

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JULY 9, 2012

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:

**Community Development Manager Sara Byard with Central Alabama Regional Planning
and Development Commission
Revenue Commissioner Janet Buskey
Chief Appraiser Clay Henley
Circuit Clerk Florence Cauthen**

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Wilson

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of June 25, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Consideration of Vacation of Property Dedicated for Public Purposes Concerning a Portion of Mitchell Street Located in Lapine, Alabama

NEW BUSINESS:

1. **Consider Resolution to Vacate a Portion of Mitchell Street Located Just East of Webster St. and Just West of Warner St. in Lapine, Alabama, Engineering Department**
2. **Consider Board Member Appointments to the Joint Public Charity Hospital Board, County Commission**
3. **Consider Two Board Member Appointments to The Industrial Development Board of the City of Montgomery, County Commission**
4. **Consider Agreement with PH&J Architects, Inc., Regarding Renovation of 3rd Floor of Annex I plus Miscellaneous Projects as the Commission, through the County Administrator, Shall Direct in Writing to be Undertaken, County Commission**
5. **Consider to Concur with the Montgomery City-County Public Library Board of Trustees' Changing the Name of the Rosa Parks Avenue Branch Library to the Bertha Pleasant Williams Branch Library, County Commission**
6. **Consider 2011 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements and Adoption of Related Resolution, Revenue Commissioner's Office**
7. **Consider the 2012-2013 Annual Community Corrections Plan, Community Corrections**
8. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
9. **Consider Bid Award for Carpet for Circuit/District Court and Information Systems, Bid Number 51901-12B-014, County Commission**
10. **Consider Bid Award for Custodial Services for Annex III, Bid Number 51901-12B-016, Support Services**
11. **Consider Budget Change Request Number 17, Regarding Delta Airlines Video, County Commission Appropriations**
12. **Consider Budget Change Request Number 1, Emergency Management Communications District Board**

13. Consider Position Fill Request for Traffic Control Technician II, Position Number 640-574-013, Engineering Department
14. Consider Position Fill Requests (3), Sheriff's Office
 1. Deputy Sheriff Trainee/Deputy Sheriff - Position Number 116
 2. Deputy Sheriff Trainee/Deputy Sheriff - Position Number to be determined
 3. Deputy Sheriff, Corporal – Position Number 028
15. Consider Travel/Training Requests (12)

OLD BUSINESS:

16. Consider Authorization of Leasehold Improvements for the new Probate and Revenue Commissioner's Offices Located on Atlanta Highway, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

City of Montgomery Special Projects Director Steve Jones
Attorney Constance C. Walker, Personnel Director Barbara M. Montoya and Risk
Manager Scott Kramer

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JULY 4, 2012

County Holiday (Independence Day)

JULY 9, 2012

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.

JULY 23, 2012

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.

AUGUST 13, 2012

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.

AUGUST 27, 2012

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.

SEPTEMBER 3, 2012

County Holiday (Labor Day)

SEPTEMBER 10, 2012

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.

SEPTEMBER 24, 2012

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.

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 HVAC Specialist – 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 19 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Corrections Officers – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – 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 1 Master Auto Mechanic – Engineering Department
Fill action continues for 1 Assistant Tag/License Supervisor – 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 License Inspector – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Trainee – Sheriff Office
Fill action continues for 1 Emergency Communications Operation – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer – Youth Facility

July 9, 2012

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-22-12

Check Number	To	Check Number
226544		226599
Total Checks Paid		\$380,836.91

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-22-12

Check Number	To	Check Number
226600		226696
Total Checks Paid		\$392,484.05

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 06-29-12

Check Number	To	Check Number
226698		226743
Total Checks Paid		\$32,670.04

CHECK #	PAYEE	AMOUNT	DATE
226697	Ben Atkinson Motors, Inc.	\$ 21,270.00	06/25/12

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-29-12

Check Number	To	Check Number
226744		226827
Total Checks Paid		\$468,242.14

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
06/29/12**

Payroll Check Number	112863	To	Payroll Check Number	113005	\$ 116,581.47
Direct Deposits					\$ 850,958.10
Payroll Check Number	113006	To	Payroll Check Number	113018	\$ 203,685.62
Direct Deposits					\$ 61,223.01
Federal Deposits					\$ 312,335.74
Total Payroll Paid					\$ 1,544,783.94

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

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

**NOTICE OF APPLICATION FOR VACATION OF
PROPERTY DEDICATED FOR PUBLIC PURPOSES**

KNOW ALL MEN BY THESE PRESENTS THAT, whereas, LaPine Baptist Church, Inc., Emmett A. Hall, IV and Jennifer C. Hall are the owners of all of the property abutting or in any way served by the property herein described and the unbuilt road or street situated thereon, and collectively own all the lands abutting on or touching said property, and are desirous of vacating a portion of said street and road over across the property herein described, as provided by Alabama Code Section 35-2-54 and Section 22-4-20.

NOW, THEREFORE, the undersigned, being the owners of all of the lands abutting on the following described property and the unbuilt road and street or highway situated thereon described as follows:

All that portion of Mitchell Street lying East of Webster Street bounded on the North by Lots 3 and 4 of Block 3 and bounded on the South by school lots in Block 2, as shown on the survey of LaPine as recorded in the Montgomery County Judge of Probate Office in Plat Book 1, at Page 46.

do hereby declare the above property and that portion of the road and street situated thereon vacated and annulled, and all public rights and easements therein divested of the property subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said property or vacated hereby.

The declarents do hereby further declare that after vacation that portion of the said public street located as described above, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all of the property owners owning property in or near the tract of land embraced by the plat, wherein the above described real property was dedicated for public purposes.

NOTICE IS HEREBY GIVEN that the Montgomery County Commission will consider it for approval said vacation at its meeting to be held on July 9, 2012 at 9:30 a.m. in the chambers of Montgomery, Alabama.

Agenda

JUL - 9 2012

**Agenda Item Number 1 – Consider Resolution to Vacate a Portion of Mitchell Street Located
Just East of Webster St. and Just West of Warner St. in Lapine,
Alabama, Engineering Department**

Resolution to be presented at Monday's Meeting

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

JUL - 9 2012

July 2, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Joint Public Charity Hospital Board Appointments

On October 5, 2012, the terms of Dr. Vivian Hamlett and Ms. Mary Weilder will expire as board members of the Joint Public Charity Hospital Board. Board President A.Z. Holloway has recommended the reappointments of Dr. Hamlett and Ms. Weilder.

The Commission discussed these appointments at the last meeting and agreed to place them on the July 9, 2012 agenda.

