

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

DECEMBER 17, 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:

Administrative Assistant Rhonda Cape with the District Attorney's Office
Managing Director Mike Dunn with Merchant Capital
Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC
Chairman Jim Wilson with the Board of Registrars
President John Chambless with Brown Chambless Architects
Mr. Kevin Elkins

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 Regular Meeting of December 3, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Approving the Issuance by the Montgomery County Public Building Authority (The "Authority") of a Series of its Revenue Warrants for the Purpose of Refunding a Portion of the Authority's Series 2006 Warrants. Said Resolution Will Authorize and Approve Various Related Actions, Including (i) a Proposed Restatement of the Authority's Certificate of Incorporation, (ii) the Execution and Delivery by the County of the Warrant Purchase Agreement, the First Supplemental Lease and the Official Statement, and (iii) the Transfer and Conveyance to the Authority of the Youth Facility Building and the Land on Which it is Located, County Commission
2. Consider Board Member Appointments to Central Alabama Regional Planning and Development Commission Board, County Commission
3. Consider Board Member Appointments to Montgomery Community Action Agency Board, County Commission
4. Consider Purchase and Sale Agreement Regarding 1.5 Acres of Land Located at 8440 U.S. Highway 331 Near Snowdown Park Owned by Dr. Winston Pirtle, County Commission
5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
6. Consider Payment of Invoices from the City of Montgomery for the County's Portion of Project Delta Expenditures, County Commission
7. Consider Bid Award for East Montgomery Revenue Commissioner and Probate Judge's Offices, Project Number BCA#21205, County Commission
8. Consider Final Payment to Summit Waterproofing, Inc., for Exterior Weatherization of Annex I, County Commission
9. Consider Budget Change Request Number 9 to Montgomery Area Chamber of Commerce to Provide Funding for Maintaining Garrett Coliseum, County Commission Appropriations

10. Consider Budget Change Request Number 10 to City of Montgomery BONDS Program, for Taylor Lakes/Sagestone Homeowners Association, County Commission Appropriations
11. Consider Position Fill Request for Road Maintenance Supervisor, Position Number 630564003, Engineering Department
12. Consider Position Fill Requests, Detention Facility (3)
 - Corrections Officer / Corrections Officer Trainee – Position Number 007
 - Corrections Officer / Corrections Officer Trainee – Position Number 118
 - Corrections Officer / Corrections Officer Trainee – Position Number 184
13. Consider Position Fill Request for Deputy Sheriff Trainee / Deputy Sheriff, Position Number 078, Sheriff's Office
14. Consider Position Fill Request for Mail Room and Stores Clerk, Position Number 260775003, Support Services
15. Consider Position Fill Request for Juvenile Detention Officer, Position Number 900300063, Youth Facility
16. Consider Position Fill Request for Juvenile Probation Supervisor, Position Number 900308075, Youth Facility
17. Consider Performance Evaluation of Chief Information and Technology Officer Lou Ialacci and Annual Merit Increase from Pay Grade A16, Step 2 to Pay Grade A16, Step 3, Effective September 26, 2012, Information Systems
18. Consider Travel/Training Requests (4)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Chief Information and Technology Officer Lou Ialacci
Finance Director Sherrill Thomas
Revenue Manager Terri Henderson
Platt Boyd with Seay, Seay & Litchfield, P.C.
Risk Manager Scott Kramer

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

<u>DECEMBER 17, 2012</u>	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.
<u>DECEMBER 24, 2012</u>	County Holiday (Christmas)
<u>DECEMBER 25, 2012</u>	County Holiday (Christmas)
<u>JANUARY 1, 2013</u>	County Holiday (New Year's Day)
<u>JANUARY 7, 2013</u>	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.
<u>JANUARY 21, 2013</u>	County Holiday (Martin Luther King, Jr.'s Birthday)
<u>JANUARY 22, 2013</u>	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 Community Corrections Officer – Community Corrections
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 2 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy District Attorney Level 1 – District Attorney's Child Support Unit
Unit
Fill action continues for 18 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Corrections Officer – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 County Road Equipment Operator III's – Engineering Department
Fill action continues for 1 Road Maintenance Supervisor – Engineering Department
Fill action continues for 1 Bridge Maintenance Superintendent – Engineering Department
Fill action continues for 1 Traffic Control Technician – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 2 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 2 Emergency Communications Operator I/II – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Building Maintenance Superintendent – Youth Facility

December 17, 2012

Agenda

DEC 17 2012

12-17-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-07-12

Check Number	To	Check Number
231655		231713
Total Checks Paid		\$86,916.68

CHECK #	PAYEE	AMOUNT	DATE
231653	Waste Away Group	\$ 126.00	11/29/12
231654	Stivers Ford Lincoln Mercury	\$54,112.00	12/03/12

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

Agenda

DEC 17 2012

12-17-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-07-12

Check Number	To	Check Number
231714		231791
Total Checks Paid		\$360,465.25

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 12-14-12

Check Number	To	Check Number
231793		231885
Total Checks Paid		\$352,236.51

CHECK #	PAYEE	AMOUNT	DATE
231792	Southland International Trucks, Inc.	\$ 75,383.87	12/12/12

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 12-14-12

Check Number	To	Check Number
231886		231967
Total Checks Paid		\$527,129.38

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
12/14/12**

Payroll Check Number	114670	To	Payroll Check Number	114800	\$ 85,919.61
Direct Deposits					\$ 791,446.76
Payroll Check Number	114801	To	Payroll Check Number	114824	\$ 249,183.85
Direct Deposits					\$ 323,427.17
Federal Deposits					\$ 293,991.67
Total Payroll Paid					\$ 1,743,969.06

**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

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, 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

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution Approving the Issuance by The Montgomery County Public Building Authority of a Series of its Revenue Warrants

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Resolution approving the issuance by The Montgomery County Public Building Authority of a Series of its Revenue Warrants for the purpose of refunding a portion of the Authority's Series 2006 Warrants on the next agenda.

Attached is a copy of the proposed Resolution and I am requesting adoption of this document.

DLM/tn

Attachment

**MONTGOMERY COUNTY COMMISSION
AUTHORIZING RESOLUTION**

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County in the State of Alabama (the "County") as follows:

Section 1. The Commission has ascertained and does hereby find and declare as follows:

(a) the County has previously transferred and conveyed certain land, certain buildings and improvements and various items of furniture, furnishings, equipment and other personal property (all of the foregoing being herein together called the "Original Project") to The Montgomery County Public Building Authority, an Alabama public corporation (herein called the "Authority");

(b) the County has heretofore leased the Original Project from the Authority pursuant to a Lease Agreement dated as of August 1, 2006 (herein called the "Original Lease"), between the Authority and the County;

(c) in order to finance the costs of acquiring, constructing and equipping the Original Project, the Authority has heretofore issued and sold its Revenue Warrants (Montgomery County Facilities Project), Series 2006, dated August 1, 2006 (herein called the "Series 2006 Warrants"), originally issued in the aggregate principal amount of \$73,280,000 and now outstanding in the aggregate principal amount of \$68,225,000;

(d) the Series 2006 Warrants are payable solely from the rentals paid to the Authority by the County under the Original Lease;

(e) the County can realize a reduction in its annual rental payments with respect to the Original Project by refunding and retiring a portion of the Series 2006 Warrants, and the County has therefore requested the Authority to refund and retire a portion of the Series 2006 Warrants;

(f) the County has also requested the Authority to acquire the parcel of land in the County (herein called the "Youth Facility Site") on which the county youth facility building (herein called the "Youth Facility Building") is situated, to make certain renovations and improvements to the Youth Facility Building, and to acquire and install in or around the Original Project or the Youth Facility Building various items of furniture, furnishings and equipment (herein called the "New Project Equipment"), all for use and occupancy by the County and its agencies;

(g) the Authority is willing to acquire the Youth Facility Site and the Youth Facility Building, to make such renovations and improvements to the Youth Facility Building, and to acquire and install the New Project Equipment in or around the Original Project or the Youth Facility Building, all for lease to the County, and also to refund a portion of the Series 2006 Warrants as requested by the County, but only if the County will lease the Youth Facility Site, the Youth Facility Building and the New Project Equipment (which are herein together called the "Project Improvements") from the Authority pursuant to the Original Lease, as supplemented and amended by the First Supplemental Lease Agreement hereinafter described;

