

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 27, 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:

Envision 2020 Executive Director Lynn Beshear and Director of Physician Recruitment
and Retention Hannah Chadee
Community Corrections Executive Director Paul H. Brown
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Chief Information and Technology Officer Lou Ialacci

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of August 13, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Consider Continuation of Project Authorization with Environmental Materials Consultants, Inc., Regarding Indoor Air Quality Investigation of Annex III, County Commission**
2. **Consider Sale of Surplus Mosquito Fogger and Truck, Engineering Department**
3. **Consider Deductive Change Order Number 1 with Summit Waterproofing, Inc., Regarding Exterior Weatherization for Montgomery County Courthouse Annex I, County Commission**
4. **Consider Sponsorship of the AUM Business Breakfast Series 2012-2013 in the amount of \$1,000, County Commission**
5. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
6. **Consider Bid Award for Catering of Food Trays, Bid Number 51988-12B-018, County Commission**
7. **Consider Position Fill Requests – Probate Judge’s Office (2)**
 1. **Clerk Typist II - Position Number 750012040**
 2. **Clerk Typist II - Position Number 750012055**
8. **Consider Position Fill Requests – Youth Facility (2)**
 1. **Clerk Typist II – Position Number 900012003**
 2. **Juvenile Probation Officer I – Position Number 900304095**
9. **Consider Travel/Training Requests (8)**

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

Budget Review

CALENDAR OF EVENTS

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.

OCTOBER 8, 2012

County Holiday (Columbus Day)

OCTOBER 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.

OCTOBER 22, 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 1 Clerk Typist II – County Commission
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 12 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Corrections Officers – 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 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 County Archivist – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Emergency Communications Operator I or II – Sheriff's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility

August 27, 2012

08-27-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 08-10-12

Check Number	To	Check Number
227704		227775
Total Checks Paid		\$280,336.79

CHECK #	PAYEE	AMOUNT	DATE
227703	Montgomery Co. Board of Ed.	\$ 13,479.00	08/03/12

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

Agenda

AUG 27 2012

08-27-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-10-12

Check Number	To	Check Number
227776		227863
Total Checks Paid		\$189,777.22

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

08-27-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 08-17-12

Check Number	To	Check Number
227865		227933
Total Checks Paid		\$431,028.87

CHECK #	PAYEE	AMOUNT	DATE
227864	ADECA	\$ 20,000.00	08/13/12

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

08-27-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-17-12

Check Number	To	Check Number
227934		228035
Total Checks Paid		\$200,768.62

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

AUG 27, 2012

08/27/12 Meeting

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED
08/24/12**

Payroll Check Number	113535	To	Payroll Check Number	113679	\$ 97,605.33
Direct Deposits					\$ 806,393.94
Payroll Check Number	113680	To	Payroll Check Number	113705	\$ 252,014.52
Direct Deposits					\$ 319,934.53
Federal Deposits					\$ 312,234.69
Total Payroll Paid					\$ 1,788,183.01

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

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 1818

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

AUG 27, 2012

August 14, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Project Authorization Form – Environmental Materials Consultants (EMC)

On August 13, 2012, I met with the Commission to discuss the EMC Project Authorization Form dated July 30, 2012. EMC has coordinated investigative activities related to the indoor air quality of Annex III including the analytical services of the Environmental Protection Agency (EPA) testing. The recent results of the EPA testing of all compounds sampled were within EPA's acceptable risk range. I am requesting this item be placed on the next agenda for the Commission to consider the continued monitoring and analytical services of EMC as required.