DLM/tn

Attachments

JOINT PUBLIC CHARITY HOSPITAL BOARD

3060 Mobile Highway
Montgomery, Alabama 36108
334-293-6501



A.Z. Holloway, M.D.
Chairman

James R. Martin, M.P.A.
Vice-Chairman

Mary Weidler
Secretary

Henry Frazer, Pharm.D.
Treasurer

Richard Wilhoite
Board Member

Lynn Beshear
Board Member

Vivian Hamlett, M.D.
Board Member

June 18, 2012

Mr. Donald Mims, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

Dear Mr. Mims:

In our last meeting which was held on June 13, 2012, the Joint Public Charity Hospital Board (JPCHB) nominated Dr. Vivian Hamlett and she accepted to serve another term as a board member of the JPCHB. This is a request to have the County Commission appoint Dr. Vivian Hamlett for another term on the Joint Public Charity Hospital Board (JPCHB). If further assistance is needed, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "A. Z. Holloway", is positioned above the typed name of the signatory.

A. Z. Holloway, M.D.
President
Joint Public Charity Hospital Board

AH/dc

01:06 PM 02 JUN 2012

JOINT PUBLIC CHARITY HOSPITAL BOARD

3060 Mobile Highway
Montgomery, Alabama 36108
334-293-6501



A.Z. Holloway, M.D.
Chairman

James R. Martin, M.P.A.
Vice-Chairman

Mary Weidler
Secretary

Henry Frazer, Pharm.D.
Treasurer

Richard Wilhoite
Board Member

Lynn Beshear
Board Member

Vivian Hamlett, M.D.
Board Member

January 3, 2012

Mr. Donald Mims, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

Dear Mr. Mims:

In our last meeting which was held on December 14, 2011, the Joint Public Charity Hospital Board (JPCHB) nominated Mary Weidler and she accepted to serve another term as a board member of the JPCHB. This is a request to have the County Commission appoint Mary Weidler for another term on the Joint Public Charity Hospital Board (JPCHB). If further assistance is needed, please feel free to contact me.

Sincerely,

A. Z. Holloway, M.D. 
President
Joint Public Charity Hospital Board

AH/dc

2012 JAN -9 AM 10:05

RECEIVED
JAN 10 2012

Joint Public Charity Hospital Board

Members:

Term Expires:

Richard Wilhoite
7195 Fanning Mill Road
Grady, AL 36036

10/5/2013

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Cell: 296-1441
Work: 265-2700
Home: 271-1678

10/5/2013

Dr. Albert Holloway, Chairman
2611 Woodley Park Drive
Montgomery, AL 36117
Phone: 288-0009

10/5/2014

Lynn Beshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2014

* Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2012

* Vivian Hamlett, M.D.
1765 Milly Branch
Pike Road, AL 36064
Home: 334.271.5910
Cell: 334.462.5566

10/5/2012

James R. Martin (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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Agenda

JUL - 9 2012

July 2, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Two Board Member Appointments to The Industrial Development Board of the City of Montgomery

During the June 25, 2012 County Commission meeting, the Commission nominated Greg Jones and Jerry Kyser to serve on The Industrial Development Board of the City of Montgomery. Act Number 2012-443, which authorized the two board members, stated that they shall serve for terms as currently provided for other members of the board.

The Commission agreed to place this item on the July 9, 2012 agenda.

DLM/tn

Attachment

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY**

Post Office Box 14 Montgomery, AL 36101-0014

Updated July 5, 2012

#115,524

Board Member & Mailing Address	Date Appointed	Appointment Ends
F. Berry Grant All Seasons Travel 2742 Central Parkway Montgomery, AL 36106 Phone: 271-3388 Cell: 538-3669 Fax: 271-5939 fbgrant@allseasonstravel.com	February 19, 1991 City District Nine Home Address: 3652 Oak Grove Cir 36226 Wife: Margaret	March 19, 2009 Reappointed to March 19, 2015 Travel agency
Nexton P. Marshall, Jr. (Vice Chairman) 2368 Butler Mill Road Montgomery, AL 36105 Phone: 284-2523 Cell: 303-4424	February 17, 2004 City District Five Home Address: 2368 Butler Mill Road - 36105 Wife: Mary	March 19, 2013 Retired
Robert M. Hardwich, Jr. (Chairman) 1736 Radcliffe Road Montgomery, AL 36106 Phone: 396-3333 Cell: 546-1077 Fax: 396-9390 buddy@sullivanwills.com	February 6, 2001 City District Two Only use home Address Wife: Robin	March 19, 2013 Real estate
Liston Eddins (Asst Sec/Treas) Eddins Properties 4144 Carmichael Road Montgomery, AL 36106 Phone: 279-6309 Cell: 398-1900 Fax: 272-6106 listoneddins@eddingsproperties.com	April 5, 2005 City District One Home: 425 Paddock Lane 36109 Wife: Nancy	March 19, 2011 Reappointed March 19, 2017 Real estate

Michael H. Luckett Stifel Nicolaus 4137 Carmichael Road, Suite 330 Montgomery, AL 36106 Phone: 213-1600 Cell: 213-1605 Fax: 270-2255 luckettm@stifel.com	March 1, 2005 City District Seven Home Address: 3100 Pinehurst Dr 36111 Wife: Laura	March 19, 2011 Reappointed March 19, 2017 Investment banking
Albert Wilson 3815 Pine Forest Avenue Montgomery, AL 36116 Phone: 288-8838 Cell: 354-4721 allwilso@yahoo.com	2011 City District Six	March 19, 2015 Retired
Reuben E. Thornton, Jr. Post Office Box 20346 Montgomery, AL 36120 Cell: 239-0637 Retired July 1, 2008 Home: 264-1140	February 1, 2005 City District Eight Home Address: 3024 Bankhead Ave 36106	March 19, 2011 Reappointed March 19, 2017 Retired
Vera Thompson 501 London House Road Montgomery, AL 36110 Phone: 262-6108 Cell: 220-9182 veramthompson@gmail.com	December 16, 2009 City District Three Uses only Home Address Husband: Felton	March 19, 2009 Reappointed March 19, 2015 School principal retired
James Harrell (Secretary/Treasurer) Destin Energy 3407 Wintermead Court Montgomery, AL 36116 Cell: 320-9941 Jlharrell7@gmail.com	June 5, 2007 City District Four Uses only Home Address: Wife: Barbara	March 19, 2013 Consultant

CITY DISTRICT COUNCIL		
1. Richard Bollinger 2. Charles Smith 3. Tracey Larkin 4. David Burkette 5. C.C. Calhoun 6. John Dow 7. Arch Lee 8. Glen Pruitt, Jr. 9. Charles Jinright		
Advisory Member		
Jerry Kyser 1537 Jean Street Montgomery, Al 36107 Phone: 262-8859 Cell: 301-3103 mwallace@kyser.com	Appointed by MCC December 8, 2003 Home Address: Use Business Address	11-10-08
Board Attorney and Paralegal		
Thomas T. Gallion, III Mickie B. Peacock Haskell Slaughter Young & Gallion, LLC Post Office Box 4660 Montgomery, AL 36103-4660 Phone: 265-8573 Cell: 221-8507 Fax: 264-7945 mp@hsy.com ttg@hsy.com	04-04-02 06-15-06 TTG Home Address: 1725 Hillwood Dr 36106 Wife: Lannie MP Home Address: 391 Rose Lane 36104	

Revised: July 5,2012
#115,524

The Industrial Development Board
Of the City of Montgomery

Advisory Members

Members:

Term Expires:

Jerry Kyser
1537 Jean Street
Montgomery, AL 36107
Work: 262-8859

11/13/2012

Vacant

11/13/2012

F. Berry Grant
Chairman

Advisory Board Members' Terms of Office began 12/8/2003 to 12/31/2004.
After Terms Expiration on 12/31/2004, and beginning 1/1/2005, members
would serve four-year terms, concurrent with those of the County Commission.

