

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

SEPTEMBER 8, 2015

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Walker

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Sheriff Derrick Cunningham and Finance Director Sherrill Thomas
Juvenile Court Administrator Bruce R. Howell
Executive Director Barbara Hopkins, Board Chairman Jay Thompson and Board Member
Regina Meadows with Neighbors In Christ
Architect John Chambless with Chambless King Architects
Director of Risk Management Scott Kramer

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Hall

Pledge of Allegiance Led By Commissioner Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of August 17, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Resolution Honoring the Memory of Mrs. Beverly Ross

NEW BUSINESS:

1. Presentation of Proposed 2015-2016 Operating Budget, Construction Programs Budget, and Emergency Management Communications District Board Budget for Review and Comments
2. Consider Proposal for Applied Technical Consulting Services with Hixson Consultants, Inc., Regarding Courthouse and Jail Weatherization, County Commission
3. Consider Amendment Number 2 to Contract with Hanson Pipe & Precast Regarding Concrete Pipe, Contract Number 53000-13B-030, Engineering Department
4. Consider Amendment Number 2 to Contract with J. Wright's Automotive Service Regarding Oil and Tire Rotation Service, Contract Number 52110-13B-027, Sheriff's Office
5. Consider Change Order Number 2 to the Agreement with Stallings & Sons, Inc., Regarding Renovations to the Circuit Clerk Teller Lines at the Montgomery County Courthouse, County Commission
6. Consider to Recognize and Deny Claim Filed by Alexis Huth, County Commission
7. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
8. Consider Bid Award and Lease Agreement with ASE Cakes and Catering, LLC Regarding Cafeteria Area on the Second Floor of the Montgomery County Administration Building and Courthouse Annex I, County Commission
9. Consider Bid Award for Dishwasher Replacement and Associated Repairs at the Montgomery County Detention Facility, PH&J Number 1208-GVM, County Commission
10. Consider Bid Award for Courthouse and Montgomery County Detention Facility Weatherization, PH&J Number 1208-GVH, County Commission

11. Consider Final Payment to Bear Brothers, Inc., Regarding Probate/Revenue Office West Restroom Addition, County Commission
12. Consider Budget Change Request Number 43 for \$15,000 to Central Alabama Regional Planning and Development Commission, for Weatherization Program, County Commission Appropriations
13. Consider Authorization of the Final 1/3 Adjustment Recommended in the 2015 County Classification and Pay Study, which Implements All Market Adjustments to the Montgomery County Pay Plan, Effective October 1, 2015, County Commission
14. Consider Position Fill Requests – Detention Facility (6)
 1. Corrections Officer Corporal, Position Number 6
 2. Corrections Officer Corporal, Position Number to Be Determined
 3. Corrections Officer Lieutenant, Position Number 156
 4. Corrections Officer Sergeant, Position Number to Be Determined
 5. Corrections Officer Trainee/Corrections Officer, Position Number to Be Determined
 6. Corrections Officer Trainee/Corrections Officer, Position Number to Be Determined
15. Consider Position Fill Request for County Road Equipment Operator III, Position Number 660553009, Engineering Department
16. Consider Travel/Training Requests (4)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Personnel Director Carmen Douglas
Administrative Assistant Rhonda B. Cape with the District Attorney's Office

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 8, 2015

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 21, 2015

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 5, 2015

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 12, 2015

County Holiday (Columbus Day)

OCTOBER 19, 2015

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 Appraiser II's – Appraisal Department
Fill action continues for 1 IT Technician – Information Systems
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Community Corrections Technician – Community Corrections
Fill action continues for 31 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 2 Clerk II's – Detention Facility
Fill action continues for 3 Maintenance Mechanics – Detention Facility
Fill action continues for 1 Stores Clerk I – Detention Facility
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 2 Investigator I's – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 1 Traffic Control Technician I – Engineering Department
Fill action continues for 1 CREO I – Engineering Department
Fill action continues for 3 CREO III's – Engineering Department
Fill action continues for 1 Payroll & Benefits Assistant – Finance Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 1 Personnel Associate – Personnel Department
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisors – Probate Judge's Office
Fill action continues for 1 County Archivist – Probate Judge's Office
Fill action continues for 1 Clerk III – Sheriff's Office
Fill action continues for 2 Court Security Officer's – Sheriff's Office
Fill action continues for 2 Clerk Typist II's – Sheriff's Office
Fill action continues for 2 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Deputy Sheriff / Deputy Sheriff Trainees – Sheriff's Office
Fill action continues for 2 Public Safety Communication Operator – Sheriff's Office
Fill action continues for 1 Records & Identification Clerk – Sheriff's Office
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officers – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

September 8, 2015

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-14-15

Check Number	To	Check Number
254836		254897
Total Checks Paid		\$597,514.17

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

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-14-15

Check Number	To	Check Number
254898		254966
Total Checks Paid		\$114,587.50

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

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-21-15

Check Number	To	Check Number
254967		255024
Total Checks Paid		\$355,735.26

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

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-20-15

Check Number	To	Check Number
255025		255077
Total Checks Paid		\$105,059.17

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

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-28-15

Check Number	To	Check Number
255078		255139
Total Checks Paid		\$469,841.73

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

AGENDA

SEP - 8 2015

9-8-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-28-15

Check Number	To	Check Number
255140		255235
Total Checks Paid		\$754,970.98

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
8/21/15

9/8/15 Meeting

AGENDA

SEP - 8 2015

Payroll Check Number	123636	To	Payroll Check Number	123710	\$ 49,304.10
Direct Deposits					\$ 814,908.72
Payroll Check Number	123711	To	Payroll Check Number	123736	\$ 243,754.42
Direct Deposits					\$ 353,481.78
Federal Deposits					\$ 311,471.31
Total Payroll Paid					\$ 1,772,920.33

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

9/8/15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA

SEP - 8 2015

CHECKS ARE DATED
9/4/15

Payroll Check Number	123737	To	Payroll Check Number	123811	\$ 49,058.48
Direct Deposits					\$ 815,064.64
Payroll Check Number	123812	To	Payroll Check Number	123837	\$ 243,346.38
Direct Deposits					\$ 353,643.50
Federal Deposits					\$ 311,435.42
Total Payroll Paid					\$ 1,772,548.42

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

RESOLUTION

WHEREAS; Mrs. Beverly Ross, a lifelong resident of Montgomery, Alabama, and a dedicated and respected member of the Montgomery County Board of Education, passed away on August 19, 2015; and

WHEREAS, Mrs. Ross was an outspoken advocate for children, devoting much of her life to public service and efforts to expand learning and career opportunities for kindergarten through twelfth grade students and adult learners; and

WHEREAS, Mrs. Ross was first elected to the Montgomery County Board of Education in 2004, and was re-elected in 2010, serving as board president from 2008-2010. During her years of service, the board opened Montgomery Technical Education Center (now MPACT Center) and the first-ever Pre-K Center; Loveless Academic Magnet, Johnnie Carr Middle and MacMillan International were approved as International Baccalaureate Program schools; Pre-Advanced Placement classes were added in all middle schools; four schools were opened or renovated; the district's Employee Assistance Program was initiated; and the school district received accreditation for the first time in its history; and

WHEREAS, In her roles as school board member and as dean of students at Trenholm State Community College, she impacted the lives of countless students across the River Region in a positive, meaningful way; and

WHEREAS, A graduate of Alabama State University, Mrs. Ross received numerous awards during her lifetime for her community service including the Legacy of Service Award from the Beta Nu Omega Chapter Alpha Kappa Alpha Sorority; Girl Scouts Women of Distinction Recipient; Montgomery Advertiser's Women of Achievement, American Red Cross Irma Bentley Moore Volunteer of the Year and the Distinguished Service Award from the Office of Financial Development and the River Region United Way Alexis de Tocqueville Society Award; and

WHEREAS, Mrs. Ross also served admirably in several leadership capacities for many non-profit organizations such as the Montgomery Alumnae Chapter of Delta Sigma Theta Sorority, Inc., BONDS (Building Our Neighborhoods for Development and Success), Girl Scouts of South Central Alabama; American Red Cross of Central Alabama, Montgomery Symphony Orchestra, Leadership Montgomery, River Region United Way, Montgomery Rotary Club and Empowering Communities and Helping Ourselves (ECHO),

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Mrs. Beverly Ross, acknowledge her many contributions to Montgomery County and its citizens, and express our condolences to her family.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 8th day of September, 2015.

