

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

SEPTEMBER 3, 2013

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
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell
Montgomery Area Chamber of Commerce Chief of Staff Anna Buckalew and Vice
President of Convention & Visitor Bureau Dawn Hathcock
Chief Probate Clerk William Flowers
Finance Director Sherrill Thomas
Risk Manager Scott Kramer

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Vice Chairman Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of August 19, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Presentation of Proposed 2013-2014 Operating Budget for Review and Comments**
2. **Consider Grant Agreement with ADECA Regarding Weatherization Assistance Program, Grant Number LIWAP-028-13, County Commission**
3. **Consider Declining Acceptance of Grant Award for the 2012 Recreational Trails Program Grant for the new Cantelou Park, Parks and Recreation**
4. **Consider Award of Request for Proposal Regarding GIS CAMA Integration System, RFP No. 51985-13P-016, Appraisal Department**
5. **Consider Bid Award Regarding Road Extension for the DAS North America, Inc., Project, County Commission**
6. **Consider Blue Cross Blue Shield Health, COBRA, Dental and Workers Compensation Insurance Renewal, Risk Management**
7. **Consider Excess Health Insurance with HCC Life Insurance, Secured through Catastrophic Medical Excess, Risk Management**
8. **Consider Life Insurance and Accidental Death and Dismemberment Policy Renewal for County Employees with Hartford, Secured through Harmon Dennis Bradshaw, Inc., Risk Management**
9. **Consider Renewal of Contract with Montgomery Armored Car Service, Inc., Tax and Audit Department**
10. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
11. **Consider Award of Request for Proposal Regarding a Prosecutor Computer-Based Case Management System, RFP No. 51261-13P-020, District Attorney's Office**
12. **Consider Final Payment to Schneider Electric Building Americas, Inc., Regarding Energy Contract Project PC10P0030, County Commission**
13. **Consider Reallocation from Clerk Typist II to Customer Service Clerk, Position Number 800016001 and Related Position Fill Request, Revenue Commissioner's Office**

14. Consider Position Fill Requests for a Clerk III, Position Number 800003014 and Two Customer Service Clerks, Position Numbers 800016015 and 800016019, Revenue Commissioner's Office
15. Consider Travel/Training Requests (11)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Special Call Meeting of the Montgomery County Emergency
Management Communications District Board

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 2, 2013

County Holiday (Labor Day)

SEPTEMBER 3, 2013

Regular County Commission Meeting

8:00 a.m. - Information Session

9:30 a.m. - Formal Session

After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

SEPTEMBER 16, 2013

Regular County Commission Meeting

8:00 a.m. - Information Session

9:30 a.m. - Formal Session

After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 7, 2013

Regular County Commission Meeting

8:00 a.m. - Information Session

9:30 a.m. - Formal Session

After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 14, 2013

County Holiday (Columbus Day)

OCTOBER 21, 2013

Regular County Commission Meeting

8:00 a.m. - Information Session

9:30 a.m. - Formal Session

After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 4, 2013

Regular County Commission Meeting

8:00 a.m. - Information Session

9:30 a.m. - Formal Session

After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 11, 2013

County Holiday (Veteran's Day)

NOVEMBER 18, 2013

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 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Painter 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 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 20 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Payroll Clerk – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
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 3 Customer Service Clerks – 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 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 2 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part Time) – Youth Facility

September 3, 2013

Agenda

SEP - 3 2013

09-03-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-16-13

Check Number	To	Check Number
237224		237282
Total Checks Paid		\$400,172.69

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

09-03-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-16-13

Check Number	To	Check Number
237283		237332
Total Checks Paid		\$186,939.03

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

09-03-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-23-13

Check Number	To	Check Number
237333		237421
Total Checks Paid		\$1,048,835.59

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 08-23-13

Check Number	To	Check Number
237422		237541
Total Checks Paid		\$1,626,450.99

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

09-03-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-30-13

Check Number	To	Check Number
237542		237608
Total Checks Paid		\$170,104.70

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

09-03-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 08-30-13

Check Number	To	Check Number
237609		237714
Total Checks Paid		\$222,456.60

**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
08/23/13**

Payroll Check Number	117236	To	Payroll Check Number	117336	\$ 73,673.70
Direct Deposits					\$ 756,050.87
Payroll Check Number	117337	To	Payroll Check Number	117364	\$ 242,271.14
Direct Deposits					\$ 316,895.99
Federal Deposits					\$ 304,967.87
Total Payroll Paid					\$ 1,693,859.57

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

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2013 to September 30, 2014**

Presented September 3, 2013

**Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Reed Ingram, Member
Dimitri Polizos, Member
Jiles Williams, Jr., Member**

**Compiled by
Donald L. Mims, CPA, MPA, Administrator
Sherrill R. Thomas, CPA, Finance Director**

ANNUAL BUDGET 2013-2014

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 68,006,848	\$ 68,006,848
Emergency Fund	30,000	30,000
Workers' Compensation Fund	340,000	340,000
Health Trust Fund	9,582,000	9,482,000
R.E. Life Ins. Fund	66,000	66,000
Liability Fund	425,000	425,000
Gasoline Tax Fund	9,069,352	9,069,352
Public Buildings/Roads/Bridges Fund	6,268,000	7,559,597
Public Highways & Traffic Fund	416,000	500,000
Capital Improvement	608,000	885,000
RRR Gasoline Tax Fund	1,908,000	2,670,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	2,951,661	2,951,661
Merit System Fund	1,223,568	1,223,568
Community Corrections	824,009	824,009
Grant Fund	740,431	740,431
G.O. Warrants - 2007 Fund	3,612,146	3,612,146
G.O. Warrants - 2010 Fund	1,249,525	1,249,525
Less: Fund transfer elimination	(13,889,557)	(13,889,557)
TOTAL	\$ 93,942,317	\$ 96,256,914

ADD: BUDGETARY FUND BALANCE

Public Buildings/Roads/Bridges Fund	1,291,597
Public Highway & Traffic Fund	84,000
Capital Improvement Fund	277,000
RRR Gasoline Tax Fund	762,000
Health Insurance Trust	(100,000)
TOTAL BUDGETARY FUND BALANCE	2,314,597

PROPOSED BUDGET	\$ 96,256,914	\$ 96,256,914
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Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds

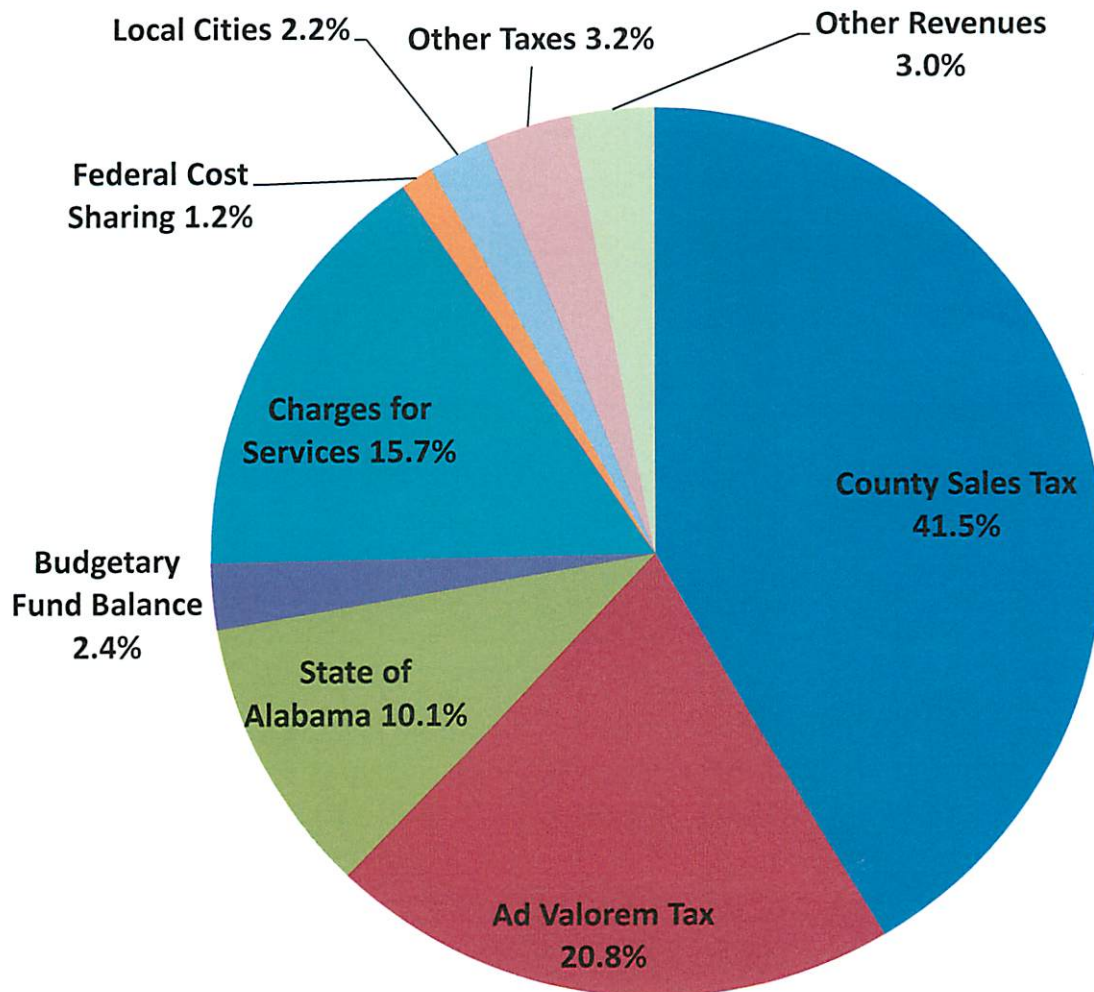
**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Employees' Withholding Tax Fund
Supernumerary Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

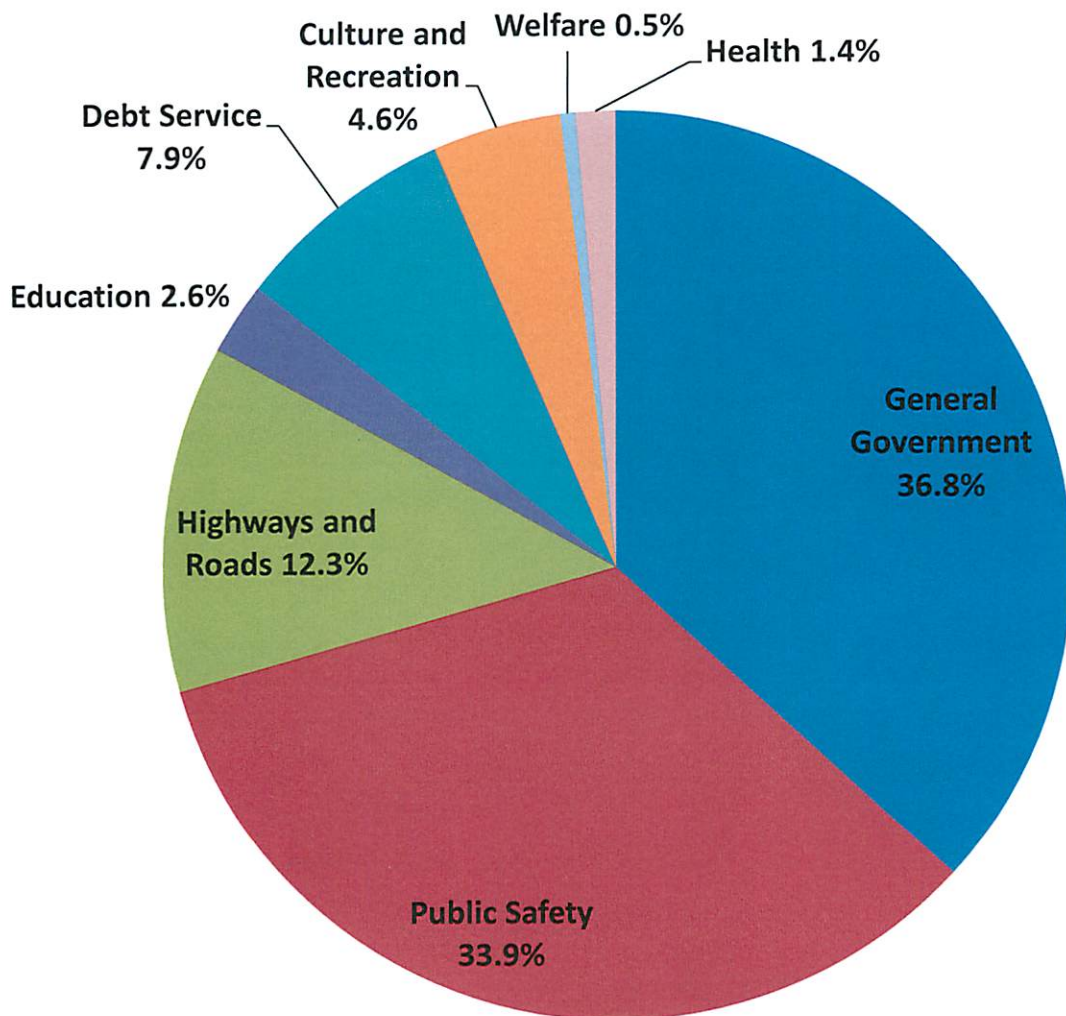
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2013-2014

