: (334) 286-2723

11/3/2013

Term: 1 year

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
 Kaufman Gilpin McKenzie Thomas Weiss, PC
 P.O. Drawer 4540
 Montgomery, Alabama 36103-4540
 Direct Dial: 334-409-2236
 Email: rgilpin@kgmlegal.com

12/1/2015

* Carolyn Millender
 3552 Dee Drive
 Montgomery, AL 36116
Millender1908@gmail.com
 Home: 281-2108 Cell: 313-1653

12/1/2013

* Daniel Harris
 3857 Colline Drive
 Montgomery, AL 36106
 Home: (334) 239-7351

12/1/2013

Frank Brown
 PO Box 6101
 Montgomery, AL 36106-6101
 Cell: 224-2281 Work: 353-4609

12/1/2015

James E. Williams
 P.O. Drawer 5130
 Montgomery, AL 36103
 Home: 834-4746 Work: 263-6621

12/1/2015

Florence Cauthen
 800 Cauthen Drive
 Montgomery, AL 36105
 Cell: 318-7696
Florence.cauthen@gmail.com

12/1/2015

Robert Taylor, III
 7459 Old Barn Road
 Montgomery, AL 36117
 Work: 242-5870 Cell: 221-5385
Rtaylor3@charter.net

12/1/2015

District Attorney Ellen Brooks
 Work: 832-2550

12/1/2016

Sheriff D.T. Marshall
 Work: 832-2593

12/1/2014

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

**Montgomery City-County Public Library
Board of Trustees
2012 Directory**

Thomas McPherson, President
County Appointment
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Phone W #264-7919 F #264-7917
Cell #202-5533
edrs@knology.net
Term Expires: June 1, 2016

Catherine Wright
County Appointment
3865 Colline Drive
Montgomery, AL 36106-3357
Phone W #420-4252 H #277-9956
Cell #315-6854
cwright@trenholmstate.edu
Term Expires: June 1, 2014

William Fain
County Appointment
7029 Mid Pines Circle
Montgomery, AL 36117-8503
Cell #398-3344
wtfain@charter.net
Term Expires: June 1, 2015

Gary Burton, Secretary
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439 F #264-7917
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2014

Amy Knudsen
County Appointment
2926 Jamestown Drive
Montgomery, AL 36111-1211
Phone W #244-2587
Phone H #834-1808
Cell #549-5005
Amy.Knudsen@aronov.com
Term Expires: June 1, 2016

Katie Bell
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2012

Sylvia Harper
City Appointment
8549 Wexford Trace
Montgomery, AL 36117-8227
Phone W #265-1594 H #207-2144
Cell #207-2144
sharper@centralalabamaoic.com
Term expires: September 21, 2013

Jim Earnhardt, Vice President
City Appointment
4013 Meredith Drive
Montgomery, AL 36109-2344
Phone H #279-8859 W #261-1525
jme@knology.net (H)
jeanhardt@gannett.com (W)
Term Expires: June 21, 2013

Courtney Williams
City Appointment
P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mcw@chlwa.com
Term Expires: September 21, 2012

Janet Waller
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
Cell #504-250-1219
jmwallar@earthlink.net
Term Expires: September 21, 2014



Betsy Atkins
County Appointment
201 Laurel Springs Court
Pine Level, AL 36064-0059
Phone H #334-584-9294
Term Expires: June 1, 2013

Eddie R. Johnson, Treasurer
City Appointment
P.O. Box 302101
Montgomery, AL 36104-2101
Phone W #242-9960
ejohnson@alsde.edu
Term expires: June 21, 2011



Paulette Moncrief
County Appointment
4216 Green Meadow Drive
Montgomery, AL 36108-5010
Phone W #834-0033 H #288-5584
Cell #399-2456 Fax #264-3344
pmoncrief@montgomerycommaction.com
Term Expires: June 1, 2013

Chester Mallory
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2014

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
mary_mclemore@mindspring.com

Kenneth Coleman
City Appointment
P.O. Box 160
Montgomery, AL 36101-0160
Phone W #832-3301
Cell #850-4213
kecolema@southernco.com
Term expires: September 21, 2012

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Vivian White, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
vwhite@mccpl.lib.al.us

4 Year Terms

Library Home Page
<http://www.mccpl.lib.al.us>
1/13/2011

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2014 and shall terminate December 31, 2014.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$52,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.
8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the ____ day of _____, 2013.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 5

DATE: January 1, 2014

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

-Contract is hereby extended for a three (3) month period, beginning January 1, 2014 and ending March 31, 2014.

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

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Rushton, Stakely, Johnston & Garrett, P.A.

P.O. Box 270
184 Commerce Street
Montgomery, AL 36101-0270
(334) 206-3100
Fax # (334) 262-6277

FEDERAL ID# 63-0659075

City of Montgomery
Attn: Barry Crabb, Finance Director
P.O. Box 1111
Montgomery, AL 36101-1111

October 30, 2013

Montgomery County, Alabama
c/o Donald Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

INVOICE # : 416149

Prod: JWB

Client: 0390

RE: 0390-0071 DAS North America, Inc

STATEMENT SUMMARY

Total Fees For this Statement:	\$1,737.50
Total Disbursements for this Statement:	\$1.13
Total Due:	\$1,738.63*

*Amount Due from City of Montgomery (60%): \$1,043.18

*Amount Due from Montgomery County, Alabama (40%): \$695.45

Rushton, Stakely, Johnston & Garrett, P.A.

P.O. Box 270
184 Commerce Street
Montgomery, AL 36101-0270
(334) 206-3100
Fax # (334) 262-6277

FEDERAL ID# 63-0659075

City of Montgomery
Attn: Barry Crabb, Finance Director
P.O. Box 1111
Montgomery, AL 36101-1111

October 30, 2013

INVOICE # : 416149

Prod: JWB

Client: 0390

Montgomery County, Alabama
c/o Donald Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

RE: 0390-0071 DAS North America, Inc

STATEMENT

For Professional Services Rendered through October 30, 2013:

07/10/2013	JWB	E-mail to Ellen McNair and Justice Smyth re: status of water/sewer and recordation of Plat; E-mail from Ellen McNair re: same.	0.10 hrs
07/16/2013	JWB	Telephone conference with Ellen McNair re: status of project, plat and water and sewer grant; E-mails from Ellen McNair re: Shabbir Olia's (ADECA) e-mail re: status of grant.	0.30 hrs
07/19/2013	JWB	Review file in preparation for meeting; meeting at Chamber with Ellen McNair, Justice Smyth, Donnie Mims, DAS representatives and Goodwyn, Mills representatives re: status of project, water and sewer grant and road construction and timetables.	1.50 hrs
07/29/2013	JWB	E-mail from Ellen McNair forwarding Jim Byard's e-mail regarding status of HUD grant.	0.10 hrs
08/01/2013	JWB	Meeting at Goodwyn, Mills to review status of project, including water and sewer and road construction.	1.50 hrs
08/06/2013	JWB	E-mails from and to Ellen McNair re: closing documents and closing; E-mail to Derril Strickland re: surface drainage easement.	0.20 hrs
08/07/2013	JWB	E-mail from Derril Strickland re: legal description and drawing of spillage easement; E-mail to Derril Strickland re: same.	0.25 hrs
08/08/2013	JWB	E-mails from and to Derril Strickland re: spillage easement.	0.10 hrs
08/13/2013	JWB	E-mail from Ellen McNair re: Montgomery County's receipt of CDBG funds and regarding closing; E-mail to Chris Simmons re: same.	0.10 hrs
08/14/2013	JWB	E-mail to Tommy Gallion re: Project Agreement and Deed from Montgomery County to DAS North America.	0.10 hrs

08/16/2013	JWB	E-mails from and to Derril Strickland re: recordation of Plat; E-mails from and to Judy Jones re: recorded Plat and street address; E-mail to Donnie Mims and Tommy Gallion re: street address; revise Deed and Mortgage and e-mail same to Donnie Mims and Tommy Gallion.	0.50 hrs
08/20/2013	JWB	E-mail from Ellen McNair re: timeline; E-mails to Tommy Gallion and Donnie Mims.	0.10 hrs
08/21/2013	JWB	E-mail to William Martin re: recorded Plat, Deed and Mortgage.	0.10 hrs
08/22/2013	JWB	E-mails from and to William Martin re: borrowing resolution regarding execution of Mortgage; prepare Storm Water Drainage Easement.	0.50 hrs
08/23/2013	JWB	Revise Storm Water Drainage Easement and e-mail same to Tommy Gallion for review; E-mails to and from William Martin re: Storm Water Drainage Easement and consent for execution of Mortgage; E-mail from William Martin forwarding Unanimous Written Consent of the Directors of DAS North America, Inc.	0.40 hrs
08/23/2013	JWB	E-mail from William Martin re: comments to Storm Water Drainage Easement; revise Storm Water Drainage Easement and e-mail same to Tommy Gallion.	0.50 hrs
08/28/2013	JWB	Telephone conference with Tammy Nix of Donnie Mims' office re: Chairman Dean's name in Deed and Easement; revise Deed, Easement and Mortgage and e-mail same to Donnie Mims, et al.; E-mail from William Martin forwarding e-mail to James Uhm re: Deed, Easement and execution of Mortgage; E-mail to Donnie Mims, et al., re: same.	0.50 hrs
09/10/2013	JWB	E-mail to Donnie Mims, et al., forwarding recorded documents.	0.10 hrs

Jeffrey Blitz

6.95 hrs @

\$250.00 /hr

\$1,737.50

Total Fees

\$1,737.50

For Disbursements Incurred:

Delivery

\$1.13

Total Disbursements Incurred

\$1.13

For Professional Services

6.95

\$1,737.50

For Disbursements Incurred

\$1.13

Total This Invoice\$1,738.63

Balance Forward

\$0.00

Total Due

\$1,738.63

INVOICE # : 416149

IRS # : 63-0659075

MEMORANDUM

TO: Clay Henley, Chief Appraiser *CH*

FROM: Barbara Montoya, Personnel Director *BM*

DATE: October 29, 2013

SUBJECT: Results of County Appraisal Department's Classifications and Organizational Structure

In response to your request, the Personnel Department has performed an extensive five month review of the organizational structure of the County Appraisal Department to include a review of the classifications assigned to this department. As a result of the organizational structure of the department and the division of duties, the department's classifications were separated and evaluated in two divisions: the Appraisal Division (to include both Real Property Appraisal and Business Personal Property Appraisal) and the Mapping Division.

Appraisal Division:

After reviewing the appraisal division's current operations and needs, it is our recommendation that the department adopt an Appraiser series to include the classifications of Appraiser I, Appraiser II, and Appraiser III. The Appraiser I classification would exist to perform entry level appraisal duties, focusing on collection of data through field inspections. The Appraiser II classification would exist to perform intermediate level appraisal duties, to include the appraisal of real and personal property for tax valuation purposes, while the Appraiser III classification would exist to perform highly complex appraisal work as well as serving as departmental experts and lead workers. In conjunction with the creation of the series, it is our recommendation that the classifications of Commercial-Industrial Appraiser and Appraiser be abolished. (The duties previously prescribed to the two aforementioned classifications were absorbed into the job descriptions of the new series' classifications.) The current position incumbents, if any, should be reallocated the corresponding classifications.

In addition to the creation of the Appraiser series, it is our recommendation that the duties assigned to the classifications of GIS Editor, Appraisal Mapping Editor I, and Appraisal Mapping Editor II be combined into one, single classification. To that end, a job description has been written based on the duties assigned to these three classification; this classification is to be entitled Appraisal Technician. As a result of this combination, it is our recommendation that the GIS Editor and Appraisal Mapping Editor I classifications be abolished and the current incumbents, if any, be reallocated to the Appraisal Technician classification. (There is currently one Appraisal Mapping Editor II incumbent; once this incumbent vacates the classification, it is our recommendation that the position be abolished also.)

The job description for Personal Property Auditor was also reviewed and revised in order

to address changes to the responsibilities and essential functions of the classification. These revisions resulted in updates to the job description; however, they did not result any changes to the classification title, classification code, or pay grade.

As a result of the reorganization of the appraisal division, which included the abolishment as well as establishment of classifications, it was necessary to perform pay evaluations on the classifications. As a result of these pay evaluations, it is our recommendation that the pay grades be assigned as follows:

- Appraiser III A10
- Appraiser II A08
- Appraiser I A06
- Appraisal Technician A05

The recommendations are consistent with the job evaluation plan utilized to set pay grades as well as the Appraisal Department's current pay structure.

Mapping Division:

After reviewing the mapping division's current operations and needs, revisions were made to the job descriptions of all classifications assigned to that division. As a result to changes made to the job descriptions as well as the division's organizational structure during this evaluation, it is our recommendation that the classification titles be changed from GIS Coordinator to Mapping Supervisor and from Mapping Appraisal Supervisor to Mapper, with the former titles being abolished. The current position incumbents, if any, should be reallocated the corresponding classifications.