SEP - 8 2015

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2015 to September 30, 2016**

Presented September 8, 2015

**Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Andrew D. Hall, Member
Ronda M. Walker, Member
Jiles Williams, Jr., Member**

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

ANNUAL BUDGET 2015-2016

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
2015 - 2016 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 73,195,478	\$ 73,195,478
Emergency Fund	20,000	20,000
Workers' Compensation Fund	346,800	346,800
Health Trust Fund	11,630,000	11,630,000
R.E. Life Ins. Fund	80,000	80,000
Liability Fund	596,000	596,000
Gasoline Tax Fund	9,626,004	9,626,004
Public Buildings/Roads/Bridges Fund	6,270,000	8,453,394
Public Highways & Traffic Fund	469,000	500,000
Capital Improvement	805,000	3,000,000
RRR Gasoline Tax Fund	1,877,500	3,620,000
Severed Material Tax Fund	141,000	141,000
Appraisal Fund	3,148,555	3,148,555
Merit System Fund	1,173,164	1,246,164
Community Corrections	881,288	881,288
Grant Fund	999,647	999,647
G.O. Warrants - 2007 Fund	3,599,162	3,599,162
G.O. Warrants - 2010 Fund	1,248,400	1,248,400
Less: Fund transfer elimination	<u>(14,376,816)</u>	<u>(14,376,816)</u>
TOTAL	\$ 101,730,182	\$ 107,955,076
ADD: BUDGETARY FUND BALANCE		
Public Buildings/Roads/Bridges Fund	2,183,394	
Public Highway and Traffic Fund	31,000	
Capital Improvement Fund	2,195,000	
RRR Gasoline Tax Fund	1,742,500	
Merit System Fund	73,000	
TOTAL BUDGETARY FUND BALANCE	6,224,894	
TOTAL PROPOSED BUDGET	\$ 107,955,076	\$ 107,955,076

Funds included in budget:
 General Fund
 Special Revenue Funds
 Debt Service Funds

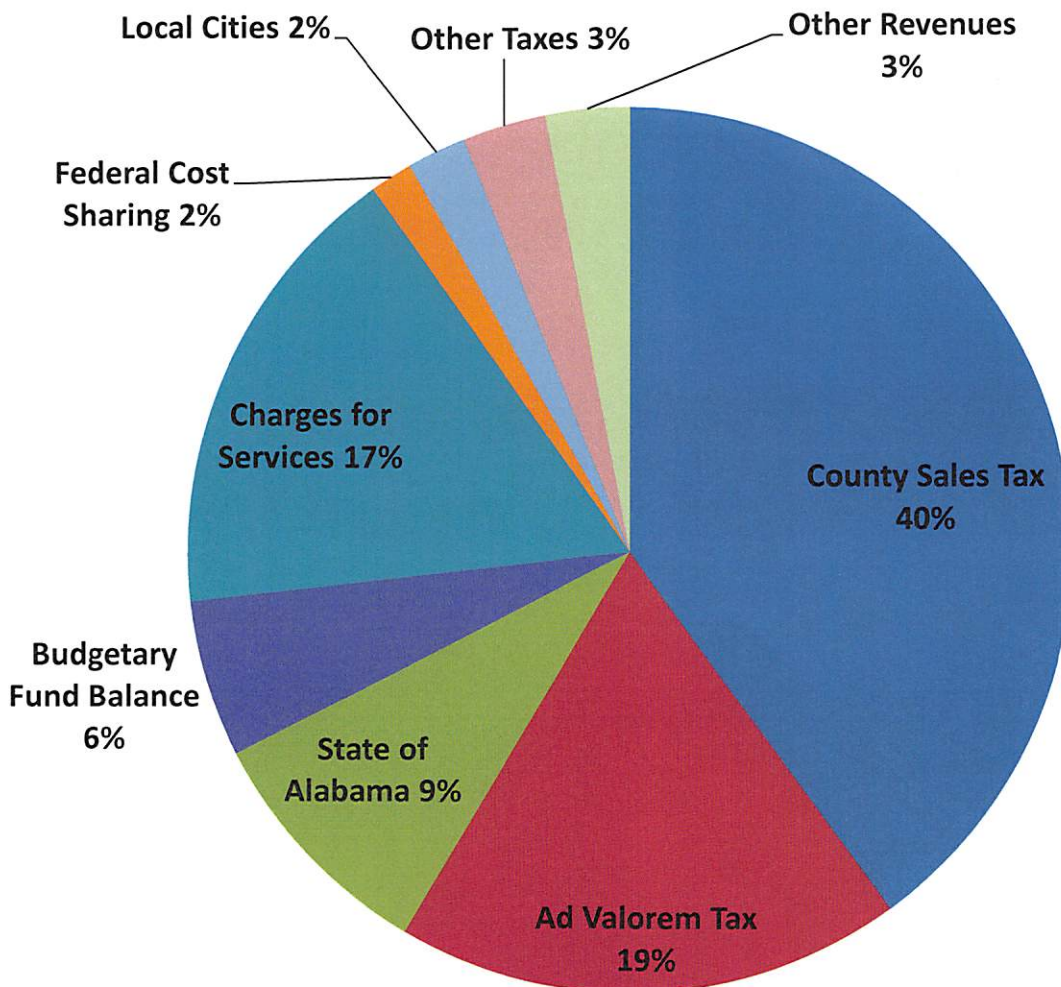
**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program 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

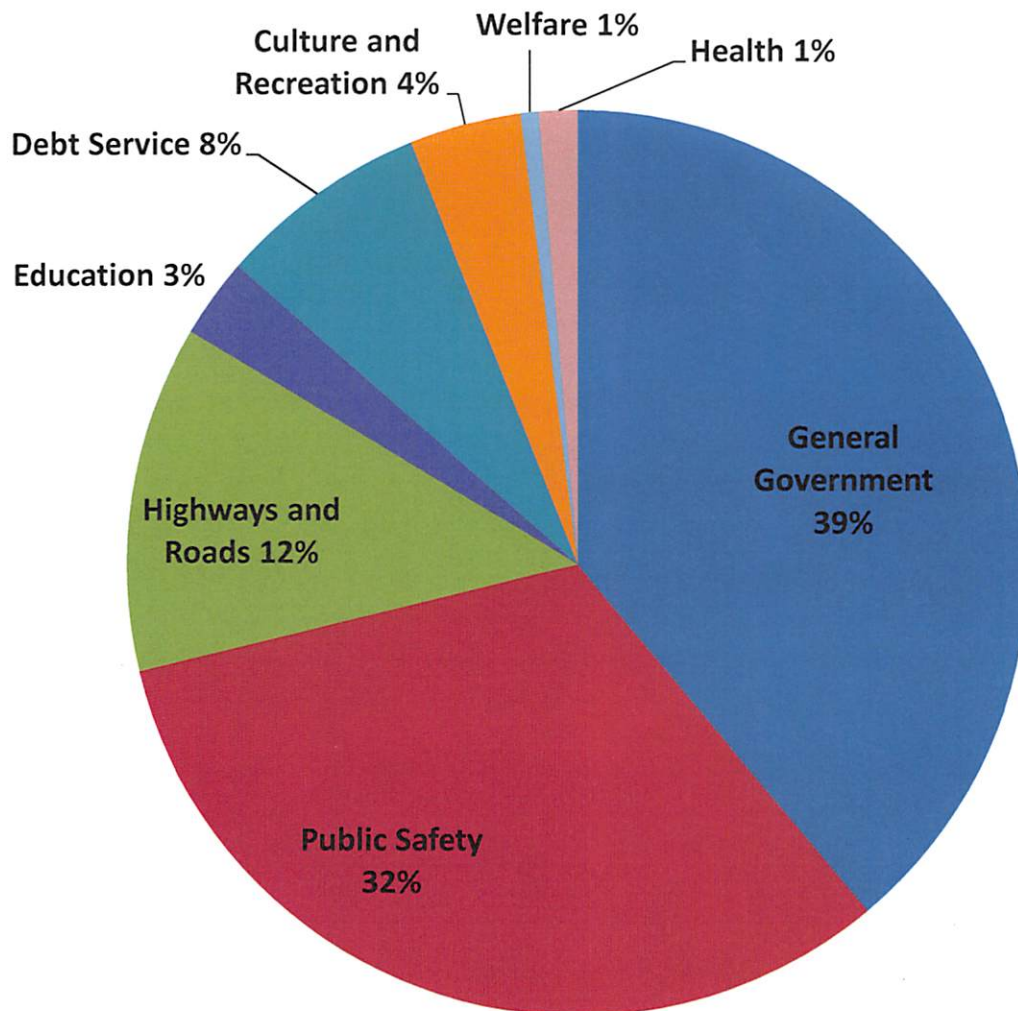
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2015-2016

Type	Percentage	Total
County Sales Tax	40%	\$ 43,100,000
Ad Valorem Tax	19%	20,018,929
State of Alabama	9%	9,698,550
Budgetary Fund Balance	6%	6,224,894
Charges for Services	17%	18,268,600
Federal Cost Sharing	2%	1,674,102
Local Cities	2%	2,339,823
Other Taxes	3%	3,315,000
Other Revenues	3%	3,315,178
Miscellaneous		1,912,849
Interest		77,500
Licenses and Permits		579,200
Board of Education		710,629
Fines and Forfeitures		35,000
	100%	\$ 107,955,076



**Montgomery County Commission
Appropriations
2015-2016**

Type	Percentage	Total
General Government	39%	\$ 41,948,593
Public Safety	32%	34,917,919
Highways and Roads	12%	13,387,004
Education	3%	3,066,495
Debt Service	8%	8,131,086
Culture and Recreation	4%	4,322,295
Welfare	1%	690,050
Health	1%	1,491,634
	100%	\$ 107,955,076