Type	Percentage	Total
County Sales Tax	41.5%	\$ 39,900,000
Ad Valorem Tax	20.8%	19,976,052
State of Alabama	10.1%	9,744,175
Budgetary Fund Balance	2.4%	2,314,597
Charges for Services	15.7%	15,077,200
Federal Cost Sharing	1.2%	1,140,900
Local Cities	2.2%	2,116,221
Other Taxes	3.2%	3,093,500
Other Revenues	3.0%	2,894,269
Miscellaneous		1,549,847
Interest		93,000
Licenses and Permits		537,540
Board of Education		678,882
Fines and Forfeitures		35,000
	100.00%	\$ 96,256,914



**Montgomery County Commission
Appropriations
2013-2014**

Type	Percentage	Total
General Government	36.8%	\$ 35,388,558
Public Safety	33.9%	32,595,611
Highways and Roads	12.3%	11,880,686
Education	2.6%	2,473,889
Debt Service	7.9%	7,614,622
Culture and Recreation	4.6%	4,405,847
Welfare	0.5%	524,469
Health	1.4%	1,373,232
	<u>100.00%</u>	<u>\$ 96,256,914</u>



MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 12,800,000
County Sales Tax	39,900,000
Salaries for Revenue Commissioner	247,170
County Beer Tax	185,000
County Wine Tax	3,500
Lodging Tax	2,130,000
Other Tax	775,000
TOTAL TAXES	<u>56,040,670</u>

LICENSE & PERMITS

467,540

INTERGOVERNMENTAL

State Shared Revenue	1,605,890
State Cost Sharing Revenue	1,913,078
Federal Cost Sharing	1,125,900
City Cost Sharing	143,468
TOTAL INTERGOVERNMENTAL	<u>4,788,336</u>

CHARGES FOR SERVICES

Court Fees	469,500
Fees & Commissions - Public Officials	3,901,500
Other Fees & Charges	81,600
TOTAL CHARGES FOR SERVICES	<u>4,452,600</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	13,000
Sales & Rentals	718,741
Other	664,706
TOTAL MISCELLANEOUS	<u>1,396,447</u>

TRANSFERS IN FROM OTHER FUNDS

826,255

TOTAL ESTIMATED REVENUES

\$ 68,006,848

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 812,453
Risk Management	190,490
Public Affairs	94,786
Finance Department	487,828
Judges	414,899
Domestic Relations Court	3,000
Circuit Clerk	24,260
District Clerk	2,000
District Attorney	2,644,942
Pre-Trial/District Attorney	699,151
Court Reporters	167,058
Court Administrators	800
Probate Judge's Office	3,470,155
Revenue Commissioner	1,211,563
Tax and Audit Division	713,919
Support Services	3,090,663
Building Permits	37,296
Election Operating	183,703
Election Administration	425,000
Board of Registrars	272,270
Tax Equalization Board	5,824
Veterans Service Office	1,100
Forestry Commission	12,150
Central Alabama Opportunities Industrialization Center, Inc.	8,750
Industrial Park Utilities/Maintenance	43,000
Industrial Development	21,500
Information Systems	2,020,976
Contingent	25,000
Unemployment Compensation	24,000
TOTAL GENERAL GOVERNMENT	\$ 17,108,536

PUBLIC SAFETY

Sheriff's Office	\$ 12,281,241
Montgomery County Detention Facility	14,928,418
Montgomery City-County Emergency Management Agency	109,829
Coroner's Office	117,280
Youth Facility Net of City Funding	2,602,626
Youth Facility - DYS Subsidy	375,232
Youth Facility - DYS Boot Camp	522,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 31,131,626

SANITATION- Transfer Station & Storm Water Permit	\$ 138,262
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$	461,667
Montgomery Area Mental Health Authority		130,000
Family Sunshine Center		31,626
VOCAL		5,000
Animal Shelter		437,500
Chemical Addictions Program, Inc.		37,500
Lighthouse Counseling Center, Inc.		19,152
Council on Substance Abuse - NCADD		11,657
Mosquito Control		52,618
Sickle Cell Foundation		15,750
Community Care Network		17,500
Red Cross		15,000
TOTAL HEALTH	\$	1,234,970

WELFARE

Transfer of Insane	\$	7,101
Restor		5,000
Child Protect		3,750
Brantwood Children's Home		12,500
Montgomery Community Action Agency		32,500
Central Alabama Aging Consortium		15,000
Montgomery Area Council on Aging		32,500
Montgomery Area Food Bank		3,750
Pauper Burial		3,600
Joint Public Charity Hospital Board		85,000
Indigent Hospitalization Program		160,563
School to Work		35,000
Central Alabama Community Foundation (BONDS)		7,750
Department of Human Resources		20,000
TOTAL WELFARE	\$	424,014

CULTURE & RECREATION

City - County Library	\$	2,147,162
Pike Road Library net of Town of Pike Road funding		84,719
Montgomery Museum of Fine Arts		1,600,000
Montgomery County Recreation Board		434,279
Boys & Girls Clubs		12,500
Boys & Girls Club - South Central Alabama		12,500
The United Community Improvement		4,687
Unified YMCA		30,000
ECHO		5,000
Alabama Shakespeare Festival		75,000
TOTAL CULTURE & RECREATION	\$	4,405,847

MONTGOMERY COUNTY COMMISSION

2013 - 2014 BUDGET

GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$	407,656
Board of Education		440,000
Montgomery Education Foundation		45,000
Auburn Extension Service		112,070
Montgomery Internal Medicine Residency Program (UAB)		22,500
Thelma Morris After School Program		25,000
Latchkey		28,026
YMCA Childcare Program		30,000
Character @ Heart		15,000
TOTAL EDUCATION	\$	<u>1,125,252</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$	1,258,458
In-House Appropriations-Retiree Health & Life Insurance		1,566,600
Reclassification Reserve		(400,000)
Montgomery Co Building Authority 2006/2012 Capital Lease Obligation		4,465,312
Montgomery Energy Conservation Project 2012 G.O. Warrants		267,776
Agency Appropriations-General Government Category		900,235
TOTAL CLASSIFIED BY CHARACTER ONLY		<u>8,058,381</u>

TOTAL APPROPRIATIONS \$ 63,626,888

TRANSFERS

To Community Corrections Fund		343,909
To Merit Fund		254,380
To General Obligation Warrant Debt Service Funds		3,781,671
TOTAL TRANSFERS	\$	<u>4,379,960</u>

TOTAL APPROPRIATIONS & TRANSFERS \$ 68,006,848

EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$	30,000
TOTAL ESTIMATED REVENUES	\$	<u><u>30,000</u></u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$	30,000
TOTAL APPROPRIATIONS	\$	<u><u>30,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 335,000
Other reimbursements	3,000
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>340,000</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 340,000
TOTAL APPROPRIATIONS	\$ <u>340,000</u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$ 9,580,000
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>9,582,000</u>

APPROPRIATIONS

Health Care Costs	\$ 9,482,000
Budgetary Fund Balance-GASB 45 Reserve	<u>100,000</u>
TOTAL APPROPRIATIONS AND BUDGETARY FUND BALANCE	\$ <u>9,582,000</u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$ 66,000
TOTAL ESTIMATED REVENUES	\$ <u>66,000</u>

APPROPRIATIONS

Death Benefit Payments	\$ 66,000
TOTAL APPROPRIATIONS	\$ <u>66,000</u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$ 415,000
Interest	10,000
TOTAL ESTIMATED REVENUES	\$ <u>425,000</u>

APPROPRIATIONS

Liability Ins. Costs	\$ 425,000
TOTAL APPROPRIATIONS	\$ <u>425,000</u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ <u>1,563,000</u>
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	<u>106,610</u>
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MISCELLANEOUS

Other	<u>166,400</u>
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TOTAL MISCELLANEOUS	<u>166,400</u>
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TOTAL ESTIMATED REVENUES	\$ <u>1,836,010</u>
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TRANSFERS

From Public Highway & Traffic Fund	500,000
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From Public Building/Roads/Bridges	<u>6,733,342</u>
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TOTAL TRANSFERS	<u>7,233,342</u>
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TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ <u><u>9,069,352</u></u>
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APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,872,044
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District I	1,493,117
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District II	1,419,400
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District III	1,797,709
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County Engineer's Office	1,057,055
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County Shop	632,104
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Bridge Maintenance	422,923
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Environmental Cleanup	<u>5,000</u>
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TOTAL APPROPRIATIONS	\$ <u>8,699,352</u>
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TRANSFERS

To Severance Materials Tax Fund	<u>370,000</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$ <u><u>9,069,352</u></u>
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,250,000
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MISCELLANEOUS

Interest		18,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,268,000</u>
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Budgetary Fund Balance		<u>1,291,597</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,559,597</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	6,733,342
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To General Fund		<u>826,255</u>
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TOTAL TRANSFERS	\$	<u>7,559,597</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,559,597</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	70,000
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State Shared Revenue		276,000
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Charges for Services		<u>70,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>416,000</u>
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Budgetary Fund Balance		<u>84,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	<u>500,000</u>
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TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
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CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	600,000
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Interest		<u>8,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>608,000</u>
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Budgetary Fund Balance		<u>277,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>885,000</u></u>
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APPROPRIATIONS

Buildings Repair and Improvements	\$	445,000
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Debt Service		<u>440,000</u>
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TOTAL APPROPRIATIONS	\$	<u><u>885,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 395,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	921,000
5 cent Gasoline Tax	436,000
Additional excise tax	31,000
TOTAL STATE SHARED REVENUES	\$ 1,898,000

MISCELLANEOUS

Interest	\$ 10,000
----------	-----------

TOTAL ESTIMATED REVENUES

Budgetary Fund Balance	\$ 1,908,000
	762,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 2,670,000

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	2,555,000
TOTAL APPROPRIATIONS	\$ 2,670,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 141,334
TRANSFERS	
From Gasoline Tax Fund	370,000
TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ 511,334

APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 511,334
TOTAL APPROPRIATIONS	\$ 511,334

APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 590,332
Montgomery County	678,882
Board of Education	678,882
Local Cities	1,003,565
TOTAL ESTIMATED REVENUES	\$ 2,951,661

APPROPRIATIONS

General Government	\$ 2,951,661
TOTAL APPROPRIATIONS	\$ 2,951,661

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 969,188
TRANSFERS	
Transfer from General Fund	254,380
TOTAL ESTIMATED REVENUES AND TRANSFERS	<u>\$ 1,223,568</u>

APPROPRIATIONS	
General Government	\$ 1,223,568
TOTAL APPROPRIATIONS	<u>\$ 1,223,568</u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 324,500
Client Fees	155,600
TOTAL ESTIMATED REVENUES	<u>\$ 480,100</u>
TRANSFERS	
Transfer From General Fund	343,909
TOTAL ESTIMATED REVENUES	<u>\$ 824,009</u>
APPROPRIATIONS	
Public Safety	\$ 824,009
TOTAL APPROPRIATIONS	<u>\$ 824,009</u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ 740,431
TOTAL ESTIMATED REVENUES	<u>\$ 740,431</u>
APPROPRIATIONS	
Grant Appropriations	\$ 740,431
TOTAL APPROPRIATIONS	<u>\$ 740,431</u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund	\$ <u>3,612,146</u>
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TOTAL TRANSFERS	\$ <u><u>3,612,146</u></u>
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APPROPRIATIONS

Principal	\$ 1,960,000
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Interest	<u>1,652,146</u>
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TOTAL APPROPRIATIONS	\$ <u><u>3,612,146</u></u>
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GENERAL OBLIGATION WARRANTS 2010-A

REVENUE AND TRANSFERS

Transfer from General Fund	\$ <u>1,249,525</u>
----------------------------	---------------------

TOTAL REVENUE AND TRANSFERS	\$ <u><u>1,249,525</u></u>
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APPROPRIATIONS

Principal	\$ 745,000
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Interest	<u>504,525</u>
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TOTAL APPROPRIATIONS	\$ <u><u>1,249,525</u></u>
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CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

August 15, 2013

Agenda

SEP - 3 2013

Mr. Donald L. Mims, CPA
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex I
P.O. Box 1667
Montgomery, AL 36102-1667

RE: **Grant No.: LIWAP 028-13**

Dear Mr. Mims,

Please find attached Grant No. **LIWAP 028-13**. I am requesting the Commission's approval of this grant at their next meeting. This grant is for the purpose of weatherizing **6 units** in Montgomery County by December 31, 2013. The amount of the grant is for **\$50,455**. This grant will follow the traditional protocols and guidelines as the normal DOE Weatherization grants, but will be used as separate grant funds, unlike in the past when DOE funds and LIWAP were usually combined. This is due to the fact that per house averages have been increased to \$6500 per house.