CC: John Mitchell, Deputy Administrator

PROJECT AUTHORIZATION FORM

Project Name: Annex III - IAQ Investigation Date: July 30, 2012

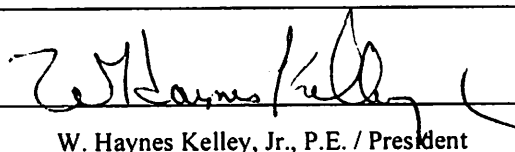
Project Location: 101 South Lawrence Street, Montgomery, AL

Proposed Services and Costs: In continuing our investigative activities regarding indoor air quality within Annex III, EMC has/will provide the following services: 1) Principal/Engineer time associated with consulting, coordinating, testing and reporting, \$105/hour. 2) Geologist time associated with consulting, testing and reporting, \$95/hour. 3) Administrator time associated with coordinating, testing and reporting, \$85/hour. 4) Technician time associated with testing and reporting, \$55/hour. 5) Airborne Formaldehyde testing, \$65 each. 6) Airborne Methane and Hydrogen Sulfide testing, \$175 each. 7) Airborne VOC testing by TO-15 Method (two day turnaround), \$755 each. 8) Airborne VOC testing by TO-15 Method (two week turnaround), \$380 each. 9) Legionella testing of cooling water, \$120 each. 10) Comparative carpet adhesive analyses, \$375 each. 11) Supplies and equipment, cost plus 15%. 12) Shipping, cost plus 15%.

EMC may make recommendations for additional testing and/or remedial actions that we believe may help to identify indoor air quality issues, or improve the indoor air quality, within Annex III, and we have/will provide the services described above when requested by County personnel. We may also provide other analytical or remedial services when requested.

Based on these services we have or expect to provide, I am requesting authorization not to exceed \$50,000 for this work and prior authorizations for Annex III Indoor Air Quality Investigation.

Prepared By: _____


W. Haynes Kelley, Jr., P.E. / President

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

The Montgomery County Commission
Print or type Client Name (individual, firm or corporation)

P. O. Box 1667, Montgomery, AL 36102
Client Address

Signature of Authorized Representative

Date

Print or type Name of Authorized Representative and Title

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental Materials Consultants, Inc. as an independent consultant, and hereinafter referred to as ENGINEER, agrees to provide CLIENT for the CLIENT a sole benefit and exclusive use consulting services set forth in EME's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one and one-half percent for the maximum percentage allowed by law, whichever is lower of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include project ENGINEER's time and records necessary to document ENGINEER's files and protect ENGINEER's reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, CLIENT shall within thirty calendar days of termination or the cause thereof, pay to ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, ENGINEER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be ENGINEER's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall pay to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume control of, or responsibility for, the site or the person in charge of the site, or

undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein;

(d) Allegations that ENGINEER is a handler, generator, operator, transporter or owner, transporter or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials consisting of a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials shall make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or other in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss, including reasonable attorney's fees, arising from any claim or liability activity or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including without limitation, piping and telephone cables, etc.) which are not called to ENGINEER's attention in writing and which are shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's handling, labeling, transporting, testing, storing or other handling of contaminated materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of ENGINEER field representative nor the observation and testing by ENGINEER shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance policy or policies above. In the event any third party brings suit or claim for damages against ENGINEER, alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which are alleged to have resulted in or caused disease or any adverse health condition to any individual or party or resulting in cost for remedial action, unavailability of the property or other property damage, then: CLIENT agrees to defend ENGINEER in any such suit or claim, on ENGINEER's behalf; any judgment resulting against ENGINEER, including any interest thereon. Further, CLIENT, with ENGINEER's concurrence, will select which ENGINEER is to defend any such suit or claim, will pay Court costs for which ENGINEER may be liable in any such suit and will bear and pay litigation expenses CLIENT incurs in pursuing a reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate or settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including without limitation, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it for a sum of money less than the maximum sum offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTERPRETATION. This AGREEMENT comprises a final and complete repository of understandings between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT; its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.