Additionally, it is our recommendation that the duties assigned to the classifications of Tax & Map Compiler I and Tax & Map Compiler II be combined into one, single classification. To that end, a job description has been written based on the duties assigned to these three classification; this classification is to be entitled Mapping Technician. As a result of this combination, it is our recommendation that the Tax & Map Compiler I classification be abolished and the current incumbents, if any, be reallocated to the Mapping Technician classification. (There is currently one Tax & Map Compiler II incumbent; once this incumbent vacates the classification, it is our recommendation that the position be abolished also.)

As a result of the reorganization of the mapping division, which included the abolishment as well as establishment of classifications, it was necessary to perform pay evaluations on the classifications. As a result of these pay evaluations, it is our recommendation that the pay grades be assigned as follows:

- Mapping Supervisor A10
- Mapper A08
- Mapping Technician A05

The recommendations are consistent with the job evaluation plan utilized to set pay grades as well as the Appraisal Department's current pay structure.

A chart of all changes to classifications and pay grades as well as revised organizational chart and copies of all revised classifications has been attached for your review. If you are in

agreement with our recommendations, please sign the enclosed job descriptions for the proposed classifications. Once these are received, they will be sent to the County Commission for review. If Commission approval is received, these items will then be placed on the Personnel Board agenda for review. After approval is received, if you would like to move forward with filling any vacant positions, we can begin the announcement process.

If you have any questions concerning this recommendation, you may call Kaila Matney, Personnel Analyst, or Mark Willis, Senior Personnel Analyst. Thank you for allowing us to assist you with your personnel needs.

Current Classification Titles, Codes, & Pay Grades with Revised Titles, Codes, and Pay Grades

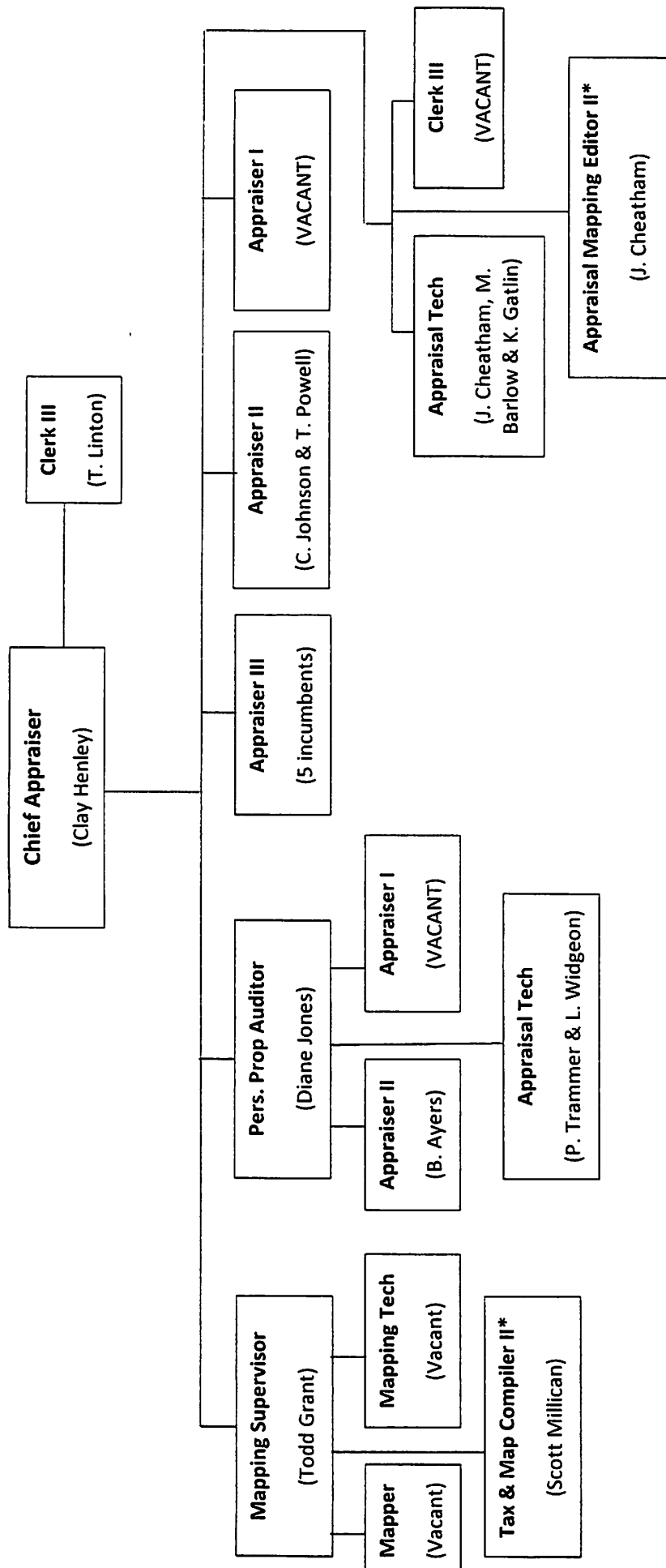
	Current Class Title & Code	Revised Class Title & Code	Current Pay Grade & FLSA Status	Revised Pay Grade & FLSA Status
Mapping Division	Chief Appraiser (#0220)	N/A (Not reviewed)	A14; E	N/A
	GIS Coordinator (#0219)	Mapping Supervisor (#0210)	A10; E	A10; E
	Mapping Appraisal Supervisor (#0218,	Mapper (#0200)	A09; E	A08; NE
	Tax & Map Compiler II (#0208)**	Mapping Technician (#0201) NOTE: Reestablishment of Abolished class	A07; NE	A05; NE
	Tax & Map Compiler I (#0206)*		A05; NE	
Appraisal Division	Personal Property Auditor (#0213)	Personal Property Auditor (#0213) (NO CHANGE to Title)	A10; E	N/A (Did not evaluate)
	Commercial-Industrial Appraiser (#0216)	Appraiser III (#0197)	A10; E	A10; E
	Appraiser (#0215)	Appraiser II (#0196)	A08; NE	A08; NE
	NEW Position	Appraiser I (#0195)	----	A06; NE
	Appraisal Mapping Editor II (#0217)**	Appraisal Technician (#0198)	A07; NE	A05; NE
	Appraisal Mapping Editor I (#0212)*		A05; NE	
	GIS Editor (#0204)*		A05; NE	

*Current incumbent(s) to be reallocated to new classification

**To be abolished once current incumbent(s) vacate position

13-6

County Appraisal Department – 10/2013 Reorg



*To be abolished once position is vacated by current incumbent(s)

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number 169

Proposed Effective Date November 25, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,393 Grade PCT

D. T. Marshall
Corrections Officer - \$29,569 Grade PC1

Date November 13, 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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