ACT NO. 2012-443

1 HB593
2 135745-2
3 By Representative Hubbard (J) (N & P)
4 RFD: Montgomery County Legislation
5 First Read: 22-MAR-12



ENROLLED, An Act,

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 industrial development board established by the city.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Notwithstanding any other provision of law, any industrial development board established by any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879), shall have two additional members appointed by the county commission of the county where the municipality is located. Members appointed pursuant to this section shall serve for terms as currently provided for other members of the board.

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

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

Speaker of the House of Representatives

Kay Ivey

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 12-APR-12.

Greg Pappas
Clerk

Senate

09-MAY-12

Passed

APPROVED

May 16, 2012

TIME

7:52 am

Robert Bentley
GOVERNOR

Alabama Secretary Of State

Act Num....: 2012-443
Bill Num....: H-593

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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MONTGOMERY COUNTY COMMISSION

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Agenda

JUL - 9 2012

July 2, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

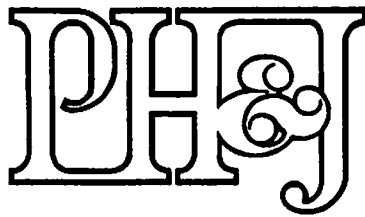
SUBJECT: Agreement with PH&J Architects, Inc.

During the June 25, 2012 County Commission meeting, the Agreement with PH&J Architects, Inc., regarding Renovation of 3rd Floor of Annex I plus Miscellaneous Projects was considered. The contract is for a three-year term.

The Commission agreed to place this item on the July 9, 2012 agenda.

DLM/tn

Attachment



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

E. Griffin Harris, AIA
C. Curtis Russell, AIA

John R. Gandy, AIA
Patrick T. Addison, AIA

April 17, 2012

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Renovate 3rd floor of Annex 1 for Family Court; plus such Miscellaneous Projects as the Commission, through the County Administrator, shall direct in writing to be undertaken by the Architect PH&J #1208GV

Dear Mr. Mims:

Enclosed please find four (4) copies of the Agreement between Owner and Architect on the above referenced project for your review and Chairman Dean's signature.

Once the documents have been signed, please retain two copies for your records and return the other two copies to our office for our records.

Sincerely,

Kristie Hutto
Enclosures
Cc - file

AIA® Document B151™ – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17th day of April in the year 2012
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

and the Architect:
(Name, legal status, address and other information)

PH&J Architects, Inc.
PO Box 215
Montgomery, AL 36101

For the following Project:
(Include detailed description of Project)

Renovate 3rd floor of Annex 1 for Family Court; plus such Miscellaneous Projects as the Commission, through the County Administrator, shall direct in writing to be undertaken by the Architect.
PH&J #1208GV

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Ink.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

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§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the

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Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

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§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the

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fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in

advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

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§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of N/A (\$ N/A) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

See Attachment A dated April 17, 2012

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	Fifteen	percent (	15	%)
Design Development Phase:	Twenty	percent (	20	%)
Construction Documents Phase:	Forty	percent (	40	%)
Bidding or Negotiation Phase:	Five	percent (	05	%)
Construction Phase:	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100.00	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

N/A

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

FOR ADDITIONAL SERVICES THE ARCHITECT SHALL BE COMPENSATED AT THE HOURLY RATES SET FORTH IN ATTACHEMENT A.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one half (1.5) times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and one fifteenth (1.15) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within forty-eight (48) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

NA

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

See Attachment "A" dated April 17, 2012

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Elton N. Dean, Sr., Chairman

(Printed name and title)

ARCHITECT
(Signature)

Patrick T. Addison, Vice-President

(Printed name and title)

Int.

MODIFICATIONS TO AIA B151 – 1997 EDITION**Dated: April 17, 2012****12.1 Add to (or modify) Article 2, SCOPE OF ARCHITECT'S SERVICE: as follows:**

2.1.1 The Services of the Architect will, by this agreement, be provided through April 17, 2015.

2.6.2.1 (Add) General Conditions: The Architect's administration of the Contract for Construction shall be as set forth in AIA Document A201 (or A105 if applicable) of the edition referenced in the Project Manual, and as modified by the Supplemental General Conditions, both subject to pre-bid review and approval of the Owner.

12.2 Add to (or modify) Article 3, ADDITIONAL SERVICES: as follows:

3.3.2 (Add) Construction Contract Delivery: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method or Construction Management, the Architect's fee shall be adjusted and an amendment to this contract will be prepared and signed.

3.3.4 (Add) Substitutions: The Architect agrees that evaluating the Contractor's proposed substitutions during the Bidding and Construction Phase is part of Basic Services unless such substitutions involves revisions to the Drawings and is approved by the Owner.

3.4.19 (Add) Special Consultants: The following engineering and planning consultants, as required, may be furnished by the Architect as an additional service; for which the architect shall receive an additional fee equal to 1.5 times the consultant's fee. The Owner must approve each such consultant and the fee to be paid. In the event the consultant generates a significant portion of work on which the Architect's fee is based, then that portion will be deleted from the "Cost of the Work" as defined in Article 5.

- Audio/Visual Consultant
- Graphics/Signage Consultant
- Life Safety Consultant
- Food Service Consultant
- Environmental Consultant
- Acoustical Consultant
- LEED Consultant
- Landscape Architect
- Elevator Consultant
- Sound Reinforcing and Recording System Design
- Civil engineering in connection with unique or problematic site development
- Civil engineering in connection with special or advance drawings for city planning and zoning approvals

3.4.16 (Add) Record Drawings: The Architect agrees to assemble a set of record drawings for the Owner's file as part of Basic Services, but any duty of measuring and marking will be transferred to the Contractor via construction contract provisions.

12.3 Add the following to Article 4, **OWNER'S RESPONSIBILITIES**:

Any recommendation or other participation by the Architect in the selection or employment by the Owner of a soil engineering consultant, testing laboratory, insurance consultant, hazardous material consultant, or engineer who prepares surveys and topographic maps, shall not act to make the Architect responsible for the performance of these individuals or entities.