PROJECT AUTHORIZATION FORM

Project Name: Annex III - IAQ Investigation Date: July 30, 2012

Project Location: 101 South Lawrence Street, Montgomery, AL

Proposed Services and Costs: In continuing our investigative activities regarding indoor air quality within Annex III, EMC has/will provide the following services: 1) Principal/Engineer time associated with consulting, coordinating, testing and reporting, \$105/hour. 2) Geologist time associated with consulting, testing and reporting, \$95/hour. 3) Administrator time associated with coordinating, testing and reporting, \$85/hour. 4) Technician time associated with testing and reporting, \$55/hour. 5) Airborne Formaldehyde testing, \$65 each. 6) Airborne Methane and Hydrogen Sulfide testing, \$175 each. 7) Airborne VOC testing by TO-15 Method (two day turnaround), \$755 each. 8) Airborne VOC testing by TO-15 Method (two week turnaround), \$380 each. 9) Legionella testing of cooling water, \$120 each. 10) Comparative carpet adhesive analyses, \$375 each. 11) Supplies and equipment, cost plus 15%. 12) Shipping, cost plus 15%.

EMC may make recommendations for additional testing and/or remedial actions that we believe may help to identify indoor air quality issues, or improve the indoor air quality, within Annex III, and we have/will provide the services described above when requested by County personnel. We may also provide other analytical or remedial services when requested.

Based on these services we have or expect to provide, I am requesting authorization not to exceed \$50,000 for this work and prior authorizations for Annex III Indoor Air Quality Investigation.

Prepared By: W. Haynes Kelley, Jr.

W. Haynes Kelley, Jr., P.E. / President

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

The Montgomery County Commission
Print or type Client Name (individual, firm or corporation)

P. O. Box 1667, Montgomery, AL 36102
Client Address

Signature of Authorized Representative

Date

Print or type Name of Authorized Representative and Title

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, within due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per maximum percentage cost, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoice that shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness shall be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include completion of analysis and records necessary to document ENGINEER's files and protect ENGINEER's professional reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, CLIENT shall within thirty calendar days of termination remunerate ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, ENGINEER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be ENGINEER's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or ENGINEER, including, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used by CLIENT or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT and all clients arising from that project shall be liable to ENGINEER for damages. Any and all clients arising from that project shall be liable to ENGINEER for damages. Any document ENGINEER delivers to CLIENT shall be produced or distributed, whether for advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT shall provide to ENGINEER information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume control of, or responsibility for, the site or the person in charge of the site, or

undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein.

(d) Allegations that ENGINEER is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT shall compensate ENGINEER for the additional cost of such work. In addition, CLIENT shall indemnify and hold ENGINEER harmless for any loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or other(s) in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to ENGINEER's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to indemnify and hold ENGINEER harmless from any claim or loss arising from ENGINEER's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of ENGINEER field representatives nor the observation and testing by ENGINEER shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damages from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, unavailability of the property or other property damage, then: CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, CLIENT, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit and will bear and pay Court costs for which ENGINEER may be liable in any reasonable and professional defense which will be the right to investigate, negotiate and settle with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by ENGINEER in defending itself against such claim, including without limitation, ENGINEER's personnel-related costs, attorney fees, Court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTERPRETATION. This AGREEMENT comprises a final and complete repository of understandings between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

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

AUG 27, 2012

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
8/15/12

DATE: August 15, 2012

RE: SALE OF SURPLUS MOSQUITO FOGGER AND TRUCK

As discussed at the August 13, 2012, Information Session, it is requested that the Commission approve sale of the Engineering Department's surplus mosquito fogger and truck to Elmore County for the amount of \$6,500.00. Attached is documentation that the Elmore County Commission voted unanimously on August 13, 2012, to offer said amount for purchase of this surplus mosquito control equipment. Based upon our research this dollar amount appears to be fair market value; additionally, we would avoid the costs and delays associated with disposing of this surplus equipment via auction.

GCS/gcs

Attachments

cc: File

George Speake

From: Richie Beyer <wrbechd@elmore.rr.com>
Sent: Wednesday, August 15, 2012 6:16 AM
To: James Kelley; George Speake
Cc: 'Richie Beyer'; 'Shop'; 'Lynda Feaga'
Subject: Montgomery Co Surplus Mosquito Spray unit and Truck
Attachments: Agenda August 13 2012.doc

George and James,

Please utilize this email as notification that the Elmore County Commission on August 13, 2012 at their regularly scheduled Commission Mtg voted to purchase the previously discussed mosquito abatement unit that Montgomery County is in the process of declaring surplus and selling. The Elmore County Commission voted unanimously to offer \$6500 for the truck and spray unit assembly. Copy of agenda item inclusion is attached.