(h) the County is willing to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid First Supplemental Lease Agreement;

(i) it is therefore appropriate and desirable for the County to approve the issuance of the Series 2012 Warrants hereinafter described and also lease the Project Improvements from the Authority in accordance with the provisions of the Original Lease, as supplemented by the First Supplemental Lease Agreement authorized in Section 4 of this resolution, and to enter into such other agreements and to take such other actions as may be authorized herein; and

(j) that the Authority is a public corporation that was organized pursuant to the provisions of Chapter 15 of Title 11 of the Code of Alabama 1975 by a certificate of incorporation (the "Original Certificate") filed in the office of the Judge of Probate of the County on June 22, 2006, and there recorded in Corporation Book 264 at page 990, et seq.; that the President of the Authority and the Secretary of the Authority have filed with the Commission an application in writing for authorization to restate the Original Certificate of the Authority; that there was attached to said application a certified copy of a resolution adopted by the Board of Directors of the Authority proposing the requested restatement of the Original Certificate; that a copy of said application, including the attached certified resolution, has been presented to the meeting of the Commission at which this resolution and order is adopted (which copy shall be attached to the minutes of such meeting as Exhibit I and which is hereby adopted in all respects as if set out in full herein); that the contents of said application have been reviewed by the Commission; and that it is advisable that the Original Certificate be restated in the manner described in said application.

Section 2. The aforesaid application to restate the Original Certificate is hereby allowed and the President of the Authority and the Secretary of the Authority are hereby authorized and directed to execute the proposed restatement of the Original Certificate and to file and record such restatement in the office of the Judge of Probate of Montgomery County, Alabama. The form of Restated Certificate of Incorporation contained in the aforesaid resolution adopted by the Board of Directors of the Authority is hereby approved.

Section 3. The County is hereby authorized (i) to convey to the Authority, by one or more statutory warranty deeds, title to the Youth Facility Site and the improvements situated thereon, and (ii) if and to the extent deemed appropriate, to transfer to the Authority, by appropriate bill of sale and assignment, all of the County's right, title and interest in and to items of personal property used in or around the Youth Facility Building, all in consideration of the issuance of the Series 2012 Warrants hereinafter described and the related undertakings by the Authority. The Chairman or Vice Chairman of the Commission is hereby authorized and directed to execute and deliver, for and in the name and behalf of the County, the said statutory warranty deeds and the said bill of sale and assignment, in such form as he, acting with the advice of counsel to the Commission, shall determine to be appropriate. The Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to each of said instruments and to attest the same. The said instruments shall be delivered to the Authority simultaneously with the issuance of said Series 2012 Warrants by the Authority.

Section 4. The County is hereby authorized to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid First Supplemental Lease Agreement (which is herein called the "First Supplemental Lease"). The First Supplemental Lease shall be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of such meeting as Exhibit II and which is hereby adopted in all respects as if set out in full herein), with such changes, not inconsistent with the provisions hereof, as the Chairman of the Commission, acting with the advice of counsel to the County, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution. The determination of the definitive form of the First Supplemental Lease by the said Chairman shall be conclusively established by his execution of such document. The Chairman of the Commission is hereby authorized and directed to execute and deliver the First Supplemental Lease for and in the name and behalf of the County, and the Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to the Lease and to attest the same.

Section 5. The County recognizes that the Authority proposes (i) to issue its Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2012, to be dated December 1, 2012 (herein called the "Series 2012 Warrants") in the aggregate principal amount of \$9,985,000 in order to refund a portion of the Series 2006 Warrants and to pay the costs of the Project Improvements, and (ii) to sell the Series 2012 Warrants to Merchant Capital, L.L.C. and First Tuskegee Bank (herein called the "Underwriters") pursuant to a Warrant Purchase Agreement among the Underwriters, the Authority and the County in the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of such meeting as Exhibit III and which is hereby adopted in all respects as if set out in full herein). The Chairman of the Commission is hereby authorized and directed to execute and deliver said Warrant Purchase Agreement for and in the name and behalf of the County.

Section 6. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, an Official Statement (herein called the "Official Statement"), with respect to the Series 2012 Warrants, said Official Statement to be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of said meeting as Exhibit IV and which is hereby adopted in all

respects as if the same were set out in full herein), with such changes as the said Chairman shall determine to be necessary or desirable in order to describe accurately the Series 2012 Warrants and all other aspects of the transactions authorized by this resolution, the determination by the said chairman of any changes to the Official Statement to be conclusively established by his execution thereof. The use of the Official Statement by the Authority and the Underwriters in connection with the offering and sale of the Series 2012 Warrants is hereby authorized and approved.

Section 7. The Chairman or the Vice Chairman of the Commission and the Clerk of the Commission are hereby authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to carry out fully the leasing, refunding and other transactions hereinabove authorized.

Section 8. The Commission does hereby find and determine that the reasonably anticipated amount of tax-exempt obligations which will be issued by the County and all subordinate entities thereof during the current calendar year does not exceed \$10,000,000. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986 the County does hereby designate the Series 2012 Warrants as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the said Internal Revenue Code of 1986.

4699053_1

Donald Mims

From: Ezell, Mark E. [mee@hsy.com]
Sent: Friday, December 14, 2012 11:29 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Montgomery County PBA---resolution of County Commission
Attachments: 4699053_1.DOC

I have attached a copy of the Commission resolution with the draft stamp removed and the blank in Section 5 filled in.

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TAX ADVICE DISCLOSURE: Unless expressly stated otherwise above, (i) nothing contained in or attached to this e-mail was intended or written to be used, and nothing in it may be used or relied upon, by you or any other taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code, (ii) nothing contained in or attached to this e-mail may be used by any person to support the promotion or marketing of, or to recommend, any transaction or matter addressed in this e-mail, and (iii) if this email or any attachment expressly states that it was written to support the promotion or marketing of any transaction or matter, any taxpayer reading this e-mail should seek advice based on such taxpayer's particular circumstances from an independent tax advisor with respect to such transaction or matter.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
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Agenda

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointments to Central Alabama Regional Planning and
Development Commission Board

During the December 3, 2012 County Commission meeting, the Commission agreed to place the reappointment of board members to the Central Alabama Regional Planning and Development Commission Board on the next agenda.

I am requesting approval of these reappointments.

DLM/tn

Attachment

Central Alabama Regional Planning
And Development Commission Board

Members:

Term Expires:

Jiles Williams, Jr.
944 Alma Drive
Montgomery, AL 36108

11/13/2012

Donald L. Mims
County Administrator

11/13/2012

John A. Mitchell, Sr.
Deputy County Administrator

11/13/2012

James Williams
Montgomery County Parks and Recreation Department

11/13/2012

George C. Speake
Montgomery County Engineering Department

11/13/2012

James Kelly
Montgomery County Engineering Department

11/13/2012

THE TERM OF OFFICE OF THE CARPDC BOARD MEMBERS RUNS
CONCURRENTLY WITH THE OFFICE OF THE COUNTY COMMISSION

Term: 4 years

PROGRAMS:

November 9, 2012

Tom Gardner, Jr.
CHIEF EXECUTIVE OFFICER

HEAD START

EARLY HEAD START

ENERGY ASSISTANCE

EMERGENCY ASSISTANCE

HOUSING DEVELOPMENT

COMMUNITY FOOD PROJECT

FAMILY GARDENING PROJECT

YOUTH DEVELOPMENT/ENRICHMENT

COMMUNITY OUTREACH

INFORMATION & REFERRAL

ADVOCACY

MALE INVOLVEMENT

FATHERHOOD INITIATIVE

PROJECT AHEAD

SENIOR CITIZEN

ELDERLY FEEDING

CHILD NUTRITION

HOUSING COUNSELING

COMMUNITY COORDINATION

Elton Dean, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL. 36102-1667

Agenda

DEC 17 2012

Dear Commissioner Dean:

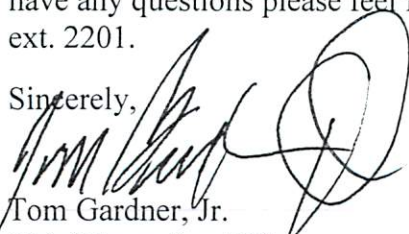
This letter is to advise you of the Montgomery Community Action Committee & CDC Board members who represent the County Commission will be expiring November 13, 2012.

