

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

November 21, 2011

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Todd M. Smith and Vince Zubicek with Schneider Electric
Director of Elections Justin Aday and Board of Registrars Chairman Jim Wilson
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Juvenile Court Administrator Bruce R. Howell

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Commissioner Wilson

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of November 7, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Board Member Appointment to The Waters Improvement District, County Commission
2. Consider Board Member Reappointment to the Montgomery County Parks and Recreation Board, County Commission
3. Consider Master Agreement with Keet Consulting Services, LLC, and Related Statement of Work for GIS Services and Support, Probate Judge's Office (Election Center) and Board of Registrars
4. Consider Renewal of Professional Services Contract with Marjorie Smith for Voter Education and Outreach, Probate Judge's Office (Election Center)
5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
6. Consider Position Fill Request for HVAC Specialist, Position Number 037, Support Services - Maintenance Department
7. Consider Travel/Training Requests (4)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

NOVEMBER 21, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 24, 2011

County Holiday (Thanksgiving)

NOVEMBER 25, 2011

County Holiday (Thanksgiving)

DECEMBER 5, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 19, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 23, 2011

County Holiday (Christmas)

DECEMBER 26, 2011

County Holiday (Christmas)

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Dept. District Attorney Level 1 – District Attorney's Child Support
Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 22 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 3 Corrections Officer – Detention Facility
Fill action continues for 1 Stores Clerk 1 – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 2 District Maintenance Superintendents #1 – Engineering Department
Fill action continues for 1 Administrative Secretary – Personnel Department
Fill action continues for 1 Assistant Chief Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk Typist II – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 2 Deputy Sheriff Trainee/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 3 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility

November 21, 2011

11-21-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-10-11

Check Number	To	Check Number
220968		221021
Total Checks Paid		\$123,050.98

CHECK #	PAYEE	AMOUNT	DATE
220967	Williamson Properties LTD	\$ 4,124.40	11/09/11

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

11-21-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-10-11

Check Number	To	Check Number
221022		221130
Total Checks Paid		\$774,102.11

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

11-21-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-18-11

Check Number	To	Check Number
221131		221182
Total Checks Paid		\$372,286.53

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

Agenda

NOV 21 2011

11-21-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-18-11

Check Number	To	Check Number
221184		221273
Total Checks Paid		\$399,942.77

CHECK #	PAYEE	AMOUNT	DATE
221183	Ramer Water Company, Inc.	\$ 15.00	11/17/11

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
11/18/2011

Payroll Check Number	110533	To	Payroll Check Number	110658	\$ 94,790.54
Direct Deposits					\$ 793,580.05
Payroll Check Number	110659	To	Payroll Check Number	110683	\$ 256,884.51
Direct Deposits					\$ 318,525.21
Federal Deposits					\$ 301,068.77
Total Payroll Paid					\$ 1,764,849.08

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

ROBERT E.L. GILPIN
RICHARDSON B. MCKENZIE III
GEORGE W. THOMAS
JOHN WARD WEISS
ROBERT M. RITCHEY
SIMEON F. PENTON
CARLA COLE GILMORE
JOHN A. HOWARD, JR.*
DAVIS H. SMITH

D. BRENT WILLS
SARAH S. JOHNSTON
CLINTON D. GRAVES
LESLIE H. PITMAN

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA

DIRECT DIAL: (334) 409-2236
E-MAIL: RGILPIN@KGMLEGAL.COM



KAUFMAN | GILPIN | MCKENZIE

KAUFMAN, GILPIN, MCKENZIE, THOMAS, WEISS, PC

Agenda

NOV 21 2011

October 31, 2011

MONTGOMERY COUNTY
COMMISSION
2011 OCT 31 PM 3:43

Mr. Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: The Waters Improvement District - Resolution Electing Director
Our File No. 7493.1001

Dear Donnie:

The Waters Improvement District (the "District") was established by The Montgomery Commission by a Resolution adopted June 28, 2004.

As you may be aware, James T. Holloway, who is a member of the Board of Directors of the above-referenced District, wishes to resign his position as an officer and director. Enclosed for your file is a copy of his resignation.