**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

MONTGOMERY COUNTY COMMISSION

2015 - 2016 BUDGET

GENERAL FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	12,775,000
County Sales Tax		43,100,000
Salaries for Revenue Commissioner		260,000
County Beer Tax		150,000
County Wine Tax		5,000
Lodging Tax		2,500,000
Other Tax		660,000
TOTAL TAXES		<u>59,450,000</u>

LICENSE & PERMITS

495,200

INTERGOVERNMENTAL

State Shared Revenue	1,722,890
State Cost Sharing Revenue	1,750,937
Federal Cost Sharing	1,154,102
Local Government Cost Sharing	272,000
TOTAL INTERGOVERNMENTAL	<u>4,899,929</u>

CHARGES FOR SERVICES

Court Fees	1,453,000
Fees & Commissions - Public Officials	3,868,200
Other Fees & Charges	80,800
TOTAL CHARGES FOR SERVICES	<u>5,402,000</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	6,500
Sales & Rentals	585,849
Other	632,000
TOTAL MISCELLANEOUS	<u>1,224,349</u>

TRANSFERS IN FROM OTHER FUNDS

1,689,000

TOTAL ESTIMATED REVENUES

\$ 73,195,478

MONTGOMERY COUNTY COMMISSION**2015 - 2016 BUDGET****GENERAL FUND****APPROPRIATIONS****GENERAL GOVERNMENT**

County Commission	\$	866,572
Risk Management		230,333
Public Affairs		105,767
Finance Department		511,277
Judges		499,849
Domestic Relations Court		900
Circuit Clerk		26,638
District Clerk		1,400
District Attorney		2,988,854
Pre-Trial/District Attorney		716,499
Court Reporters		173,430
Court Administrators		650
Probate Judge's Office		3,871,412
Revenue Commissioner		1,306,892
Tax and Audit Division		884,452
Support Services		3,247,144
Building Permits		41,280
Election Operating		299,528
Election Administration		385,000
Board of Registrars		277,804
Tax Equalization Board		5,995
Veterans Service Office		700
Forestry Commission		12,150
Central Alabama Opportunities Industrialization Center, Inc.		8,750
Industrial Park Utilities/Maintenance		43,000
Industrial Development		34,000
Information Systems		2,053,079
Contingent		25,000
Unemployment Compensation		15,000
TOTAL GENERAL GOVERNMENT	\$	<u>18,633,355</u>

PUBLIC SAFETY

Sheriff's Office	\$	13,673,689
Montgomery County Detention Facility		16,170,513
Montgomery City-County Emergency Management Agency		109,829
Coroner's Office		117,280
Youth Facility Net of City Funding		2,895,167
Youth Facility - DYS Subsidy		311,923
Youth Facility - DYS Boot Camp		485,500
Crimestoppers		5,000
Montgomery County Association of Volunteer Fire Departments		190,000
TOTAL PUBLIC SAFETY	\$	<u>33,958,901</u>

SANITATION- Transfer Station & Storm Water Permit	\$	<u>147,627</u>
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**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 468,822
Montgomery Area Mental Health Authority	170,000
Family Sunshine Center	31,700
VOCAL	5,000
Animal Shelter	500,000
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,200
Council on Substance Abuse - NCADD	11,700
Mosquito Control	55,367
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,347,539

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	5,000
Joint Public Charity Hospital Board	85,000
Indigent Hospitalization Program	160,563
School to Work/ Summer Apprentice Program	146,773
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 537,187

CULTURE & RECREATION

City - County Library	\$ 2,100,341
Pike Road Library net of Town of Pike Road funding	91,539
Montgomery Museum of Fine Arts	1,523,706
Montgomery County Recreation Board	442,022
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	100,000
TOTAL CULTURE & RECREATION	\$ 4,322,295

MONTGOMERY COUNTY COMMISSION**2015 - 2016 BUDGET****GENERAL FUND****APPROPRIATIONS****EDUCATION**

City/County School Bonds	\$	405,443
Montgomery Education Foundation		45,000
Auburn Extension Service		115,020
Montgomery Internal Medicine Residency Program (UAB)		22,500
Thelma Morris After School Program		25,000
Latchkey		28,040
YMCA Childcare Program		30,000
Character @ Heart		15,000
TOTAL EDUCATION	\$	<u>686,003</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$	1,269,378
In-House Appropriations-Retiree Health & Life Insurance		2,035,100
Reclassification Reserve		(1,720,413)
Montgomery Co Building Authority 2006-2015 Capital Lease Obligation		4,860,585
Montgomery Co Public Education Cooperative District Series 2015 Bonds		1,058,257
Education Debt Service Funding		(1,058,257)
Montgomery Energy Conservation Project 2012 G.O. Warrants		398,587
Montgomery Energy Conservation Project 2014 G.O. Warrants		404,844
Agency Appropriations-General Government Category		891,068
TOTAL CLASSIFIED BY CHARACTER ONLY		<u>8,139,149</u>

TOTAL APPROPRIATIONS	\$	67,772,056
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TRANSFERS

To Community Corrections Fund		363,488
To Merit Fund		212,372
To General Obligation Warrant Debt Service Funds		4,847,562
TOTAL TRANSFERS	\$	<u>5,423,422</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$	<u>73,195,478</u>
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EMERGENCY FUND**ESTIMATED REVENUES****MISCELLANEOUS**

Interest	\$	20,000
TOTAL ESTIMATED REVENUES	\$	<u>20,000</u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$	20,000
TOTAL APPROPRIATIONS	\$	<u>20,000</u>

MONTGOMERY COUNTY COMMISSION

2015 - 2016 BUDGET

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$	340,000
Other reimbursements		4,800
Interest		2,000
TOTAL ESTIMATED REVENUES	\$	<u><u>346,800</u></u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$	346,800
TOTAL APPROPRIATIONS	\$	<u><u>346,800</u></u>

HEALTH INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$	11,627,000
Interest		3,000
TOTAL ESTIMATED REVENUES	\$	<u><u>11,630,000</u></u>

APPROPRIATIONS

Health Care Costs	\$	<u>11,630,000</u>
TOTAL APPROPRIATIONS	\$	<u><u>11,630,000</u></u>

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$	80,000
TOTAL ESTIMATED REVENUES	\$	<u><u>80,000</u></u>

APPROPRIATIONS

Death Benefit Payments	\$	80,000
TOTAL APPROPRIATIONS	\$	<u><u>80,000</u></u>

LIABILITY FUND

ESTIMATED REVENUES

Premiums	\$	587,000
Interest		9,000
TOTAL ESTIMATED REVENUES	\$	<u><u>596,000</u></u>

APPROPRIATIONS

Liability Ins. Costs	\$	596,000
TOTAL APPROPRIATIONS	\$	<u><u>596,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,560,000
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	106,610
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MISCELLANEOUS

Other	<u>95,000</u>
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TOTAL ESTIMATED REVENUES

\$ <u>1,761,610</u>

TRANSFERS

From Public Highway & Traffic Fund	500,000
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From Public Building/Roads/Bridges	<u>7,364,394</u>
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TOTAL TRANSFERS

<u>7,864,394</u>

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ <u><u>9,626,004</u></u>

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,604,160
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District I	1,653,498
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District II	1,868,391
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District III	2,024,587
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County Engineer's Office	1,252,220
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County Shop	744,631
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Bridge Maintenance	473,517
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Environmental Cleanup	<u>5,000</u>
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TOTAL APPROPRIATIONS

\$ <u>9,626,004</u>

TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>9,626,004</u></u>

**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,250,000
----------------	----	-----------

MISCELLANEOUS

Interest		20,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,270,000</u>
---------------------------------	----	------------------

Budgetary Fund Balance		<u>2,183,394</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>8,453,394</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	7,364,394
----------------------	----	-----------

To General Fund		1,089,000
-----------------	--	-----------

TOTAL TRANSFERS	\$	<u>8,453,394</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>8,453,394</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	84,000
-------------------	----	--------

State Shared Revenue		315,000
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Charges for Services		70,000
----------------------	--	--------

TOTAL ESTIMATED REVENUES	\$	<u>469,000</u>
---------------------------------	----	----------------

Budgetary Fund Balance		<u>31,000</u>
-------------------------------	--	---------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
--	----	-----------------------

TRANSFERS

Transfer to Gasoline Tax Fund	\$	500,000
-------------------------------	----	---------

TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
------------------------	----	-----------------------

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	800,000
----------------------	----	---------

Interest		5,000
----------	--	-------

TOTAL ESTIMATED REVENUES	\$	<u>805,000</u>
---------------------------------	----	----------------

Budgetary Fund Balance		<u>2,195,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>3,000,000</u></u>
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APPROPRIATIONS

Buildings Repair and Improvements	\$	3,000,000
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TOTAL APPROPRIATIONS	\$	<u><u>3,000,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 420,000
Petroleum Inspection Fee - Act 84-185	117,000
4 cent Gasoline Tax	877,500
5 cent Gasoline Tax	420,000
Additional excise tax	31,000
TOTAL STATE SHARED REVENUES	\$ 1,865,500