4.8 Insurance Counsel: The Owner agrees that he is responsible for the insurance provisions in the final construction documents, and that any draft prepared by the Architect shall constitute only a convenient starting point for the final development of those provisions by the Owner's insurance adviser.

4.11 Test Labs and Surveys: The Owner shall also be responsible for any necessary environmental assessments and survey of the site and for rezoning and replatting.

4.12 Asbestos or Mold or Environmental Hazardous Materials Contamination: It is agreed that in the event Asbestos or Mold or Environmental Hazardous Materials contamination is encountered in the course of this work, or if there is a reasonable belief that it will be encountered, the Owner will engage the services of an environmental consultant (or equivalent) to plan and administer its abatement or removal.

12.4 Add to Article 5, **CONSTRUCTION COST**:

5.1.21 Sales Tax: If Sales Tax Savings Program is implemented by the Owner, the Construction cost employed to compute the Architect's fee shall include the amount of any sales or use tax that would have been applicable had the job been bid in the private sector.

12.5 Add the following to Article 6, **USE of ARCHITECTS DRAWINGS**:

6.6 Reports and Studies: No third party shall be entitled to rely on any report, study, survey, as-built design, etc. generated by the Architect in connection with this contract, unless explicit written permission is granted otherwise by the Architect.

12.8 Add the following to Article 8, **TERMINATION or SUSPENSION**

8.1.1 Timely Payment: Owner agrees to pay all invoices from Architect not in dispute within 30 days of receipt. The Owner further agrees to call the Architect's attention to any charge or portion thereof held to be in dispute within two weeks of its receipt.

8.1.2 Other Parties: The Owner agrees to protect the Architect from any claim by others arising out of the Architect's suspension of activity due to failure of timely payment.

12.9 Add to or Modify Article 9, **MISCELLANEOUS PROVISIONS**, as follows:

9.2.1 (Add) The AIA 201 General Conditions of reference shall be the edition identified in Paragraph 2.6.2.1.

9.4.1 (Add) Subrogation: The Owner agrees that he does and will waive his permanent property insurer's right of subrogation against the Architect on such policies as might exist now or be taken out in the future.

The Owner further agrees that he will require in the Construction Documents provisions which will protect both the Architect and Owner from subrogation by the Contractor's insurers of workmen compensation, builders risk and comprehensive general liability.

9.5 Assignments of this Agreement: Modify paragraph by deleting all words after "consent of the other."

12.10 Add to (or modify) Article 10, **PAYMENTS to ARCHITECT**, as follows:

10.2.1.9 (add) Reimbursable Expenses: Expenses of any and all copies of computer software programs mandated by the owner or the owner's agent.

10.3.5 (Add) Construction Overrun: Inasmuch as the Building Contractor's failure to perform in a timely manner is beyond the control of the Architect, it is agreed that any Construction Administration by the Architect which exceeds 120% of the original construction period (approved by the Owner), will constitute additional service.

10.3.4 (Add) Alternates: Compensation for design of work not constructed shall also include Alternate Bids, which the Owner has requested that the Architect prepare.

12.11 Insert the following to Paragraph 11.2.1, **BASIC COMPENSATION**:

Fee Schedule: The Architect's fee for Basic Architectural Services shall be based on the following fee schedule: *(If Construction cost is estimated to be less than \$50,000.00, the architect's fee shall be base on an hourly rate in-lieu of the percentage fee bases, as outlined in Item 12.12, Attachment A: Modification to AIA B151-1997 Edition).*

CONSTRUCTION VALUE			FEE PERCENTAGE
Up	to	\$100,000	10.0
100,001	to	200,000	9.0
200,001	to	300,000	8.0
300,001	to	400,000	7.9
400,001	to	500,000	7.8
500,001	to	600,000	7.7
600,001	to	700,000	7.6
700,001	to	800,000	7.5
800,001	to	900,000	7.4
900,001	to	1,000,000	7.3
1,000,001	to	1,250,000	7.2
1,250,001	to	1,500,000	7.1
1,500,001	to	1,750,000	7.0
1,750,001	to	2,000,000	6.9
2,000,001	to	2,500,000	6.8
2,500,001	to	3,000,000	6.7
3,000,001	to	3,500,000	6.6
3,500,001	to	4,000,000	6.5
4,000,001	to	5,000,000	6.4
5,000,001	to	6,000,000	6.3
6,000,001	to	8,000,000	6.2
8,000,001	to	10,000,000	6.1
10,000,001	to	12,000,000	6.0
12,000,001	to	14,000,000	5.9
14,000,001	to	16,000,000	5.8
16,000,001	to	18,000,000	5.7
18,000,001	to	20,000,000	5.6
20,000,001	to	22,000,000	5.5
22,000,001	to	24,000,000	5.4
24,000,001	to	27,000,000	5.3
27,000,001	to	30,000,000	5.2

This Basic Fee shall increase by 25% as applied to any portion of the work, which involves substantial renovation, or alterations of existing facilities (as is standard in the Alabama Building Commission Schedule).

This Basic Fee shall increased by 25% as applied to any portion of the work, which involves working with or at the direction of an owner's agent, a " Program Manager" or "Consulting Project Manager".

12.12 Insert the following into Par 11.3.1, COMPENSATION for ADDITIONAL SERVICES

Hourly Rates:

Current Hourly Rates: The following is the Architects hourly rate schedule. When fees are not based on a percentage of the work, the hourly rates are employed:

Principal Architect -	\$225.00
Project Architect -	\$130.00
Intern Architect -	\$115.00
Interior Designer	\$110.00
Cost Estimator	\$100.00
Draftsman/CADD -	\$ 95.00
Clerical -	\$ 70.00
Field Representative -	\$110.00
Specification Writer	\$110.00

Civil, Structural, Mechanical, Electrical, Plumbing Engineers	
Primary Consulting Engineers (CSMEP)	\$200.00
Design Engineers	\$135.00
Draftsman/CADD	\$100.00
Clerical	\$ 70.00
Specification Writer	\$190.00
Cost Estimator	\$185.00

The Architect shall submit invoices, which reflect the actual hours worked, with appropriate hourly rates.

The published rates are **2012** rates and are subject to change according to the Architect's pay rate inflation.

The fee will be separately computed for Group III in as many separate bid packages as the Owner directs.

12.13 Insert the following into Par 11.5, ADDITIONAL PROVISIONS

11.5.2 Delete the sentence that reads: "Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time at the principal place of business of the architect."

The Owner shall reimburse the Architect for the cost of the required publication of advertisement for bids for the project.



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

f. 334.264.7945 • t. 334.265.8573

www.hsy.com

MEMORANDUM

May 8, 2012

1.1.6

TO: Donnie Mims
FROM: Tommy Gallion
RE: Agreement with PH&J Architects, Inc
Renovation of 3rd Floor of Annex I

I have reviewed your May 4, 2012 memorandum and the AIA Standard Form of Agreement Between Owner and Architect. I also reviewed the additional attachments. This agreement is by and between Montgomery County Commission and PH&J Architects, Inc for renovations to the third floor of Annex I.