Due to Mr. Holloway's resignation, we request that a new member be elected to the Board of Directors. To assist in filling the vacancy that Mr. Holloway's resignation creates, we have enclosed a brief biography on Jennifer M. Atkins for your review and consideration as a replacement for Mr. Holloway. We have also drafted a proposed Resolution for your use in accepting Mr. Holloway's resignation and appointing Ms. Atkins in his stead. Please place this item on the agenda for the next meeting of the Montgomery County Commission.

On behalf of the District, we hereby request that Jennifer M. Atkins be appointed to complete Mr. Holloway's term, with a stated expiration date of December 31, 2012. Please forward a copy of the Resolution effecting the appointment of Ms. Atkins to me upon its adoption.

Thank you for your assistance on this matter. If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

Robert E.L. Gilpin

RELG:bsh

**RESOLUTION ELECTING DIRECTOR
FOR THE WATERS IMPROVEMENT DISTRICT**

WHEREAS, James T. Holloway has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, James T. Holloway has submitted his resignation as a Director and it has been requested that he be replaced by Jennifer M. Atkins; and

WHEREAS, it has been requested that Jennifer M. Atkins be appointed to the remainder of the term scheduled to expire on December 31, 2012; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that Jennifer M. Atkins be and is hereby appointed to serve on The Waters Improvement District for the remainder of the term, which ends December 31, 2012.

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the ____ day of November, 2011.

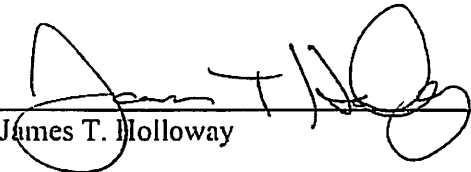
GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the ____ day of November, 2011.

By: _____
Donald L. Mims, Administrator

RESIGNATION

I, **James T. Holloway**, do hereby tender my resignation as an Officer and Director of **The Waters Improvement District**, a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County, Alabama.

DONE, as of the 27 day of October, 2011.



James T. Holloway L.S.

JENNIFER ATKINS

Jennifer Atkins has more than 18 years experience in the marketing and real estate industry. She has successfully managed and marketed a variety of retail, commercial and residential real estate projects throughout the Southeast. Ms. Atkins is currently the Vice President of Marketing and Operations of New Waters Asset Management Company, LLC; New Waters, LLC; and New Waters Realty Company, LLC. Her prior experience includes Vice President Marketing with Aronov Realty Management, Inc.; Development Manager of Vaughn Road, LLC; Executive Director of the Deer Creek Home Owners' Association; and Director of Marketing and Operations for Jim Wilson & Associates, Inc. Ms. Atkins holds a Master of Business Administration from Troy University and a bachelor's degree in business administration from Auburn University Montgomery. She holds a Certified Graduate Association designation from the National Association of Homebuilders and is a REALTOR. She is a native of Montgomery. In addition to her work in the real estate industry, Mrs. Atkins is active in the community and currently serves as the United Way Marketing and Communications Chair and is Vice President of the Leadership Montgomery Board of Directors.

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

NOV 21 2011

November 17, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Parks and Recreation Board Reappointment

At the last meeting, the Commission discussed the reappointment Andrew Hall to the Montgomery County Parks and Recreation Board, for a term expiring December 4, 2016, and agreed to place this reappointment on the November 21, 2011 agenda.

DLM/tn

Montgomery County Parks and Recreation Board

Members:

Term Expires:



Andrew Hall
12370 Chantilly Parkway
Pike Road, AL 36064
Home: 260-0503
Cell: 221-0087

12/4/2011

Mark Salter
3909 Oak Street
Montgomery, AL 36104
Home: 262-4173
Work: 262-7727

12/4/2014

James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Home: 263-9438
Cell: 850-4667

12/4/2013

Isaiah Sankey
135 Mildred Street
Montgomery, AL 36104
Work: 265-9000
Cell: 207-5529

12/4/2015

Lynn Gowan
P.O. Box 241604
Montgomery, AL 36124
Cell: 391-4661

12/4/2012

Term: 5 years

KCS, LLC MASTER AGREEMENT

Agenda

NOV 21 2011

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between **KEET CONSULTING SERVICES, LLC**, an Alabama limited liability company ("KCS"), and **MONTGOMERY COUNTY**, a body corporate organized under the laws of the State of Alabama, for the benefit of the **Montgomery County Commission**, ("the Commission").