MISCELLANEOUS

Interest	\$ 12,000
----------	-----------

TOTAL ESTIMATED REVENUES

	\$ 1,877,500
--	--------------

Budgetary Fund Balance

	1,742,500
--	-----------

TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

	\$ 3,620,000
--	---------------------

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	3,505,000
TOTAL APPROPRIATIONS	\$ 3,620,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 141,000
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TOTAL ESTIMATED REVENUES

	\$ 141,000
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APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 141,000
TOTAL APPROPRIATIONS	\$ 141,000

APPRAISAL FUND

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 596,966
Montgomery County	733,929
Board of Education	710,629
Local Cities	1,107,031
TOTAL ESTIMATED REVENUES	\$ 3,148,555

APPROPRIATIONS

General Government	\$ 3,148,555
TOTAL APPROPRIATIONS	\$ 3,148,555

**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 960,792
TRANSFERS	
Transfer from General Fund	212,372
Budgetary Fund Balance	<u>73,000</u>
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	<u><u>\$ 1,246,164</u></u>

APPROPRIATIONS	
General Government	\$ <u>1,246,164</u>
TOTAL APPROPRIATIONS	<u><u>\$ 1,246,164</u></u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 360,000
Client Fees	157,800
TOTAL ESTIMATED REVENUES	<u>\$ 517,800</u>
TRANSFERS	
Transfer From General Fund	363,488
TOTAL ESTIMATED REVENUES	<u><u>\$ 881,288</u></u>
APPROPRIATIONS	
Public Safety	\$ <u>881,288</u>
TOTAL APPROPRIATIONS	<u><u>\$ 881,288</u></u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ <u>999,647</u>
TOTAL ESTIMATED REVENUES	<u><u>\$ 999,647</u></u>
APPROPRIATIONS	
Grant Appropriations	\$ 999,647
TOTAL APPROPRIATIONS	<u><u>\$ 999,647</u></u>

**MONTGOMERY COUNTY COMMISSION
2015 - 2016 BUDGET**

GENERAL OBLIGATION WARRANTS 2007/2015 DEBT SERVICE FUND

TRANSFERS

Transfer from General Fund	\$ <u>3,599,162</u>
----------------------------	---------------------

TOTAL TRANSFERS

\$ <u><u>3,599,162</u></u>

APPROPRIATIONS

Principal	\$ 2,150,000
-----------	--------------

Interest	<u>1,449,162</u>
----------	------------------

TOTAL APPROPRIATIONS

\$ <u><u>3,599,162</u></u>

GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS

Transfer from General Fund	\$ <u>1,248,400</u>
----------------------------	---------------------

TOTAL REVENUE AND TRANSFERS

\$ <u><u>1,248,400</u></u>

APPROPRIATIONS

Principal	\$ 790,000
-----------	------------

Interest	<u>458,400</u>
----------	----------------

TOTAL APPROPRIATIONS

\$ <u><u>1,248,400</u></u>

**Montgomery County Commission
Construction Programs Fund**

**2016 Proposed
Budget**

Revenues

Revenue 0

Budgetary Fund Balance 1,100,000

Total Revenues and Budgetary Fund Balance 1,100,000

Expenditures

Department: 51107 - Other Construction Projects

CO - Capital Outlay

524 Additions/Renovations to Bldgs 1,100,000

Department Total: 51107 - Other Construction Projects 1,100,000

Expenditures Total 1,100,000

Fund Revenue & Budgetary Fund Balance 1,100,000

Fund Expenditures 1,100,000

Fund Net 0

**Montgomery County Commission
EMERGENCY MANAGEMENT COMMUNICATION DISTRICT BOARD
2016 PROPOSED BUDGET**

Description		2016 Proposed Budget
<u>Revenues</u>		
MS - Miscellaneous		
47908	Refunds, Reimbursements & Other	637,000
Account Classification Total: MS - Miscellaneous		637,000
Revenues Total		637,000
<u>Expenditures</u>		
SA - Salaries and Benefits		
110	Salaries	67,174
121	Retirement	7,464
122	Health Insurance	7,980
123	Life Insurance	102
124	Social Security	5,140
125	Workers Compensation	672
Account Classification Total: SA - Salaries and Benefits		88,532
SB - Other Payroll and Benefits		
101	Reimbursements for Salaries	290,000
Account Classification Total: SB - Other Payroll and Benefits		290,000
OP - Other Operating		
171	Dues and Membership Fees	250
180	Geographic Information Sys(GIS)	1,200
211	Office Supplies/Minor Equipment	1,000
219	Other Miscellaneous Supplies	1,000
231	Repair & Maintenance Bldgs/Impr	2,000
240	Repair & Main - Software License	30,900
251	Telephone	33,237
255	Cellular Service	19,810
260	Travel - Mileage	4,000
265	Travel - Registration & Training	6,000
273	Surety Bonds	200
499	Administration Expense	18,500
605	Long Term Lease-MCC project-City of Mtgy	140,371
Account Classification Total: OP - Other Operating		258,468
Expenditures Total		637,000
Fund Revenue	Total: 784 - Emergency Mgmt Comm Dist Bd	637,000
Fund Expenditure	Total: 784 - Emergency Mgmt Comm Dist Bd	637,000
Fund Net	Total: 784 - Emergency Mgmt Comm Dist Bd	0

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

SEP - 8 2015

August 12, 2015

MEMORANDUM

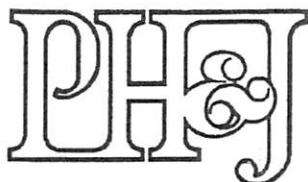
TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Courthouse and Jail Weatherization-Hixson Consultants

Please find attached a proposal for technical consulting services on the Courthouse and jail weatherization project from Hixson Consultants, Inc., in the amount of \$11,600, plus reimbursable expenses. PH&J recommends Hixson's participation to ensure a quality installation of waterproofing materials.

I request that approval of the proposal from Hixson Consultants, Inc., be placed on a future agenda.



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Friday, July 24, 2015

Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Courthouse and Jail Weatherization
PH&J Project # 1208-GVH

Dear Florence,

Enclosed is the proposal from Hixson Consultants, Inc. for construction services on the above referenced project. Their services will include review of product submittal data, participation throughout the construction process with pre-construction conferences, periodic, unannounced inspections and project's final inspection. These services are in addition to our and insuring a quality installation as well as to insure products are being properly handled, installed or applied.

As with the weatherization projects at Annex 1, we would recommend Hixson's participation in this project.

Sincerely,

Patrick T. Addison, AIA

Cc: Donnie Mims, Griff Harris, File



HIXSON

Building Envelope Solutions Team

947 1st Ave West
Alabaster AL 35007

Phone: (205) 663 2220
Fax: (205) 664-5115

July 22, 2015

PROPOSAL FOR APPLIED TECHNICAL CONSULTING SERVICES

Montgomery County Courthouse and Jail Weatherization **For Montgomery County Commission** **Montgomery, Alabama**

Mr. Patrick Addison
PH & J Architects, Inc.
807 South McDonough Street
Montgomery, AL 36104
phjarch@bellsouth.net

The Hixson Consultants, Inc., HCI, Building Envelope Solutions Team appreciates this opportunity to submit our proposal for consulting services for waterproofing and onsite observation including remedial recommendations regarding the Montgomery County Courthouse and Jail Facility. We are submitting our proposal in keeping with your request to assist in applied technical waterproofing recommendations.

BASIC SERVICES OFFERED

- A. Review Submittals and Comment
- B. Conduct Preconstruction Conference at Project Site or PH & J Office in Montgomery, Alabama to Outline Expectations. HCI recommends mandatory attendance of the product Manufacturer Representative, General Contractor Superintendent and Installer Project Foremen as applicable. Includes Report on Conference.
- C. Quality Assurance Site Visits / Four (4) Each Plus Substantial Completion Final Inspection

Qualifications and Limitations of Services

- 1. Printed Architectural Documents, As-builts and Submittals will be provided by the Client or the Client will reimburse HCI for printing costs for print copies.
- 2. All comments made of work installed are presented for information and recommendation only, and are based on our past considerable experience and our desire to facilitate long-term performance with minimal expected maintenance burden to the Building Owners. We do not assume Construction Management or final authority for the means and methods and

Value • Integrity • Experience

Roofing • Waterproofing • Architectural Sheet Metal • Glazing • Wall Systems
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to make changes to the Work or to installers' scope beyond their contract. Our limit of liability for recommendations made by Hixson Consultants, Inc. is the cost of services provided.

3. We will need access to the roof and vertical walls to observe installed products during our site visits. The cost of providing lifts is not included in HCI's pricing.
4. As Building Scientists delivering applied technical consulting services to avoid or solve moisture intrusion issues, we do not practice Construction Management or Engineering. If the services of a CM or Structural Engineer are required, those services would be incurred at an additional cost to our Client.
5. Hixson Consultants, Inc. carries General Liability, Workman's Compensation and E&O insurance.
6. Our Standard Terms and Conditions included apply to this work and all service delivery.