Please have both originals signed, witnessed, and returned to CARPDC. One original will be kept with the grant reports at CARPDC and the other submitted to ADECA-ED. Also enclosed is an agreement form (two copies) that must be signed and returned as well. After execution retain a copy for your files.

If you have any questions or I may be of any assistance, please contact me at 262-4300.

Sincerely,



Greg Clark
Executive Director

GC/db

Enclosures

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

ROBERT BENTLEY
GOVERNOR

STATE OF ALABAMA

July 31, 2013

The Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

RE: Grant No. LIWAP-028-13

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$50,455.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2013.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification Form, Disclosure Statement, Agreement Form, and Beason-Hammon Compliance Form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

A handwritten signature in black ink that reads "Robert Bentley". The signature is written in a cursive style with a large, stylized "R" and "B".

Robert Bentley
Governor

RB/BM/ks

Enclosures

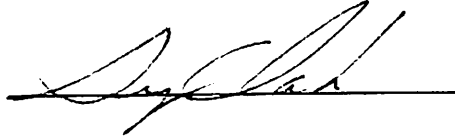
cc: Mr. Greg Clark

C E R T I F I C A T I O N

GRANTEE LEGAL
NAME:

CENTRAL ALABAMA REGIONAL PLANNING AND
DEVELOPMENT COMMISSION

Signature:



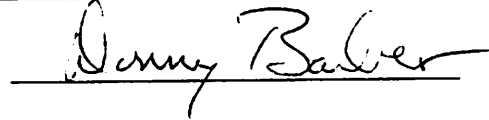
Typed Name:

Greg Clark

Title:

Executive Director

Signature:



Typed Name:

Donny Barber

Title:

Weatherization Program Manager

AGREEMENT NO. LIWAP-028-13

FEIN NO. 63-0545817

DUNS NO. 781377734

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date July 31, 2013

MAILING ADDRESS:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **LIWAP-028-13**
Grant Amount: **\$50,455.00**

THIS AGREEMENT is entered into this **July 1, 2013** by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of eight typewritten pages and four attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$50,455.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **July 1, 2013** and shall complete performance to the satisfaction of the Department not later than **December 31, 2013**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Attn: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

The Subgrantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

11. DISCLAIMER:

- A.** The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.
- B.** No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. NOT TO CONSTITUTE A DEBT OF THE STATE:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended, by Amendment No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

"If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved."

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

A. The Subgrantee certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

B. The Subgrantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subgrantee shall immediately notify the Grantor if any subcontractor becomes debarred or suspended, and shall, at the Grantor's request, take all steps required by the Grantor to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	July 1, 2013	1
B: Budget Sheet	July 1, 2013	1
C: Special Terms and Conditions	July 1, 2013	8
D: Beason-Hammon Compliance	July 1, 2013	1

- 22.** By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Subgrantee shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

23. TRANSPARENCY ACT REQUIREMENTS:

Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. DRUG-FREE WORKPLACE REQUIREMENTS:

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

25. RELIGIOUS ACTIVITY PROHIBITIONS:

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

26. HUMAN TRAFFICKING PROVISIONS:

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

27. SCHEDULE OF PAYMENT:

Upon receipt of a request for funds, accompanied by a statement of estimated expenditures for the first thirty (30) days of program operation, the Department shall, subject to the availability and receipt of funds from the U.S. Department of Health and Human Services, advance the Subgrantee funds sufficient to finance the program for a period not to exceed thirty (30) days. The amount and projected period applicable to advance of funds is subject to any limitations imposed by State or Federal Agencies having jurisdiction in these matters.

Additional requests for advances in payment must be supported by a statement from the Subgrantee that they are willing to maintain written procedures to minimize the time elapsing between the transfer of funds and disbursement and that they maintain a financial management system in compliance with the applicable implementing regulations. All cash advances will be limited to immediate cash needs. Any indication that Subgrantees are maintaining cash balances will result in the Subgrantee no longer being eligible for advances.

The funds shall be paid by the Department upon receipt and approval by the Department of monthly expenditure reports detailing current expenditures and estimated expenditures for the next thirty (30) days. Funds shall be advanced subject to availability of and receipt of funds from the U.S. Department of Health and Human Services. Expenditure reports are to be submitted in the form and under procedures prescribed by the Department. In order to expedite timely transmittal or advances to the Subgrantee, Monthly Financial Reports must be received by the Department not later than the tenth (10th) working day of the month following the end of the month for which expenditures are reported.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-13

ATTACHMENT A

WORK TO BE PERFORMED

July 1, 2013

1. The Subgrantee shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-13

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,888.00		\$2,888.00
PROGRAM OPERATIONS	\$35,567.00		\$35,567.00
HEALTH AND SAFETY	\$12,000.00		\$12,000.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$0.00		\$0.00
FINANCIAL AUDIT	\$0.00		\$0.00

GRAND TOTAL: \$50,455.00

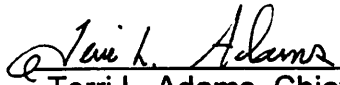
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

Alabama Department of Economic and
Community Affairs

Department

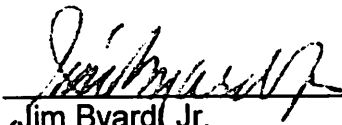
MONTGOMERY COUNTY COMMISSION

Subgrantee

 July 15, 2013

Terri L. Adams, Chief Date
Energy Division

Authorized Official for Subgrantee Date

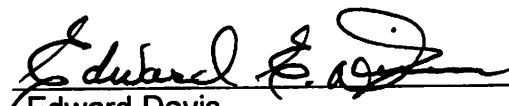
 July 16, 2013

Jim Byard Jr. Date
Director

Subgrantee Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Approved as to Form by Legal:

 7/16/2013

Edward Davis, Date
ADECA General Counsel

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: Aug 7, 2013

RE: Contract/Grant/Incentive (describe by number or subject):

LIWAP- 028-13 by and between
Montgomery County Commission (Contractor/Grantee) and
ADECA- ED (State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of BOARD CHAIR ELTON DEAN with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____.

MONTGOMERY COUNTY COMMISSION
Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this

_____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness

TO: ANY JUDGE

RE: GRANT NO. LIWAP-028-13

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this grant/contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

Authorized Official of Montgomery County Commission

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature (Commissioner Dean)

Date

Notary's Signature (Tummy Nix)

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	Montgomery County Commission	
ADDRESS	P.O. Box 1667	
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD		
ADECA-ED		
ADDRESS		
401 Adams Avenue, PO Box 5690		
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER (334) 262-5365

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

SEP - 3 2013

MEMORANDUM

To: Donald Mims, Montgomery County Administrator

From: Leslie York, CARPDC Community Development Specialist

Date: August 27, 2013

Re: **Letter from County Commission to ADECA Declining Acceptance of 2012 RTP Grant**
Jack Daniels Property, Booth Road & Old Selma Road
Recreational Trails Grant: Land Acquisition & Trail Construction at a New "Cantelou Park"

In reference to the above Recreational Trails Program grant, and based on direction provided from my Commission briefing on August 19, 2013, I have prepared a letter from Chairman Dean on behalf of the County Commission to ADECA declining acceptance of the 2012 RTP grant. As you are aware, a grant agreement was never executed for the project therefore Rob Grant has stated that a letter will be sufficient to decline the grant, stating reasons the project cannot go forward despite the County's best efforts and for reasons beyond their control.

Please include a request for approval of execution of this letter on the Commission agenda for September 3, 2013.

As always, thank you for your assistance and please let me know if you have comments or recommendations for changes.



MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

September 3, 2013

Mr. Rob Grant
Recreation & Conservation Programs Manager
ADECA / CED Division
P.O. Box 5690
Montgomery, AL 36103-5690

RE: 2012 RTP Grant for Land Acquisition & Trail Construction

Dear Mr. Grant:

On behalf of the Montgomery County Commission I would like to thank you for the opportunity to participate in the Recreational Trails Grant program. As you are aware, the County received award notification in November 2012 for a \$36,000 grant to purchase property in the Cantelou community to construct a new park. At this time it is with regret that we must respectfully decline acceptance of the grant due to circumstances beyond our control. The property owner was approached by a chain store developer to purchase a small piece of the land in question which ultimately had to be rezoned. The initial rezoning request was denied, prompting multiple rulings and appeals that are still tied up in the court system. We have been advised that this process could take a minimum of 6-8 months before the latest appeal is heard and the owner is not willing to sell the property until a final ruling is made.

Though we have worked diligently to bring this project to fruition, despite our best efforts the project cannot go forward. We are disappointed in this outcome however we look forward to participating in the RTP program in the future. Thank you again for the opportunity.

Sincerely,

Elton N. Dean, Sr.
Chairman

ED/ldy

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

To: Donald Mims, Montgomery County Administrator

From: Leslie York, CARPDC Community Development Specialist

Date: August 12, 2013

Re: **Status Update and Recommendation Regarding 2012 RTP Grant**
Jack Daniels Property, Booth Road & Old Selma Road
Recreational Trails Grant: Land Acquisition & Trail Construction at a New "Cantelou Park"

In reference to the above Recreational Trails Program grant, and as we've previously discussed, I would like to provide the following background information for your files. Please be advised that on July 10, 2013 I spoke with Jason Paulk, the City of Montgomery Attorney handling the Jack Daniel's rezoning case. He advised that on June 24, 2013 the Judge presiding over the case ruled against the City stating that the City has no jurisdiction in zoning in the PJ which, according to Jason, they have had since 1971. He advised this case has now become a much larger issue for the City than just the small part of the identified property Mr. Daniels' is trying to sell to Dollar General, or that the County has been interested in purchasing for a new park location. The City followed the ruling by filing a motion to reconsider and is in the process of appealing. On that same day, Jason was to meet with the City Clerk and Planning Commission to discuss their plan of action but at that time he anticipated filing one or the other in the next two weeks.

On July 15, 2013, following my conversation with Jason, Greg Clark spoke with Lynda Wool at the City's Planning Department for an update on some discussion he heard at the previous week's Planning Commission Director's meeting. Ms. Wool advised that this piece of property will be tied up in court for a minimum of 6-8 months as they go through the appeal process.

In addition to concerns regarding Mr. Daniels' ultimate desire to sell the property before a ruling on the appeal has been made, there are also environmental concerns that have yet to be fully determined or addressed. This too could be a lengthy process with potential costly mitigation that, on last discussion, Mr. Daniels was not willing to incur. Finally, upon conversation with Rob Grant, ADECA Recreation and Conservation Programs Manager, to determine if another location could be considered, he advised that the project application was scored and awarded based on the particular location identified and there is not an option for transferring the project to another piece of property.

Based on the concerns identified above, it is with regret that I must advise the County Commission to decline acceptance of the grant award. As you may recall, back in November 2012, Rob Grant requested that the grant agreement package he had mailed to the County be returned to him. As this was done, therefore there has been no official acceptance of the grant. Rob Grant has recommended that the County "decline the grant for \$36,000 and state the reasons the project cannot go forward despite their best efforts and for reasons beyond their control." He also stated that "there will be no negative repercussions and they will be eligible to submit a future application without prejudice."

Once the Commission approves that the grant can be declined I will draft a letter to Rob Grant for the Chairman's signature.

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: August 26, 2013

SUBJECT: RFP NO. 51985-13P-016, GIS
CAMA Integration System

Request approval of award on the above referenced RFP, to Keet Consulting Services, in the amount of \$73, 800.00, be placed on the agenda for the County Commission meeting on September 3, 2013. (copy of spread sheet attached)

Low proposals of Smart Data Strategies and Flagship, Inc., do not meet all the specifications required in the RFP; Digital Map Products met the required specifications but is not on the Department of Revenue approved vendor list. Alabama Department of Revenue will not pay its pro-rated portion of cost related to this contract if not on their approved vendor list. (see attached letter)

Coordination of RFP made with Mr. Clay Henley, Chief Appraiser and Teresa Dekle, State Examiner.

Attachment

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



August 19, 2013

MEMORANDUM

TO: Elton Dean, Sr., Chairman

Cc: Montgomery County Commissioners
Donnie Mims, County Administrator
Janet Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: RFP Selection Justification

- 1) KCS-We have selected Keet Consulting Services (KCS) for our GIS CAMA integration system. Although KCS was not the lowest bidder, we have chosen them based on their reputation and recommendations from several Alabama County Appraisal Departments. In addition, we already have a master contract on file with this vendor as they have done work for the Probate Office and Election Center. The KCS program is an extension of the ESRI ArcMap mapping program that our mappers currently use, making updates and customization a seamless process. One of the required features in the GIS proposal included a public facing website. It is our opinion that Keet Consulting Services' website is the best choice for Montgomery County due to its user friendly interface. KCS is an Alabama based company located in Pelham, thereby allowing for quick response for onsite maintenance. In addition, as is required by ADOR, KCS is on the department's approved vendor list.
- 2) Smart Data Strategies (SDS)-We have decided not to choose SDS based on the ratings provided in the matrix spreadsheet as well as feedback from listed references. The references indicated to me that they used the program only for the purposes of map viewing and were unable to use it for analytical purposes. One reference also stated that when looking up property information in current or past years that the property information was not correct in some cases. It is critical that we are able to use a GIS program for analytical purposes and that the data is accurate.