RECITALS

WHEREAS, the Commission, in its desire to make provision for GIS Software, Training & Support, for use of the Montgomery County Commission and departments of Montgomery County, Alabama; and

WHEREAS, the Commission has agreed to allow KCS to perform certain services in connection therewith.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **SOW.** This Agreement includes the terms and conditions of Statements of Work as defined by KCS and the Commission, all of which, including but not limited to the description of GIS Software, Training & Support and the cost overview, are incorporated herein by reference.

2. **Term and Termination.**

- (a) The term of this Agreement shall commence upon the date of execution by both parties, and shall continue for a period on one (1) year, after which the term of this Agreement shall continue from month-to-month unless terminated by either party. After the expiration or termination of the Agreement, any existing Work Orders then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.
- (b) This Agreement may be terminated: (i) by either party upon thirty (30) days written notice; (ii) by the Commission in the event KCS makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against KCS, or if a receiver or trustee is appointed for all or any part of the property or assets of KCS; or (iii) by a written agreement executed by the parties.
- (c) Upon any termination or expiration of this Agreement, KCS shall immediately deliver to the Commission all copies of confidential information in the possession, custody or control of KCS.

- (d) In the event this Agreement is terminated, the Commission shall pay KCS for all services and work undertaken in performance of its obligations hereunder up to the date of termination. Such payment is due and payable upon the submission to the Commission of: (i) a properly payable invoice; (ii) a detailed record that documents the extent to which performance of services was completed through such date of termination; and (iii) written certification of compliance with Section 2(c).

3. Performance of Services. During the term of this Agreement and any extension or renewal thereof, KCS agrees to perform the services set forth herein and in the Statement of Work in accordance with the provisions thereof.

4. Payment Terms.

- (a) The Commission shall pay KCS for the services hereunder the amounts set forth on the Statement of Work attached hereto, and at such times provided by the payment schedule specified therein.
- (b) The amounts stated in the Statement of Work attached hereto include all taxes, duties and levies of any governmental entity, exclusive of taxes on KCS's net income, and KCS shall be solely responsible for any such taxes, duties or levies. Montgomery County Commission is exempt from state, city, county and federal taxes. A tax exemption certificate will be furnished to Keet Consulting Services, LLC.
- (c) The Commission agrees that amounts of all properly payable invoices shall be due and payable within thirty (30) days after receipt. In the event the Commission disputes the amount charged, services completed, or whether such invoice is properly payable, the amount of such invoice will not be due and payable until the parties resolve the dispute. Montgomery County Commission does not pay late fees, interest or penalties.

5. Warranties.

- (a) KCS Warranty. KCS warrants to the Commission that: (i) KCS has the right and authority to enter into and perform its obligations under this Agreement; (ii) KCS shall perform the services in a workmanlike manner; (iii) the services, throughout the term of this Agreement shall conform substantially to the provisions of this Agreement and as set forth in the Statement of Work attached hereto; and (iv) the services and materials provided shall not contain any content, data, work, materials, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

- (b) The Commission represents and warrants to KCS that: (i) the Commission has the power and authority to enter into and perform its obligations under this Agreement; and (ii) the content of the Commission's application does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. General.

- (a) The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- (b) Neither party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.
- (c) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
- (d) If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- (e) All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at their respective addresses or to such other address as either party may, from time to time, designate by notice to the other party.