DEC - 2 2013

Date: November 27, 2013
To: Donald L. Mims, Administrator
From: Donald, L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: December 4, 2013 Return Date: December 5, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2013 ACCA Legislative Conference
Birmingham, Marriot on Highway 280 -Jefferson County

Traveler (s) Name: 1. Donald L Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$356.60 Advance Registration Required: \$150.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$150.00, Meals - \$75.00; Lodging - \$131.60

To: Donald, L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/02/13 reimbursement of actual and necessary expenses in the
approximate amount of \$356.60 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$100.68</u>	
Budget Available:	<u>\$22,399.32</u>	
Current Requests:	<u>\$356.60</u>	
Budget Balance:	<u>\$22,042.72</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/27/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC - 2 2013

Request # 4

Date: November 25, 2013
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: February 10, 2014 Return Date: February 13, 2014

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend ALTIST Certified Revenue Examiner Program Course: Multistate Tax Commission ("MTC") Statistical Sampling Course for Sales and Use Tax Audits.
Attendee will earn 32 hrs. toward her 40 hr. CRE requirement for 2014.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,125.00 Advance Registration Required: \$895.00

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

Additional Comments: Registration Fees of \$895.00 will need to be paid in advance to Auburn University Center for Governmental Services. Other Estimated Expenses: Meals \$135.
Lodging \$0. Mileage \$95.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 12/02/13 reimbursement of actual and necessary expenses in the approximate amount of \$1,125.00 and advance registration of \$895.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,000.00</u>	
Approved Requests:	<u>\$1,583.00</u>	
Budget Available:	<u>\$6,417.00</u>	
Current Requests:	<u>\$1,125.00</u>	
Budget Balance:	<u>\$5,292.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/25/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

DEC - 2 2013

Date: November 25, 2013
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Alabama
Departure Date: February 24, 2014 Return Date: February 26, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2014 GFOAA Annual Conference in Mobile, AL on 2/24 - 2/26/2014.
Attendee will earn 16 CPE Hours toward CRE certification requirement for 2014.
Registration fee includes the \$50 annual membership for regular members.

Traveler (s) Name: 1. Terri Henderson 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: \$295.00

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

Additional Comments: Registration Fee of \$295.00 to be direct billed to Montgomery County Commission
Tax & Audit Department by GFOAA and due by 2/7/14. Other Estimated Costs:
Lodging \$306. Mileage \$193. Meals \$150. Parking \$51 (est. @ \$17/ day x 3 days).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 12/02/13 reimbursement of actual and necessary expenses in the
approximate amount of \$995.00 and advance registration of \$295.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$1,583.00</u>
Budget Available:	<u>\$6,417.00</u>
Current Requests:	<u>\$2,120.00</u>
Budget Balance:	<u>\$4,297.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/25/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

DEC - 2 2013

Date: November 27, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Al
Departure Date: December 4, 2013 Return Date: December 5, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2013 ACCA Legislative Conference
Birmingham Marriot on Highway 280-Jefferson County

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$460.56 Advance Registration Required: \$150.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$150.00, Meals - \$75.00, Lodging - \$131.60, Mileage -\$103.96

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 12/02/13 reimbursement of actual and necessary expenses in the
approximate amount of \$460.56 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,066.69</u>	
Budget Available:	<u>\$13,933.31</u>	
Current Requests:	<u>\$460.56</u>	
Budget Balance:	<u>\$13,472.75</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/27/2013

cc: Finance Director / Buyer



ENERGY SERVICES CONTRACT AMENDMENT #3

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

Schedule A, Scope of Work

The total of all Implementation Contract payments for this amendment shall be **\$241,232.27**. These payments shall be made as scheduled in Schedule E: Payment Schedule. Payment shall be made within thirty (30) days after receipt of invoice. It is agreed that Customer will not pay any late fees or penalties. ESCO reserves the right to terminate this Contract due to non-payment upon thirty (30) days prior written notice.

Montgomery County Commission		Schneider Electric Buildings Americas, Inc.	
By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

SCHEDULE A: SCOPE OF WORK

1. BUILDING AUTOMATION SYSTEM

The Building Automation System (BAS) is to be installed at the facilities listed below. The BAS will be controllable from a central workstation located on the customer's WAN/LAN (See Schedule F of contract) and will provide continuous access to the system with a user-friendly graphical Windows interface. A web enabled interface will also be included to provide web access to the system for up to 5 simultaneous users. Control zones will be programmed for temperature setup and temperature setback (as stated in Section II-H of contract). Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

Contractor will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

• Youth Facility • Portables A-E • Durrough Annex • Wait Trailer	
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YOUTH FACILITY

A new Building Automation System will be installed to provide for control and monitoring of new equipment being installed as part of the mechanical scope of work. Communication to the central workstation will be provided through the Customer's wide area network. Control parameters are as follows:

Chiller Water Plant

<i>Control Points</i>	<i>Monitoring Points</i>
• Chiller Enable • Chiller Setpoint • Chilled Water Pump Command • Chilled Water Pump Speed • Chilled Water Bypass Valve Position • Standby Pump Command • Standby Pump Pump Speed • Standby Pump CHW Isolation Valve	• Chilled Water Supply Temperature • Chilled Water Return Temperature • Chiller Load • Chiller Run Status • Chiller Alarm • Chiller Evaporator Pressure Differential • Chilled Water System Diff Pressure 1 • Chilled Water System Diff Pressure 2 • Chilled Water Pump VFD Speed Feedback • Chilled Water Pump VFD Fault • Standby Pump VFD Speed Feedback • Standby Pump VFD Fault

Condenser Water Plant

<i>Control Points</i>	<i>Monitoring Points</i>
• Condenser Water Pump Command • Tower Fan Command • Tower Fan Speed •	• Condenser Water Pump Status • Condenser Water Supply Temperature • Condenser Water Return Temperature • Tower Fan VFD Speed Feedback • Tower Fan VFD Fault

Hot Water Plant

<i>Control Points</i>	<i>Monitoring Points</i>
• Boiler System Enable • HW Bypass Valve Position • Hot Water Supply Temperature Setpoint • Hot Water Pump Command • Hot Water Pump Speed • Standby Pump HW Isolation Valve	• Boiler 1 Supply Temperature • Boiler 1 Return Temperature • Boiler 2 Supply Temperature • Boiler 2 Return Temperature • Common HW Supply Temperature • Common HW Return Temperature • HW System Differential Pressure • HW Pump VFD Fault • HW Pump VFD Speed Feedback