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

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

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

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

- 3) **Flagship, Inc.-** Flagship is not an ESRI based program as outlined in the RFP. There were 53 specifications listed in the RFP and Flagship responded no to six of the specifications.
- 4) **Digital Map Products-**Digital Map Products met all of the specifications required of the RFP. However, they are not on the Department of Revenue approved vendor list. Attached is a memorandum dated August 19th, 2013 from the Alabama Department of Revenue stating that the Department will not pay its pro-rata portion of cost related to this contract.

CH



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

MEMORANDUM

TO: Clay Henley, Chief Appraiser
Montgomery County Appraisal Department

FROM: Bill Bass, Director
Property Tax Division *BB*
Alabama Department of Revenue

DATE: August 19, 2013

SUBJECT: Expenditures from the Mapping and Appraisal Budget

The Code of Alabama 1975, Sections 40-7-61 and 40-7-68, provides for technology acquisitions in each of the county mapping and appraisal departments state-wide. These code sections are summarized in Addendum "F" of the Property Tax Plan for Equalization. Specifically, any data processing costs to include hardware, software, wiring, and peripheral equipment directly associated with computerization of the appraisal and mapping program may be charged to the appraisal and mapping budget. The Department of Revenue must approve any computerized appraisal program, mapping program or aerial photography purchased by a county using appraisal and mapping funds.

To assist any county in a technology acquisition, the Department has established and maintains an "Approved Vendor" list containing all companies that have demonstrated an ability to adequately perform the functions they are being contracted to do. The State of Alabama pro rata budget percentage will not be paid for any contract with a vendor that is not on the approved vendor list.

Please advise if you require any further information.

	KCS	SDS	Digital Map Products	Flagship
Cost	\$73,800	\$37,500	\$32,500	\$24,000
Cost to Commission	\$16,473	\$8,371	\$32,500	\$5,357
Maintenance				
Cost to Commission	\$37,800	\$30,000	\$28,000	\$10,000
	\$8,438	\$6,697	\$28,000	\$2,232
Full Cost to the County General because the vendor is not on the Department of Revenue approved vendor list.				

CRITERIA	VENDOR			
	KCS	DIGITAL MAP*	SDS	FLAGSHIP
Service offerings	4	4	3	2
Cost-effectiveness/Pricing	2	1	3	4
Ability to meet future requirements	4	4	4	2
Implementation plan	4	4	4	4
References/Responses to references	4	4	2	2
Technology	4	3	3	2
RFP response	4	4	4	2
Ability to complete installation within 30 days	4	4	4	4
License term/Warranty	4	3	2	1
Cumulative Rating	34	31	29	23

Rating:

Scale of 1 to 4 (4 being the best)

* State of Alabama Department of Revenue will not pay any portion of this vendor's services

Contract for GAMA & ISV

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2013, by and between **KEET CONSULTING SERVICES, LLC**, an Alabama limited liability company ("KCS"), and **MONTGOMERY COUNTY**, a body corporate organized under the laws of the State of Alabama, for the benefit of the **Montgomery County Commission**, ("the Commission").

RECITALS

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

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

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

1. RFP. This Agreement includes the terms and conditions of the RFP (51985-13P-016) as defined by KCS and the Commission, all of which, including but not limited to the description of GIS Software, Training & Support and the cost overview, are incorporated herein by reference.

- a) Enhanced GIS software extension that is esri based to further analyze all properties in Montgomery County that integrates with the County's current CAMA and GIS software and data.
- b) In conjunction with the GIS/CAMA integration software, an internet map viewing application for public use that is esri based and fully supported by a vendor.
- c) GIS services, support & maintenance (also known as "*GIS Technical Manager for Hire*") covers all aspects of support, management and upgrades related to GIS for the County Revenue Commissioner's Office. This section does not include any application design or development.
- d) GIS/CAMA Integration System

Company & Product Name: GAMA (Geographic Aided Mass Appraisal) by KCS

Initial One-Time Cost: \$33,500.00

Annual Services, Support, & Maintenance Renewal Cost: \$30,000.00

- e) Public Facing GIS Viewer

Manufacturer & Model: ISV (Internet Spatial Viewer) by KCS

Initial One-Time Cost: \$2,500.00

Annual Support Renewal Cost: \$7,800.00

2. Term and Termination.

(a) The contract period shall begin on the date this Agreement is formally approved by the Commission and shall continue until the delivery by KCS of the completed application to the Commission, unless otherwise terminated or extended in accordance with the terms of this Agreement.

(b) This Agreement may be terminated: (i) by either party upon thirty (30) days written notice; (ii) by the Commission in the event KCS makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against KCS, or if a receiver or trustee is appointed for all or any part of the property or assets of KCS; or (iii) by a written agreement executed by the parties.

(c) Upon any termination or expiration of this Agreement, KCS shall immediately deliver to the Commission all copies of confidential information in the possession, custody or control of KCS.

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

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

4. Payment Terms.

(a) The Commission shall pay KCS for the services hereunder the amounts set forth on the Proposal attached hereto, and at such times provided by the payment schedule specified therein.

(b) The amounts stated in the Proposal attached hereto include all taxes, duties and levies of any governmental entity, exclusive of taxes on KCS's net income, and KCS shall be solely responsible for any such taxes, duties or levies.

(c) The Commission agrees that amounts of all properly payable invoices shall be due and payable within thirty (30) days after receipt. In the event the Commission disputes the amount charged, services completed, or whether such invoice is properly payable, the amount of such invoice will not be due and payable until the parties resolve the dispute.

5. Warranties.

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

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

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

7. General.

(a) The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Neither party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

(c) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

(d) If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(e) All notices shall be in writing and shall be deemed to be delivered when

received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at their respective addresses or to such other address as either party may, from time to time, designate by notice to the other party.

(f) No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

(g) This Agreement shall be governed in all respects by the laws of the State of Alabama without regard to its conflict of laws provisions.

(h) The respective rights and obligations of the parties under Sections 2(c), 2(d), 4(e) and 7 shall survive any termination or expiration hereof.

(i) This Agreement, together with the Proposal which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

8. Dispute Resolution.

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and KCS.

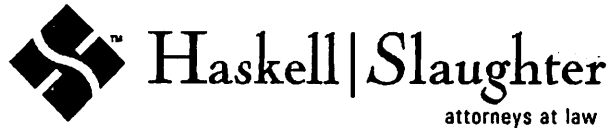
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

KEET CONSULTING SERVICES, LLC

By: L. Ethan Southern, Owner

MONTGOMERY COUNTY COMMISSION

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



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

MEMORANDUM
August 1, 2013

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Keet Consulting Services
Contract for GAMA and ISV for Montgomery County Revenue Department

I have reviewed your July 31, 2013 memorandum and Clay Hendley's letter for the Commissioners regarding the selection of Keet Consulting Services ("KCS") to provide Montgomery County Revenue Commissioner's Office for their GIS CAMA integration system. I also reviewed the Contract for GAMA & ISV, as well as KCS's proposal to the Revenue Commissioner's Office.

You had a question about the wording in the first paragraph as to the verbiage, i.e. "Montgomery County, a body corporate organized under the laws of the State of Alabama, for the benefit of the Montgomery County Commission ...". Although the verbiage is not correct as it should "The Montgomery County Commission" but I believe it is acceptable and does not need to be changed.

The letter from Clay Hendley to the Commissioners is good and the Contract is also good. I have no changes.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
#4827188_1

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

SEP - 3 2013

MEMO TO: Montgomery County Commissioners

FROM: Sara Byard
Community Development Director



DATE: August 28, 2013

RE: ALDOT Industrial Access Grant
Road Extension for DAS North America, Inc.
Selection of Road Contractor & Approval of Award of Contract

I am writing to request that the above referenced item be placed on the agenda for your next meeting to be held on Tuesday, September 3, 2013. Bids on the road construction work are due in to Goodwyn, Mills and Cawood, Inc. on 8/30/2013. These bids will be reviewed and tabulated as quickly as possible, and the information on the selected contractor will be provided to you as soon as possible, either late on Friday, August 30, or on Tuesday morning, September 3 prior to your meeting.

It is a pleasure to continue to work with you in the development of the DAS site. I appreciate your flexibility and prompt consideration of items relative to this project as we are working on a tight timeline in order to meet the needs of DAS, who expects to receive equipment at their new facility on January 17, 2014.

Please let me know if you have any questions and thank you for your assistance.

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 1818

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

August 20, 2013

Agenda

SEP - 3 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Blue Cross Blue Shield Health, COBRA, Dental and Workers Comp Insurance
Renewal

On August 19, 2013, I met with the County Commission to discuss the Blue Cross Blue Shield administrative fees and COBRA rates. The negotiated administrative fees effective October 1, 2013, will remain the same as last year based upon \$38.35 per contract per month for health and \$1.80 per contract per month for dental. Worker's Compensation fees will remain at 8.4% of paid claims. The COBRA rates will remain the same as the current year and are outlined as follows:

The COBRA rates for Health only will be:

1. Single - \$495
2. Family - \$855

The COBRA rates for Health and Dental will be:

1. Single - \$510
2. Family - \$907

I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.



**BlueCross BlueShield
of Alabama**

August 20, 2013

Montgomery County Commission
Attention: Scott Kramer
100 South Lawrence Street
Montgomery, Alabama 36104

Dear Scott:

The Blue Cross and Blue Shield of Alabama Administrative Fee will remain \$38.35 per contract per month for Health and \$1.80 per contract per month for Dental. Worker's Compensation will remain 8.40% of paid claims. This will be effective October 1, 2013-September 30, 2014. COBRA rates will remain:

Single: Health-\$495 and Dental-\$15

Single Combined Health and Dental-\$510

Family: Health-\$855 and Dental-\$52

Family Combined Health and Dental- \$907

Please sign below indicating your acceptance of these fees and that Montgomery County Commission will be renewing with Blue Cross and Blue Shield of Alabama.

Signature: _____

Please let me know if you have any questions.

Sincerely,

Nora Boyd
Account Manager

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

SEP - 3 2013

August 21, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Health Insurance

On August 19, 2013, I met with the County Commission to discuss the results of the RFP (Request for Proposal) for excess health insurance. This year a RFP was completed to secure a competitive rate for the excess health insurance coverage. The winning proposal was secured through Buck Howard of Catastrophic Medical Excess with HCC Life Insurance. The estimated annual excess health premium for the coming year from October 1, 2013 through September 30, 2014 is \$70,543. This amount represents approximately a \$22,000 decrease in last year's premium. The deductible will remain the same at \$400,000; however we will have a \$20,000 aggregate specific deductible of \$20,000. The monthly rates are \$2.89 for single coverage and 8.65 for family coverage.

I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

2013-14 HCC Life Stop Loss Rates

for Montgomery County Commission

Traditional Stop/Loss Coverage			
Proposal rates (net of commission)		Rates including CME commission	
Deductible	\$ 400,000	Deductible	\$ 400,000
Single	\$ 3.50	Single Rate	\$ 3.78
Family	\$ 10.46	Family Rate	\$ 11.30
Estimated Single	704	Estimated Single	704
Estimated Family	444	Estimated Family	444
Estimated Monthly Premium	7,108	Estimated Monthly Premium	7,677
Estimated Annual Premium	\$ 85,299	Estimated Annual Premium	\$ 92,123

Aggregating Specific Option			
Proposal rates (net of commission)		Rates including CME commission	
Deductible	\$ 400,000	Deductible	\$ 400,000
Aggregating Specific Deductible	\$ 20,000	Aggregating Specific Deductible	\$ 20,000
Single	\$ 2.68	Single Rate	\$ 2.89
Family	\$ 8.01	Family Rate	\$ 8.65
Estimated Single	704	Estimated Single	704
Estimated Family	444	Estimated Family	444
Estimated Monthly Premium	5,443	Estimated Monthly Premium	5,879
Estimated Annual Premium	\$ 65,318	Estimated Annual Premium	\$ 70,543

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

SEP - 3 2013

August 21, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Life Insurance Renewal

On August 19, 2013, I met with the County Commission to discuss an extension to our life insurance contract. John Dorough of Harmon Dennis Bradshaw, Inc., the current broker of our Group Life policy, was able to secure a two year extension of Life Insurance and Accidental Death and Dismemberment at a combined rate of \$.17 per \$1,000 of coverage. This rate, secured with Hartford is the same as our current coverage. The projected annual cost will be \$67,275. This proposal with the two year extension is valid until July 1, 2016. With the potential of rates increasing from losses, I would recommend we take advantage of this guaranteed rate extension.