The Board members who term is expiring are Addre Bryant, Willie Parker, Melanie Wison-Bicatel, and Glen Crumpton. Please consider the following;

- Due to the vast knowledge, commitment and dedication of the mission and operation of the organization, we humbly request the re-appointment of Willie Parker and Melanie Wilson-Bicatel.
- For the past year Addre Bryant has been ill and unable to serve in his role as a Board member. The agency is very thankful for Mr. Bryant's hard work and governance as a Board member over the years. As a replacement for Mr. Bryant, please consider Roberta Collins. She has committed to serve if appointed. Ms. Collins community involvement and leadership will be a great asset to the agency.
- Lastly, we are requesting Jannah Bailey, Executive Director of Child Protect to be appointed to serve on the MCAC Board of Directors to replace Glen Crumpton. We are grateful for Mr. Crumpton's hard work for the low income residents of Montgomery County. Due to his busy schedule his attendance did not meet the requirements of the agency by-laws and funding sources.

Thank you for always supporting Montgomery Community Action Agency. If you have any questions please feel free to contact the Executive Office at .334.263.3474 ext. 2201.

Sincerely,


Tom Gardner, Jr.
Chief Executive Officer

cc: Donnie Mims
County Administrator

Montgomery Community Action Agency

Members:

Term Expires:

Addre Bryant
3706 Menlo Court
Montgomery, AL 36116

11/13/2012

Willie J. Parker
3207 Woodley Road
Montgomery, AL 36116

11/13/2012

Melanie Bicatel-Wilson
5730 Wares Ferry Road
Montgomery, AL 36117
(334) 395-6760

11/13/2012

Glenn Crumpton
1906 Beauvoir Lake Drive
Montgomery, AL 36117
(334) 396-7575

11/13/2012

Term: 4 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase and Sale Agreement

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Purchase and Sale Agreement regarding 1.5 acres of land located at 8440 U.S. Highway 331 near Snowdown Park owned by Dr. Winston Pirtle on the next agenda. The Agreement contains a total purchase price of \$18,000, which is \$9,000 less than the original appraisal. A revised appraisal was prepared utilizing additional comps provided by the Montgomery County Appraisal Department. Dr. Pirtle has agreed to the revised appraisal amount.

I am requesting approval of this Agreement.

DLM/tn

Attachment

BETTS APPRAISAL SERVICE
IRA BETTS

LL2012033
Page 1 of 1 LL2012033

APPRAISAL OF

1.5 ACRES OF LAND

LOCATED AT:

8440 U S HWY 331
MONTGOMERY, AL, 36105-6007

FOR:

MR DONNIE MIMS COUNTY ADMINISTRATOR
P O BOX 1667
MONTGOMERY, AL 36102-1667

BORROWER:

NONE

AS OF:

October 25, 2012

BY:

IRA BETTS IFAS
GG0087

BETTS APPRAISAL SERVICE
IRA BETTS

LL2012033
File No. LL2012033

DONNIE MIMS
MR DONNIE MIMS COUNTY ADMINISTRATOR
P O BOX 1667
MONTGOMERY, AL 36102-1667

File Number **LL2012033**

In accordance with your request, I have appraised the real property at

8440 U S HWY 331
MONTGOMERY, AL, 36105-6007

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant
The property rights appraised are the fee simple interest in the site

In my opinion, the market value of the property as of **October 25, 2012** is

\$18,000
Eighteen Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions
final opinion of value descriptive photography, limiting conditions and appropriate certifications



IRA BETTS IFAS
G00087

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between H. Winston Pirtle, Sr., a married person (hereinafter referred to as "Seller"), and Montgomery County Commission, a governmental entity (hereinafter referred to as "Buyer");

WITNESSETH:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof; that certain real property initially described as follows:

A. Approximately 1.5, acres, more or less, lying and being situated in Montgomery County, Alabama, as depicted on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Property"), together with all improvements thereon, appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof and easement for access. An exact legal description will be obtained by survey to be performed by Professional Engineering Consultants, LLC with each party paying one-half (1/2) of the cost thereof.

2. PURCHASE PRICE. The Purchase Price of the Property (the "Purchase Price") shall be Eighteen Thousand and No/100 (\$18,000.00) Dollars. The Purchase Price shall be payable as follows:

The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing herein provided by cashier's check or cash on the day of Closing.

3. INSPECTION PERIOD.

(a) Buyer shall have a period of ten (10) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. In the event it is determined that a Phase II environmental test is required, the Inspection Period shall be extended for ninety (90) days. Seller shall deliver within seven (7) business days after the Effective Date an abstract of title to the Property updated to current date. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, governmental land use approvals,

permits and licenses with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing (the "Termination Notice") and, in such event, the Earnest Money shall be refunded to Buyer, and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, it shall be deemed accepted and the Earnest Money shall become nonrefundable though applicable to the Purchase price and the parties hereto shall proceed to close this sale as set forth herein; and

(b) The parties hereto agree and acknowledge that Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property in its then "AS IS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the Deed) and the Buyer hereby releases and discharges the Seller and its agent; servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in or under the Property or any buildings or improvements thereon.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, license; site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals to Buyer at Closing, provided such permits, licenses, approval and plans are assignable.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement or the Closing as the case may be.

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before December 31, 2012, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed") conveying a good and merchantable, indefeasible fee simple title in and to the Property, subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey, and taxes and assessments hereafter becoming due against said Property. The description used in the Deed shall be one and the same and shall coincide with the legal description set forth on survey of Property to be performed by Professional Engineers Consulting, LLC. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust and one-half (1/2) of all costs associated with this transaction except the cost of owner's title insurance. Buyer shall pay one-half (1/2) of all costs associated with this transaction in addition thereto and the premium for owner's title insurance. Ad valorem taxes shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer. a FLRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

8. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy, the right to declare the entire Earnest Money forfeited to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may (i) declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money, or (ii) Buyer shall be permitted to seek the remedy of specific performance against Seller. In no event shall Buyer be entitled to sue Seller for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

9. ASSIGNMENT. This Agreement may NOT be assigned by Buyer.

10. ENVIRONMENTAL CONCERNS Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph I herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified by EPA, ADEM or other similar agency with regard to the Property. Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto within ten (10) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THE SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER. NOW OR HEREAFTER ARISING FROM OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof nor does Seller have any knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of

Closing to acquire any other portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written, notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

12. NOTICES. Any notice permitted, or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:
Dr. H. Winston Pirtle, Sr.
8560 U.S. Highway 31.
Montgomery, AL 36105

Buyer.:
Montgomery County Commission
Attention: Mr. Donald L. Mims, Administrator
P.O. Box 1667
Montgomery, AL 36102

13. NO WASTE. Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or the cutting or severing of any growth or timber on the Property, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, except as referred to in paragraph 11, nor consent to any zoning, rezoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

14. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

(i) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property and the Property does not comprise the homestead of either Seller or their respective spouses.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, except as set forth in paragraph 11, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that has not been satisfactorily made.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and obtain a refund of the Earnest Money, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

15. AGENCY DISCLOSURE AND BROKERS: Each party represents and warrants to the other that no real estate or other commission or fees are due in connection with the sale contemplated by this Agreement. Each party indemnifies the other for any

costs or liability resulting from said party's contract with any broker other than as specified herein.

16. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

17. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

18. SPECIAL PROVISIONS.

A. Buyer agrees to utilize the property for governmental purposes.

B. Located on the property is a house occupied by Allen Kendrick ("Kendrick"). Seller reserves a license for Kendrick to reside therein until the first to occur of the following: (a) five (5) years from the date of recording of the deed conveying the property to Buyer or (b) his death or permanent residence in a retirement or nursing home or voluntary removal to another residence by himself or by family members. Notwithstanding the foregoing, the License granted herein is viable only so long as the house is deemed habitable. In the event any governmental institution declares the property uninhabitable, Kendrick shall vacate said premises. Kendrick shall be responsible for any and all utilities and maintenance of the structure including any repairs or renovations to the septic system. As a condition thereof, Kendrick agrees to indemnify and hold harmless Montgomery County Commission from any and all liability arising out of the use of said property pursuant to said license by Kendrick, or his family, guests and invitees.