AHU-1

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Supply Fan Speed • Hot Water Valve Position • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position	• Supply Temperature • Return Temperature • Mixed Air Temperature • Return Humidity • Space Humidity • Supply Air Static Pressure • Supply Fan VFD Feedback • Supply Fan VFD Fault •

AHU-1 VAV's (Typical of 15 dampers controlled as 8 zones)

<i>Control Points</i>	<i>Monitoring Points</i>
• Damper Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

AHU-2, 3, 4, 5 (Typical of each)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Position • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position	• Supply Temperature • Return Temperature • Mixed Air Temperature • Return Humidity • Space Humidity • Supply Fan Status • Space Temperature • Space Temperature Setpoint Adj. • Space Override

AHU-10, 12 (Typical of each)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Position • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position • Bypass Damper Position	• Supply Temperature • Return Temperature • Mixed Air Temperature • Supply Air Static Pressure • Return Humidity • Space Humidity • Supply Fan Status

AHU-10 VAV's (Typical of 4 dampers controlled as 4 zones)

<i>Control Points</i>	<i>Monitoring Points</i>
• Damper Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

AHU-12 VAV's (Typical of 4 dampers controlled as 3 zones)

<i>Control Points</i>	<i>Monitoring Points</i>
• Damper Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

AHU-9, 13 (Typical of each)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Supply Fan Speed • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position*	• Supply Temperature • Return Temperature • Mixed Air Temperature • Return Humidity • Space Humidity • Supply Air Static Pressure • Supply Fan VFD Feedback • Supply Fan VFD Fault

* - AHU-13 uses two (2) return air dampers.

AHU-9 Fan Powered VAV's (Typical of 8)

<i>Control Points</i>	<i>Monitoring Points</i>
• Damper Position • Heating Valve Position • Fan Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override • Supply Air Temperature • Airflow CFM • Fan Status

AHU-13 Fan Powered VAV's (Typical of 10)

<i>Control Points</i>	<i>Monitoring Points</i>
• Damper Position • Heating Valve Position • Fan Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override • Airflow CFM • Supply Air Temperature • Fan Status

AHU-11

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position	• Supply Temperature • Return Temperature • Mixed Air Temperature • Return Humidity • Space Humidity • Supply Fan Status

AHU-11 Electric Reheat Zone (Typical of 4)

<i>Control Points</i>	<i>Monitoring Points</i>
• Electric Heating Modulation	• Space Temperature • Space Temperature Setpoint Adj. • Space Override • Supply Air Temperature

FCU-A, C, E, H (Typical of 17)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • 2-Pipe Valve Position • Changeover Valve Command • Minimum OSA Damper Command	• Supply Temperature • Supply Fan Status • Space Temperature • Space Temperature Setpoint Adj. • Space Override

FCU-B, D, F (Typical of 17)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • 2-Pipe Valve Position • Changeover Valve Command	• Supply Temperature • Supply Fan Status • Space Temperature • Space Temperature Setpoint Adj. • Space Override

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•	•

FCU-I, J, K (Typical of 6)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Position • Chilled Water Valve Position • Minimum Outside Air Damper Command • Return Air Damper Position	• Supply Temperature • Supply Fan Status • Space Temperature • Space Temperature Setpoint Adj. • Space Override

Hot Water Unit Heaters UH-1 (Typical of 2)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Position	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Hot Water Unit Heaters UH-2, 4 (Typical of 4)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Command	• Space Temperature

Hot Water Unit Heaters UH-3 (Typical of 1)

<i>Control Points</i>	<i>Monitoring Points</i>
• Supply Fan Command • Hot Water Valve Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
• Exhaust Fan Enable/Disable*	• Outside Air Temperature • Outside Air Humidity • IT Communication Temperature

* - Exhaust fans will be grouped together and controlled according to the air handler zone they are associated with.

PORTABLE BUILDINGS A, B, C, D, E

New communicating network thermostats will be installed for the existing split system heat pump air handling units. Control parameters are as follows:

Split System Air Handlers (Typical of 10)

<i>Control Points</i>	<i>Monitoring Points</i>
• Compressor Command • Reversing Valve Command • Supply Fan Command	• Space Temperature • Space Temperature Setpoint Adj. • Space Override

DURROUGH ANNEX

This facility will not have a BAS installed that will communicate with the central workstation. Control of this facility will be by a stand-alone programmable thermostat (2).

WAIT TRAILER

This facility will not have a BAS installed that will communicate with the central workstation. Control of this facility will be by a stand-alone programmable thermostat.

EXCLUSIONS

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

1. Asbestos abatement of any kind.
2. Customer will provide escorts and access in secure areas. Restriction of access will require project cost disruption cost review.
3. Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
4. Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. ESCO will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
5. ESCO will not add or control any window units via the building automation system.
6. ESCO will not control any self-contained units (units with integral control, not for remote control) via the building automation system.
7. Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
8. ESCO is not responsible for existing safeties on equipment or any life safety equipment. If ESCO is to replace a starter with a VFD, ESCO will tie-in existing safety circuit into the VFD safety circuit. ESCO will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to ESCO.
9. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
10. ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
11. If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.

12. Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
13. ESCO will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of ESCO.
14. ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
15. ESCO will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. These buildings are excluded from the scope of work.
16. Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
17. Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
18. Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by the owner.
19. Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
20. Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by ESCO). The total demolition will be the responsibility of the owner, unless otherwise stated.

2. LIGHTING AND CONTROLS RETROFITS

ESCO will be performing lighting retrofits and occupancy sensor installation at the following Customer facilities.

- | | |
|--|--|
| <ul style="list-style-type: none">• Youth Facility• Portables A-E• Durrough Annex• Wait Trailer | |
|--|--|

Lighting will be upgraded as detailed below, improving overall color rendering and lighting efficacy. Light levels will be brought into compliance with Illuminating Engineering Society (IES) standards wherever possible. Occupancy sensors will be installed in areas receiving new fixtures (not retrofits) as designated by Building Energy Code. Sensor location and type is determined by the space operation and savings opportunity.

YOUTH FACILITY

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Occupancy sensors installed in select areas of intermittent use (break rooms, restrooms, workrooms) and select offices, hallways and courtroom.
- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Replace up to 25 new lens and fixtures for architect changes that move walls and fixtures
- Retrofit existing security fixtures with new lamps and ballasts, all fixtures will remain. The fixture is excluded from scope.
- Replace incandescent lamps with compact fluorescent lamps
- Replace Chapel incandescent lamps with LED lamps
- Replace gymnasium HID fixture with high bay fluorescent fixtures and occupancy sensor control
- Install vending miser controls on snack and drink vending machines
- New receptacle in copy room to remove from lighting control
- Replace incandescent exit signs with LED exit signs
- Replace parking lot lamps with new Pulse Start HID lamps
- Replace parking lot lamps with new LED fixtures
- Replace exterior lamps with LED fixtures
- Install new strip LED lighting in Lobby per architect re-design of 22 – 15' strips
 - Design is based on 2.5W fixtures per architect design selection

PORTABLES A-E

- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Current fixtures have already been de-lamped. New configuration will include the de-lamped fixture as currently installed.
- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent exit signs with LED exit signs
- Occupancy sensors installed in select areas of intermittent use and select offices.