This is the standard contract used by architects. On page 9 under Article 7 Dispute Resolution, it is standard in the architectural industry to require mediation and arbitration. **It would be the decision of PH&J as to whether they are willing to substitute Article 7.1 and 7.2 with the County's standard dispute resolution, which does not involve the American Arbitration Association.**

Other than the above paragraph regarding dispute resolution, 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 (with or without the dispute resolution being changed) should not be executed if it is the desire of the Commissioners.

50051-317
#4547172_1



2004 Gold Star Award Recipient



Library Administration
PO Box 1950
245 High Street
Montgomery, AL 36102-1950

**Public Library Division
Alabama Library Association**

Juliette H. Morgan Memorial Library
E.L. Lowder Branch Library
Governor Square Branch Library
Coliseum Branch Library
Pine Level Branch Library

Ramer Branch Library
Rosa Parks Branch Library
Rufus A. Lewis Branch Library
Pike Road Community Branch Library
Pintlala Branch Library

Agenda

JUL - 9 2012

2012 JUL 9 11:00 AM

May 11, 2012

Honorable Elton Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102

Dear Commissioner Dean:

The Board of Trustees of the MCCPL voted on Thursday, May 10, 2012, to change the name of the Rosa Parks Avenue Branch Library to the Bertha Pleasant Williams Library. I write to request your concurrence on the change and to request that you place this matter on the agenda for the next county commission meeting for its concurrence.

As you are aware, the Rosa Parks Branch was not named for a person (Mrs. Parks), but for its location (the street) - much like the Coliseum, Pintlala and Pine Level branches). When Cleveland Avenue was changed to Rosa Parks Avenue, the library's name was changed from the Cleveland Avenue Branch Library to the Rosa Parks Avenue Branch. We are also aware that some confusion among tourists and residents has resulted from the fact that there is an officially named library/museum for Mrs. Parks at Troy University.

I am certain that you are aware of Mrs. Williams' service to our city as a librarian and as a community leader. She was the first black public librarian in Montgomery. In 1948, when the city funded the first public library for blacks, Mrs. Williams was named the librarian at the Jackson Community House on South Union Street, where she served for 12 years. When the Cleveland Avenue Branch Library opened in 1960, Mrs. Williams served as head librarian for nine years before joining the library staff at Alabama State University. Not only would the renaming of the library honor her, it would honor the entire community served by the library and the heritage of progress in the Montgomery's African American communities throughout the city.

The Friends of Library for Rosa Parks Branch Library highly approve the change, as well as many other members of the Rosa Parks Library community, especially those who have personal recollections of Mrs. Williams. Indeed, during the preliminary discussions on the name change, no objections have surfaced. Mrs. Mary Ann Neeley, who has worked closely with Mrs. Ows on a marker for the building, also supports the change.

The Board of Trustees believes that changing the name of the library to the Bertha Pleasant Williams Branch Library is a most appropriate identification for this historic facility and a most appropriate recognition for the woman who led it.

Thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads "Thomas McPherson, Jr." The signature is written in dark ink and is positioned above the printed name.

THOMAS MCPHERSON, JR.

May 9, 2012

Mr. Thomas McPherson
321 North Anton Drive
Montgomery, Alabama 36105

Dear Mr. McPherson,

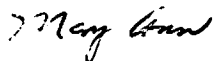
It is with pleasure that I write this letter to you in support of the interest being generated to name the Cleveland-Rosa Parks Avenue Branch Library for Bertha Pleasant Williams. As you so well know, Mrs. Williams holds a unique place in Montgomery history as the first librarian of a public library for the blacks of the Capital City at a time when the city's public library was not open to all of its citizens.

In 1948, Mrs. Williams became librarian at the first public library for blacks, located in two rooms of the Jackson-Community House on South Union Street. After twelve years in that location, Mrs. William became head librarian of the Cleveland Ave-Branch Library when it opened in 1960. She held that position for nine years before moving to the Alabama State University library where she remained until her retirement some sixteen years later.

Mrs. Williams was respected throughout the community for her dedication and commitment to the libraries she served and to their patrons. I believe she deserves the honor of having the branch library on Rosa Parks Avenue renamed the Bertha Pleasant Williams Branch Library. This would in no way be disrespectful to Mrs. Parks who has a library and museum named for her downtown. We all need to know and remember the services of those who have contributed so much to the community. Mrs. Williams was also one of these.

Thank you for your interest and efforts on behalf of this proposal and others benefitting Montgomery and her people.

Sincerely,



Mary Ann Neeley,

cc. Mrs. Jaunita Owes,

JANET BUSKEY
REVENUE COMMISSIONER

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

ALLYSON HOLLAND
CHIEF CLERK

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



Agenda

JUL - 9 2012

July 9, 2012

MEMORANDUM

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Approval of 2011 Tax Year Annual Report

In accordance with the Code of Alabama, 1975 §40-5-23, enclosed please find State form DFC 22, entitled "2011 Tax Year Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements" and the related County Resolution for approval (and signature) at the July 9, 2012 County Commission meeting.

Thank you for your consideration.

JYB

Enclosures

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

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

6-1

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2011 AND UNCOLLECTED
INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA**Montgomery County**

BE IT REMEMBERED That at the meeting of the Board of County Commissioners of said County, held

on this 9th day July, 2012

Janet Y. Buskey, Revenue Commissioner of said County, made her report of
"Insolvents", Errors in Assessment" and "Taxes in Litigation" on taxes for the current year, 2011,
as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of
said reports by said Board, it was considered and adjudged that said collection be allowed credit
on her final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes—General	\$	<u>12,060.90</u>
--Soldier	\$	<u>4,824.36</u>
--School	\$	<u>14,473.08</u>
Errors in Assessments: State Taxes--General	\$	<u>89,622.70</u>
--Soldier	\$	<u>35,849.08</u>
--School	\$	<u>109,043.88</u>
Taxes in Litigation: State Taxes—General	\$	<u>1,457.50</u>
--Soldier	\$	<u>583.00</u>
--School	\$	<u>1,749.00</u>

And said Revenue Commissioner has also made her report for final allowance of the uncollected
balances of Insolvent Taxes for the previous year 2010, as required by Code of Ala. 1975, Section 40-5-29
and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as she
may have been unable to collect, as follows:

State Taxes—General	\$	<u>10,207.46</u>
--Soldier	\$	<u>4,105.90</u>
--School	\$	<u>12,689.05</u>

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

		General		Soldier		School
2010	\$	<u>2,340.56</u>	\$	<u>954.41</u>	\$	<u>2,863.36</u>
	\$		\$		\$	
	\$		\$		\$	

Given under my hand this 9th day of July, 2012

Presiding Officer

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

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2011, as required by the Code of Alabama, 1975, Section 40-5-23, and