COST OF BASIC SERVICES:

A. Review and Comment on Product Submittals and Methods	\$ 900
B. Conduct and Participate in Preconstruction Conference	\$ 2,000
C. Onsite Quality Assurance Site Visits:	\$ 8,700
- Four (4) Site Visits for Waterproofing Repair Installation Observations @ \$1,700 Each Price includes Concise Report and Captioned Condition Photo Log	
- One (1) Substantial Completion Final Observation Site Visit @ \$1,900	

GRAND TOTAL \$11,600

Unit Costs for Hourly Fees for Basic Services and for Additional Services Requested and Provided:

A. Hixson Consultants, Inc. Personnel:

• Principal	\$175
• Sr. Consultant	\$150
• Infrared Survey	\$135
• Consultant/CAD	\$125
• Building Envelope Specialist	\$100
• Full Time QA	\$ 75
• Clerical	\$ 65

Reimbursable expenses will be invoiced at cost plus 10%. Examples of reimbursable expenses include travel, testing, reprographics such as color photo printing and CDs. Reimbursable expenses are included in the price above.

We will not proceed with work beyond the budgeted amount without prior authorization from our Client. We welcome discussing our services in detail at your convenience. We pledge to you our very best efforts and expertise. Please advise of any questions, comments or suggestions.

Thank you for contacting Hixson Consultants, Inc. and may we continue our valued business relationship with your team?

Respectfully Submitted,
Hixson Consultants, Inc.
Greg L. Cunningham

Greg L. Cunningham

Senior Consultant
Wall Systems, Glazing, and Chamber Water Testing

cc: Ben Hixson, Principal / Tony Wright, Senior Consultant

**HCI will not commence work on this project without a signed agreement.
I have read and agree to the terms and conditions included in this document.**

Agreed to by:

Printed Name

E-mail Address

Signature

Telephone Number

Title

Fax Number

Date

Invoice sent to the attention of:

☐ Same as above

☐ Check here if HCI Invoice may be distributed via e-mail and specify if different from the address above.

Printed Name of Person Authorized for Payment

E-mail Address

Billing Address:

Street or PO Box

Direct Telephone Number

City, State, Zip Code

Fax

**HIKSON CONSULTANTS, INC.
CONSULTING SERVICES TERMS AND CONDITIONS**

I. COMPENSATION

A. Fee compensation to Hixson Consultants, Inc. hereafter also HCI, for Basic Services shall be invoiced monthly based on actual hours expended by HCI at our prevailing rates.

B. The budget amount represents the estimated cost to our Client limited to the Basic Services (excluding any / all reimbursable expenses) as outlined in Section I.A. of the Agreement and is conditional upon all of the terms and conditions stated herein. HCI shall endeavor to provide the Basic Services within the estimated budget and shall also endeavor to notify Client prior to exceeding this budget; however, in all circumstances Client agrees and accepts to compensate HCI for all hours expended in the interest of the project.

C. Reimbursable Expenses are in addition to fee compensation for services and include actual expenditures made / incurred by HCI and / or its agents in the interest of the project and resulting directly from the performance of services under the Agreement. Unless prepaid, reimbursable expenses are invoiced at cost plus 10% and include, but are not limited to:

1. Travel and subsistence.
2. Long distance telephone, cellular telephone use, telex, telecopy.
3. Expense of courier service, shipping, postage and delivery service.
4. Expense of any / all reproduction of drawings, specifications, photographs, calculations, reports, correspondence, expense backup, etc.
5. Fees and expenses of a Registered Professional Consulting Engineer or Registered Architect.
6. Cost of staging, scaffolding, ladders or other equipment.

D. Compensation to HCI for the performance of authorized Additional Services where the scope is defined may be a lump sum amount if mutually agreed upon in advance; and shall be in addition to the Basic Services fee amount or shall be otherwise billed at our prevailing hourly rates.

E. Overtime requested by Client of HCI in an effort to recover and / or to maintain the overall schedule due to slippage by others shall be compensated at 1 ½ times the above rates for time on weekdays and Saturdays and at 2 times the standard hourly rates for Sundays and holidays.

F. Out-of-town travel time is chargeable from scheduled departure time to scheduled return arrival time. Time zone differences will be adjusted to actual hours. Non-travel and after hours time out of town on overnight and / or extended trips are not chargeable.

II. PAYMENT

A. Payment on account of authorized services and / or expenses shall be made monthly in the amount of HCI's monthly invoice for services performed and / or expenses incurred. Payment of HCI's invoices is not contingent upon Client's receipt of funds.

B. Client shall notify HCI in writing within twenty (20) days from the invoice of any incorrect or disputed item on the invoice or such invoice shall be deemed complete and correct and fully due and owing.

C. If this assignment is suspended for more than one (1) month or abandoned in whole or in part, by Client or Third Party, HCI shall promptly be paid its compensation for services performed and expenses incurred prior to receipt of written notice of such suspension or abandonment.

D. Payments are due and payable upon receipt of invoice. Client agrees to pay invoices in a timely manner. On the thirty-fifth (35th) day following invoice date and on each successive thirtieth (30th) day thereafter, a late charge in the amount of one and one-half percent (1.50 %) may be added to and become due on all unpaid principal amounts due. Finance charges accrue from the original date of the invoice. Payment received will first be applied to any accrued late fees and then to the balance of the original invoice(s).

E. In the event that payment is not made, the Client agrees to pay all collection costs and expenses incurred by HCI to collect the amount due including a reasonable attorney's fee whether or not suit is instituted.

III. GENERAL PROVISIONS

A. Record of expenses and hourly rate based services performed will be kept on the basis of General Accepted Accounting Principles (GAAP) and will be available to Client in HCI's office during normal business hours.

B. Reports, photos, specifications, drawings, calculations and related documents prepared by HCI are for the exclusive use by Client for this project. Client's and HCI's responsibility and liability with respect to these drawings and documents are limited solely to this project.

C. This agreement may be terminated by either party upon seven (7) days written notice should the other party substantially fail to perform in accordance with its provisions through no substantial fault of the other. In the event of termination, HCI shall promptly be paid its compensation for services performed to termination date, including reimbursable expenses, in full. Upon receipt by HCI of said payment in full, HCI shall deliver to Client one reproducible copy of documents prepared by HCI to termination date. HCI shall have no responsibility whatsoever for subsequent changes or additions and / or for use of these documents by Client and / or by others.

D. Client agrees that HCI is entitled to rely on it exclusively for the accuracy and timeliness of information it provides HCI with respect to the project, unless HCI knows or has reason to believe such information is in error. Client shall provide HCI with drawings, specifications, reports, field

measurements, surveys, warranty coverage, leak history and any other requested data that may be obtainable in order for HCI to perform its services.

E. HCI is providing only technical consulting services in an advisory capacity under this Agreement and is not providing (nor profiting from) any products, materials, shop fabrication and / or field installation. It is understood and agreed that the final responsibility for checking and verifying the accuracy of and for use of all documents / recommendations provided by HCI under this Agreement is and shall remain solely with Client.

F. The total extent of responsibility and liability for any and all errors and / or omissions by HCI in work provided under this Agreement shall be limited to correcting any such document errors and / or omissions in our part of the work. Client agrees and accepts that it is prohibited as a condition of this Agreement from making deductions or "backcharging" HCI's compensation for any reason whatsoever. HCI assumes no responsibility for material costs and / or labor costs by others due to services provided by HCI under this Agreement.

G. HIXSON CONSULTANTS, INC. ASSUMES NO CONSEQUENTIAL DAMAGES AND LIMITS ANY DAMAGES WHATSOEVER TO THE COST OF SERVICES PROVIDED. HIXSON CONSULTANTS, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER CONSEQUENTIAL DAMAGES. HCI OFFERS SERVICES TO STOP MOISTURE INTRUSION AND CONDENSATION FORMATION. HCI DOES NOT OFFER CONSULTING SERVICES RELATED TO ADDRESSING MOLD AND ASBESTOS AND THE CLIENT WILL NEED TO HIRE SPECIALISTS TO ADDRESS REMEDIAL WORK.

H. It is understood and agreed that the Agreement is conditional, based upon a comprehensive schedule mutually agreed upon prior to HCI beginning work, for services to be provided by HCI. Any deviation from this schedule resulting from any action or inaction by other than HCI may result in Additional Service costs and / or HCI being unable to recover to maintain said overall schedule. Such inability to recover shall not constitute just-cause for termination of the Agreement by Client.

I. HCI shall endeavor to maintain said schedule; however, it is understood and agreed that the only liability assumed by HCI for its nonperformance, resulting in failure to maintain schedule, shall be absolutely limited to providing / increasing overtime and / or staff at no additional cost to Client, regardless of circumstances and / or Client's exposure.

J. HCI reports are for the exclusive use of our Client and are not intended for any other purpose. Reports are based on the information available to us at the time of the report. Should additional information become available at a later date, we reserve the right to determine the impact, if any, the new information may have on our discovery and recommendations and to revise our opinions and conclusions if necessary and warranted.

K. HCI maintains statutory Employee's Insurance, including Worker's Compensation, Employer's Liability, and Comprehensive General Liability and will provide current Certificate of Insurance to our client upon request.

L. We carry \$1 Million Errors and Omissions (E&O) insurance for our work and more coverage than this is specifically excluded from the terms of our Agreement unless cited as a line item additional cost.