It is requested that the Montgomery County Commission consider this offer and sale to Elmore County at its next regularly scheduled Commission mtg.

Thanks for all your help on this. Please let me know should you need any additional info from us prior to the County Commission's consideration.

Thanks,

Richie

Richie Beyer
2012-2013 NACE President
Elmore County Engineer
155 County Shop Rd
Wetumpka, AL 36022
wrbechd@elmore.rr.com
334-567-1162 office
334-567-1100 fax
334-398-3325 cell

ELMORE COUNTY HIGHWAY DEPARTMENT

155 County Shop Road • Wetumpka, Alabama 36092
Phone (334) 567-1162 • Fax (334) 567-1100

Work Session Agenda August 13, 2012

Work Session Agenda

1. Consider purchase of mosquito abatement equipment from Montgomery County (appx. cost of \$6500 to be paid from the Environmental Fund unbudgeted fund balance);
2. Approve Chairman to execute Agreements with ALDOT on the following projects:
 - ATRIP 26-01-01, Resurfacing of E Cotton Rd from AL 63 east 4.888 miles to AL 229;
 - STPOA-2640(), PE for Bridge Replacement on Ingram Rd at Cotton Ford Creek;
 - STPOA-2640(), PE for Bridge Replacement on Ingram Rd at Middle Creek;
 - STPOA-2640(), PE for Bridge Replacement on Ingram Rd at Middle Creek Tributary;
 - STPOA-PE12(), PE for Intersection Improvement Study at 4 major intersections (3 on Redland Rd and 1 on Airport Rd);
 - STPOA-2WO3(), PE for Corridor Study on Redland Rd (CR 8) from US 231 to Rifle Range Rd (CR 4) including intersection improvements at CR 8 and CR 4;
 - HRRR-CN12(222), Sign upgrades on various county roads (minor collectors and local roads).

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1818

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Agenda

AUG 27 2012

August 14, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

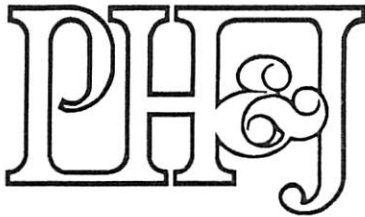


SUBJECT: Deduct Change Order No.1; Exterior Weatherization for Montgomery County
Courthouse Annex I Montgomery, Al; PHJ # 0818GVF

PH&J Architects Inc. has submitted a deduct change order for \$28,144.18. This change order reduced the contract that Summit Waterproofing, Inc. submitted from 149,000.00 to 120,855.82. This change was caused by purchasing of materials by the County which was a savings of 10% to the County for the price of goods and services. This was discussed during the Working Session on August 13, 2012 and was asked to be placed on the agenda for approval for the August 27, 2012 Commission Meeting.

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

JAM/tm



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

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

August 8, 2012

Mr. John Mitchell
Montgomery County
PO Box 1667
Montgomery, AL 36102

Re: Exterior Weatherization for Montgomery County Courthouse Annex 1 Montgomery, AL;
PHJ# 0818GVF

Dear Mr. Mitchell:

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

After signatures are obtained, please return all copies to my attention at our office for further processing.

Please call with any questions.

Thank you,


Kristie Hutto

Cc – file
Enclosures



Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☐
Montgomery County Commission	DATE: August 2, 2012	ARCHITECT: ☐
PO Box 1667		CONTRACTOR: ☐
Montgomery, AL 36102		FIELD: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0818GVF	OTHER: ☐
Summitt Waterproofing, Inc.	CONTRACT DATE: November 11, 2011	
PO Box 1948	CONTRACT FOR: General Construction	
Pelham, AL 35124		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

A DEDUCT to remove the washing and sealing of the pre-case panels as indicated of the RFP and remove the flashing, detail C/A-3 and special Plan Note.....\$1,367.00