- (f) No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.
- (g) If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Keet Consulting Services, LLC
- (h) The respective rights and obligations of the parties under Sections 2(c), 2(d), 4(e) and 7 shall survive any termination or expiration hereof.
- (i) This Agreement, together with the Statement of Work which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.
- (j) All personnel provided by KCS to perform any services shall be considered KCS's employees or agents, and KCS shall be responsible for payment of fees or salaries (including the withholding or payment of all payroll or income taxes), worker's compensation, disability benefits and the like for such personnel.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

KEET CONSULTING SERVICES, LLC

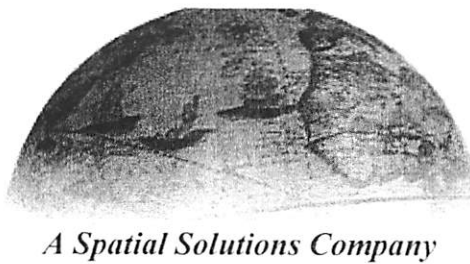
By: L. Ethan Southern, Owner

Date: _____

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr., as Chairman of the
Montgomery County Commission

Date: _____



Montgomery County Elections Center Statement Of Work

GIS Services and Support

Description:

In response our October 25th meeting and subsequent phone conversations further reviewing needs of the Election Center's Office, KCS is happy to provide this cost breakdown as represented in the following:



4 – GeoCoding Voter Registration - Geocoding voters' addresses is the best way to maintain an accurate and up-to-date voter registration system. With the help of Geographical Information Systems, the geocoding process assigns latitude and longitude coordinates to each address, thereby standardizing how voters' addresses are represented in a registered voter file. Addresses can then be matched against streets on a digital map. After mapping voters' locations, precinct and district boundaries can be overlaid or redrawn while keeping an accurate account of voter assignments. Voter precinct parts auto generate from the district boundaries. KCS will assign each individual precinct part number. Addressing layer data will be provided by Montgomery County GIS. KCS will not manipulate the data. Results will be as accurate as the data provided. KCS will provide a general file to import and override existing precinct parts. Interaction with current voter registration software vendor will be required.

The State's current vendor (ES&S) will require the following file format to be adhered to in order to import into their system:

Tab-delimited txt file with the following data fields:

- City (25)
- Street pre-directional (2)
- Street name (30)
- Street Type Code (4)
- Street post-directional (2)
- Precinct Code (7)
- Group Code (3)
- Zip Code (5)
- Map ID number (10)
- Edit Code (1)
- District List (...)

Once imported, logistics between the Elections Center and the entities responsible for maintaining addresses for ongoing maintenance must be set forth.

GeoCODING VOTER REGISTRATION COST

Description	Price per Unit	Units	Totals
GeoCoding Setup (One-time fee)	\$7,500.00	1	\$7,500.00
Monthly Support & Maintenance	\$500.00	12	\$6,000.00
Total			\$13,500.00

- Conclusion** -- It is KCS's goal to make this process as smooth and straightforward as possible. Within one month, KCS expects to have process completed for updating street file in ES&S. Final import will be ready for import within two (2) weeks of acceptance of district lines.

Data Access:

This offer is made in good faith on the willingness of the CAMA vendor, voter registration vendor and Montgomery County's GIS department providing KCS access to the needed data.

If you have any questions, please do not hesitate to call or email. Thank you for the opportunity to provide you this proposal.

Darrell Mount
 Keet Consulting Services, LLC
 2501 Meadowview Lane
 Suite 202
 Pelham, AL 35124
dmount@kcsgis.com
www.kcsgis.com
 Office: 205-620-9843
 Mobile: 205-540-6050



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

Agenda

NOV 21 2011

November 2, 2011

Chairman Elton Dean
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean,

As I write this letter, my staff and I are busy preparing for the 2012 election cycle. As you know, there are many challenges that we face in preparation for this election cycle that we have not faced in any other election cycle. First, there are new state laws that require many additional filing requirements for candidates and elected officials. Second, the primary date for the Presidential Preference Primary and state and local primaries has been accelerated to March 13, 2012. Third, we are preparing for the impact of the new state law that will require a photo identification for voting, which will take effect for the 2014 election cycle. Finally, we are preparing for the vast impact that redistricting will have on voters across Montgomery County.