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

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

INSOLVENTS:	County's General Fund	\$ 24,121.80
	County's Road & Bridge Fund	\$ 12,060.90
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$ 204,583.00
	County's Road & Bridge Fund	\$ 102,291.50
(Homestead Exemptions)	County's General Fund	\$ 15,490.00
	County's Road & Bridge Fund	\$ 7,745.00

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2011 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$ 13,038.80
	County's Road & Bridge Fund	\$6,519.40
(Homestead Exemptions)	County's General Fund	\$ 176.20
	County's Road & Bridge Fund	\$ 88.10

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2011, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$ 2,955.00
	County's Road & Bridge Fund	\$ 1,477.50
(Homestead Exemptions)	County's General Fund	\$ 20.00
	County's Road & Bridge Fund	\$ 10.00
(Refunds)	County's General Fund	\$ 30,007.49
	County's Road & Bridge Fund	\$ 15,003.77
(Homestead Exemptions)	County's General Fund	\$ 790,081.40
	County's Road & Bridge Fund	\$ 395,040.70
(Abatements)	County's General Fund	\$ 1,270,773.00
	County's Road & Bridge Fund	\$ 635,386.50

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

Adopted this 9th day of July 2012.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667



Agenda

JUL - 9 2012

June 27, 2012

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections Department
(on behalf of MCCPCA Board Chair – Dimitri Polizos)

RE: Commission Agenda Item -
Commission Review and Approval of the 2012-2013 Annual Community
Corrections Plan

Dear Mr. Mims:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Agency to receive continued State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. The MCCPCA Board met in a Special Call Session on Tuesday the 26th of June and with a quorum of the Board present unanimously voted to approve the proposed 2012-2013 Annual Plan and also voted to recommend to the Commission that the Commission formally approve the Plan.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

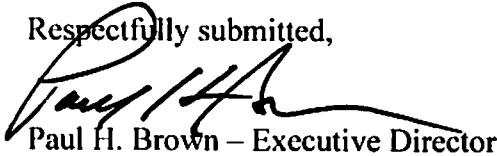
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections in order to provide these services and to help safeguard public safety while maintaining offender accountability.

The Community Corrections Plan requires the submittal of evidence of written approval of the Community Corrections Plan on the part of the County Commission. On behalf of the MCCPCA Board Chair and the Board as a whole, I am requesting the Commission review and then consider approval of the Community Corrections Plan at the next County Commission meeting scheduled for July 9, 2012.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

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

JUL - 9 2012

July 9, 2012

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:

NC-2012-92: Montgomery County Sheriff's Fund for Kids Fishing Rodeo - \$1,000; (Dean-\$500 and Ingram-\$500)

NC-2012-93: City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, with Funding for the "National Night Out" Event - \$500; (Wilson)

DLM/tll

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Assistant Director
Support Services *AS*

Date: June 20, 2012

Subject: Invitation to Bid No. 51901-12B-014,
Carpet for Circuit/District Court and
Information Systems

Request approval of award on the above referenced Invitation to Bid, to Weiss Flooring, Inc. for the amount of \$29,567.85 be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Mr. John A. Mitchell, Sr., Deputy Administrator.

Attachment

Purchasing Department

[illegible]

9-2

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Assistant Director
Support Services *PS*

Date: June 20, 2012

Subject: Invitation to Bid No. 51901-12B-016,
Custodial Services for Annex III

Request approval of award on the above referenced Invitation to Bid, to Penn & Sons, Inc. for a monthly price of \$3,784.00 and an annual amount of \$45,408.00 plus the amount of \$4,300.00, for cleaning of all windows, inside and out, twice per year, for a total bid award of \$49,708.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

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

Coordination of award made with Mr. John A. Mitchell, Sr., Deputy Administrator.

Attachment

Purchasing Department

[illegible]

10-2

JUL - 9 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 17

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 6/25/2012
 DATE: 6/25/2012 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-51955.447	0	7,375	7,375
Fund Balance	001.35900		-7,375	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	7,375

JUSTIFICATION:

To pay for 25% of the cost of a Montgomery tourism video to be shown on Delta Airlines flights during the month of August 2012.

Tammy Nix

From: Briddell, Michael [mbriddell@montgomeryal.gov]
Sent: Tuesday, May 29, 2012 9:30 AM
To: Donald Mims
Cc: dhathcock@montgomerychamber.com
Subject: Delta Airlines Video Opportunity

Good morning Donnie,

I've had a chance to speak to Chairman Dean about an opportunity to advertise with Delta Airlines and wish I had reached out to other commissioners before this morning's meeting. Inflight Media, a California company, has the ability to air a Montgomery tourism slot on every Delta Airlines flight during the month of August. The cost for us would be \$29,500 (typically \$75,000) the video would be viewed by 3.7 million passengers on the Airline's 17,000 monthly flights.

Mayor Strange is hopeful the cost can be divided evenly among the CVB, the State Department of Tourism, the County and the City (\$7,375 apiece). We're eligible for the discount because typically the company produces a video from scratch, while we already have the "Capital of Dreams" video that is ready for display right now. It's possible the clip would need a brief intro from the Mayor and Chairman Dean so travelers could learn the name of the community they're about to see beautiful scenes of. We could record this at the City's government cable channel or at WSFA (or one of the other stations).

Delta is about to transition away from this type of advertising as more of its planes have video monitors installed in the back of seats. It's for this reason that Inflight wanted to steer us toward USAirways (but its passenger exposure is considerably less: 310,000). August will be the last month we can be featured on Delta, but we have to commit quickly.

Chairman Dean likes the idea, but says three Commissioners have to give their approval. What's the best way to proceed? I don't mind calling them individually.

Thanks for your guidance.

Michael

Michael Briddell
Director, Public Information
& External Affairs
P. O. Box 1111
Montgomery, AL 36101-1111
334-625-2005 (office)
334-625-2202 (fax)
mbriddell@montgomeryal.gov

JUL - 9 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: Emergency Mgmt Comm
District Board
REVIEWED: S. Thomas
Finance Director
6/18/2012
Date
REQUESTED BY: Jane Reed
Elected Official/Dept. Head
APPROVED: _____
Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Communication Services	784-51986.256	0	111,120	111,120
Fund Balance	784.35900		(111,120)	(111,120)
TOTAL		0	0	0

JUSTIFICATION:

To budget for the County share of the FY 2012 Montgomery County Metro Communications Cooperative District equipment debt service payment. (\$400,000 @ 27.78%/ \$111,120.)

ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

Agenda

JUL - 9 2012

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
6/25/12

DATE: June 25, 2012

RE: POSITION FILL FOR TRAFFIC CONTROL TECHNICIAN II

As discussed at the June 25, 2012, Information Session, it is requested that we be permitted to fill the currently vacant Traffic Control Technician II position at our Sign Shop. It is anticipated that we would promote an existing Traffic Control Technician I into this vacancy. The resulting vacant Traffic Control Technician I position would not be filled at this time because we have an employee temporarily "on loan" from our District II maintenance facility to assist with the present work load; however, in anticipation of several upcoming retirements of district maintenance personnel, it will soon become critical to fill the vacant Traffic Control Technician I position.