B ADD for above porch area at the Washington Avenue entrance, cut test holes in wall to expose structural conditions behind stucco finish.....\$1,300.00

C DEDUCT to delete removing the bottom band of pre-cast concrete panels, new flashing and installing the new stucco ceiling at the Washington Avenue entrance.....\$6,765.00

D ADD for the waterproofing sealing on two-story wall on North wing previously removed from project.....\$1,000.00

E DEDUCT for materials purchased for the project by Montgomery County Commission and for Tax Savings for the project.....\$22,312.18

The original Contract Sum was	\$	149,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	149,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	28,144.18
The new Contract Sum including this Change Order will be	\$	120,855.82

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

The date of Substantial Completion as of the date of this Change Order therefore is July 19, 2012

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

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

PH&J Architects, Inc.	Summitt Waterproofing, Inc.	Montgomery County Commission
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
PO Box 215	PO Box 1948	PO Box 1667
Montgomery, AL 36101	Pelham, AL 35124	Montgomery, AL 36102
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Patrick Addison	DAN STEGALL	
(Typed name)	(Typed name)	(Typed name)
8/3/12	8/6/12	
DATE	DATE	DATE

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User Notes:

(1817134945)

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
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DEPUTY ADMINISTRATOR
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Agenda

AUG 27, 2012

MEMORANDUM

July 31, 2012

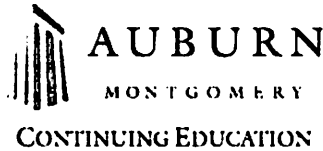
TO: County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: AUM Business Breakfast Series 2012-2013

AUM's Division of Continuing Education has asked for the Commission's continued support and sponsorship of their bi-monthly professional business breakfasts, the *AUM Business Breakfast Series*. The yearly sponsorship fee is \$1,000, and has not seen an increase in the past three years. For our sponsorship, the Commission is provided eight (8) tickets per breakfast, is listed as a sponsor on all printed advertising materials and is recognized as a corporate/community sponsor at each breakfast.

I am asking that this item be placed on the next meeting agenda.



Sponsorship Agreement
Montgomery County Commission– Montgomery

AUM Business Breakfast Corporate Sponsorship
2012-2013

Auburn Montgomery's Division of Continuing Education thanks you for your support of the AUM Business Breakfast Series. The AUM Business Breakfast is an opportunity to bring business and academic leaders together to hear national, state and local speakers on cutting edge topics that affect our community, as well as enhance our business operations. This program gives you and your colleagues a chance to network with movers and shakers in the River Region, as well as an opportunity to gain new business clients, and enhance your visibility in the community.

As a Corporate Sponsor, your business will:

- Have exclusive sponsorship rights at all AUM Business Breakfast events (MGM).
- Have a representative of your business seated at the head table at each Business Breakfast.
- Be a featured Sponsor at one of the Business Breakfast programs.
- Have your logo appear on all marketing pieces of the Business Breakfast Series.
- Have your name appear on all centerpieces of the tables at each breakfast.
- Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers.
- Be able to distribute materials about your business.
- Includes three breakfasts in Montgomery and one joint Business Breakfast event series.
- Be able to purchase a reserved table in Prattville for \$250.

Cost: \$1,000

If you have any questions, please contact Kathy Gunter at 334-244-3340. Upon your approval, please sign below and fax to Attn: Kathy Gunter at 334-244-3865 or email kgunter1@aum.edu

Montgomery County Commission Representative Date

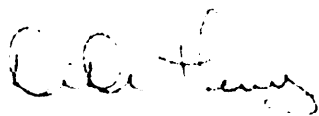
AUM Continuing Education Representative Date

Davis, Julie

From: Manning, Vicky
Sent: Wednesday, June 08, 2011 10:59 AM
To: Davis, Julie
Subject: FW: Question about County COMmission and Tickets
Question for Hugh

From: DIDI Henry [mailto:DIDIHENRY@mc-ala.org]
Sent: Wednesday, June 08, 2011 10:57 AM
To: Manning, Vicky
Subject: Question about County COMmission and Tickets

Hi Vicky. The Montgomery County Commission has been asked by Auburn University Montgomery to again sponsor their yearly AUM Business Breakfast Series. We have done this for several years now, along with the City of Montgomery and numerous local businesses. For our sponsorship, we receive 8 tickets to each breakfast, which are used by the Commissioners and / or department heads. We also get mentioned in all printed advertising materials and are recognized as a sponsor at the breakfast. With the new ethics laws in place now, are we still able to sponsor this event?