We can say without doubt that the impact of redistricting will be greater in Montgomery County than any other county in Alabama. As you well know, there were extensive changes to each County Commission district and the voting precincts within those districts. In addition, the County School Board, State School Board, and Congressional districts have been redrawn statewide. As a result, Montgomery County is the only county in the state that will have voters in three Congressional districts. Furthermore, the members of the State House and State Senate will redraw their lines in the upcoming legislative session so this process will continue well into next year and have additional changes that will be in effect for the 2014 election cycle.

In order to provide appropriate notice to each registered voter of the changes that will affect them, we must first ensure that the voter registration record of each voter is accurate. With nearly 150,000 registered voters in Montgomery County, this is not a process that can be done manually – we will need both the manpower and tools to make it happen. We are currently working with the Board of Registrars to ensure that the necessary changes are made, but we have already encountered many obstacles that will require additional resources to overcome.

Chairman Elton Dean
November 2, 2011
Page 2

At this time, we are asking that the Commission allocate the funding and approve the renewal of a professional services contract with Marjorie Smith. We are asking that this contract take effect on December 16, 2011 and last for one year at the rate of \$30,000. As you know, Mrs. Smith has worked in the Election Center for the past three years and she is familiar with the processes of voter registration, voter education, and outreach. Throughout this renewed contract, Mrs. Smith will be responsible for assisting in the effort of making the changes that we have outlined above and providing notice and education to voters in Montgomery County.

I am asking that you consider this request at your next meeting so that we can move forward in the process of making the necessary changes and preparing for the fast-approaching 2012 election cycle. Due to the early primary date and the various redistricting proposals that are still pending at the Department of Justice, we consider ourselves to be behind schedule in making these changes. We cannot stress the importance of accurately making these changes and the resources that are critical in doing so.

Please let me know if you have any questions or if I need to provide additional information to the Commission.

Sincerely,

A handwritten signature in black ink, reading "Reese McKinney, Jr.", with a stylized flourish at the end.

Reese McKinney, Jr.
Judge of Probate
Montgomery County

RMcKjr/cs

PERSONAL SERVICES CONTRACT

WHEREAS, Montgomery County, Alabama is a political subdivision of the State of Alabama, which acts by and through its corporate governing body known as the Montgomery County Commission, which is organized under the laws of the State of Alabama; the Montgomery Election Center is a department of Montgomery County, Alabama; Montgomery County, Alabama, along with its governing body and assigns, and the Montgomery County Election Center are hereinafter collectively referred to as "the County;"

WHEREAS, Marjorie Smith is an individual resident of Montgomery County, Alabama and an independent contractor;

WHEREAS, the County has determined that it is in the best interest of the County and its residents to contract with an individual to perform voter education and outreach focused upon the following areas: (a) education of voters on changes resulting from the redistricting of various political subdivisions in the State of Alabama and Montgomery County, including development of voter correspondence on district, voting precinct, and polling place changes; (b) coordination of efforts to reach and educate voters with disabilities; (c) coordination of efforts to assess and improve the accessibility of polling places in Montgomery County; (d) development of enhancements of voting aids for voters with disabilities; (e) assistance with outreach efforts related to absentee voting; and (f) development of educational materials in preparation for new voter identification requirements and other legislative changes affecting the voting process.

WHEREAS, the duties performed in accordance with this agreement, during preparation and administration of the 2012 Election Cycle, will benefit the citizens of Montgomery County and are in furtherance of the provisions of the Help America Vote Act;

WHEREAS, Marjorie Smith covenants and agrees that he/she has specialized knowledge and experience to perform the duties outlined in the preceding paragraphs of this agreement.

WHEREFORE, PREMISES CONSIDERED, the County and Marjorie Smith understand, acknowledge, covenant, and agree as follows:

1. To enter into this Independent Contractor Engagement Agreement for the Provision of Personal Services with Marjorie Smith to perform the duties outlined in this agreement in furtherance of the provisions of the Help America Vote Act during the 2012 Election Cycle.