I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

July 30, 2013

John W. Dorough, III
Manager, Individual and Employee Benefits Department
Harmon Dennis Bradshaw, Inc.
7115 Halcyon Summit Drive
Montgomery, AL 36117

Re: Montgomery County Commission
Policy #: 678107G
Lines of Coverage: Basic Life and Basic ADD

Dear John:

We at The Hartford¹ appreciate your partnership in delivering group benefits to our mutual client, City Of Montgomery. With this letter, we're happy to inform you that we will extend their current rates for Basic Life and Basic ADD until 7/1/2016!

To help you convey this good news, I've attached a letter. Please use it to notify the client of our decision, or contact my office and we'll forward the letter directly.

A site worth seeing—and using. It bears repeating that (insert client name) has access to user-friendly tools at our EmployerView® Web site (www.employerview.com). This interactive site provides policy-specific information, electronic billing, reports, medical underwriting status, claims inquiry, administration kits, participant administration, reference materials—and more.

As your benefits partner, we appreciate your business and look forward to helping find ways to minimize administrative burden for you and your clients. If you have questions or need additional information, please contact me at (888) 560-9632.

Sincerely,

LeAnne Turner, Senior Regional Relationship Manager
Group Benefits Sales
1125 Sanctuary Parkway, Suite 450
Alpharetta, GA 30009

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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DIMITRI POLIZOS
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A COUNTY OLDER THAN THE STATE

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Agenda

SEP - 3 2013

August 27, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Renewal of Montgomery Armored Car Services, Inc. Contract

Terri Henderson, Revenue Manager, Tax & Audit Department, has submitted a proposal for the renewal of the contract with Montgomery Armored Car Service, Inc. This proposal will be attached to the memorandum. The current contract expires on September 30, 2013. This proposal is for the renewal of the contract will cover the period of October 1, 2013 through September 30, 2014. The new contract reflects a 3% increase in the monthly rate changing from \$333.00 per month to \$342.99 per month. We feel that this is a fair price for the services rendered.

This item was discussed in detail during the Working Session on August 19, 2013. The Commissioner's expressed no objections and I was advised to place on the agenda for September 3, 2013 meeting.

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

JAM/tm

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

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: August 12, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *8/12/13*

RE: **Proposed Renewal of Montgomery Armored Car Service, Inc. Contract**

Please note our current contract with Montgomery Armored Car Service, Inc. ("MACS") will expire on September 30, 2013. A proposal for the renewal of this contract is attached covering the period October 1, 2013 through September 30, 2014. The proposed contract reflects a 3% monthly rate increase changing from \$333.00 per month to \$342.99 per month. The fuel surcharge structure and the contract language will remain the same as in the current contract. A copy of the current contract is also attached for quick reference. Please note the current contract rate of \$333.00 per month has been in effect since October 1, 2010.

I am submitting this memo to respectfully request that this item be included on the agenda for review and discussion during the informal business session of the Montgomery County Commission meeting on Monday, August 19, 2013, or as soon as possible thereafter. Please let me know if you need any additional information or have any questions. Thank you in advance for your assistance with this matter.

tah/attachments

MONTGOMERY ARMORED CAR SERVICE, INC.

1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

WHEREAS, Montgomery Armored Car Service, Inc., a corporation, hereinafter referred to as the "Corporation", organized under the laws of the State of Alabama, is engaged in the business of receiving, transporting and delivery of goods, money, currency, coins, securities, products, bonds, negotiable instruments, checks, drafts, notes, debentures, or any other valuable personal properties which are the properties of others, for a fee or monetary compensation; and

WHEREAS, the undersigned, hereinafter referred to as the "Customer", does have need for the services performed or offered by the Corporation and desires to enter into a contract with said Corporation:

NOW THEREFORE, the Corporation agrees as follows:

1. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.
2. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.
3. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). Change orders to be delivered at the time deposits are picked up.
4. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employees of the Customer prior to receipt by the Corporation.
5. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain" amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.
6. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the specified days of each week and deliver such to the Customer's designated consignee.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall easily identify his container from other containers which may be in the possession of the Corporation.

2. To maintain a safe or vault on his business premises which is under a dual control locking system in which two or more keys are needed to operate the doors to the safe or vault, the Corporation will provide the additional services of retaining possession of one key used in the operation of said safe or vault and shall participate in the dual opening of the safe or vault in conjunction with any agent or employee designated by the Customer. The Customer and the Corporation both agree that the Corporation assumes no liability for the loss of any items while they are contained in the Customer's safe or vault. The contents shall be removed by the Customer's agent or employee and shall then be used in preparing a deposit or shipment and possession then delivered to the Corporation for transportation to the Customer's consignee. Both the Corporation and Customer understand that this provision or service is optional and the Customer must specifically request this service by acknowledgement where indicated in this contract. This paragraph is applicable only as Customer maintains dual control locking system.

3. The Customer understands that it is their responsibility to determine the monetary value of the contents of each container or shipment which is to be received by the Corporation and the Customer is to make this determination and to seal, secure or lock said shipment or container prior to the receipt by the Corporation's employees. It is also understood that the Corporation shall not have the possession of any key which unlocks or unfastens any container which is to be transported by the Corporation. If an employee, agent, or officer of the Corporation, upon receipt of any container has reason to believe that the lock or fastening device which is made a part of any container has been tampered with for whatever reason, which this is evidenced by marks, scratches, or by other means, the employee or agent of the customer shall, when requested by the Corporation's agent, servant or employee, open the container, verify the contents as correct or incorrect, and reseal or relock the container, prior to receipt by the Corporation.

4. That the Corporation shall not be obligated to receive, transport or deliver any money, currency, coins, securities, checks, stocks, bonds and/or other negotiable instruments, which are not contained in securely sealed bags, or other sealed containers. However, if any individual shipment is inadvertently received by the Corporation in any unsealed, unlocked or unsecured container, the Customer agrees that the Corporation shall not be responsible to determine the contents thereof and shall not be held liable for any alleged or shortage in the contents of any unlocked, unsealed or unsecured container.

5. To certify in writing the total value of the contents of any container as well as the total value of each shipment. Shipments shall not exceed the amount collectively or the value of the Corporation's total insurance coverage at any one time.

6. To notify the Corporation in writing the name of the Customer's designated consignee and acknowledges that the Corporation is not obligated to work with any person not so designated.

7. The Corporation shall not be liable for any non-performance or delays which arise from any event involving act of terrorism or mechanical difficulties with the transporting vehicles. The Customer further agrees that the Corporation shall not be liable for any loss or damage to the contents of any container which may result from the following:

- a. War-like or hostile actions taken by any force, organized or unorganized, against the United States government or the State of Alabama; any department or agency thereof or other governmental body which is considered a part of the United States or the State of Alabama.
- b. Any actions taken by the United States, the State of Alabama or any department, agency or military force thereof, including Coast Guard, law enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.
- c. Any conventional, unconventional atomic or nuclear fission device.

- d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.

8. To give the Corporation immediate written notice of the nature of any loss or damage in the event all or any portion of any shipment or contents of any container is destroyed, damaged, or lost and to furnish an accurate itemized statement or list of such items damaged, destroyed or lost certified and made under oath by any agent, officer, or employee authorized by the Customer. The Customer acknowledges that the Corporation does not have knowledge of the contents of any shipment or container and agrees to cooperate immediately with the Corporation or others in recovery of the contents of any loss, damage, stolen container or shipment and to furnish any books, records, bank statements, duplicate deposit slips, or other items to be used in the verification of any loss claimed by the Customer.

9. In the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said check, Corporation's liability except as hereinafter limited shall be the payment to the Customer of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include request by Customer to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the Corporation and its assigns. It is further understood and agreed that the word "Shipment" wherever used in this agreement, shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one designation address.

10. To pay the Corporation for its services as follows. Additional charges, if any, are listed below.

SERVICE	FREQUENCY	MONTHLY RATE
Bank Deposit Pick-up	Monday through Friday Excluding State / Federal Holidays	\$342.99

11. The total maximum liability is to be \$ 175,000.00 per any one shipment.

The initial term of this agreement shall commence immediately on the date executed below, and continue until September 30, 2014. Thereafter, this agreement shall automatically renew for successive terms equal to thirty (30) days each unless terminated or altered by either party by written notice to the other not less than 30 days before the effective date of such termination.

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual

Initials_____

resolution, then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Montgomery Armored Car Service, Inc.

This contract is the entire agreement of the parties and the invalidity of any portion of this contract shall not affect the other provisions hereof and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

_____ This Customer desires the dual control service offered under the terms of this contract.

XX This Customer does not desire the dual control service offered under the terms of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ Day of _____.

CUSTOMER:
Montgomery County Commission
Tax and Audit Department
Montgomery County Courthouse
Annex Building # 3
Montgomery, AL

CORPORATION:
MONTGOMERY ARMORED CAR SERVICE, INC.
1701 Ridgeway West
Montgomery, AL 36110

BY: _____ BY: _____

Title Earl R. Childs, President

Special Instructions, if any:

Fuel Surcharge: Attachment A: Derived from information published by the Department of Energy's Gulf States Market Index each Monday, Fuel Surcharges start at 0.5% per \$0.05 increase in fuel above \$2.00 per gallon of diesel fuel.

Depositing Financial Institution: Regions Bank
201 Monroe Street
Montgomery, AL 36101

Holidays Observed:

Labor Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	New Year's Day

ATTACHMENT A: FUEL SURCHARGE PROGRAM

**Fuel Surcharge Structure 2012
For Contracted Customers**

REVISED 5/10/2012

Please follow the matrix below to base fuel surcharge applications. Please note that fuel surcharges will be updated each Tuesday and adjustments will be made, based upon the previous week's price per gallon for fuel in the Gulf States Regions. Fuel Surcharges are derived from information gathered from <http://tonto.eia.doe.gov> on a weekly basis

FUEL PRICE / GAL		PERCENTAGE (%)
FROM	TO	RATE
\$0.00	\$1.99	0.00%
\$2.00	\$2.04	0.50%
\$2.05	\$2.09	1.00%
\$2.10	\$2.14	1.50%
\$2.15	\$2.19	2.00%
\$2.20	\$2.24	2.50%
\$2.25	\$2.29	3.00%
\$2.30	\$2.34	3.50%
\$2.35	\$2.39	4.00%
\$2.40	\$2.44	4.50%
\$2.45	\$2.49	5.00%
\$2.50	\$2.54	5.50%
\$2.55	\$2.59	6.00%
\$2.60	\$2.64	6.50%
\$2.65	\$2.69	7.00%
\$2.70	\$2.74	7.50%
\$2.75	\$2.79	8.00%
\$2.80	\$2.84	8.50%
\$2.85	\$2.89	9.00%
\$2.90	\$2.94	9.50%
\$2.95	\$2.99	10.00%
\$3.00	\$3.04	10.50%
\$3.05	\$3.09	11.00%
\$3.10	\$3.14	11.50%
\$3.15	\$3.19	12.00%
\$3.20	\$3.24	12.50%
\$3.25	\$3.29	13.00%

FUEL PRICE / GAL		PERCENTAGE (%)
FROM	TO	RATE
\$3.30	\$3.34	13.50%
\$3.35	\$3.39	14.00%
\$3.40	\$3.44	14.50%
\$3.45	\$3.49	15.00%
\$3.50	\$3.54	15.50%
\$3.55	\$3.59	16.00%
\$3.60	\$3.64	16.50%
\$3.65	\$3.69	17.00%
\$3.70	\$3.74	17.50%
\$3.75	\$3.79	18.00%
\$3.80	\$3.84	18.50%
\$3.85	\$3.89	19.00%
\$3.90	\$3.94	19.50%
\$3.95	\$3.99	20.00%
\$4.00	\$4.04	20.50%
\$4.05	\$4.09	21.00%
\$4.10	\$4.14	21.50%
\$4.15	\$4.19	22.00%
\$4.20	\$4.24	22.50%
\$4.25	\$4.29	23.00%
\$4.30	\$4.34	23.50%
\$4.35	\$4.39	24.00%
\$4.40	\$4.44	24.50%
\$4.45	\$4.49	25.00%
\$4.50	UP	25.00% plus 0.5%
		increase per
		\$0.05 increase in fuel

MONTGOMERY ARMORED CAR SERVICE, INC.