DURROUGH ANNEX & WAIT TRAILER

- Retrofit existing T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing T-8 fluorescent fixtures with more efficient, high color rendering T-8 lamps and electronic ballasts
- Current fixtures have already been de-lamped. New configuration will include the de-lamped fixture as currently installed.
- Replace incandescent lamps with compact fluorescent lamps
- Replace incandescent exit signs with LED exit signs
- Occupancy sensors installed in select areas of intermittent use and select offices.
- Replace exterior HID with LED fixtures

EXCLUSIONS

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

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Customer will provide escorts and access in secure areas. Restriction of access will require project cost disruption cost review.
4. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
5. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
6. Hazardous materials testing and abatement not specified in the Scope of Work.
7. Excludes all field, sports, court, playground and performance lighting.
8. Lighting system retrofits on the following lamps, ballasts, or fixtures, unless specified in scope of work:
 - a. Incandescent fixtures as follows:
 - b. On dimmers
 - c. Where heat, fixture size, or photometrics prevent compact fluorescent application
 - d. With low burn hours
 - e. In decorative applications
9. Fluorescent fixtures with existing T5 or T8 lamps and/or electronic ballasts, unless noted
10. Circline fluorescents.
11. Existing compact fluorescent fixtures
12. 1', 2', 3', and 6' fluorescents.
13. HO and VHO fluorescents.
14. F48T12 (Instant Start Slimline) fluorescents.
15. 3" spread U-tube fluorescents.
16. High intensity discharge fixtures.
17. Exit signs as follows:
18. Fluorescent exits
19. Edge-lit signs
20. Incandescent which will not accommodate LED retrofit unit
21. Existing LED exit signs
22. Abandoned fixtures.
23. Task lighting on modular furniture.
24. Black light and aquarium lighting.
25. Exterior lights on/near buildings or in parking lots

26. Dimming systems and associated fixtures unless specified in the Scope of Work.
27. Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
28. Support mechanisms and housings of fixtures.
29. Sockets.
30. Lenses not specified in the Scope of Work.
31. Fluorescent lamp protective sleeves not specified in the Scope of Work.
32. Fixture protective covers.
33. Fluorescent fixture tombstones not specified in the Scope of Work.
34. Switches, twist timers, and breakers will not be replaced.
35. Switch plates will not be replaced.
36. Electrical wiring except that required for ballast replacement in the fixture.
37. Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
38. Lighting fixtures will not be replaced unless specified in the Scope of Work.
39. Lighting fixtures will not be relocated unless specified in the Scope of Work.
40. The lighting scope of work is based on the current floor layout and space occupancy use as currently designated. Any additional changes to the lighting scope of work modified by the Architect scope changes and modifications are not included in this scope of work. Changes will be the responsibility of the CUSTOMER.

3. WATER RETROFITS

ESCO will be performing water retrofits at the following Customer facilities.

• Youth Facility • Portables A-E • Durrough Annex • Wait Trailer	
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YOUTH FACILITY

- Existing high flow water closets will be replaced with 1.28 gpf china and the existing flush valves will also be replaced (15)
- Retrofit Prison Combo flush valves (61)
- Replace existing urinal flush valves and china with a low flow flush valve and urinal china (3).
- Replace existing single metering faucets (2)
- New 4" and 8" faucets (18)
- New kitchen rinse sprayer (1)

PORTABLES A-E

- Existing high flow water closets will be replaced with 1.0 gpf tank top toilets (9)
- Install new aerators on faucets (15). Fixture will not be replaced.

DURROUGH ANNEX AND WAIT TRAILER

- Existing high flow water closets will be replaced with low flow tank top toilets (4)
- Replace existing urinal flush with a low flow flush valve (2). China will not be replaced.
- Install new aerators on faucets (5). Fixture will not be replaced.

EXCLUSIONS

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

1. Existing low flow fixture that cannot be retrofitted for improved performance are excluded from scope of work.
2. Night/holiday work unless otherwise specified in the Scope of Work.
3. Additional labor cost due to restriction of allowable work hours.
4. Customer will provide escorts and access in secure areas. Restriction of access will require project cost disruption cost review.
5. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
6. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
7. Hazardous materials testing and abatement not specified in the Scope of Work.
8. Floor tile and other floor covering repairs.
9. Repair of pre-existing water damaged floors and/or surfaces.
10. Wall tile and other wall covering repairs.

11. Architectural and/or access modifications for Americans with Disabilities Act (ADA) compliance.
12. Non-water consuming bathroom fixtures such as toilet paper or soap dispensers.
13. ADA fixture heights for toilet room(s) for single occupant(s) accessed through a private office and not for common use or public use.
14. Supply piping beyond individual fixture isolation valve or stop.
15. Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
16. Drainage and/or sewer piping.
17. Repair and replacement of supply water riser/isolation valves.
18. Operation of supply water riser/isolation valves that are required to turn water off to areas where retrofits are scheduled.
19. Faucet and/or faucet stem leaks not identified in the Scope of Work.
20. Leaking and/or faulty angle stops.
21. Hose bib leaks not identified in the Scope of Work.
22. Repair of existing basins or leaking parts in shower handles, diverter, or tempering valves for showers.
23. Any fixture or fixture part not specified in the Scope of Work.
24. Water closet flanges unless specified in the Scope of Work.
25. Wall mounted carriers for water closets, sinks, and urinals.
26. No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
27. Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.
28. Scope of work does not include modifications or changes associated with ADA changes. The ADA scope of work is included in the Architect Scope of Work. Fixture replacement in the Youth Facility bathrooms (main building) will require ADA compliance bathroom modifications as included in the Architect scope of work. If the Architect scope is not implemented, the bathroom scope will have to be modified in compliance with local codes.
29. The water scope of work is based on the current floor layout and space occupancy use as currently designated, unless noted. Any additional changes to the water scope of work modified by the Architect scope changes and modifications are not included in this scope of work. Changes will be the responsibility of the CUSTOMER.