This proposal does not involve any new hires at this time and would allow us to continue to save money from the vacant Traffic Control Technician I. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James M. Kelley, Asst. County Engineer

1. 6/25/12 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Traffic Control Technician II (0574)

POSITION NUMBER ~~111-53199-0630574013~~ 111-53199-0630574013, Replacing Kenton R. Hardy

640-574-013

PROPOSED EFFECTIVE DATE July 11, 2012

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER

(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S07) (\$24,261 - \$34,537) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



DATE June 25, 2012

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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

Agenda

JUL - 9 2012

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number 116

Proposed Effective Date June 11, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$35,066 PS104
Deputy Sheriff - \$36,186 - \$45,139 PS1

D T Marshall
Department Head *DTM*

Date June 5, 2012

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date June 11, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$35,066 PS104
Deputy Sheriff - \$36,186 - \$45,139 PS1

D T Marshall Date June 5, 2012
Department Head *DM*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

Agenda

JUL - 9 2012

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

COMPLETED ACTION DATES

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

Agenda

JUL - 9 2012

1. Position Title Deputy Sheriff, Cpl.

Position Number 028

Proposed Effective Date June 11, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

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

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

D T Marshall

Date June 5, 2012

Department Head *DTM*

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

Agenda

JUL - 9 2012

Request # 12

Date: July 2, 2012
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL - Hampton Inn
Departure Date: August 5, 2012 Return Date: August 8, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend Alabama Probate Judges' Association 2012 Summer Conference

Traveler (s) Name: 1. Judge Reese McKinney, Jr. 4. _____
2. Wells Robinson 5. _____
3. Malcolm Richard 6. _____

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

Total (est.) Cost: \$4,200.00 Advance Registration Required: \$975.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.
From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$4,200.00 and advance registration of \$975.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,500.00</u>	
Approved Requests:	<u>\$2,343.55</u>	
Budget Available:	<u>\$5,156.45</u>	
Current Requests:	<u>\$4,200.00</u>	
Budget Balance:	<u>\$956.45</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/2/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 41

Date: June 26, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Stapleton, AL
Departure Date: July 11, 2012 Return Date: July 12, 2012
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Tactical Survival - Real World

Traveler (s) Name: 1. Corporal Sean Clemons 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

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

The above request is app. 07/9/12 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$15,878.47</u>	
Budget Available:	<u>\$9,121.53</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$8,971.53</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/26/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 42

Date: June 27, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Calera, Alabama
Departure Date: July 31, 2012 Return Date: July 31, 2012
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Draeger New Operator Course

Traveler (s) Name: 1. Lt. Trent Beasley 4. Isaac Forbes, David Williams
2. Jeff Hall, Charles Marlow 5. Sgt. Juan Jerry
3. Joshua Stewart, Kinney Bishop 6. Sgt. Jessie Oliver

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

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

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

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

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$15,878.47</u>
Budget Available:	<u>\$9,121.53</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$8,971.53</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/28/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 43

Date: June 28, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: July 9, 2012 Return Date: July 13, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: K9 Training Seminar

Traveler (s) Name: 1. Lieutenant G. A. Beaudry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$900.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.380

Additional Comments: Request special approval due to time constraints.

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

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.380</u>	(ex: 000-00000-000)
Description:	<u>Investigations-Canine</u>	
Current Budget:	<u>\$45,300.00</u>	
Approved Requests:	<u>\$21,556.40</u>	
Budget Available:	<u>\$23,743.60</u>	
Current Requests:	<u>\$900.00</u>	
Budget Balance:	<u>\$22,843.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/28/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 7

Date: June 29, 2012

To: Donald L. Mims, Administrator

From: George C. Speake, County Engineer

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 20, 2012

Return Date: August 24, 2012

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Attend the ACCA 84th Annual Convention

Traveler (s) Name: 1. James M. Kelley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$185.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: Mileage, Lodging & Meals

*Registration is required to be paid online when registering. Mr. Kelley will use his personal credit card to meet this requirement.

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the approximate amount of \$1,200.00 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,875.00</u>	
Budget Available:	<u>\$3,125.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$1,925.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/2/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 23

Date: July 3, 2012
To: Donald L. Mims, Administrator
From: Clay Henley Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 14, 2012 Return Date: August 17, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Alabama Association of Assessing Officials 2012 Summer Conference

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,305.78 Advance Registration Required: \$180.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage for 396 miles round trip @ \$.555 = \$219.78; 3 nights hotel stay @ \$202 = \$606.00; Registration for conference = \$180.00; Meals @ maximum of \$75.00 a day = \$300.00

To: Clay Henley Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the approximate amount of \$1,305.78 and advance registration of \$180.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$13,216.62</u>	
Budget Available:	<u>\$16,783.38</u>	
Current Requests:	<u>\$1,305.78</u>	
Budget Balance:	<u>\$15,477.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/3/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 24

Date: July 3, 2012
To: Donald L. Mims, Administrator
From: Clay Henley Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama
Departure Date: September 19, 2012 Return Date: September 21, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: "A FOUNDATION FOR GIS", a Property Tax Education & Certification course
through the Auburn University Center for Governmental Services

Traveler (s) Name: 1. Scot Millican 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$817.16 Advance Registration Required: \$350.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage for 112 miles round trip @ \$.555 = \$62.16; 2 nights hotel stay @ \$90.00 =
\$180.00; Registration for course = \$350.00; Meals @ maximum of \$75.00 a
day = \$225.00

To: Clay Henley Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$817.16 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$13,216.62</u>
Budget Available:	<u>\$16,783.38</u>
Current Requests:	<u>\$2,122.94</u>
Budget Balance:	<u>\$14,660.44</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 7/3/2012
cc: Finance Director / Buyer

15-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 13

Date: June 27, 2012
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: July 17, 2012 Return Date: July 18, 2012
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the NCIC Certification Class

Traveler (s) Name: 1. Vicky Arrington 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,400.00</u>	
Approved Requests:	<u>\$6,864.67</u>	
Budget Available:	<u>\$5,535.33</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$5,435.33</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/28/2012
cc: Finance Director / Buyer

15-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 36

Agenda

JUL - 9 2012

Date: June 27, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: July 24, 2012 Return Date: July 24, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Domestic Violence Criminal Justice Seminar

Traveler (s) Name: 1. Billy Caulfield 4. _____
2. Steve Searcy 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

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

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$33,553.92</u>
Budget Available:	<u>\$11,446.08</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$11,446.08</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/28/2012
cc: Finance Director / Buyer