2. Marjorie Smith shall provide a calendar and detailed listing of all voter outreach/disability efforts, initiatives, programs, and activities to Justin Aday, Director of Elections, along with a monthly journal which shall provide details, including but not limited to, tasks performed and locations at which such tasks were performed. This contract is for a period not to exceed one year, beginning December 15, 2011 and ending December 14, 2012, with an option to extend the contract for an additional 90 days.

3. The County shall pay Marjorie Smith \$1,250.00 bi-weekly, for a total Contract amount not to exceed \$30,000.00. Marjorie Smith will be compensated on a bi-weekly basis upon submission of a proper invoice and related documentation.

4. Marjorie Smith is designated and shall act as an independent contractor and not as an employee of the County, and Marjorie Smith shall not be entitled to any benefit afforded to employees of the County.

5. Marjorie Smith shall indemnify, defend, and hold harmless the County from all claims, suits, judgments, or damages including litigation costs and reasonable attorneys' fees that may arise as a result of the performance of any work under this Agreement.

6. This Agreement is not assignable in any part, manner or circumstance by either Party hereto. Any attempted assignment is simultaneously void and shall constitute termination of this Agreement.

7. This contract may be terminated by either Party, by giving thirty (30) days written notice. Notice of termination by Marjorie Smith shall be provided to Justin Aday at 125 Washington Avenue, Montgomery, AL 36104. Notice of termination by the Montgomery County Commission shall be provided to Marjorie Smith at 3500 Dresden Drive, Montgomery, Alabama 36111. In the event of a change of address by Marjorie Smith, he/she shall notify Justin Aday at the address provided in this paragraph.

8. This Agreement shall become effective and binding upon the Parties hereto upon the affirmative vote of the Montgomery County Commission.

9. By signing this agreement, all Parties hereto agree that they have read, understood, and agree to be bound by the terms of this Agreement, and each individual who executes this Agreement avers that said individual has read and understood the terms of this Agreement, and that he or she has the power, authority, and capacity to execute and perform this Agreement.

Date

Marjorie Smith

Date

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

Date

Reese H. McKinney, Jr.
Judge of Probate

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

NOV 21 2011

November 21, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator **DLM**

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2012-18: Montgomery County Recreation Department, for Boys & Girls Clubs of Montgomery, for Youth Programs - \$1,000; (Wilson)
- C-2012-19: Montgomery Community Action Agency, for Community Services Programs - \$10,000; (Dean)
- NC-2012-35: 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 - \$500; (Ingram)
- NC-2012-36: City of Montgomery, to be used by BONDS to Support the Woodley Park Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (\$250-Ingram and \$250-Wilson)
- NC-2012-37: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2012-38: BOE, Morningview Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2012-39: BOE, Flowers Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
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Agenda

NOV 21 2011

November 16, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

RE: HVAC Specialist Position Fill Request

Attached is a letter from Pat Litchfield, Plant Maintenance Engineer, requesting to fill a pending vacancy in the Support Services, Maintenance Department. This vacancy will be created with the retirement of J.T. Coleman on December 1, 2011.

I am in agreement with this request. Failure to fill this position will place an undue hardship on County services and the citizens of Montgomery County.

This item was discussed during the working session of the November 7, 2011 Commission meeting. The administration was advised to place this on the agenda for the November 21, 2011 meeting. Your approval of this position fill request is greatly appreciated.

JAM/rw

Attachment

inter-office
MEMORANDUM

To: John Mitchell, Sr./ Deputy Administrator
From: Pat Litchfield 
Subject: H.V.A.C. Specialist Fill Request
Date: 11/3/11

Mr. Mitchell, I would like to bring to your attention the retirement of Mr. JT Coleman. Mr. Coleman's last official day will be effective December 1, 2011. His title within the maintenance department under Support Services is Heating, Ventilating & Air Conditioning Specialist.

It is my understanding that the County is still under a hiring freeze, yet the position being vacated is essential. The County Commission has acquired many newly constructed buildings and properties such as Mac Simm Butler Detention Facility, County Administration Building Annex III, and Family Justice Center just to name a few.