1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

WHEREAS, Montgomery Armored Car Service, Inc., a corporation, hereinafter referred to as the "Corporation", organized under the laws of the State of Alabama, is engaged in the business of receiving, transporting and delivery of goods, money, currency, coins, securities, products, bonds, negotiable instruments, checks, drafts, notes, debentures, or any other valuable personal properties which are the properties of others, for a fee or monetary compensation; and

WHEREAS, the undersigned, hereinafter referred to as the "Customer", does have need for the services performed or offered by the Corporation and desires to enter into a contract with said Corporation:

NOW THEREFORE, the Corporation agrees as follows:

1. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.
2. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.
3. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). Change orders to be delivered at the time deposits are picked up.
4. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employees of the Customer prior to receipt by the Corporation.
5. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain" amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.
6. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the specified days of each week and deliver such to the Customer's designated consignee.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall easily identify his container from other containers which may be in the possession of the Corporation.

2. To maintain a safe or vault on his business premises which is under a dual control locking system in which two or more keys are needed to operate the doors to the safe or vault, the Corporation will provide the additional services of retaining possession of one key used in the operation of said safe or vault and shall participate in the dual opening of the safe or vault in conjunction with any agent or employee designated by the Customer. The Customer and the Corporation both agree that the Corporation assumes no liability for the loss of any items while they are contained in the Customer's safe or vault. The contents shall be removed by the Customer's agent or employee and shall then be used in preparing a deposit or shipment and possession then delivered to the Corporation for transportation to the Customer's consignee. Both the Corporation and Customer understand that this provision or service is optional and the Customer must specifically request this service by acknowledgement where indicated in this contract. This paragraph is applicable only as Customer maintains dual control locking system.

3. The Customer understands that it is their responsibility to determine the monetary value of the contents of each container or shipment which is to be received by the Corporation and the Customer is to make this determination and to seal, secure or lock said shipment or container prior to the receipt by the Corporation's employees. It is also understood that the Corporation shall not have the possession of any key which unlocks or unfastens any container which is to be transported by the Corporation. If an employee, agent, or officer of the Corporation, upon receipt of any container has reason to believe that the lock or fastening device which is made a part of any container has been tampered with for whatever reason, which this is evidenced by marks, scratches, or by other means, the employee or agent of the customer shall, when requested by the Corporation's agent, servant or employee, open the container, verify the contents as correct or incorrect, and reseal or relock the container, prior to receipt by the Corporation.

4. That the Corporation shall not be obligated to receive, transport or deliver any money, currency, coins, securities, checks, stocks, bonds and/or other negotiable instruments, which are not contained in securely sealed bags, or other sealed containers. However, if any individual shipment is inadvertently received by the Corporation in any unsealed, unlocked or unsecured container, the Customer agrees that the Corporation shall not be responsible to determine the contents thereof and shall not be held liable for any alleged or shortage in the contents of any unlocked, unsealed or unsecured container.

5. To certify in writing the total value of the contents of any container as well as the total value of each shipment. Shipments shall not exceed the amount collectively or the value of the Corporation's total insurance coverage at any one time.

6. To notify the Corporation in writing the name of the Customer's designated consignee and acknowledges that the Corporation is not obligated to work with any person not so designated.

7. The Corporation shall not be liable for any non-performance or delays which arise from any event involving act of terrorism or mechanical difficulties with the transporting vehicles. The Customer further agrees that the Corporation shall not be liable for any loss or damage to the contents of any container which may result from the following:

- a. War-like or hostile actions taken by any force, organized or unorganized, against the United States government or the State of Alabama; any department or agency thereof or other governmental body which is considered a part of the United States or the State of Alabama.
- b. Any actions taken by the United States, the State of Alabama or any department, agency or military force thereof, including Coast Guard, law enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.
- c. Any conventional, unconventional atomic or nuclear fission device.

- d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.

8. To give the Corporation immediate written notice of the nature of any loss or damage in the event all or any portion of any shipment or contents of any container is destroyed, damaged, or lost and to furnish an accurate itemized statement or list of such items damaged, destroyed or lost certified and made under oath by any agent, officer, or employee authorized by the Customer. The Customer acknowledges that the Corporation does not have knowledge of the contents of any shipment or container and agrees to cooperate immediately with the Corporation or others in recovery of the contents of any loss, damage, stolen container or shipment and to furnish any books, records, bank statements, duplicate deposit slips, or other items to be used in the verification of any loss claimed by the Customer.

9. In the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said check, Corporation's liability except as hereinafter limited shall be the payment to the Customer of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include request by Customer to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the Corporation and its assigns. It is further understood and agreed that the word "Shipment" wherever used in this agreement, shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one designation address.

10. To pay the Corporation for its services as follows. Additional charges, if any, are listed below.

SERVICE	FREQUENCY	MONTHLY RATE
Bank Deposit Pick-up	Monday through Friday Excluding State / Federal Holidays	\$333.00

11. The total maximum liability is to be \$ 175,000.00 per any one shipment.

The initial term of this agreement shall commence immediately on the date executed below, and continue until September 30, 2013. Thereafter, this agreement shall automatically renew for successive terms equal to thirty (30) days each unless terminated or altered by either party by written notice to the other not less than 30 days before the effective date of such termination.

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual

Initials ERC GR

resolution, then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Montgomery Armored Car Service, Inc.

This contract is the entire agreement of the parties and the invalidity of any portion of this contract shall not affect the other provisions hereof and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

_____ This Customer desires the dual control service offered under the terms of this contract.

XX This Customer does not desire the dual control service offered under the terms of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 27th Day of May, 2012.

CUSTOMER:
Montgomery County Commission
Tax and Audit Department
Montgomery County Courthouse
Annex Building # 3
Montgomery, AL

CORPORATION:
MONTGOMERY ARMORED CAR SERVICE, INC.
1701 Ridgeway West
Montgomery, AL 36110

BY: Elton N. Hearn, Jr. BY: Earl R. Childs
Chairman Earl R. Childs, President
Title

Special Instructions, if any:

Fuel Surcharge: Attachment A: Derived from information published by the Department of Energy's Gulf States Market Index each Monday, Fuel Surcharges start at 0.5% per \$0.05 increase in fuel above \$2.00 per gallon of diesel fuel.

Depositing Financial Institution: Regions Bank
201 Monroe Street
Montgomery, AL 36101

Holidays Observed:

Labor Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	New Year's Day

ATTACHMENT A: FUEL SURCHARGE PROGRAM

**Fuel Surcharge Structure 2012
For Contracted Customers**

REVISED 5/10/2012

Please follow the matrix below to base fuel surcharge applications. Please note that fuel surcharges will be updated each Tuesday and adjustments will be made, based upon the previous week's price per gallon for fuel in the Gulf States Regions. Fuel Surcharges are derived from information gathered from <http://tonto.eia.doe.gov> on a weekly basis

FUEL PRICE / GAL		PERCENTAGE (%)
FROM	TO	RATE
\$0.00	\$1.99	0.00%
\$2.00	\$2.04	0.50%
\$2.05	\$2.09	1.00%
\$2.10	\$2.14	1.50%
\$2.15	\$2.19	2.00%
\$2.20	\$2.24	2.50%
\$2.25	\$2.29	3.00%
\$2.30	\$2.34	3.50%
\$2.35	\$2.39	4.00%
\$2.40	\$2.44	4.50%
\$2.45	\$2.49	5.00%
\$2.50	\$2.54	5.50%
\$2.55	\$2.59	6.00%
\$2.60	\$2.64	6.50%
\$2.65	\$2.69	7.00%
\$2.70	\$2.74	7.50%
\$2.75	\$2.79	8.00%
\$2.80	\$2.84	8.50%
\$2.85	\$2.89	9.00%
\$2.90	\$2.94	9.50%
\$2.95	\$2.99	10.00%
\$3.00	\$3.04	10.50%
\$3.05	\$3.09	11.00%
\$3.10	\$3.14	11.50%
\$3.15	\$3.19	12.00%
\$3.20	\$3.24	12.50%
\$3.25	\$3.29	13.00%

FUEL PRICE / GAL		PERCENTAGE (%)
FROM	TO	RATE
\$3.30	\$3.34	13.50%
\$3.35	\$3.39	14.00%
\$3.40	\$3.44	14.50%
\$3.45	\$3.49	15.00%
\$3.50	\$3.54	15.50%
\$3.55	\$3.59	16.00%
\$3.60	\$3.64	16.50%
\$3.65	\$3.69	17.00%
\$3.70	\$3.74	17.50%
\$3.75	\$3.79	18.00%
\$3.80	\$3.84	18.50%
\$3.85	\$3.89	19.00%
\$3.90	\$3.94	19.50%
\$3.95	\$3.99	20.00%
\$4.00	\$4.04	20.50%
\$4.05	\$4.09	21.00%
\$4.10	\$4.14	21.50%
\$4.15	\$4.19	22.00%
\$4.20	\$4.24	22.50%
\$4.25	\$4.29	23.00%
\$4.30	\$4.34	23.50%
\$4.35	\$4.39	24.00%
\$4.40	\$4.44	24.50%
\$4.45	\$4.49	25.00%
\$4.50	UP	25.00% plus 0.5%
		increase per
		\$0.05 increase in fuel

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

SEP - 3 2013

September 3, 2013

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

C-2013-124: Successful Living Center, for the Adult Day Care Program for the Low to Moderate Income Elderly Individuals that have Dementia - \$250; (Harris)

NC-2013-115: BOE, Morningview Elementary School, for Principal's Discretionary Fund - \$500; (Polizos)

NC-2013-116: BOE, Flowers Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)

NC-2013-117: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)

DLM/tll

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: August 15, 2013

SUBJECT: RFP NO. 51261-13P-020,
Prosecutor Computer-Based
Case Management System

Request that approval of award on the above referenced Request for Proposal, to the second low proposal, New Dawn, in the amount of \$420,271.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

The low proposal, Karpel Solutions, Inc., met fewer of the requirements and cannot provide an application programming interface (API).

There will be no cost to the County for the purchase of this case management system.

Coordination of award made with Rhonda B. Cape, Administrative Assistant, D.A.'s Office.

Attachment



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of
Ellen Brooks

District Attorney
Fifteenth Judicial Circuit of Alabama

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

August 12, 2013

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: RFP Award

Dear Chairman Dean:

A RFP was sent to multiple companies in June, 2013 for a prosecutor case management system for our office. We received two proposals which we have reviewed. We have selected New Dawn as the vendor because their system meets more of the requirements defined in the RFP. Additionally, they are capable of providing an application programming interface (API) and combining all of our data into one centralized database. The second vendor, although it was a lower bid, met fewer of the requirements and cannot provide an API.

There is no cost to the County for the purchase of this case management system.

We ask the Commission to approve the award at the Commission meeting on September 3, 2013.

Thank you for your help in this matter.

Sincerely,

Rhonda B. Cape
Administrative Assistant

cc: Donnie Mims, County Administrator

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
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ESTABLISHED 1818

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Agenda

SEP - 3 2013

August 27, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Final Payment for Schneider Electric

Schneider Electric Building Americas, Inc. has submitted an invoice for final payment for their Energy Contract Project PC10P0030 for the energy upgrades in the buildings in the downtown complex. Final Payment due is \$4,944.39. The original amount of this contract was \$4,416,936.00. We had a deduct Change Order in the amount of \$9,515.00 leaving the amount of the contract on work performed of \$4,407,421.00. All change orders included with this contract have been processed. This project has been completed and all documents have been turned over to Patrick Litchfield, Plant Maintenance Manager.

All questions concerning final payment were discussed and answered during the Working Session on August 19, 2013. I was advised to place this item on the agenda for September 3, 2013. I recommend payment of this invoice to be granted.