15-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 37

Date: July 2, 2012

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA

Departure Date: August 26, 2012

Return Date: August 28, 2012

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: Forensic Science Training for Capital Prosecutors

Traveler (s) Name: 1. Daryl Bailey 4. Cameron McEwen
2. John Kachelman 5. _____
3. Michele Smith 6. _____

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

Total (est.) Cost: \$355.20 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$355.20 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>\$33,553.92</u>	
Budget Available:	<u>\$11,446.08</u>	
Current Requests:	<u>\$355.20</u>	
Budget Balance:	<u>\$11,090.88</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/2/2012

cc: Finance Director / Buyer

15-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 38

Date: July 3, 2012

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 29, 2012

Return Date: August 31, 2012

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: 25th Annual Statewide LECC Conference

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: \$768.00 Advance Registration Required: \$200.00

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. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$768.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$33,553.92

Budget Available: \$11,446.08

Current Requests: \$1,123.20

Budget Balance: \$10,322.88

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/3/2012

cc: Finance Director / Buyer

15-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL - 9 2012

Request # 39

Date: July 3, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: July 24, 2012 Return Date: July 24, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Domestic Violence Criminal Justice Seminar

Traveler (s) Name: 1. Laura Culberson 4. _____
2. Michael Brymer 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$205.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 07/09/12 reimbursement of actual and necessary expenses in the
approximate amount of \$205.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$33,553.92</u>	
Budget Available:	<u>\$11,446.08</u>	
Current Requests:	<u>\$1,328.20</u>	
Budget Balance:	<u>\$10,117.88</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/3/2012

cc: Finance Director / Buyer

15-12

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

JUL - 9 2012

July 2, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Probate and Revenue Commissioner's Leasehold Improvements for New Location

During the May 29, 2012 meeting, Architect John Chambless presented the construction estimate and FF&E budget for the Probate and Revenue Commissioner's leasehold improvements at their new office location.

After discussion, it was agreed to place on the June 11, 2012 agenda, the approval to proceed with the bid for the Probate and Revenue Commissioner's leasehold improvements with a maximum authorization of \$289,785.

During the June 11, 2012 meeting, the Commission requested to carry this item over to the June 25, 2012 agenda.

During the June 25, 2012 meeting, the Commission requested to carry this item over to the July 9, 2012 agenda.

DLM/tn

Probate Construction Estimate & FF&E Budget: For estimating purposes only; construction bid will vary

PROJECT SQUARE FOOT: 7751

PROJECT NO.:

P. MANAGER: Brown Chambless: A. Ingram (Interiors)

DATE: 3/28/2012

REV. DATE: 4/5/2012; 4/13/12; 4/30/12; 5/23/12

CATEGORY OF WORK:	ITEM:	PREVIOUS PRICE:	REDUCED PRICE:	NOTES:	FINAL PRICE:	PRICE PER SF:
BASE BID MEP WORK:						
Plumbing		\$28,700.00	(\$5,000.00)	no new, keep 204 fixtures & HWH	\$10,500.00	\$1.35
HVAC		\$52,200.00	(\$20,000.00)	HVAC split, round duct, change supply type, remove T&B by certified company	\$32,200.00	\$4.18
Electrical		\$98,200.00	(\$18,000.00)	Go to MC Cable, downgrade light fixtures	\$82,200.00	\$10.61
Previous Sub-Total:		\$179,100.00	(\$41,000.00)	New Sub-Total:	\$124,500.00	\$16.11

BASE BID WORK:

Demo Work	\$9,785.00	(\$9,785.00)	Prison Industries	\$0.00
**Demolition Work by PI	Estimated - need actual price from PI			\$5,000.00
Ceiling Tile Material only	\$25,125.00	(\$13,000.00)		\$12,125.00
**Ceiling Tile Install - Grid to Remain	Estimated - need actual price from PI			\$4,000.00
Flooring	\$63,272.00	(\$39,772.00)	downgraded materials	\$23,500.00
Millwork	\$58,000.00	(\$15,000.00)	delete panel & hardware	\$41,000.00
Millwork Glass Shield	-	-		\$5,400.00
Wood Sills @ Existing Storefront	-	-		\$400.00
Framing & Drywall	\$51,888.00	(\$30,263.00)	reduced soffit work	\$19,750.00
Interior & Exterior Storefront	\$21,000.00	(\$6,000.00)	deleted exterior @ Probate	\$15,000.00
Column Wraps	-	-		\$1,500.00
Firewall Header/soffit	-	-		\$2,000.00
Lintel	-	-		\$750.00
Cut & Patch	-	-		\$2,000.00
HMF, Doors & HW	-	-		\$6,460.00
Toilet Accessories	\$2,000.00	(\$500.00)	delete one restroom	\$500.00
Install DMV Screens & TV's	-	-		\$1,000.00
Roof Frame Opening	-	-		\$2,500.00
Roof Patch	-	-		\$2,000.00
*Fire Sprinkler System	\$24,000.00	\$ (4,000.00)	seperated back of house	\$0.00
*Fire Alarm	\$10,365.00	-		\$0.00
*Fire Stopping	\$3,000.00	-	In price below by landlord	\$0.00
New Sub-Total:				\$144,885.00
Contingency				\$20,000.00
Previous Sub-Total:	\$445,505.00	JTAL COUNTY BASE BID FROM ABOVE:	\$289,785.00	\$37.39

***WORK BY LANDLORD (LISTED AS ALTERNATES TO BASE BID WORK)**

*Fire Sprinkler System	\$24,000.00	\$ (4,000.00)	seperated back of house	\$20,000.00
*Fire Suppression in back of house area, heat & emergency lighting	-	-		\$4,000.00
*Replacement of (1) HVAC unit & new curb over revenue	-	-		\$7,755.00
*Fire Alarm Strobing System	\$10,365.00	(\$4,750.00)	delete Annuciation	\$5,615.00
*All 1 hour separation work	-	-		\$3,000.00
Previous Sub-Total:	\$10,365.00	New Sub-Total:	\$ 40,370.00	\$2.71

ADDITIONAL ITEMS BY OTHERS IF DESIRED:

Cabling	\$20,000.00	\$0.00	no change	\$20,000.00	\$2.58
Appliances		(\$5,000.00)		\$2,500.00	
Window Shades vs. 1" Aluminum Blinds	06/05/12	\$ (2,461.00)		4540	
Card Reader Swipe Pads (4)	08/13/37	\$ (11,740.00)	Reduced Quantity	3500	
Furniture (GSA Contract)				\$45,000	\$8.08
Ticketing Q-Matic System				\$17,044.00	\$2.19
Self Service Kiosk				Unknown	
Security Camera System by Norment				\$17,000.00	\$8.00
Additional Equipment (PC's, printer's, etc)				Unknown	
AT&T Phone Installation				Unknown	
New Sub-Total:				\$ 79,044.00	\$10.52

*Items by Landlord

**Work by Prison Industries

16-2