M. HCI is an independent contractor in the performance of its duties under the Agreement. The detailed methods and manner of conducting the services shall be under the complete control and direction of HCI.

N. All persons performing any part of the services will be employees or agents of HCI and not employees or agents of the Client. HCI will be fully responsible for all applicable federal, state and local taxes arising out of HCI's activities under this Agreement, including by way of illustration but not by way of limitation, federal income tax, social security tax, unemployment compensation contribution and all other taxes, contributions, or business license fees as required (excluding any international fees, duties or taxes).

O. HCI will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely a Client / Contractor responsibility. HCI will not be responsible for Client / Contractor failure to carry out the work in accordance with the project Contract Documents.

P. HCI will not have control over, or charge of, and will not be responsible for acts or omissions of Client or Contractor, Subcontractors or their agents or employees, or of any persons performing services or portions of the work.

Q. HCI will comply with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment.

R. Client assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the work and / or HCI's services performed under the Agreement even if the damage or injury results from any wrongful actions by HCI; and if any persons shall make a claim for any damage or injury as hereinabove described, the Client agrees to indemnify and hold HCI harmless from and against any and all loss, expense, damage or injury that may result of any such claim even if the claim results from the wrongful actions of HCI.

S. Client agrees to resolve by mediation any and all disputes, claims or controversies arising from or related to any work performed for Client by HCI including disputes related to the breadth or scope of this provision. Mediation shall be conducted in Birmingham, AL. This provision however does not require the mediation of disputes where the fees paid to HCI are less than \$10,000 or the amount sought does not exceed \$10,000.

T. The prevailing party in any mediation, or any other final, binding dispute proceeding upon which the parties may agree, may be awarded reasonable attorneys' fees and expenses incurred by such party upon a finding that the other party initiated or continued to assert a clearly frivolous, unreasonable, or groundless claim or defense.

U. The Agreement constitutes the entire Agreement by and between Client and Hixson Consultants, Inc. pertaining to Technical Consulting Services for the referenced assignment. The terms and conditions herein shall supersede and take precedence over any / all terms and conditions which may be

embodied in Client's purchase order or similar documents. The Agreement may be amended only by mutual agreement in writing signed by both parties and attached hereto. The laws of the State of Alabama will govern the Agreement.

AGENDA

SEP - 8 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: August 7, 2015

RE: Contract No. 53000-13B-030
Concrete Pipe

I request that the attached Amendment No. 2 to Hanson Pipe & Precast contract for concrete pipe be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 1, 2015 and ending on September 30, 2016.

Hanson Pipe & Precast chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

•

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 53000-13B-030

Amendment No. 2

Contract with Hanson Pipe & Precast for concrete pipe is hereby extended for one (1) year, beginning October 1, 2015 and ending September 30, 2016.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

HANSON PIPE & PRECAST

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Myrtle Singleton

From: Goodwyn, Bill B (Dothan) USA <Bill.Goodwyn@hanson.biz>
Sent: Thursday, August 06, 2015 5:29 PM
To: Myrtle Singleton
Subject: RE: 53000-13B-030; Concrete Pipe

Myrtle: In response to your letter dated July 23, 2015 concerning a one year contract renewal, we will be glad to extend our bid prices for an additional year without any increase.

We appreciate the opportunity to serve you and thank you for your business.

Sincerely,

Bill Goodwyn
Sales Representative

Hanson Pipe & Precast
1616 Parallel Street
Montgomery, Alabama 36104

Office: 334-262-6444
Toll Free: 800-262-0676
Cell: 334-850-1127
Fax: 800-996-5281
Bill.Goodwyn@hanson.com
www.hansonpipeandprecast.com

From: Myrtle Singleton [<mailto:MyrtleSingleton@mc-ala.org>]
Sent: Monday, August 03, 2015 2:21 PM
To: Goodwyn, Bill B (Dothan) USA
Subject: 53000-13B-030; Concrete Pipe

Mr. Goodwyn,

Attached is a copy of a letter concerning renewal of Contract 53000-13B-030; Concrete Pipe. Please advise whether Hanson Pipe & Precast would like to renew this contract from October 1, 2015 through September 30, 2016.

Thanks for your attention regarding this matter.

AGENDA

SEP - 8 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: August 5, 2015
RE: Contract No. 52110-13B-027
Oil Service and Tire Rotation Service

I request that the attached Amendment No. 2 to J. Wright's Automotive Service contract for oil service and tire rotation service be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 1, 2015 and ending on September 30, 2016.

J. Wright's Automotive Service chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

•

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 52110-13B-027

Amendment No. 2

Contract with J. Wright's Automotive Service for oil service and tire rotation service is hereby extended for one (1) year, beginning October 1, 2015 and ending September 30, 2016.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

J. WRIGHT'S AUTOMOTIVE SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DIAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 23, 2015

Mr. Julius Wright Jr.
J. Wright's Automotive
738 E. Jefferson Street
Montgomery, AL 36104

Dear Mr. Wright:

Re: Invitation to Bid No. 52110-13B-027, Oil Service and Tire Rotation Service

This is to advise that the above referenced contract will expire on September 30, 2015. A price escalation may be allowed but shall not exceed 5% per year.

Please advise if you desire to renew the contract for one (1) year and if there will be a price increase.

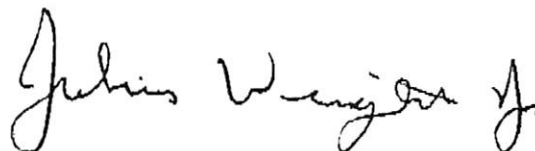
Your earliest reply is appreciated.

Sincerely,



Myrtle Singleton
Purchasing Manager

Yes, we would like to renew the contract
for another year.
NO 5% increase.



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

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MONTGOMERY COUNTY COMMISSION

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AGENDA

SEP - 8 2015

August 13, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Circuit Clerk Teller Line-Change Order #2

Please find attached deductive Change Order #2 for \$10,000 to remove the security allowance from the original contract sum for the County's payment of security installation in the Circuit Clerk's office.

I request that Change Order #2 be placed on a future agenda for approval by the Commission.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: ☒
Renovations to the Circuit Clerk Teller Lines at the Montgomery County Courthouse for the Montgomery County Commission	DATE: August 3, 2015	ARCHITECT: ☒
		CONTRACTOR: ☒
		FIELD: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: PH&J 1208GVF	OTHER: ☐
Stallings & Son, Inc. 1140 Newell Parkway Montgomery, AL 36110	CONTRACT DATE: December 3, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

DEDUCT: allownace included in the base bid price to add access controls to three court house first floor doors.....\$ (10,000.00)

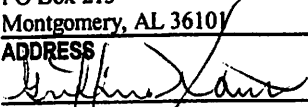
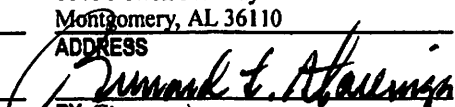
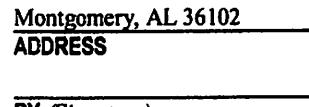
The original Contract Sum was	\$	61,370.00
The net change by previously authorized Change Orders	\$	1,369.60
The Contract Sum prior to this Change Order was	\$	62,739.60
The Contract Sum will be decreased by this Change Order in the amount of	\$	10,000.00
The new Contract Sum including this Change Order will be	\$	52,739.60

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

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

PH&J Architects, Inc.	Stallings & Son, Inc.	Montgomery County Commission
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
PO Box 215 Montgomery, AL 36101	1140 Newell Parkway Montgomery, AL 36110	PO Box 1667 Montgomery, AL 36102
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Griffin Harris, Vice President	Richard Stallings, President	Elton Dean Sr., Chairman
(Typed name)	(Typed name)	(Typed name)
8/3/15	8/4/15	
DATE	DATE	DATE

Travelers Casualty and Surety Company of America


Renee Ellis
 Attorney-in-Fact

SECTION 0101

BASE BID, ALTERNATES, ALLOWANCES, ETC.

A. BASE BID SUMMARY

1. **Scope:** Base Bid shall be for a single contract for work complete as indicated on the Drawings and as specified herein, except as specifically excluded. The Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to effect a complete, coordinated, operational, useable, first-class job without additional cost to the Owner, whether or not each and every item necessary therefor is specifically mentioned. Omissions, misdescriptions, and conflicts in or between specifications and drawings (and not clarified prior to bidding) will not relieve the Contractor from performing any work necessary to such completion.

The General and other Conditions and all other Contract Documents are applicable to all work under all Divisions of the Specifications. GLM!

2. **General Description:** The work includes renovations to the Circuit Clerk's Teller Lines with all related work and trades incorporated in the General Contract.

3. **Work by Others:** The following items are omitted from the work covered by the Base Bid and are to be performed by the Owner or under a separate contract:

Major part of Laboratory Testing Service (see Section 0140)

4. **Abbreviations and Symbols:** Abbreviations employed are noted on inside of back cover of Project Manual. Symbols employed are noted by legend on drawings.