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

JAM/tm

TO: Montgomery County Commission
ATTN: John Mitchell
101 South Lawrence Street
Montgomery, AL 36104

APPLICATION NO: 13

PERIOD TO: 4/30/2013

FROM: Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, Texas 75284-1868

APPLICATION DATE: 4/22/2013
CUSTOMER PO #: Signed Contract

PROJECT # PC10P0030

PROJECT NAME/LOCATION(CITY, STATE)
Montgomery County, Montgomery, Alabama

CONTRACT DATE: 12/19/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS	DEDUCTIONS
	0.00	
APPROVED THIS MONTH	0.00	
Lighting Credit		9,515.00
TOTALS:	0.00	9,515.00
NET CHANGE BY CHANGE ORDERS	(9,515.00)	

1. ORIGINAL CONTRACT SUM..... \$4,418,938.00
2. NET CHANGE BY CHANGE ORDERS..... (\$9,515.00)
3. CONTRACT SUM TO DATE..... \$4,407,421.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$4,407,421.00
5. RETAINAGE:
A. 0% OF COMPLETED WORK..... \$0.00
B. 0% OF STORED MATERIAL..... \$0.00
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J)..... \$0.00
6. TOTAL EARNED LESS RETAINAGE..... \$4,407,421.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$4,402,476.81
8. CURRENT PAYMENT DUE..... \$4,944.39
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$0.00

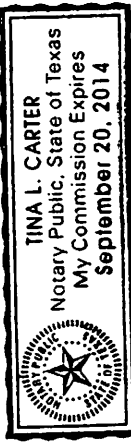
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schneider Electric

BY: *Ben Flombers* DATE: 7-24-13

STATE OF: TEXAS COUNTY OF: DALLAS
SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th
DAY OF July, 2013
NOTARY PUBLIC

Tina L. Carter



MY COMMISSION EXPIRES: 9-20-2014

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

ARCHITECT:

By: _____ Date: _____

Schneider Electric

APPLICATION NUMBER: 13
APPLICATION DATE: 4/22/2013
PERIOD TO: 4/30/2013
ARCHITECT'S PROJECT NO: PC10P0030

Montgomery County, Montgomery, Alabama		PROJECT # PC10P0030								
ITEM NO.	DESCRIPTION OF WORK	C	D	E		F	G	H	I	J
				FROM PREV. APPLICATION (D+E)	THIS PERIOD					
		SCHEDULED VALUE				MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
1	SE Initiating Project Processes	441,693.60		441,693.60	0.00	0.00	441,693.60	100.00	0.00	0.00
2	SE Mechanical Engineering & Design	198,762.12		198,762.12	0.00	0.00	198,762.12	100.00	0.00	0.00
3	SE Project Management / Administration	154,016.16		154,016.16	0.00	0.00	154,016.16	100.00	0.00	0.00
	BUILDING AUTOMATION SYSTEM									
4	Field Engineering / Hardware Development	151,851.40		151,851.40	0.00	0.00	151,851.40	100.00	0.00	0.00
5	Drawing Package Deliverable	118,357.21		118,357.21	0.00	0.00	118,357.21	100.00	0.00	0.00
6	Software I/O Application Process	138,654.12		138,654.12	0.00	0.00	138,654.12	100.00	0.00	0.00
7	System Integration Process	128,974.68		128,974.68	0.00	0.00	128,974.68	100.00	0.00	0.00
8	Graphic Engine Implementation	143,789.41		143,789.41	0.00	0.00	143,789.41	100.00	0.00	0.00
9	Customer Training / O&M Manuals	18,572.91		14,858.33	3,714.58	0.00	18,572.91	100.00	0.00	0.00
10	PASS Handoff	21,489.63		10,744.82	10,744.81	0.00	21,489.63	100.00	0.00	0.00
11	BAS Field Supervision	138,546.33		138,546.33	0.00	0.00	138,546.33	100.00	0.00	0.00
	Annex 1									
12	Automation Sub - Installation Labor	80,377.87		80,377.87	0.00	0.00	80,377.87	100.00	0.00	0.00
13	Automation Sub - Material / Peripherals	104,170.49		104,170.49	0.00	0.00	104,170.49	100.00	0.00	0.00
14	Validation / Cx	46,792.62		46,792.62	0.00	0.00	46,792.62	100.00	0.00	0.00
15	ASUB / SE 100% Scope Verification	6,792.63		6,792.63	0.00	0.00	6,792.63	100.00	0.00	0.00
	Courthouse/Jail									
16	Automation Sub - Installation Labor	172,127.25		172,127.25	0.00	0.00	172,127.25	100.00	0.00	0.00
17	Automation Sub - Material / Peripherals	231,836.33		231,836.33	0.00	0.00	231,836.33	100.00	0.00	0.00
18	Validation / Cx	98,709.08		98,709.08	0.00	0.00	98,709.08	100.00	0.00	0.00
19	ASUB / SE 100% Scope Verification	18,711.10		18,711.10	0.00	0.00	18,711.10	100.00	0.00	0.00

Annex 2									
20	Automation Sub - Installation Labor	1,386.42	1,386.42	0.00	0.00	0.00	1,386.42	100.00	0.00
21	Automation Sub - Material / Peripherals	1,739.82	1,739.82	0.00	0.00	0.00	1,739.82	100.00	0.00
22	Validation / Cx	746.60	746.60	0.00	0.00	0.00	746.60	100.00	0.00
23	ASUB / SE 100% Scope Verification	133.25	133.25	0.00	0.00	0.00	133.25	100.00	0.00
Carnegie									
24	Automation Sub - Installation Labor	6,319.05	6,319.05	0.00	0.00	0.00	6,319.05	100.00	0.00
25	Automation Sub - Material / Peripherals	8,425.41	8,425.41	0.00	0.00	0.00	8,425.41	100.00	0.00
26	Validation / Cx	3,212.35	3,212.35	0.00	0.00	0.00	3,212.35	100.00	0.00
27	ASUB / SE 100% Scope Verification	987.55	987.55	0.00	0.00	0.00	987.55	100.00	0.00
Probate Revenue									
28	Automation Sub - Installation Labor	2,776.19	2,776.19	0.00	0.00	0.00	2,776.19	100.00	0.00
29	Automation Sub - Material / Peripherals	3,701.58	3,701.58	0.00	0.00	0.00	3,701.58	100.00	0.00
30	Validation / Cx	1,525.40	1,525.40	0.00	0.00	0.00	1,525.40	100.00	0.00
31	ASUB / SE 100% Scope Verification	365.34	365.34	0.00	0.00	0.00	365.34	100.00	0.00
Community Corrections									
32	Automation Sub - Installation Labor	3,273.99	3,273.99	0.00	0.00	0.00	3,273.99	100.00	0.00
33	Automation Sub - Material / Peripherals	4,365.33	4,365.33	0.00	0.00	0.00	4,365.33	100.00	0.00
34	Validation / Cx	1,591.33	1,591.33	0.00	0.00	0.00	1,591.33	100.00	0.00
35	ASUB / SE 100% Scope Verification	547.86	547.86	0.00	0.00	0.00	547.86	100.00	0.00
Care Here									
36	Automation Sub - Installation Labor	2,417.49	2,417.49	0.00	0.00	0.00	2,417.49	100.00	0.00
37	Automation Sub - Material / Peripherals	3,223.33	3,223.33	0.00	0.00	0.00	3,223.33	100.00	0.00
38	Validation / Cx	1,210.77	1,210.77	0.00	0.00	0.00	1,210.77	100.00	0.00
39	ASUB / SE 100% Scope Verification	405.96	405.96	0.00	0.00	0.00	405.96	100.00	0.00
LIGHTING & LIGHTING CONTROL									
40	LSUB Site Mobilization	61,586.11	61,586.11	0.00	0.00	0.00	61,586.11	100.00	0.00
Annex 1									
41	Lighting Retrofit - LSUB Labor	73,191.72	73,191.72	0.00	0.00	0.00	73,191.72	100.00	0.00
42	Lighting Retrofit - LSUB Material	92,553.36	92,553.36	0.00	0.00	0.00	92,553.36	100.00	0.00
43	LSUB / SE 100% Scope Verification	18,638.34	18,638.34	0.00	0.00	0.00	18,638.34	100.00	0.00
43	Lighting Credit	0.00	(9,515.00)	0.00	(9,515.00)	0.00	(9,515.00)	100.00	0.00
Annex 2									
44	Lighting Retrofit - LSUB Labor	16,087.17	16,087.17	0.00	0.00	0.00	16,087.17	100.00	0.00
45	Lighting Retrofit - LSUB Material	20,077.74	20,077.74	0.00	0.00	0.00	20,077.74	100.00	0.00
46	LSUB / SE 100% Scope Verification	4,019.43	4,019.43	0.00	0.00	0.00	4,019.43	100.00	0.00
Annex 3									
47	Lighting Retrofit - LSUB Labor	2,112.84	2,112.84	0.00	0.00	0.00	2,112.84	100.00	0.00
48	Lighting Retrofit - LSUB Material	2,770.28	2,770.28	0.00	0.00	0.00	2,770.28	100.00	0.00
48	LSUB / SE 100% Scope Verification	542.33	542.33	0.00	0.00	0.00	542.33	100.00	0.00

Care Here									
50	Lighting Retrofit - LSUB Labor	2,288.11	2,288.11	0.00	0.00	2,288.11	100.00	0.00	0.00
51	Lighting Retrofit - LSUB Material	2,648.88	2,648.88	0.00	0.00	2,648.88	100.00	0.00	0.00
52	LSUB / SE 100% Scope Verification	488.51	488.51	0.00	0.00	488.51	100.00	0.00	0.00
Carnegie									
53	Lighting Retrofit - LSUB Labor	4,425.45	4,425.45	0.00	0.00	4,425.45	100.00	0.00	0.00
54	Lighting Retrofit - LSUB Material	5,340.36	5,340.36	0.00	0.00	5,340.36	100.00	0.00	0.00
55	LSUB / SE 100% Scope Verification	1,085.09	1,085.09	0.00	0.00	1,085.09	100.00	0.00	0.00
Community Corrections									
56	Lighting Retrofit - LSUB Labor	6,184.97	6,184.97	0.00	0.00	6,184.97	100.00	0.00	0.00
57	Lighting Retrofit - LSUB Material	8,775.13	8,775.13	0.00	0.00	8,775.13	100.00	0.00	0.00
58	LSUB / SE 100% Scope Verification	1,475.62	1,475.62	0.00	0.00	1,475.62	100.00	0.00	0.00
County Parking Garage									
59	Lighting Retrofit - LSUB Labor	32,007.55	32,007.55	0.00	0.00	32,007.55	100.00	0.00	0.00
60	Lighting Retrofit - LSUB Material	40,008.84	40,008.84	0.00	0.00	40,008.84	100.00	0.00	0.00
61	LSUB / SE 100% Scope Verification	8,001.27	8,001.27	0.00	0.00	8,001.27	100.00	0.00	0.00
Courthouse									
62	Lighting Retrofit - LSUB Labor	37,574.19	37,574.19	0.00	0.00	37,574.19	100.00	0.00	0.00
63	Lighting Retrofit - LSUB Material	48,987.58	48,987.58	0.00	0.00	48,987.58	100.00	0.00	0.00
64	LSUB / SE 100% Scope Verification	9,393.28	9,393.28	0.00	0.00	9,393.28	100.00	0.00	0.00
Jail 1									
65	Lighting Retrofit - LSUB Labor	75,148.88	75,148.88	0.00	0.00	75,148.88	100.00	0.00	0.00
66	Lighting Retrofit - LSUB Material	93,935.44	93,935.44	0.00	0.00	93,935.44	100.00	0.00	0.00
67	LSUB / SE 100% Scope Verification	18,787.21	18,787.21	0.00	0.00	18,787.21	100.00	0.00	0.00
Probate Revenue									
68	Lighting Retrofit - LSUB Labor	4,742.59	4,742.59	0.00	0.00	4,742.59	100.00	0.00	0.00
69	Lighting Retrofit - LSUB Material	6,775.13	6,775.13	0.00	0.00	6,775.13	100.00	0.00	0.00
70	LSUB / SE 100% Scope Verification	1,227.89	1,227.89	0.00	0.00	1,227.89	100.00	0.00	0.00
WATER RETROFIT									
71	WSUB Site Mobilization	37,080.33	37,080.33	0.00	0.00	37,080.33	100.00	0.00	0.00
Annex 1									
72	Water Retrofit - WSUB Labor	18,638.35	18,638.35	0.00	0.00	18,638.35	100.00	0.00	0.00
73	Water Retrofit - WSUB Material	23,297.93	23,297.93	0.00	0.00	23,297.93	100.00	0.00	0.00
74	WSUB / SE 100% Scope Verification	4,659.59	4,659.59	0.00	0.00	4,659.59	100.00	0.00	0.00
Courthouse/Jail									
75	Water Retrofit - WSUB Labor	46,987.27	46,987.27	0.00	0.00	46,987.27	100.00	0.00	0.00
76	Water Retrofit - WSUB Material	58,709.08	58,709.08	0.00	0.00	58,709.08	100.00	0.00	0.00
77	WSUB / SE 100% Scope Verification	11,741.82	11,741.82	0.00	0.00	11,741.82	100.00	0.00	0.00
MECHANICAL									
78	MSUB Site Mobilization	121,465.88	121,465.88	0.00	0.00	121,465.88	100.00	0.00	0.00