4. MECHANICAL AND ELECTRICAL

ESCO will be installing mechanical and electrical projects at the following Customer facilities:

- Youth Facility

MECHANICAL Renovation - Youth Facility

The existing HVAC system will be replaced and modified to an upgraded hydronic system with new equipment. The plant will receive a new chiller, cooling tower and new boilers. The plant pumping system will be replaced to a variable primary system with new pumps. The existing control valves for the chilled water and heating hot water will be replaced with new valves for electronic controls. Variable flow operation will be implemented on the chilled water and heating hot water on the pumping configuration. The two pipe system will be converted to a four pipe operation.

The air handlers and fan coil units will be replaced, along with a VAV box expansion of the front office expansion for individual room control. The VAV boxes will be replaced. The courtroom AHU will become a hydronic system and the existing duct heaters will remain in place. The secure area VAV air handlers will be replaced along with VAV boxes.

The kitchen AHU will be moved to the secure area storage room on the back side of the existing mechanical room. The existing mechanical room will be renovated as part of the architect work for dry storage expansion.

The AHU serving the classrooms and chapel areas in the secure area will be installed in the mechanical room as coordinated with the architect laundry room extension.

The existing piping and ductwork will be replaced with new piping and ductwork. The only piping to remain is the copper piping located in the walls for the fan coil units.

The existing domestic hot water system will remain in place.

A new diesel generator will be installed to provide emergency backup of lighting, AHU operation, chillers and security systems only.

In coordination with the controls upgrades at the Youth Facility, ESCO is installing variable frequency drives on the variable air volume air handlers. The VFD will control the fan speed based on system static pressure.

The construction of this project includes the shutdown of areas for multiple weeks. The schedule and shut down coordination will be with the CUSTOMER and ESCO. This includes the hallways of the secure area, which will require ceiling panel removal for multiple days. The construction of this project will make considerable noise and coordination will be important. CUSTOMER is responsible for moving occupants to different areas of the building during construction. The Youth Facility has requested that

the CUSTOMER provide additional resources for moving and to not be Youth Facility staff or ESCO. This is the decision of the CUSTOMER.

CUSTOMER will provide security and escorts to ESCO during installation in secure areas if applicable. Reasonable access is required to perform work.

Demo:

Plant

- The chiller, boiler and cooling tower will be removed for replacements
- The existing chilled water and hot water pumps will be removed for replacement
- The associated piping will be removed as needed for plant piping reconfiguration
- Existing chilled and heating water valves will be removed.

AHUs

- Existing air handlers will be removed for new installation
- Existing fan coil units will be removed for new installation.
- Existing direct expansion unit located on roof

Install:

Plant

- A new chiller will be installed to replace removed chiller
- Two new boilers will be installed to replace removed boiler
- A new cooling tower will be installed to replace removed cooling tower
- A new chilled water pump, hot water pump and redundant pump will be installed to replace removed chilled water and hot water pumps
- Related piping connection for new pumps and valve replacements.
- Flushing of new sections of piping and re-connection of water treatment system. Restoration of water chemicals to pre-construction levels by Owner's preferred Water Treatment Provider.
- All existing chilled and heating water valves will be replaced with new valves and electronic controls.
- Disconnect existing electrical feeders serving demolished equipment and reconnect feeders to serve the new equipment.

AHUs

- Installation of new AHU-1 in mechanical room serving secure classrooms and associated areas
 - Install new damper assemblies in existing ductwork for airflow control
 - Ductwork will be replaced
- Installation of new AHU-2, AHU-3, AHU-4, AHU-5 serving Cell A & Cell B
 - New hydronic piping installed
 - Ductwork will be replaced
- Install new AHU-6 serving kitchen in secure area storage room (Rm 126)
 - Ductwork will be replaced and will be extended to new AHU in Storage Room.
- Install new AHU-7 and AHU-8 serving Cell C to remain 4-pipe system
 - Ductwork will be replaced
- Install new AHU-9 serving secure area offices
 - New VAV boxes installed

- Ductwork will be replaced
- Install new AHU-10 serving Judge's chambers and offices
 - Install new damper assemblies in new ductwork for airflow control
- Install new AHU-11 serving courtrooms
 - Ductwork will be replaced
 - Extend Chilled Water piping to new cooling only AHU
 - Replace duct heaters
- Install new AHU-12 serving Lounge and offices
 - Install new damper assemblies in new ductwork for airflow control
 - Ductwork will be replaced
- Install new AHU-13 serving office areas in front of building
 - Install new VAV boxes for individual room control
- Install new fan coil units serving the Dayrooms of Cell A and B.
- Install new fan coil unit/unit ventilators to replace office fan coil units
- Install new fan coil units to provide outside air for interior spaces that currently is not provided with outside air
- Post-construction test of affected AHU air flows
- Disconnect existing electrical feeders serving demolished equipment and reconnect feeders to serve the new equipment.

Piping/Valves

- New chilled water and hot water piping to be replaced. Hydronic piping located in the walls will remain in place as coordinated with the customer
- New hot water piping and chilled water piping will be installed for 4-pipe application for fan coil units and AHUs, where piping does not exist.
- New hot water piping will be installed for new VAV boxes
- New control valves will be installed for AHUs for electronic controls
- Isolation valves and connections will be installed to replace failing dielectric unions
- Disconnect existing electrical feeders serving demolished equipment and reconnect feeders to serve the new equipment.

Ductwork

- Ductwork will be replaced throughout the facility

Generator

- New diesel generator will be installed with large diesel tank for multiple day usage
- Disconnect existing electrical feeders serving demolished equipment and reconnect feeders to serve the new equipment.
- System is designed for to provide for the majority of the building. Lighting, AHUs, chiller, cooling tower and security will be included on generator.

Plumbing

- Plumbing system expansion for restrooms in front of building, addition of the control room restroom and restrooms across from training room only
- Scope based on preliminary architect scope. CUSTOMER will be responsible for additional changes if architect's final design includes more work than communicated.

Exclusions

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

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Customer is responsible for providing storage and containers for salvage materials to be disposed of by Customer.
3. Additional labor cost due to restriction of allowable work hours.
4. Customer will provide escorts and access in secure areas. Restriction of access will require project cost disruption cost review.
5. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
6. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
7. Customer will provide relocation of occupants during construction of specified areas.
8. Hazardous materials testing and abatement not specified in the Scope of Work.
9. Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
10. Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
11. Commissioning of existing systems not identified in these documents as included in the Scope of Work.
12. Repair or replacement of ceiling beyond that required to accomplish the Scope of Work. Ceiling replacement is part of the architect scope of work.
13. Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area. Painting of walls and ceilings is part of the architect scope of work.
14. Waste disposal other than that required to accomplish the Scope of Work.
15. Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
16. The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
17. The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
18. Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action, architect action or inaction.
19. Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
20. Fees for third party engineers acting as Customer's agent.
21. As-built drawings will be provided. If provided, hardcopy drawings will be provided in full/half size format (1 copy) as well as digital (pdf) format on disk (1 copy).
22. Water treatment equipment not specified in the Scope of Work.
23. Structural modifications not specified in the Scope of Work.
24. Building envelope modifications not specified in the Scope of Work.
25. Replacement of ductwork and diffusers not specified in the Scope of Work.
26. Replacement of piping not specified in the Scope of Work.
27. Ductwork and piping insulation not specified in the Scope of Work.