B. ALTERNATES: None

C. ALLOWANCES (see GC Article 3.8)

1. **General:** Unless stated otherwise, allowances for materials include cost of delivery to job site with sales tax paid. Costs related to job storage, uncrating, installation and contractor's profit and overhead are not included and shall be adequately covered otherwise in the Contract Sum. Items included hereunder shall be selected by the Architect or Owner, purchased by the Contractor, and included under the general warranty (unless the Contractor makes reasonable objections to warranty in writing prior to purchase).

Sub-contracts involving labor contracted under the allowance need not be included under the general warranty.

No order for work covered by an allowance may be placed by the Contractor until the accounting therefore has been submitted in writing and approved.

a. **Access Controls:** Include in Base Bid Price the amount of \$10,000.00 to add access controls to three Courthouse First Floor doors.

D. UNIT PRICES None

End of Section



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228023

Certificate No. 006186244

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Billie Jo Sanders, Paul B. Scott Jr., Renee Ellis, Thomas J. Gentile, David J. Durden, and Milton A. Kopf

of the City of Montgomery, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

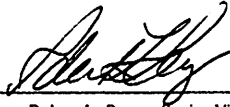
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

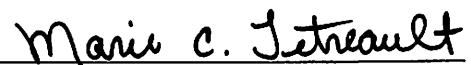
By: 

Robert L. Raney, Senior Vice President

On this the 24th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

SEP - 8 2015

September 3, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

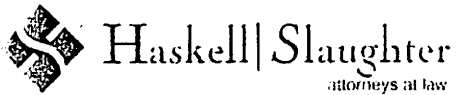
SUBJECT: Recognize and Deny Claim regarding Alexis Huth

The Montgomery County Commission, at its meeting on August 17, 2015, agreed to place on the next agenda consideration to recognize and deny a Claim filed by Attorney Charles Hudson with Penn & Seaborn, LLC on behalf of Alexis Huth.

I am requesting that the Commission approve this item.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

TTG

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
FROM: Tommy Gallion
DATE: July 28, 2015
RE: Notice of Claim of Alexis Huth

I am in receipt of your July 24, 2015, memo regarding a notice of claim filed by Alexis Huth. I have also reviewed the letter from Attorney Charles Hudson and the itemized and claim for damages. Based on the information that I reviewed, it is my legal opinion that this is not the responsibility of Montgomery County.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JULES 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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FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3566
www.mc-la.org

July 24, 2015

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

RE: Notice of Claim regarding Alexis Huth

Attached is a Notice of Claim submitted by Charles Hudson, Attorney for Claimant at Penn & Seaborn, LLC, on behalf of their client, Alexis Huth. We received this letter in our office on July 20, 2015.

The Notice of Claim states that Rodney Frank Best is a County employee and I have determined that he works in the Montgomery County Engineering Department. Attached is information regarding this incident.

Please review and advise by July 28, 2015, as to what action the County Commission should take.

/tln

Attachment

PENN & SEABORN
ATTORNEYS AT LAW

July 17, 2015

Via U.S. Certified Mail

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

Dear Commissioner Dean:

Please find enclosed a notice of claim for Alexis Huth and an itemized list of her damages. Alexis Huth was injured in a motor vehicle collision with a county owned truck driven by a Montgomery County employee on April 2, 2015. This law firm represents her in regards to her personal injury. Please forward to the appropriate party handling claims against Montgomery County, Alabama.

Sincerely,

PENN & SEABORN, LLC

Charles Hudson

Charles Hudson

Myron C. Penn
L. Shane Seaborn
Will Partin

Charles D. Hudson

BARBOUR • BULLOCK • MONTGOMERY

pennandseaborn.com

UNION SPRINGS
53 Highway 110
Post Office Box 5335
Union Springs, Alabama 36089
(334) 738-4486
(334) 738-4432

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY) NOTICE OF CLAIM

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

ITEMIZED AND VERIFIED CLAIM FOR DAMAGES
FILED AGAINST THE COUNTY OF MONTGOMERY, ALABAMA

Comes now, Alexis Huth, who gives this Notice for the purpose of compliance with §§ 11-12-5, 11-12-6, 11-12-8 and 6-5-20(a) of the Code of Alabama (1975), as well as any other applicable provisions of law, files this itemized and verified claim for damages. Such claim is based upon the following:

Claimant hereby verifies that she believes the claims made herein are just, due and unpaid. Claimant has incurred damages in the following itemized ways and amounts due to the negligence and/or wantonness of the County of Montgomery, Alabama and its employee's failure to keep a proper lookout, exceeding a safe speed, failing to see what should have been seen, and/or failing to slow or stop for traffic stopping at an intersection, resulting in the collision which injured Alexis Huth.

You are hereby notified that Alexis Huth was injured on April 2, 2015 when Rodney Frank Best, a Montgomery County employee, collided a Montgomery County owned F-350 into the rear end of the vehicle Alexis Huth was operating.

Alexis Huth contends that due to the aforementioned actions and/or inactions of the County of Montgomery County, Alabama and its employee, she suffered neck and back pain, sleeplessness, lost wages, and mental anguish.

Claimant has incurred medical expenses and other damages as listed below:

Bodily Injury Damages

Baptist Medical Center South	\$3,700.00
American Family Care	\$60.00

Property Damages

Joe Hudson's Body Shop	\$916.00
------------------------	----------

Lost Wages

Lost Wages	\$120.00
------------	----------

Other Damages

Pain, Suffering, and Mental Anguish And punitive damages	\$23,980.00
---	-------------

Claimant's damages continue to accrue at present and are expected to continue in the future. As a result of Montgomery County and its employee' negligence and wantonness, the Claimant's has endured extensive mental anguish, medical expenses and other expenses associated with this incident, the extent which have not yet been fully realized or determined as of this date. In addition to the current expenses, Claimant will incur damages for emotional distress and other damages allowable by law in the State of Alabama.

Dated this 17 day of July, 2015.



Alexis Huth
5701 East Shiny Lane
Apartment 607
Montgomery, Alabama 36117

STATE OF ALABAMA)

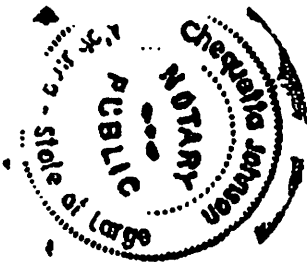
COUNTY OF Montgomery)

Before me, the undersigned, as Notary Public for the State at Large, personally appeared Alexis Huth, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of July, 2015.

(SEAL)

Chequita
Notary Public
My Commission Expires: 11/17/17



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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AGENDA

SEP - 8 2015

September 8, 2015

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) and to sign the contracts:

- C-2015-83: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - \$500; (Hall)
- C-2015-84: Neighbors, Inc., d/b/a Neighbors in Christ, for a Program to Provide Assistance to Victims of Crime - \$1,000; (Hall)
- C-2015-85: Alabama Baseball Coaches Association, Inc., for the 2015 Community College Fall Sophomore Workouts and Fall Classic - \$1,000; (Walker)
- C-2015-86: Montgomery Clean City Commission, for Robert E. Lee High School Grounds Cleanup - \$500; (Walker)
- C-2015-87: American Cancer Society, Inc., for the Mid-South Division, for Program Services - \$1,500; (Walker)
- C-2015-88: Montgomery Symphony Orchestra, for Music Education and Musical Enrichment Programs for All Ages - \$1,500; (Harris-\$500, Hall-\$500 and Walker-\$500)
- NC-2015-120: BOE, Goodwyn Middle School, for Constitution Day Program (Attn: Mrs. Manora) - \$250; (Walker)
- NC-2015-121: Pike Road Volunteer Fire Protection Authority, for 9-11 Memorial Stair Climbs, Honoring Firefighters Who Made the Ultimate Sacrifice on September 11, 2001 - \$500; (Hall)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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AGENDA

SEP - 8 2015

August 12, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Cafeteria Bid Award

Gwen Massey, on behalf of ASE Cakes and Catering, LLC, submitted a bid of 3% of gross taxable sales to be paid as monthly rent for operation of the Courthouse Cafeteria. The invitation to bid was published on the Montgomery County website and was mailed to approximately 75 local vendors. ASE Cakes and Catering was the only bidder.

Ms. Massey owned and operated Bandanas Restaurant at 301 E. Jefferson Street for more than 17 years and also operates a catering business. Her businesses have received excellent Health Department inspection scores, and several county employees have spoken highly of her operations.

I request that the award of the bid to ASE Cakes and Catering, LLC, and approval of the lease agreement between the Montgomery County Commission and ASE Cakes and Catering, LLC, be placed on a future agenda.

MONTGOMERY COUNTY

STATE OF ALABAMA

LEASE AGREEMENT

WITNESS THIS LEASE entered into as of the _____ day of _____, 2015, between Montgomery County Commission (hereinafter called "Landlord") and ASE Cakes and Catering, LLC (hereinafter called "Tenant").