C. In the event Buyer does not utilize the property for a public purpose within seven (7) years from the date of recording of the deed (right to purchase date), then Seller, or his lineal descendants, shall have an irrevocable right to repurchase the property for one (1) year from the right to repurchase date. The purchase price shall be the price paid by the Montgomery County commission plus interest therein compounded annually at a rate of 4.25%. Utilization for a public purpose is met if a public, paved or unpaved, parking lot is constructed thereon.

D. All the provisions of paragraph 18 shall survive the closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

WITNESS:

SELLER:

H. WINSTON PIRTLE, SR.

SS#: _____

Date of Execution: _____

WITNESS

BUYER:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr., Chairman

FEI#: _____

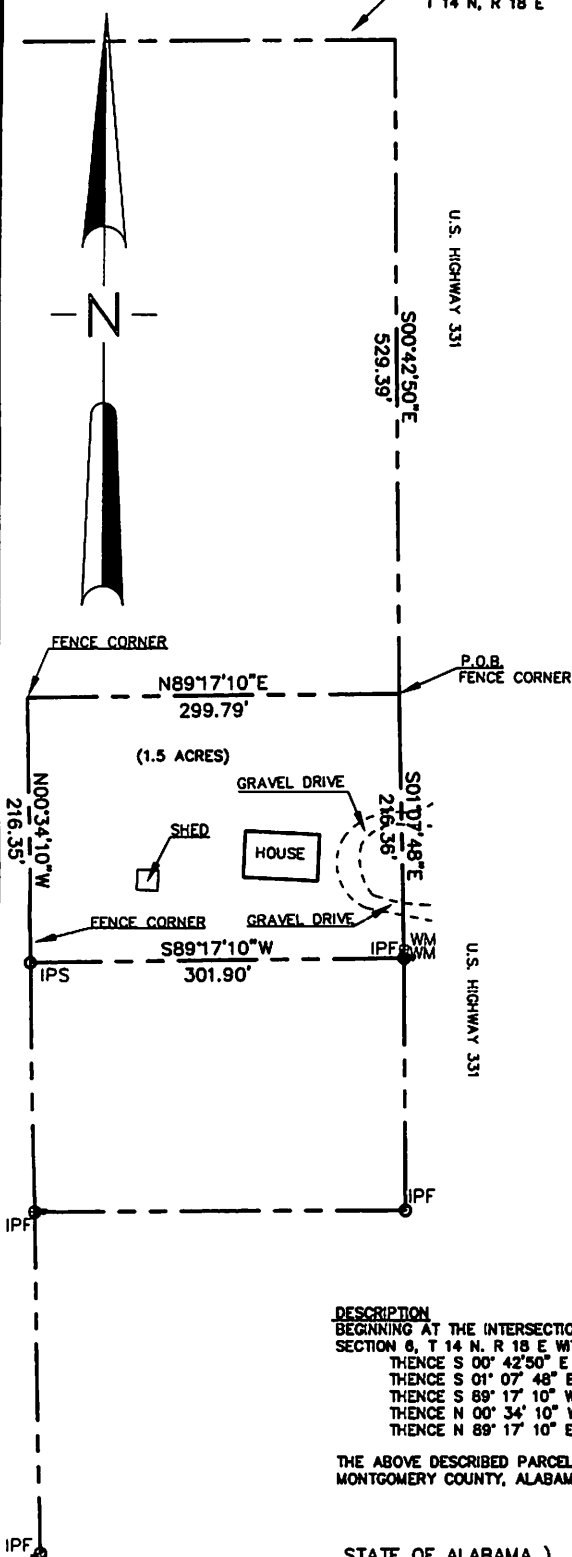
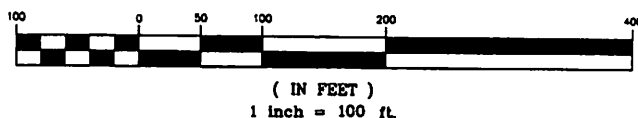
Date Executed: _____, 2012

EXHIBIT "A"

See attached survey of Patrick A. Moseley dated December 5, 2012.

NORTH LINE OF NW 1/4
OF NE 1/4 SEC. 6,
T 14 N, R 18 E

GRAPHIC SCALE



A BOUNDARY SURVEY FOR WINSTON PIRTLE IN SNOWDOUN ALABAMA

DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E WITH THE WEST RIGHT OF WAY OF U.S. HIGHWAY NO 331;
THENCE S 00° 42' 50" E ALONG SAID RIGHT OF WAY 529.39 FEET, TO THE POINT OF BEGINNING
THENCE S 01° 07' 48" E, 216.36 FEET
THENCE S 89° 17' 10" W, 301.90 FEET
THENCE N 00° 34' 10" W, 216.35 FEET,
THENCE N 89° 17' 10" E 299.79 FEET, TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 1.5 ACRES, MORE OR LESS.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, PATRICK A. MOSELEY, A REGISTERED ENGINEER AND LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

I FURTHER CERTIFY THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS AND THAT THEY ACTUALLY EXIST. THIS THE 5th DAY OF DECEMBER, 2012

PATRICK A. MOSELEY, ALA. REG. NO. 5935
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
822 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104



Donald Mims

From: Phyllis [phyllis@bhpclaw.com]
Sent: Friday, December 14, 2012 1:34 PM
To: pirtledvmjd@aol.com; Donald Mims
Subject: Re: Purchase and Sale Agreement
Attachments: 2pirtle and Montgomery County Commission Contract.doc

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

----- Original Message -----

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Friday, December 14, 2012 10:54 AM
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

----- Original Message -----

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Thursday, December 13, 2012 2:56 PM
Subject: Purchase and Sale Agreement

Attached is Purchase and Sale Agreement for 1.5 acres. Regarding repurchase provision, I believe we need to put a time limitation on same.

If you have any questions concerning this matter, please call.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

Tammy Nix

From: Gallion III, Thomas T. [ttg@hsy.com]
Sent: Friday, December 14, 2012 2:24 PM
To: Donald Mims
Cc: Peacock, Mickie
Subject: RE: Purchase and Sale Agreement

I HAVE REVIEWED THE PURCHASE AND SALE AGREEMENT PREPARED BY KARL BENKWITH . EVERYTHING APPEARS TO BE IN ORDER AND READY TO BE EXECUTED.

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Friday, December 14, 2012 1:58 PM
To: Gallion III, Thomas T.
Cc: Peacock, Mickie
Subject: Purchase and Sale Agreement

Tommy,

The attached email contains a Purchase and Sale Agreement which is on Monday's agenda for approval. Please review and issue your opinion by 3:30 p.m. today. Please note in paragraph 18. SPECIAL PROVISIONS, section B, that the Commission has agreed to allow Mr. Allen Kendrick to reside in the home for a limited time.

Thank you for your assistance.

Donnie

From: Phyllis [mailto:phyllis@bhpclaw.com]
Sent: Friday, December 14, 2012 1:34 PM
To: pirtledvmjd@aol.com; Donald Mims
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

----- Original Message -----

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Friday, December 14, 2012 10:54 AM
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

DEC 17 2012

December 17, 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-2013-56: City of Montgomery, to be used by BONDS for the Cost of a Walking Trail to Join the Two Neighborhoods for the Taylor Lakes/Sagestone Homeowners Association - \$10,000; (Ingram-\$5,000 and Polizos-\$5,000)
- C-2013-46: Youth Leadership Corps, Inc., for Youth Educational Program - \$1,500; (Harris-\$500 and Ingram-\$1,000)
- C-2013-47: House to House Community Development, Inc., for Rehabilitating the Houses of Low-Income Homeowners in Washington Park Community - \$2,000; (Ingram)
- C-2013-48: Life Time Resolutions, LLC, for Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$1,000; (Williams)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Invoices regarding Project Delta Expenditures

During the December 3, 2012 County Commission meeting, the Commission discussed two invoices from the City of Montgomery for the County's portion of Project Delta expenditures. The Commission agreed to place these invoices on the next agenda for consideration of payment.

I am requesting approval of payment of these invoices in the amount of \$17,688.64.