28. Electrical systems not specified in the Scope of Work.
29. Equipment replacement and their components not specified in the Scope of Work
30. Customer is responsible for changes and expansions of architect scope of work.
No provisions have been made for room expansions, wall renovations or space changes not provided by architect
31. Scope does not include fire sprinkler system upgrades.
32. Scope does not include electrical upgrades for space use
33. Scope does not include network or security system upgrades.
34. The mechanical and electrical scope of work is based on the current floor layout and space occupancy use as currently designated, unless noted. Changes to the mechanical and electrical scope of work modified by the Architect scope changes and modifications are not included in this scope of work. Changes will be the responsibility of the CUSTOMER.



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

MEMORANDUM
November 26, 2013

T. T. 6

TO: Donnie Mims
FROM: Tommy Gallion
RE: Energy Conservation Services
Schneider Electric Buildings Americas, Inc.
Amendment No. 3

I have reviewed your November 25, 2013 memorandum and the Energy Services Contract Amendment No. 3 by and between Schneider Electric Buildings Americas, Inc ("ESCO") and Montgomery County Commission for upgrades to the Montgomery County Youth Facility. I also reviewed my prior legal opinions on this matter and the 12-19-11 master contract that were attached.

This amendment increases the whole contract by \$241,232.27. This will bring the total costs of all implementation contract payments for the entire project to \$4,089,753. However, when I reviewed the 12-19-11 master contract on page 2, Article 2, I found this statement, "The total of all Implementation Contract Payments shall be \$4,416,936." I have no earthly idea how these figures are arrived. Perhaps someone with ESCO can explain the difference. What does amaze me is that on page 22 of the Amendment No. 3 is that in twenty years, MCC is expected to save \$9,651,959 in energy costs and that is impressive.

In reviewing Amendment No. 3, I have no changes or corrections, unless the figures in the above paragraph are found to be incorrect. The amendment is legal and binding on 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.

#50051-734
Energy Conservation Services
450999_1

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$26,000.00 Total: \$26,000.00	5. Effective Dates Begin: 9/9/2013 End: 3/31/2014	6. Grant Number: 2ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2012 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Initial Here D.C.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2011	4. Amount of: Federal: \$14,000.00 Total: \$14,000.00	5. Effective Dates Begin: 9/9/2013 End: 3/31/2014	6. Grant Number: 1ETL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2011 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Initial Here D.C.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information;
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

- 15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.
- 16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency (AEMA) serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for the conducting of ALERT Courses.

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montg. AL. 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: [Signature]

Date: 11-15-13

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

**NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT ALEA APPROVAL.**

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Signature]

Date: 11/17/2013

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES
RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant: and
 - B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.
-

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending			
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2. Audit will be submitted to ALEA Accounting Office by:

(Date)

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By

Name:

Title:

Signature:



Montgomery County Commission
Youth Facility Project Changes Overview
Energy Performance Contracting Services
December 2, 2013

Youth Facility Proposed Project Changes

New Scope Items –	Scope Cost
New VAV Boxes	\$47,421.55
New Safety Proof Grills and Diffusers	\$177,235.45
HVAC Scope Modifications from SSL	\$26,936.54
Bathroom Women's 112 and Men's 113 Changes	\$90,283.35
Other Bathroom Modifications	\$45,181.33
ADA Compliance Water Coolers	\$11,897.53
Schneider Electric Agrees to Cover Cost:	\$398,955.75
New Scope Items – Montgomery County Responsibility	Scope Cost
Exterior Lighting Addition	\$48,950.71
- This is the difference of the original scope to include the replacement of the existing parking lot lighting with leading manufacturer LED fixtures, installation of new LED fixtures on parking lot lighting and replacement of existing building fixtures with LED fixtures	
Interior Lobby Lighting Addition	\$72,068.45
- This scope includes the LED lighting fixtures and electrical as required per the architect scope of work for the Lobby.	
Sinks, Showers, and Plumbing Changes	\$32,364.72
- Sink implementation in the training/break rooms. This includes the necessary wall/floor cutting, patching, piping, plumbing, mechanical, etc. associated with this scope. - Replacement of existing shower heads and plumbing connections in secure showers with new security grade shower heads.	
Electrical Security Additions	\$8,539.62
- This scope of work is electrical upgrade requirements needed to incorporate the security system upgrades. - One 120V circuit per cell run for the cell room locks. Existing cells have 120V routed to each door – we will plan on utilizing the same circuit to serve the new 24V power supplies. - One 120V dedicated circuit per each Control Room for new touch screens. Receptacles to be mounted in casework (18" AFF) and will be on a dedicated circuit. - 120V circuits for door hardware power supplies. - Vestibule electrical	



- Any receptacle upgrades and moving of electrical with new floor plan layouts

Laundry Room Modifications **\$6,501.92**

- Includes the vent modifications and roof hood for the new laundry units.
- Includes electrical and piping modifications as required for new unit hook ups.

IT Communications Changes **\$33,871.38**

- Installation of a mini-split for the communication closets with two remote cassettes
- Upgraded electrical requirements per architect's IT consultant, including dedicated IT Panelboard, for the communication closets.

Additional Engineering Costs **\$38,935.47**

- Required engineering and development costs included for revised scope and engineering efforts between April and September 2013 as dictated by architect changes

Montgomery County Responsibility **\$241,232.27**

QECB funds for Montgomery County

Allocation received from EBAC in December 2011	+\$5,500,000
Allocation received from City of Montgomery in March 2013	+\$2,131,046
Allocation received from EBAC in March 2013	+\$1,200,000
Total QECB allocations received by Montgomery County	\$8,831,046
Allocation used through energy conservation project in December 2011	-\$4,416,936
Total QECB allocation remaining	\$4,414,110
Energy project approved by MCC in April 2013 AND additional work to be approved in December 2013 as a result of SSL floorplan and scope changes	\$4,089,753 \$241,232.27
Total Youth Facility Project Amount	\$4,330,985.27

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 16, 2013, at 8:00 in the morning.

Donald Z. Morris
Administrator

Edton N. Dean, Sr.
Chairman