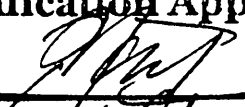
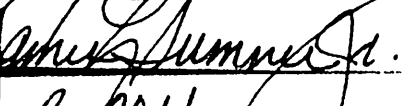


DiDi Henry
Public Affairs Director
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104
(334) 832-1270 (office)
didihenry@mc-ala.org

<http://twitter.com/mccalabama>

www.mc-ala.org/

*It's a GREAT day to live and work
in Montgomery County, Alabama.*

Alabama Ethics Commission Pre-Certification Approval	
Reviewed:	
Approved:	
Date:	<u>June 8, 2011</u>

6/8/2011

4-3

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

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Agenda

AUG 27, 2012

August 27, 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:

C-2012-88: Capri Community Film Society, Inc., for Southern Circuit Tour of Independent Filmmakers - \$1,000; (Wilson)

C-2012-89: The Southern Youth Leadership Development Institute, for Youth Program - \$300; (Wilson)

C-2012-90: Alabama Jazz and Blues Federation, for the Jazz on the Grass Event - \$500; (Ingram)

NC-2012-117: Pike Road Volunteer Fire Protection Authority, for Paving of Parking Lot - \$5,000; (Ingram)

NC-2012-118: Alabama Cooperative Extension System, for the 2012 Successful Aging Initiative Conference - \$750; (Polizos)

DLM/tll

Agenda

AUG 27, 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager *PS*

Date: August 8, 2012

Subject: Invitation to Bid No. 51988-12B-018,
Catering of Food Trays

Request approval of award on the above referenced Invitation to Bid, to the low bid of Montgomery Restaurant Partners, for the amount of \$630.25, based on unit pricing, be placed on future agenda for a County Commission meeting. (Copy of spread sheet attached)

This will be a six (6) month contract with the option to renew for an addition six (6) month period. A price escalation may be allowed but shall not exceed 5%.

Coordination of award made with you and DiDi Henry, Public Information Officer.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51988-12B-018				MONTGOMERY RESTAURANT PARTNERS - ATTN: BOB PARKER - PHONE #328-8079; FAX #356-9206		CHAPPY DELI - ATTN: DAVID BARRANCO - PHONE #277-6590; FAX #277-6593		NO BID RECEIVED: FARMERS MARKET CAFÉ					
ISSUED: JULY 19, 2012													
BID OPENING: AUGUST 1, 2012													
DEPT: COUNTY COMMISSION													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	DBL DECK SANDWICK												
	4 - 5 PEOPLE	EA	1	\$22.95	\$22.95	\$41.85	\$41.85						
	6 - 8 PEOPLE	EA	1	\$33.95	\$33.95	\$53.45	\$53.45						
	8 - 10 PEOPLE	EA	1	\$44.95	\$44.95	\$64.05	\$64.05						
	10 - 13 PEOPLE	EA	1	\$55.95	\$55.95	\$88.30	\$88.30						
2	VEGGIE & REL. TRAY												
	12-18 PEOPLE	EA	1	\$30.95	\$30.95	\$31.95	\$31.95						
	20-25 PEOPLE	EA	1	\$47.95	\$47.95	\$48.95	\$48.95						
	30 - 35 PEOPLE	EA	1	\$58.95	\$58.95	\$60.95	\$60.95						
3	FRUIT & CHEESE												
	10-15 PEOPLE	EA	1	\$34.95	\$34.95	\$35.95	\$35.95						
	18 - 25 PEOPLE	EA	1	\$48.95	\$48.95	\$49.95	\$49.95						
	30 - 35 PEOPLE	EA	1	\$59.95	\$59.95	\$62.95	\$62.95						
4	CHICK.FINGER TRAY												
	9 - 19 PEOPLE	EA	1	\$28.95	\$28.95	\$29.85	\$29.85						
	18-36 PEOPLE	EA	1	\$56.95	\$56.95	\$59.70	\$59.70						
	27 - 54 PEOPLE	EA	1	\$87.95	\$87.95	\$89.55	\$89.55						
TOTAL BID AMOUNTS -See Page 2													