DLM/tn

Attachments

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1217
DATE: 2/22/12

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DELTA PROJECT AGREEMENT REIMBURSEMENT GOODWYN MILLS CAWOOD INVOICE #G110691 @ 40% SEE ATTACHED	4,954.00	4,954.00

TOTAL DUE: \$4,954.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/22/12 DUE DATE: 2/22/12
CUSTOMER NO: 1/1

NAME: MONTGOMERY COUNTY COMMISSION
TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF MONTGOMERY

ATTN: RENE PASLEY

PO BOX 1111

MONTGOMERY

AL 36101-1111

(334) 241-2032

INVOICE NO: 1217

TERMS: NET 0 DAYS

AMOUNT:

\$4,954.00

6-2

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1221
DATE: 3/22/12

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DELTA PROJECT AGREEMENT REIMBURSEMENT SEE ATTACHED	12,734.64	12,734.64

TOTAL DUE: \$12,734.64

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/22/12 DUE DATE: 3/22/12 NAME: MONTGOMERY COUNTY COMMISSION
CUSTOMER NO: 1/1 TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF MONTGOMERY

ATTN: RENE PASLEY

PO BOX 1111

MONTGOMERY

AL 36101-1111

(334) 241-2032

INVOICE NO: 1221

TERMS: NET 0 DAYS

AMOUNT: \$12,734.64

6-3

DEC 17 2012

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Deputy Administrator 

DATE: December 13, 2012

SUBJECT: Project No. BCA#21205, East Montgomery
Probate Office

Request approval of award on the above referenced project, to low bid of CannDauson Construction Company, Inc., in the amount of \$ 546,590.00, be placed on the agenda for the County Commission meeting on December 17, 2012. (copy of spread sheet attached)

This price is the Bid Item #1 in the amount of \$482,795.00; Bid Item #2 – Landlord - in the amount of \$28,545.00; Alternate #1 - \$26,202.00; Alternate #2- \$5,866.00; Alternate #3- \$1,310.00 and Alternate #1 By Landlord - \$1,872.00.

Estimated cost of items that could possibly be reduced from the contract is 1) VE Reductions by 10% - \$54,659.00; 2) Estimated tax savings - \$10,000.00; 3) Amount paid by Landlord - \$30,417.00. Total estimated reduction of items is \$95,076.00 which would bring the final contract amount to \$451,514.00.



Brown Chambless Architects

260 Commerce Street, Suite 200
Montgomery, Alabama 36104-2585
t. 334.834.8340 f. 334.834.8343
www.browncambless.com

December 13, 2012

Montgomery County Commission
101 South Lawrence Street Annex III
Montgomery, AL 36102-1667

Mr. Donnie Mims, Administrator

Re: The Montgomery County Commission
Tenant Improvement to the East Probate & Revenue Office East
Bid Award Recommendation

Dear Mr. Mims,

Pursuant to the construction bid opening on August 21, 2012 we have received and reviewed all requested documents and information from CannDauson Construction Company, Inc. and have determined them to be the lowest bidder and to have met all the stipulated bidding requirements of the contract.

We recommend the commission approve the attached analysis of project costs including alternates as bid and directed, in the sum of \$546,590.00, on December 17th, 2012 in order to meet the Completion Date of April 26th, 2013. We also recommend awarding the contract to the low bidder CannDauson Construction Company, Inc.

Sincerely,

Brown Chambless Architects
Annie Ingram, IIDA

Attachments: Bid Tab
Analysis of Alternates

cc: John Mitchell, Montgomery County
John Chambless, BCA

Bid Analysis - East Montgomery Probate Office

Bid Date: August 21, 2012

Low Bidder: CannDauson Construction Company

Base Bid Overview:

Cost for County vs Landlord:

Item	Description	Amount	County Cost	Landlord Cost
Bid Item 1 (County)	Facility Renovations	\$482,795.00	\$482,795.00	
Bid Item 2 (Landlord)	Fire Protection System (Sprinkler)	\$28,545.00		\$28,545.00

Total Base Bid Amount: \$511,340.00

Accepted Alternates Overview:

Alternates by County	Tenant Improvement by County			
Alt. 1	Cabling for Communications/IT	\$26,202.00		
Alt. 2	Toilet 110, Plumbing, Accessories, Finishes	\$5,866.00		
Alt. 3	Test & Balance Report - 3rd Party	\$1,310.00		
Total Alternate Amount:		\$33,378.00	\$33,378.00	
Alternates by Landlord	Fire Suppression System & Components by Aronov			
Alt. 1	1 Hour Wall Separation	\$1,872.00		
Total Alternate Amount:		\$1,872.00		\$1,872.00
Total Construction Contract Amount:		\$546,590.00	\$516,173.00	\$30,417.00

Additional Estimated Reduction Items:

VE Reductions by 10%	\$54,659.00
Estimated Tax Savings	\$10,000.00
Amount paid by Landlord	\$30,417.00
Total Deductions to Construction Contract	\$95,076.00

Final Cost to County at End of Construction:

Total Construction Contract Amount	\$546,590.00
Subtract Total Deduction to County	\$95,076.00
Final Cost to County	\$451,514.00

**Purchasing Department
Montgomery County Commission**

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6					
PROJECT NO. BCA#21205 - PROBATE EAST				CANNDAUSON CONSTRUCTION 216 ECHILIN BLVD. PRATTVILLE, AL. 36067		CONSTRUCTION ONE 1702 FOREST AVE. MONTGOMERY, AL. 36106		HUTCHENSON CONSTRUCTION 4909 PLAZA DRIVE MONTGOMERY, AL.		NORRIS CONSTRUCTION 4921 PLAZA DRIVE, MONTGOMERY, AL. 36116		PEMBERTON CONSTRUCTION 3075 WETUMPKA HWY., MONTGOMERY, AL. 36110		STALLINGS & SONS - 1140 NEWELL PARKWAY, MONTGOMERY, AL. 36110		10 CONTRACTORS PICKED UP PLANS & SPECS.			
BID OPENED: AUGUST 21, 2012																			
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	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	BASE BID-ITEM 1	EA	1	\$482,795.00	\$482,795.00	\$522,131.00	\$522,131.00	\$504,490.00	\$504,490.00	\$479,879.00	\$479,879.00	\$493,800.00	\$493,800.00	\$494,540.00	\$494,540.00				
	BASE BID ITEM 2	EA	1	\$28,545.00	\$28,545.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$44,000.00	\$44,000.00	\$45,500.00	\$45,500.00				
1	ALTERNATE 1	EA	1	\$26,202.00	\$26,202.00	\$27,720.00	\$27,720.00	\$27,275.00	\$27,275.00	\$27,720.00	\$27,720.00	\$23,000.00	\$23,000.00	\$27,200.00	\$27,200.00				
2	ALTERNATE 2	EA	1	\$5,866.00	\$5,866.00	\$7,174.00	\$7,174.00	\$8,200.00	\$8,200.00	\$8,580.00	\$8,580.00	\$4,500.00	\$4,500.00	\$8,400.00	\$8,400.00				
3	ALTERNATE 3	EA	1	\$1,310.00	\$1,310.00	\$1,386.00	\$1,386.00	\$1,365.00	\$1,365.00	\$1,386.00	\$1,386.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00				
4	ALTERNATE 4	EA	1																
	ALTERNATE - BID 2																		
1	ALT. 1 - LANDLORD	EA	1	\$1,872.00	\$1,872.00	\$2,020.00	\$2,020.00	\$1,950.00	\$1,950.00	\$1,980.00	\$1,980.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00				
2	ALT 2	EA	1																
3	ALT 3	EA	1																