There is sophisticated computer software and hardware in place for the heating and cooling comfort control systems in many buildings. When the position is vacated, I will have one H.V.A.C. Specialist to handle all of the comfort level scenarios that present themselves daily. I have concerns about the two Detention facilities, because of the heavy burden of liability involved with their operation. I have special concerns for the comfort of our many elected officials and employees that occupy County buildings.

Therefore, I ask that this position be filled through an open register as I have no one qualified in my department to move into this spot. I appreciate any correspondence you may have with our County Commissioners on my request.

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: SUPPORT SERVICES

DEPARTMENT HEAD: PAUL ST. JOHN, DIRECTOR

SUPERVISOR: PAT LITCHFIELD, PLANT MAINT. ENGINEER

1. POSITION TITLE 0751 HEATING, VENTILATING & AIR CONDITIONING
SPECIALIST

POSITION NUMBER 037

PROPOSED EFFECTIVE DATE DECEMBER 12, 2011

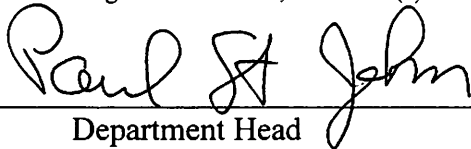
TYPE OF APPOINTMENT (☒) PERMANENT () TEMPORARY
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(☒) OPEN COMPETITIVE REGISTER () RE-EMPLOYMENT

PAY GRADE S1001 \$31,462.00 Bi-Wkly 1210.06 15.1258 Hourly Step 1

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


Department Head

DATE 11-12-11

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority DATE _____

3. CERTIFICATION

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Personnel Director DATE _____

4. SELECTEE: _____

Appointing Authority DATE _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

NOV 21 2011

Request # 3

Date: November 7, 2011
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 1, 2011 Return Date: December 2, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Auburn University Tax Professional Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$133.00 Advance Registration Required: \$133.00
Department Name: Finance Department Fund Name: General

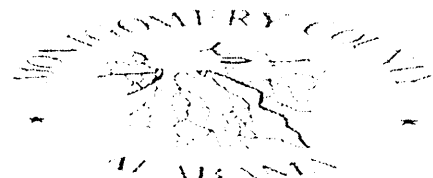
Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 11/21/11 reimbursement of actual and necessary expenses in the
approximate amount of \$133.00 and advance registration of \$133.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$214.60</u>
Budget Available:	<u>\$2,785.40</u>
Current Requests:	<u>\$133.00</u>
Budget Balance:	<u>\$2,652.40</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/7/2011
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV 21 2011

Request # 3

Date: November 9, 2011
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: August 1, 2011 Return Date: May 31, 2012
Conference Leave (Days / Hours): 13 days
Purpose of Travel: Tuition for 2011 Leadership Montgomery Class

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

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

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

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: On-going training each month August 2011 through May 2012

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 11/21/11 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,954.00</u>	
Budget Available:	<u>\$11,046.00</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$9,546.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/9/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV 21 2011

Request # 4

Date: November 15, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL

Departure Date: December 16, 2011 Return Date: December 16, 2011

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Criminal Code Committee Meeting

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

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

Total (est.) Cost: \$102.12 Advance Registration Required: \$0.00

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

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks

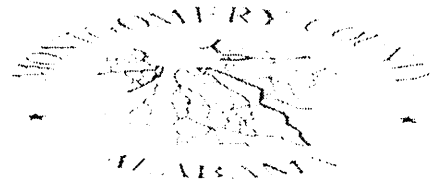
From: Donald L. Mims, Administrator

The above request is app. 11/21/11 reimbursement of actual and necessary expenses in the
approximate amount of \$102.12 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$1,420.32</u>	
Budget Available:	<u>\$43,579.68</u>	
Current Requests:	<u>\$102.12</u>	
Budget Balance:	<u>\$43,477.56</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/16/2011

cc: Finance Director / Buyer