Notes:

6-2

[illegible]

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

August 23, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Probate Judge's Office

During the August 13, 2012 County Commission meeting, the Commission agreed to place two Position Fill Requests for Clerk Typist II, Position Numbers 750012040 and 750012055, on the next agenda for the Probate Judge's Office.

I am requesting approval of these items.

DLM/tn

POSITION FILL REQUEST

DEPARTMENT: PROBATEAPPOINTING AUTH.: Judge Reese McKinney, Jr.SUPERVISOR: Wells Robinson

COMPLETE ACTION DATES

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

1. POSITION TITLE: CLERK TYPIST II
 POSITION NUMBER: 750012040
 PROPOSED EFFECTIVE DATE: 6 August 2012
 TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
 RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
 PAY GRADE: A03


 APPOINTING AUTHORITY

18 July 2012
 Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
 Promotional ☐ Candidates
 Open-Competitive ☐ Candidates
 Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. _____ Manpower data entered by _____

Date

_____ Payroll entered by _____

Date

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

COMPLETE ACTION DATES

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

1. POSITION TITLE: Clerk Typist II
POSITION NUMBER: 750012055
PROPOSED EFFECTIVE DATE: 6 August 2012
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03

APPOINTING AUTHORITY

18 July 2012
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional ☐ Candidates
Open-Competitive ☐ Candidates
Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. ☐ Manpower data entered by _____

Date

☐ Payroll entered by _____

Date

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda

AUG 27, 2012

August 23, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Youth Facility

During the August 13, 2012 County Commission meeting, the Commission agreed to place two Position Fill Requests for Clerk Typist II, Position Number 900012003 and Juvenile Probation Officer I, Position Number 900304095, on the next agenda for the Youth Facility.

I am requesting approval of these items.

DLM/tn

POSITION FILL REQUEST ORIGINAL

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Lynn Peavey, Administrative Secretary

COMPLETED ACTION DATES

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

1. POSITION TITLE: Clerk-Typist II (to replace Sherunda Anthony)

POSITION NUMBER: 900012003

PROPOSED EFFECTIVE DATE: 7/23/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER (X) TRANSFER Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10(c) Transfers.

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 (\$24,414/\$938.99/\$11.7374)

Bruce R. Howell
Department Head

7/5/2012
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Lynn Peavey, Administrative Secretary

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Officer I (to replace Fred Vrgora
900306027 - JPO II)
POSITION NUMBER: 900304095

PROPOSED EFFECTIVE DATE: 9/1/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 - S1 (\$34,563/\$1329.34/\$16.6167)

Bruce R. Howell

Department Head

8/2/2012
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 27, 2012

Request # 17

Date: August 22, 2012
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al

Departure Date: September 7, 2012 Return Date: September 7, 2012

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend Alabama Society Of CPAs Continuing Education Courses: Frequent
Frauds Found in Governments; Purchasing, Inventory and Cash Disbursements:
Common Frauds and Internal Controls

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

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

Total (est.) Cost: \$310.00 Advance Registration Required: \$310.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$310.00

To: Donald L. Mims

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 reimbursement of actual and necessary expenses in the
approximate amount of \$310.00 and advance registration of \$310.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$19,185.51</u>	
Budget Available:	<u>\$3,314.49</u>	
Current Requests:	<u>\$310.00</u>	
Budget Balance:	<u>\$3,004.49</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/23/2012

cc: Finance Director / Buyer

9-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 27, 2012

Request # 3

Date: August 22, 2012
To: Donald L. Mims, Administrator
From: DiDi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, Al
Departure Date: August 28, 2012 Return Date: August 28, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. DiDi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.20 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.20