Notes: 4-6

**Purchasing Department
Montgomery County Commission**

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6	
PROJECT NO. BCA#21205 - PROBATE EAST				CANNDAUSON CONSTRUCTION 216 ECHILIN BLVD. PRATTVILLE, AL. 36067		CONSTRUCTION ONE 1702 FOREST AVE. MONTGOMERY, AL. 36106		HUTCHENSON CONSTRUCTION 4909 PLAZA DRIVE MONTGOMERY, AL.		NORRIS CONSTRUCTION 4921 PLAZA DRIVE, MONTGOMERY, AL. 36116		PEMBERTON CONSTRUCTION 3075 WETUMPKA HWY., MONTGOMERY, AL. 36110		STALLINGS & SONS - 1140 NEWELL PARKWAY, MONTGOMERY, AL. 36110	
BID OPENED: AUGUST 21, 2012															
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	UNIT PRICE	EXTENDED AMOUNT
	BASE BID-ITEM 1	EA	1	\$482,795.00	\$482,795.00	\$522,131.00	\$522,131.00	\$504,490.00	\$504,490.00	\$479,879.00	\$479,879.00	\$493,800.00	\$493,800.00	\$494,540.00	\$494,540.00
	BASE BID ITEM 2	EA	1	\$28,545.00	\$28,545.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$45,815.00	\$44,000.00	\$44,000.00	\$45,500.00	\$45,500.00
1	ALTERNATE 1	EA	1	\$26,202.00	\$26,202.00	\$27,720.00	\$27,720.00	\$27,275.00	\$27,275.00	\$27,720.00	\$27,720.00	\$23,000.00	\$23,000.00	\$27,200.00	\$27,200.00
2	ALTERNATE 2	EA	1	\$5,866.00	\$5,866.00	\$7,174.00	\$7,174.00	\$8,200.00	\$8,200.00	\$8,580.00	\$8,580.00	\$4,500.00	\$4,500.00	\$8,400.00	\$8,400.00
3	ALTERNATE 3	EA	1	\$1,310.00	\$1,310.00	\$1,386.00	\$1,386.00	\$1,365.00	\$1,365.00	\$1,386.00	\$1,386.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00
4	ALTERNATE 4	EA	1	\$852.00	\$852.00	\$7,535.00	\$7,535.00	\$1,550.00	\$1,550.00	\$8,355.00	\$8,355.00	\$8,000.00	\$8,000.00	\$900.00	\$900.00
	ALTERNATE - BID 2														
1	ALT. 1 - LANDLORD	EA	1	\$1,872.00	\$1,872.00	\$2,020.00	\$2,020.00	\$1,950.00	\$1,950.00	\$1,980.00	\$1,980.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
2	ALT 2	EA	1	\$11,677.00	\$11,677.00	\$11,143.00	\$11,143.00	\$10,964.00	\$10,964.00	\$11,143.00	\$11,143.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
3	ALT 3	EA	1	\$7,440.00	\$7,440.00	\$9,735.00	\$9,735.00	\$7,566.00	\$7,566.00	\$7,689.00	\$7,689.00	\$8,000.00	\$8,000.00	\$9,400.00	\$9,400.00
TOTAL BID AMOUNTS					\$566,559.00		\$634,659.00		\$609,175.00		\$592,547.00		\$591,800.00		\$601,290.00

Notes:

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TABULATION OF BIDS
BROWN CHAMBLESS ARCHITECTS

Page 1 of 2

PROJECT: Tenant Improvements to the Montgomery County Commission - Probate and Revenue Office East
Campus of Alabama State University, Montgomery, Alabama

PROJECT NUMBER: BCA# 21205

BID SUBMISSION AT: 2:00 p.m. CST August 21, 2012
County Commission Conference Room
101 S. Lawrence St. Annex III Montgomery, Alabama

PRE-QUALIFIED GENERAL CONTRACTORS	G.C. LICENSE (ON ENVELOPE)	BID GUARANTEE	ADDENDUM ONE OR FIVE ACKNOWLEDGEMENT	PROPOSAL FORM	ATTACHMENT A UNIT PRICE SCHEDULE	ATTACHMENT B SUB-CONTRACTORS LIST	BID ITEM 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	TOTAL BASE BID INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	ENVELOPE NOTES
CannDauson Construction Company, Inc. 216 Echlin Blvd Prattville AL 36067-4900	✓	✓	✓	✓	✓	✓	482,795.	28,545.	511,340.	
Construction One 1702 Forest Avenue, Montgomery, AL 36106	✓	✓	✓	✓	✓	✓	522,131.	45,815.	567,946	
CW Smith Decorating 2104 Mount Meigs Road, Montgomery AL 36107										
Hutchenson Construction 4909 Plaza Drive, Montgomery AL 36116	✓	✓	✓	✓	✓	✓	504,490.	45,815.	550,305.	
Ingram Construction 1775 Takalero Trail, Montgomery AL 36117										
Larry Grant Construction 716 Davis St W. Eba. AL 36323-1921										
Norris Construction Inc. 4921 Plaza Drive, Montgomery AL 36116	✓	✓	✓	✓	✓	✓	479,879.	45,815.	525,694	
Pemberton Construction Inc. 3075 Wetumpka Highway, Montgomery AL 36110	✓	✓	✓	✓	✓	✓	493,800.	44,000.	537,800.	
Shaddai LLC 80 Muls Creek Pike Road AL 36064										
Stallings and Sons 1140 Newell Parkway, Montgomery, AL 36110	✓	✓	✓	✓	✓	✓	494,540.	45,500.	540,040.	

TABULATION OF BIDS (Continuation Page)
BROWN CHAMBLESS ARCHITECTS

PROJECT Tenant Improvements to the Montgomery County Commission - Probate and Revenue Office East
Campus of Alabama State University Montgomery, Alabama

PROJECT NUMBER BC44 21205

BID SUBMISSION 2:00 p.m. CS1 August 21, 2012
AT County Commission Conference Room
101 S. Lawrence St., Area 3 III Montgomery, Alabama

PRE-QUALIFIED GENERAL CONTRACTORS	BID ITEM 1 ALTERNATE 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 3 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 4 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 3 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS
CamDauson Construction Company, Inc. 216 Echen Blvd Prattville AL 36067-4900	26,202.	5,866.	1,310.	852.	1,872.	11,677.	7,440.
Construction One 1702 Forest Avenue Montgomery AL 36106	27,720.	7,174.	1,386.	7,535.	2,020.	11,143.	9,735.
CW Smith Decorating 2104 Mount Meigs Road Montgomery AL 36107							
Hutchenson Construction 4909 Plaza Drive Montgomery AL 36116	27,275.	8,200.	1,365.	1,550.	1,950.	10,964.	7,566.
Ingram Construction 1775 Tablerno Trail Montgomery AL 36117							
Larry Grant Construction 716 Davis St W. Eba AL 36323-1921							
Norris Construction Inc. 4821 Plaza Drive Montgomery AL 36116	27,720.	8,580.	1,386.	8,355.	1,980.	11,143.	7,689.
Pemberton Construction Inc. 3075 Wetumpka Highway Montgomery AL 36110	23,000.	4,500.	2,500.	8,000.	3,000.	5,000.	8,000.
Shaddal LLC 80 Mules Creek Pike Road AL 36064							
Stallings and Sons 1140 Newell Parkway Montgomery AL 36110	27,200.	8,400.	2,700.	900.	1,650.	11,000.	9,400.

Owner Representative
Montgomery County Commission

Architect's Representative
Brown Chambliss Architects

**TENANT IMPROVEMENTS FOR THE MONTGOMERY PROBATE AND REVENUE OFFICE EAST
MONTGOMERY, ALABAMA**

3.1 SCHEDULE OF ALTERNATES

- A. Additive Alternate No. 1 to Bid Item No. 1 Data Cabling -- See Spec Section 16100 and Sheet E2.3
- B. Additive Alternate No. 2 to Bid Item No. 1 -- Unisex Toilet 110 -- See Spec Section A0110 & P111
- C. Additive Alternate No. 3 to Bid Item No. 1 -- Mechanical Test and Balance Report by a third party -- See Spec Section 15110
- D. *Additive Alternate No. 4 to Bid Item No. 1 -- Card Readers at Doors 101d, 101a & 201 -- See Spec Section 087100 and Sheet A0710.*
- E. Additive Alternate No. 1 to Bid Item No.2 -- 1 Hour Separation Between Tenants -- See Sheet A0110 and Spec Section 072700
- F. Additive Alternate No. 2 to Bid Item No.2 --Fire Suppression, Emergency Lighting, Power and Heating for back of house area -- See Sheet M0111, E2.1 & E2.2 and Spec Sections for ME.
- G. F. Additive Alternate No. 3 to Bid Item No.2 -- Replacement of Rooftop HVAC unit over Revenue side -- See Sheet M0110, & M0111; See Spec Division 15

END OF SECTION 012300

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

DEC 17 2012

December 7, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



SUBJECT: Final Payment

PH&J has submitted a request for final payment for Summit Waterproofing, Inc. in the amount of \$1,618.00. Summit Waterproofing, Inc. has completed and met all the requirements of the bid to reseal the exterior of Annex I.

This item was discussed during the Working Session on December 03, 2012. I was advised that this item be placed on the agenda for approval at the Montgomery County Commission Meeting on December 17, 2012.