Annex 1 Steam to Hot Water Conversion									
79	Demo Existing Boilers	15,632.11	15,632.11	0.00	0.00	15,632.11	100.00	0.00	0.00
80	Demo Existing Boilers	11,241.74	11,241.74	0.00	0.00	11,241.74	100.00	0.00	0.00
82	Install New Condensing Gas Boilers - MSUB Labor	24,147.33	24,147.33	0.00	0.00	24,147.33	100.00	0.00	0.00
83	Install New Condensing Gas Boilers - MSUB Material	38,697.24	38,697.24	0.00	0.00	38,697.24	100.00	0.00	0.00
84	Install New Domestic Hot Water Heaters - MSUB Labor	19,654.69	19,654.69	0.00	0.00	19,654.69	100.00	0.00	0.00
85	Install New Domestic Hot Water Heaters - MSUB Material	28,354.27	28,354.27	0.00	0.00	28,354.27	100.00	0.00	0.00
86	Install New Heating Hot Water Pumps - MSUB Labor	13,965.35	13,965.35	0.00	0.00	13,965.35	100.00	0.00	0.00
87	Install New Heating Hot Water Pumps - MSUB Material	16,754.19	16,754.19	0.00	0.00	16,754.19	100.00	0.00	0.00
88	Install New Heating Hot Water Piping - MSUB Labor	11,756.69	11,756.69	0.00	0.00	11,756.69	100.00	0.00	0.00
89	Install New Heating Hot Water Piping - MSUB Material	16,874.62	16,874.62	0.00	0.00	16,874.62	100.00	0.00	0.00
70	Install New Domestic Hot Water Piping - MSUB Labor	9,875.85	9,875.85	0.00	0.00	9,875.85	100.00	0.00	0.00
71	Install New Domestic Hot Water Piping - MSUB Material	14,856.76	14,856.76	0.00	0.00	14,856.76	100.00	0.00	0.00
72	Install New Expansion Tank - MSUB Labor	4,421.79	4,421.79	0.00	0.00	4,421.79	100.00	0.00	0.00
73	Install New Expansion Tank - MSUB Material	6,138.55	6,138.55	0.00	0.00	6,138.55	100.00	0.00	0.00
74	Install New Gas Piping - MSUB Labor	19,842.21	19,842.21	0.00	0.00	19,842.21	100.00	0.00	0.00
75	Install New Gas Piping - MSUB Material	22,894.47	22,894.47	0.00	0.00	22,894.47	100.00	0.00	0.00
76	Install New Secondary Heating HW Pumps - MSUB Labor	11,395.44	11,395.44	0.00	0.00	11,395.44	100.00	0.00	0.00
77	Install New Secondary Heating HW Pumps - MSUB Material	15,874.15	15,874.15	0.00	0.00	15,874.15	100.00	0.00	0.00
78	Flush and Fill Water Treatment	14,356.10	14,356.10	0.00	0.00	14,356.10	100.00	0.00	0.00
79	Mechanical Equipment Performance Test	16,951.01	16,951.01	0.00	0.00	16,951.01	100.00	0.00	0.00
Courthouse/Jail Steam to Hot Water Conversion									
80	Demo Existing Boilers	29,563.21	29,563.21	0.00	0.00	29,563.21	100.00	0.00	0.00
81	Demo Existing Boilers	23,456.02	23,456.02	0.00	0.00	23,456.02	100.00	0.00	0.00
82	Install New Condensing Gas Boilers - MSUB Labor	45,157.03	45,157.03	0.00	0.00	45,157.03	100.00	0.00	0.00
83	Install New Condensing Gas Boilers - MSUB Material	64,875.54	64,875.54	0.00	0.00	64,875.54	100.00	0.00	0.00
84	Install New HE Domestic Hot Water Heaters - MSUB Labor	36,013.06	36,013.06	0.00	0.00	36,013.06	100.00	0.00	0.00
85	Install New HE Domestic Hot Water Heaters - MSUB Material	51,711.49	51,711.49	0.00	0.00	51,711.49	100.00	0.00	0.00
86	Install New Heating Hot Water Pumps - MSUB Labor	26,912.08	26,912.08	0.00	0.00	26,912.08	100.00	0.00	0.00
87	Install New Heating Hot Water Pumps - MSUB Material	31,864.12	31,864.12	0.00	0.00	31,864.12	100.00	0.00	0.00
88	Install New Heating Hot Water Piping - MSUB Labor	23,416.73	23,416.73	0.00	0.00	23,416.73	100.00	0.00	0.00
89	Install New Heating Hot Water Piping - MSUB Material	32,846.09	32,846.09	0.00	0.00	32,846.09	100.00	0.00	0.00
91	Install New Domestic Hot Water Piping - MSUB Labor	18,522.17	18,522.17	0.00	0.00	18,522.17	100.00	0.00	0.00
92	Install New Domestic Hot Water Piping - MSUB Material	24,849.75	24,849.75	0.00	0.00	24,849.75	100.00	0.00	0.00
93	Install New Expansion Tank - MSUB Labor	7,645.19	7,645.19	0.00	0.00	7,645.19	100.00	0.00	0.00
94	Install New Expansion Tank - MSUB Material	11,765.04	11,765.04	0.00	0.00	11,765.04	100.00	0.00	0.00
95	Install New Gas Piping - MSUB Labor	37,846.70	37,846.70	0.00	0.00	37,846.70	100.00	0.00	0.00
96	Install New Gas Piping - MSUB Material	42,687.91	42,687.91	0.00	0.00	42,687.91	100.00	0.00	0.00
97	Install New Secondary Heating HW Pumps - MSUB Labor	20,469.28	20,469.28	0.00	0.00	20,469.28	100.00	0.00	0.00
98	Install New Secondary Heating HW Pumps - MSUB Material	27,119.66	27,119.66	0.00	0.00	27,119.66	100.00	0.00	0.00
99	Flush and Fill Water Treatment	17,562.19	17,562.19	0.00	0.00	17,562.19	100.00	0.00	0.00
100	Mechanical Equipment Performance Test	21,768.61	21,768.61	0.00	0.00	21,768.61	100.00	0.00	0.00
Annex 1 Break Room Receptacle Modifications									
101	Install New Dedicated Circuits - MSUB Labor	769.22	769.22	0.00	0.00	769.22	100.00	0.00	0.00
102	Install New Dedicated Circuits - MSUB Material	954.33	954.33	0.00	0.00	954.33	100.00	0.00	0.00
103	MSUB / SE 100% Scope Verification	9,875.37	9,875.37	0.00	0.00	9,875.37	100.00	0.00	0.00
TOTAL		4,407,421.00	4,402,476.62	4,944.39	0.00	4,407,421.01	100.00	0.00	0.00

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

SEP - 3 2013

August 29, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Reallocation from Clerk Typist II to Customer Service Clerk

During the August 19, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Customer Service Clerk on the next agenda for the Revenue Commissioner's Office.

After research by Finance Director Sherrill Thomas and her discussion with Revenue Commissioner Buskey, I recommend that the Commission consider a position reallocation from Clerk Typist II to Customer Service Clerk, Position Number 800016001 and related Position Fill Request.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

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 **Customer Service Clerk**

POSITION NUMBER **800-016-001**

PROPOSED EFFECTIVE DATE **September 2, 2013**

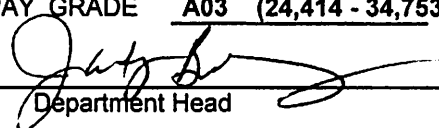
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414 - 34,753) - S1**



Department Head

Date **8/14/2013**

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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Agenda

SEP - 3 2013

August 27, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Revenue Commissioner's Office

During the August 19, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Revenue Commissioner's Office:

1. Clerk III, Position Number 800003014
2. Customer Service Clerk, Position Number 800016015
3. Customer Service Clerk, Position Number 800016019

I am requesting approval of these items.

DLM/tn

Attachments

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

COMPLETED ACTION DATES

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

1 POSITION TITLE Clerk III

POSITION NUMBER 800003014

PROPOSED EFFECTIVE DATE September 2, 2013

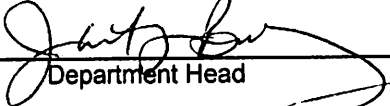
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A04 (27,401 - 39,005) S1


Department Head

Date 8/14/2013

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

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 **Customer Service Clerk**

POSITION NUMBER **800016015**

PROPOSED EFFECTIVE DATE **September 2, 2013**

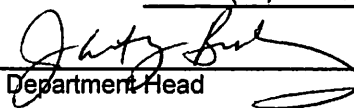
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414 - 34,753) \$1**


Department Head

Date **8/14/2013**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

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 **Customer Service Clerk**

POSITION NUMBER **800 - 016 - 019**

PROPOSED EFFECTIVE DATE **September 2, 2013**

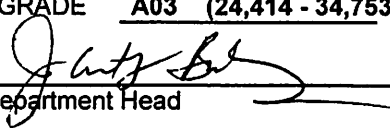
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414 - 34,753) - S1**


Department Head

Date **8/14/2013**

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

SEP - 3 2013

Date: August 27, 2013
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 20, 2013 Return Date: September 20, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: ASCPA Annual Financial Accounting and Auditing Conference
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Finance Department Fund Name: General

Additional Comments: _____

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

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$1,586.62</u>	
Budget Available:	<u>\$1,413.38</u>	
Current Requests:	<u>\$275.00</u>	
Budget Balance:	<u>\$1,138.38</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/27/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

SEP - 3 2013

Date: August 26, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, Ala.
Departure Date: Sept. 9, 2013 Return Date: Sept. 11, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend Department of Corrections PREA Training

Traveler (s) Name: 1. Brandi Alexander 4. Beverly Riddle Wise
2. Patricia Boyd 5. _____
3. Kenneth Arnold 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: This is critical training needed for compliance with new Prison Rape Elimination Act (PREA)at the DOC Academy

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the approximate amount of \$250.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,901.20</u>	
Budget Available:	<u>\$12,098.80</u>	
Current Requests:	<u>\$5,450.00</u>	
Budget Balance:	<u>\$6,648.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/26/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Agenda

SEP - 3 2013

Date: August 21, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Al.
Departure Date: August 30, 2013 Return Date: August 30, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Hillcrest Hospital training session on "Adolescent & Self-Injurious Behavior"

Traveler (s) Name: 1. Linda Parsley - Engle 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$15.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$15.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$2,687.00</u>
Budget Available:	<u>\$2,313.00</u>
Current Requests:	<u>\$15.00</u>
Budget Balance:	<u>\$2,298.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/22/2013

cc: Finance Director / Buyer

Appendix C

SEP - 3 2013

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Date: August 26, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Agenda

SEP - 3 2013

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL

Departure Date: October 23, 2013 Return Date: October 25, 2013

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend AL Society of Professional Land Surveyors Forty-Seventh Surveying and Mapping Conference

Traveler (s) Name: 1. George C. Speake 4. _____
2. Michael M. Harmon 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$690.00 Advance Registration Required: \$690.00

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

Additional Comments: _____
All expense will be paid from the 2014 Budget.

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the approximate amount of \$690.00 and advance registration of \$690.00 is authorized.

To be completed by the Finance Department

Fund Code: 111-53600.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$6,500.00

Approved Requests: \$6,206.00

Budget Available: \$294.00

Current Requests: \$0.00

Budget Balance: \$294.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/26/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

SEP - 3 2013

Date: August 21, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 26, 2013 Return Date: September 26, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: AUM Fall Career Fair

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: PLEASE USE ACCOUNT NUMBER 123-51961-190 RECRUITING

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961.190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$300.00</u>	
Budget Available:	<u>\$2,700.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$2,600.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/21/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

SEP - 3 2013

Date: August 21, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 4, 2013 Return Date: October 4, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: ASU Fall Career Fair

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: PLEASE USE ACCOUNT NUMBER 123-51961-190 RECRUITING

Expense will be paid from the 2014 Budget

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961.190</u> (ex: 000-00000-000)
Description:	<u>Recruiting</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$300.00</u>
Budget Available:	<u>\$2,700.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$2,600.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/21/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda
SEP - 3 2013

Date: August 21, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 3, 2013 Return Date: October 3, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2013 Maxwell Employment Expo

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 123-51961.190 (ex: 000-00000-000)
Description: Recruiting
Current Budget: \$3,000.00
Approved Requests: \$300.00
Budget Available: \$2,700.00
Current Requests: \$100.00
Budget Balance: \$2,600.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/21/2013

cc: Finance Director / Buyer

15-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda
SEP - 3 2013

Date: August 29, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Troy University in Montgomery
Departure Date: September 5, 2013 Return Date: September 5, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Mental Health Summit Conference

Traveler (s) Name: 1. Paul Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,650.00</u>
Approved Requests:	<u>\$12,138.25</u>
Budget Available:	<u>\$511.75</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$511.75</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/29/2013

cc: Finance Director / Buyer

15-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 62

Date: August 26, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Agenda

SEP - 3 2013

Request approval to be granted for the following:

Destination: Florence, AL
Departure Date: September 18, 2013 Return Date: September 20, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: ADAA Legislative Meeting

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

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

Total (est.) Cost: \$780.00 Advance Registration Required: \$150.00

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

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

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$780.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$45,000.00
Approved Requests: \$43,841.71
Budget Available: \$1,158.29
Current Requests: \$780.00
Budget Balance: \$378.29

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/26/2013

cc: Finance Director / Buyer

15-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 64

Agenda

SEP - 3 2013

Date: August 28, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: September 6, 2013 Return Date: September 6, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Criminal Code Meeting

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

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$0.00

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

Additional Comments: Ms Brooks Would Like the Option of Using Either Vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 09/03/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$43,841.71</u>	
Budget Available:	<u>\$1,158.29</u>	
Current Requests:	<u>\$905.00</u>	
Budget Balance:	<u>\$253.29</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/29/2013

cc: Finance Director / Buyer

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