To: DiDi Henry

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 reimbursement of actual and necessary expenses in the
approximate amount of \$56.20 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$372.56</u>	
Budget Available:	<u>\$3,127.44</u>	
Current Requests:	<u>\$56.20</u>	
Budget Balance:	<u>\$3,071.24</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/23/2012

cc: Finance Director / Buyer

9-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

AUG 27, 2012

Date: August 22, 2012
To: Donald L. Mims, Administrator
From: DiDi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, Al
Departure Date: September 19, 2012 Return Date: September 19, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. DiDi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.20 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General Fund

Additional Comments: Mileage - \$56.20

To: DiDi Henry

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 reimbursement of actual and necessary expenses in the
approximate amount of \$56.20 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$372.56</u>	
Budget Available:	<u>\$3,127.44</u>	
Current Requests:	<u>\$112.40</u>	
Budget Balance:	<u>\$3,015.04</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/23/2012

cc: Finance Director / Buyer

9-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 27, 2012

Request # 5

Date: August 23, 2012

To: Donald L. Mims, Administrator

From: Didi Henry

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al

Departure Date: September 11, 2012

Return Date: September 11, 2012

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Public Relations Council of Alabama Seminar

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle

Private Vehicle

☐
☒

Commercial Air

Other (Specify)

☐
☐

Total (est.) Cost: \$75.00

Advance Registration Required: \$75.00

Department Name: Public Relations Dept

Fund Name: General Fund

Additional Comments: Registration - \$75.00

To: Didi Henry

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51130.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,500.00

Approved Requests: \$372.56

Budget Available: \$3,127.44

Current Requests: \$187.40

Budget Balance: \$2,940.04

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/23/2012

cc: Finance Director / Buyer

9.4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 51

Agenda

AUG 27, 2012

Date: August 20, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: September 12, 2012 Return Date: September 12, 2012
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Draeger Recertification

Traveler (s) Name: 1. Deputy Alana Norman 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 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: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$18,364.00

Budget Available: \$6,636.00

Current Requests: \$0.00

Budget Balance: \$6,636.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/20/2012

cc: Finance Director / Buyer

9-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 27, 2012

Request # 15

Date: August 15, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tucson, AZ
Departure Date: October 3, 2012 Return Date: October 5, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: States' Annual 2012 General Membership Meeting

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

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: _____

To: Scott Kramer

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 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>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$7,454.68</u>	
Budget Available:	<u>\$7,545.32</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$7,545.32</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/17/2012

cc: Finance Director / Buyer

9-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

AUG 27, 2012

Date: August 15, 2012
To: Donald L. Mims, Administrator
From: James Williams
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: September 5, 2012 Return Date: September 6, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Alabama Recreation & Parks Association Professional Growth Workshop

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

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

Total (est.) Cost: \$553.89 Advance Registration Required: \$75.00

Department Name: Parks and Recreation Fund Name: Parks & Recreation

Additional Comments: Registration - \$75.00; Lodging - \$109.89; Meals - \$150.00; Mileage - \$219.00

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 reimbursement of actual and necessary expenses in the
approximate amount of \$553.89 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$856.15</u>	
Budget Available:	<u>\$643.85</u>	
Current Requests:	<u>\$553.89</u>	
Budget Balance:	<u>\$89.96</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/17/2012

cc: Finance Director / Buyer

9-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 27, 2012

Request # 43

Date: August 16, 2012

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: St Simons's Island, GA

Departure Date: September 25, 2012

Return Date: September 28, 2012

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: Prosecuting the Drugged Driver

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

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

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

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

Additional Comments: No Expense to Office

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/27/12 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: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$35,006.44

Budget Available: \$9,993.56

Current Requests: \$0.00

Budget Balance: \$9,993.56

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/17/2012

cc: Finance Director / Buyer

9-8