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

JAM/tm

CONTRACTOR'S SUMMARY

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: **Montgomery County Commission**
P.O. Box 1667
Montgomery, Alabama 36102-1667

PH&J Project: Exterior Weatherization for Montgomery Co.
Courtthouse-Annex I
Project: 0818-GVF

Attn: Mr. John Mitchell

Contractor: Summit Waterproofing, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
11/11/11	Original Contract			149,000.00
08/02/12	Change Order #1	Deduct for materials/sales tax, add porch area	(28,144.18)	120,855.82

Tabulation of Certified Payments

Pay Contractor > Summit Waterproofing, Inc.

1,618.00

[illegible]

PH&J architects, inc.

Distribution: 3 copies to owner

By:

Chevette Cuiver

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 5
DATE: 10/29/2012
B.C. No. _____

TO OWNER: MONTGOMERY COUNTY COMMISSION P O B O X 1 6 6 7 MONTGOMERY, AL 36102-1667	PROJECT: EXTERIOR WEATHERIZATION FOR MONTGOMERY CO COURTHOUSE ANNEX 1
FROM CONTRACTOR: SUMMIT WATERPROOFING INC. PO BOX 1948 PELHAM ALABAMA 35124	TO ARCHITECT: PH & J ARCHITECTS 807 SOUTH MCDOUGH STREET MONTGOMERY ALABAMA 36104-5080
FEIN <u>3 2 0 0 6 2 2 5 5</u>	

TOTAL ORIGINAL CONTRACT	\$	149,000.00
CHANGE ORDER(S) Numbers _____ through _____	\$	28,144.18
TOTAL CONTRACT TO DATE	\$	120,855.82

1. Brought Forward: TOTAL CONTRACT TO DATE.....	\$	120,855.82
AMOUNT COMPLETE..... 0 %		0.00
2. Stored Materials per the attached inventory of Stored Materials.....	\$	0.00
3. Total Completed Work and Stored Materials.....	\$	120,855.82
4. Less Retainage.....	\$	7,450.00
5. Total Completed Work and Stored Materials, less Retainage.....	\$	113,405.82
6. Less credits to Owner for the "Totals To Date" amounts in the referenced Columns of attached MATERIALS INVOICE SUMMARY NO. _____:	\$	0.00
a. Owner's portion of Cash Discounts: Column No. 4 (\$ _____) X 50%.....	\$	
b. Owner's Payments for Materials: Column No. 5.....	\$	
c. Sales & Use Tax Savings: Column No. 6.....	\$	0.00
7. Total Due.....	\$	120,855.82
8. Less Total Previous Payments to Contractor.....	\$	119,237.82
9. Balance Due This Estimate.....	\$	1,618.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Don Meyer Date 10/30/12
President
(Title)

Sworn and subscribed before me this 30 day of Oct 2012

Walt L. L.S. exp 1.25.14
Notary Public

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

PH&J Architects, Inc.

By B. J. Addison (Architect)
Date 11-27-12

REVIEW AND APPROVALS

Approved by _____ (Owner) _____ Signature _____ Date _____

The Owner certifies that funds are available in the amount required for this invoice.

CONTINUATION SHEET

ATTACHMENT TO CERTIFICATE FOR PAYMENT ABC FORM C-10

APPLICATION NO: 5

PERIOD ENDING DATE:

10/29/2012

PH&J PROJECT #

A	B	C	D	E	F	G	H		
ITEM NO.	DESCRIPTION OF WORK	BREAKDOWN	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD E	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/ C)	BALANCE TO FINISH (C-G)
1	mobilization bonds & insurance	LABOR	\$ 8,000.00	\$ 8,000.00	\$ -		\$ 8,000.00	100%	\$ -
		MATERIALS	\$ -				\$ -	#DIV/0!	\$ -
2	caulk remove and replace	LABOR	\$ 95,000.00	\$ 95,000.00	\$ -		\$ 95,000.00	100%	\$ -
		MATERIALS	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100%	\$ -
3	wash and seal brick	LABOR	\$ 2,500.00		\$ 2,500.00		\$ 2,500.00	100%	\$ -
		MATERIALS	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	100%	\$ -
4	wash and seal precast	LABOR	\$ 2,500.00	\$ 500.00	\$ 2,000.00		\$ 2,500.00	100%	\$ -
		MATERIALS	\$ 2,800.00		\$ 2,800.00		\$ 2,800.00	100%	\$ -
5	wash coat patch handrail walls	LABOR	\$ 3,000.00	\$ 3,000.00	\$ -		\$ 3,000.00	100%	\$ -
		MATERIALS	\$ 3,800.00		\$ 3,800.00		\$ 3,800.00	100%	\$ -
6	replace one piece of precast	LABOR	\$ 800.00	\$ 800.00	\$ -		\$ 800.00	100%	\$ -
		MATERIALS	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100%	\$ -
7	install flashing	LABOR	\$ 300.00		\$ 300.00		\$ 300.00	100%	\$ -
		MATERIALS	\$ 600.00		\$ 600.00		\$ 600.00	100%	\$ -
8	wash clean granite	LABOR	\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -
		MATERIALS	\$ 400.00	\$ 400.00	\$ -		\$ 400.00	100%	\$ -
9	remove replace stucco & secure panels	LABOR	\$ 800.00		\$ 800.00		\$ 800.00	100%	\$ -
		MATERIALS	\$ 3,000.00		\$ 3,000.00		\$ 3,000.00	100%	\$ -
10	wash coat EIFS & soffits	LABOR	\$ 2,000.00	\$ 2,000.00	\$ -		\$ 2,000.00	100%	\$ -
		MATERIALS	\$ 1,000.00	\$ 1,000.00	\$ -		\$ 1,000.00	100%	\$ -
11	epoxy steps	LABOR	\$ 600.00	\$ 600.00	\$ -		\$ 600.00	100%	\$ -
		MATERIALS	\$ 400.00	\$ 400.00	\$ -		\$ 400.00	100%	\$ -
GRAND TOTALS			\$ 149,000.00	\$ 132,200.00	\$ 16,800.00	\$ -	\$ 149,000.00	100%	\$ -

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	12/13/2012
DATE:	12/13/2012	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
Montgomery Area Chamber of Commerce	001-59320.483	323,500	50,000	373,500
Fund Balance	001.35900		-50,000	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		323,500	0	373,500

JUSTIFICATION:

To provide funding for maintaining Garrett Coliseum for event and tourism development in Montgomery County.

GARRETT COLISEUM REDEVELOPMENT CORP.

P.O. BOX 3254
MONTGOMERY, AL 36109-0254

INVOICE

Invoice Number: 154
Invoice Date: Oct 29, 2012
Page: 1

Voice: 334-272-6831
Fax: 334-272-6835

Bill To:
MONTGOMERY COUNTY COMMISSION ATTENTION CHAIRMAN DEAN P.O. BOX 1667 MONTGOMERY, AL 36102-1667

Ship to:
MONTGOMERY COUNTY COMMISSION ATTENTION CHAIRMAN DEAN P.O. BOX 1667 MONTGOMERY, AL 36102-1667

Customer ID	Customer PO	Payment Terms	
MONTGOMERY COUNTY			
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		11/1/12

Quantity	Item	Description	Unit Price	Amount
		FY 2013 APPROPRIATION GARRETT COLISEUM		50,000.00
Subtotal				50,000.00
Sales Tax				
Total Invoice Amount				50,000.00
Payment/Credit Applied				
TOTAL				50,000.00

Check/Credit Memo No:

DEC 17 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 12/13/2012
DATE: 12/13/2012 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-BONDS	001-56701.464	7,750	5,000	12,750
Fund Balance	001.35900		-5,000	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		7,750	0	12,750

JUSTIFICATION:

To provide funding to the City of Montgomery BONDS towards the cost of a walking trail to join the two neighborhoods for the Taylor Lakes/Sagestone Homeowners Association.

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

DEC 17 2012

December 3, 2012

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer


12/3/12

SUBJECT: Position Fill For Road Maintenance Supervisor

As discussed at the December 3, 2012, Information Session, it is requested that the Engineering Department be permitted to fill a vacant Road Maintenance Supervisor position at our District III Maintenance Facility in Ramer. This is a key supervisor position responsible for planning, scheduling, and supervising the day to day work assignments of an 18 person general road maintenance crew that is essential for properly maintaining approximately 242 miles of county roads located in the southern portion of Montgomery County. It is critical this position be filled as soon as possible to ensure adequate supervision is provided for this general road maintenance crew. This position fill will be a promotion from within existing personnel and will not involve any new hires.

Please recall that the Commission agreed to place this request on the December 17, 2012, agenda for approval. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

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

1. 12/3/2012 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Road Maintenance Supervisor (0564)

POSITION NUMBER 630564003, Replacing Timothy N. Dicks

PROPOSED EFFECTIVE DATE January 7, 2013

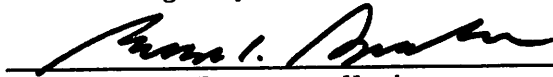
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A07) (\$38,734. - \$55,138) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions


Department Head

DATE December 3, 2012

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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.mcc-ala.org

Agenda

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the December 3, 2012 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer/Corrections Officer Trainee – Position Number 007
- (2) Corrections Officer/Corrections Officer Trainee – Position Number 118
- (3) Corrections Officer/Corrections Officer Trainee – Position Number 184

I am requesting approval of these items.

DLM/tn

Attachments

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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 Corrections Officer / Corrections Officer Trainee

Position Number 007

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall Date November 20, 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 _____

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 118

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall Date November 20, 2012
Department Head RA

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 184

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall Date November 20, 2012
Department Head AA

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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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



ESTABLISHED 1816

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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 078 on the next agenda for the Sheriff's Office.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number 078

Proposed Effective Date November 26, 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 November 16, 2012

Department Head DN

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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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www.mc-ala.org

Agenda

DEC 17 2012

December 7, 2012

MEMORANDUM

TO: Montgomery County Commission

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

RE: Position Fill Request for the Mail/Supply Room

Pat Silas, Purchasing Manager, Purchasing Department, has submitted a Position Fill request for a Mail Room & Stores Clerk. This vacancy will become available with the retiring of Jessie Dickerson and failure to fill this position would be critical to the delivering operations of the county departments.

This item was discussed during the Working Session of the December 03, 2012 meeting. I was advised that this item be placed on the agenda for approval at the Montgomery County Commission Meeting on December 17, 2012.

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

JAM/tm

MEMORANDUM

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

FROM: Pat Silas, Purchasing Manager *ps*

DATE: November 28, 2012

SUBJECT: Position Fill Request for the
Mail/Supply Room

Request approval from Montgomery County Commission to fill the position of Mail Room and Stores Clerk in the Mail/Supply Room, which is a result of one of the personnel retiring effective January 1, 2013.

Due to the volume of mail coming in and going out of the Mail Room and delivery trucks coming to the Supply Room making deliveries and departments coming to pick-up supplies, it would be hard for one person to handle both areas. Also, with only one person, if they were to be out on sick or annual leave there would be no one to cover for them.

This position is covered in the 2013 budget.

Your help with this matter is appreciated.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services - Purchasing

DEPARTMENT HEAD: Pat Silas

SUPERVISOR: Pat Silas

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

1. Position Title Mail Room and Stores Clerk

Position Number 260775003

Proposed Effective Date January 7, 2013

Type of Appointment (x) Permanent () Temporary

Recruiting

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

Pay Grade A03-1

Pat Silas
Department Head

Date Nov. 30, 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 _____
() Payroll entered by _____

Date _____
Date _____

**Montgomery County
Youth Facility**

Agenda

DEC 17 2012

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: November 19, 2012
Re: Juvenile Detention Officer Position Fill Request

I am requesting that the Position Fill Request for Juvenile Detention Officer Position Number 900300063 be placed on the working agenda for the December 3rd County Commission Meeting. This will fill the position vacated by Phillip Gray Jenkins' retirement.

Thank you for your consideration.

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

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 Detention Officer (to replace Phillip Gray Jenkins)

POSITION NUMBER: 900300063

ORIGINAL

PROPOSED EFFECTIVE DATE: 12/10/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 - S1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

11/19/2012
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 _____
() Payroll entered by _____

Date _____
Date _____

**Montgomery County
Youth Facility**

Agenda

DEC 17 2012

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: November 27, 2012
Re: Juvenile Probation Supervisor Position Fill Request

I am requesting that the Position Fill Request for Juvenile Probation Supervisor Position Number 900308075 be placed on the working agenda for the December 3rd County Commission Meeting. This will fill the position vacated by Ron McKitt's 3/1/12 retirement.

Thank you for your consideration.

POSITION FILL REQUEST

ORIGINAL

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Bruce R. Howell, Court Administrator

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 Supervisor (to replace Ron McKitt who retired 3-1-12)

POSITION NUMBER: 900308075

PROPOSED EFFECTIVE DATE: 12/10/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A10 -S\ (\$53,523/\$2,058.58/\$25.7323)

Bruce R. Howell
Department Head

11/27/2012
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 _____
() Payroll entered by _____

Date _____
Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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TDD (334) 265-3568
www.mc-ala.org

Agenda

DEC 17 2012

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of Chief Information and Technology Officer

During the December 3, 2012 County Commission meeting, the Commission discussed the Performance Evaluation of Chief Information and Technology Officer Lou Ialacci and annual merit increase from Pay Grade A16, Step 2 to Pay Grade A16, Step 3, effective September 26, 2012. The Commission agreed to place this item on the next agenda.

I am requesting approval of this Performance Evaluation and annual merit increase.

DLM/tn

Attachments

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 7

Date: December 12, 2012
To: Donald L. Mims, Administrator
From: John A. Mitchell, Sr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 30, 2013 Return Date: February 1, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2013 Winter Conference

Traveler (s) Name: 1. John A. Mitchell, Sr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$748.96 Advance Registration Required: \$195.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$195.00; Mileage - \$126.56; Meals - \$225.00; Lodging -\$202.40

To: John A. Mitchell, Sr.

From: Donald L. Mims, Administrator

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the
approximate amount of \$748.96 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$6,767.95</u>	
Budget Available:	<u>\$15,732.05</u>	
Current Requests:	<u>\$748.96</u>	
Budget Balance:	<u>\$14,983.09</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/12/2012

cc: Finance Director / Buyer

18-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 3

Date: December 6, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 30, 2013 Return Date: February 1, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2013 Winter Conference

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: \$748.96 Advance Registration Required: \$195.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$195.00; Mileage - \$126.56; Meals - \$225.00; Lodging - \$202.40

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

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the
approximate amount of \$748.96 and advance registration of \$195.00 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>\$2,732.84</u>	
Budget Available:	<u>\$12,267.16</u>	
Current Requests:	<u>\$748.96</u>	
Budget Balance:	<u>\$11,518.20</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 12/12/2012

cc: Finance Director / Buyer

18-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 2

Date: December 14, 2012
To: Donald L. Mims, Administrator
From: James Williams
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: January 13, 2013 Return Date: January 16, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Alabama Recreation and Parks Association

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: \$894.78 Advance Registration Required: \$195.00

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

Additional Comments: Advance Registration - \$195.00; Lodging - \$372.78; Meals - \$300.00;
Parking - \$27.00

To: James Williams
From: Donald L. Mims, Administrator

The above request is app. 12/19/12 reimbursement of actual and necessary expenses in the
approximate amount of \$894.78 and advance registration of \$195.00 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>\$397.01</u>	
Budget Available:	<u>\$1,102.99</u>	
Current Requests:	<u>\$894.78</u>	
Budget Balance:	<u>\$208.21</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/14/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

DEC 17 2012

Date: December 10, 2012

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: January 16, 2012

Return Date: January 17, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Alabama Licensing Officials Conference

Traveler (s) Name: 1. Kim Brown/Virginia Davis

4. Rayrita Patterson

2. Cathy Mobley/Gina Hicks

5. Mildred Potts/Adrian Harris

3. Keisha Wright

6. Anita Holley

Check Mode of Transportation: County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$785.00

Advance Registration Required: \$675.00

Department Name: Probate

Fund Name: 783-51350-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the approximate amount of \$785.00 and advance registration of \$675.00 is authorized.

To be completed by the Finance Department

Fund Code: 783-51350.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,000.00

Approved Requests: \$0.00

Budget Available: \$3,000.00

Current Requests: \$785.00

Budget Balance: \$2,215.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/10/2012

cc: Finance Director / Buyer

18-4