WITNESSETH

Landlord hereby leases to Tenant and Tenant takes and leases from Landlord those certain premises described as the Cafeteria Area on the second floor of the Montgomery County Administrative Building Annex I (all hereinafter referred to as "the premises"); and in consideration therefore Landlord and Tenant agree as follows:

1. **PERIOD OF CONTRACT:** Contract period will be for three (3) years, with an option to renew for three (3) years.
2. **RENT:** Tenant will pay a monthly rent equal to three (3) percent of gross taxable sales. Said rent shall be payable on the 15th of the month.
3. **SECURITY DEPOSIT:** A security deposit of \$1,200.00 paid by Tenant upon execution of the lease will be held by Montgomery County Commission until the expiration of the contract, and premises, including all equipment, are turned over to Landlord in good and clean condition, as approved by the County Administrator. If Tenant terminates the contract for any reason without giving Landlord sixty (60) day written notice, Tenant shall forfeit this deposit.
4. **USE OF PREMISES:** The Premises shall be used by Tenant for the operation of a cafeteria, and its hours of operation shall be open no later than 7:00 A.M. and close no earlier than 2:00 P.M., Monday through Friday, excluding holidays recognized by the Landlord, unless prior written permission is first obtained from Landlord. In addition, Tenant may use the kitchen for catering off premises. Tenant shall, at its own expense, comply with all requirements of law and with all ordinance or regulations of the City, State, County or other public authority and with all the requirements of any fire or liability insurance company insuring the Landlord against damage by fire or accident connected with the premises. Montgomery County employees, if so desired, shall have the right, even though Tenant's services will not be utilized, to bring outside purchased or personal meals into cafeteria and use seating as needed.
5. **HEALTH DEPARTMENT RATING:** Tenant must maintain a minimum Department of Health inspection score of 90. In the event of a score less than 90, Tenant must correct the identified deficiencies within seven (7) days. A second score of less than 90 will be

grounds for immediate termination of the Lease.

6. **CREDIT/DEBIT CARDS:** Tenant shall be required to accept credit and or debit cards for cafeteria purchases in excess of \$5.00
7. **UTILITIES:** Landlord shall furnish all sewer, water, electricity, and other utilities used or consumed in or at the premises.
8. **CLEANING:** Tenant shall be responsible for cleaning the entire kitchen and eating areas on a daily basis, including but not limited to food service equipment, walls, ceilings, floors, serving counters, tables, chairs and windows. Landlord may periodically strip and wax eating area floors.
9. **REPAIRS:** Tenant shall maintain and keep in good repair the premises, and Tenant shall repair any breakage and damage to premises due to Tenant abuse. Upon the termination of this lease, Tenant shall surrender the premises to Landlord in as good condition as existed at the time of its initial occupancy, ordinary wear and tear accepted. Landlord shall, at its costs, maintain and keep in good repairs the roof, exterior supporting walls of the building including interior and exterior finish, decorating, painting, windows, doors or glass.
10. **TRADE FIXTURES AND FURNISHINGS:** All furnishings, trade fixture and equipment used on the premises and supplied and installed by or at the sole expense of Tenant shall at all times be and remain the exclusive property of Tenant. So long as Tenant is not in default, Tenant shall have, during the term hereof, the right to freely remove, adds to, and replaces the same, provided that any physical damages to the premises or improvements caused by such additions, removal or replacement shall be repaired by and at the expense of Tenant. The Landlord has furnished the equipment enumerated on Exhibit A; and, the Landlord will repair or replace said equipment at their sole option. In addition, the Landlord may provide, at its sole discretion, additional equipment at the request of the Tenant. Tenant shall repair or replace said furnishings and equipment that are damaged due to Tenant's abuse or negligence. The Landlord shall have the right to designate the maximum number of tables and chairs used in the premises.
11. **FIRE AND EXTENDED COVERAGE INSURANCE:** Each party shall carry such fire extended coverage insurance on their own properties as they deem adequate. The Tenant will not permit or do anything which would increase the rate of fire and casualty insurance upon the Montgomery County Administrative Building and if such is permitted by Landlord, Tenant will pay to Landlord the amount of the insurance increase in the said insurance premium.
12. **HOLD HARMLESS AND INSURANCE:** Tenant agrees to protect, defend, indemnify and hold Landlord and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the Landlord arising

in favor of any party, including employees of the Landlord, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Tenant, its employees, agents and officers. The Tenant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Tenant also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent. Tenant shall provide and keep in force during the term of this lease and any extension of said term for the benefit of Landlord, a comprehensive liability insurance policy, issued by insurers satisfactory to Landlord, insuring Landlord against loss resulting from any of the foregoing for which Tenant is responsible, said policy to provide Umbrella Liability with limits of \$1,000,000 each excess occurrence and \$1,000,000 each excess aggregate, Comprehensive or Commercial General Liability including Premises Operation, Independent Contractors Protective and Broad Form Property Damage or it's equal and Product Damage Liability with limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate. Workman's Compensation Insurance in statutory amount and Employers Liability of \$100,000 per accident. The Landlord shall be named as an additional insured under the policies. Tenant shall deliver to Landlord a certificate of the aforesaid policies together with evidence of payment therefore and such policy shall provide that it shall not be canceled for any reason until the Landlord has given sixty (60) days written notice of the cancellation, delivered by certified mail, return receipt requested. If Tenant defaults in keeping or performing its obligations hereunder, Landlord shall have the right to keep or perform the same in Tenant's behalf and the cost of the same be added to the next payment as the same becomes due.

13. **DAMAGE OR LOSS ON PROPERTY:** Landlord shall not be liable to Tenant for any loss or damages suffered by Tenant.
14. **ENTRY BY LANDLORD:** Landlord may, at all reasonable times, enter the premises to inspect, repair, alter or add to the same.
15. **IMPROVEMENTS AND SIGNS:** Tenant may make alterations to the improvements upon the premises with written consent of Landlord first, which consent shall not be unreasonably withheld, and shall have the right to erect, install, maintain and operate on the premises such equipment, fixtures and signs as Tenant deems desirable, with the written approval of Landlord.
16. **ASSIGNMENT OR SUBLETTING:** Tenant shall not assign or in any manner transfer this lease or any estate, interest or benefit therein, or sublet said premises or any part or parts thereof, or permit the use of the same or any part thereof by anyone other than Tenant without the prior written consent of Landlord which consent may be withheld in the Landlord's absolute discretion.
17. **BACKGROUND CLEARANCE:** Tenant and all of its employees must submit to a criminal background check and be approved by the Montgomery County Sheriff.

18. **GOVERNMENT REGULATIONS:** Tenant agrees to comply with all city, county, state and federal business, health or other related regulations that may govern the operation of the business.
19. **TAXES AND LICENSES:** All taxes and licenses due or caused by the operation of the business shall be paid by the Tenant, including workman compensation and social security.
20. **COMPETITION:** No competing business will be allowed in the Montgomery County Administrative Building Annex I during the period of Tenant's tenancy; however vending machines are located within Annex I. Tenant may not install vending machines on the cafeteria premises.
21. **CANCELLATION:** Either party hereto may terminate this lease by giving sixty (60) days written notice to the other. In such event, this lease shall thereupon terminate as though that were the date herein definitely fixed for the expiration of the term, and the Tenant shall surrender the premises, and the Landlord shall be entitled to possession of the premises on that date.

MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN

ASE CAKES AND CATERING, LLC

By: _____

Its: _____

MONTGOMERY COUNTY

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said State at large, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Montgomery County Commission

GIVEN under my hand and office seal this the ____ day of _____, 2015.

Notary Public

MONTGOMERY COUNTY

STATE OF ALABAMA

I, the undersigned, a Notary Public, in and for said County in said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument as _____ of ASE Cakes and Catering, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, , as such officer and with full authority, executed the same voluntarily on this day.

GIVEN under my hand and office seal this the _____ day of _____, 2015.

Notary Public

EXHIBIT "A"

1. Garland Model Combination Top Range (1)
2. SteamChef Model Steamer (1)
3. Garland Model Convection Oven (1)
4. Glenco Refrigerator- Turbo Air M3
5. Metro Mobile Pot and Pan Shelving Units model No. PR48ES (2)
6. Precision Model No. UT-179 Vendor's Utility Counter (1)
7. Precision Model No. SST-2005-U Hot Serving Unit (1)
8. Frymaster Fryer (2)
9. Wells Model No. H-70 Hot Plate (1)
10. Wells Model No. RW-2 Roll Warmer (1)
11. Glenco Sandwich Unit



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

August 13, 2015

TT6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Request for Opinion-Lease Agreement with ASE Cakes and Catering, LLC

I have reviewed your memorandum dated August 12, 2015, and the Lease Agreement regarding ASE Cakes and Catering, LLC, located in the courthouse cafeteria area on the second floor of the Montgomery County Administrative Building Annex I.

Everything in the Lease Agreement appears to be in order. If executed, the Lease Agreement will be binding on all parties.

I am also of the opinion that the services provided are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above Lease Agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

August 12, 2015

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Lease Agreement with ASE Cakes and Catering, LLC

Attached is an Agreement with ASE Cakes and Catering, LLC regarding the Courthouse Cafeteria Area on the second floor of the Montgomery County Administrative Building Annex I.

Please review the attached document and issue an opinion by 10:00 a.m., Thursday, August 13, 2015, as to whether the Agreement is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

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AGENDA

SEP - 8 2015

September 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

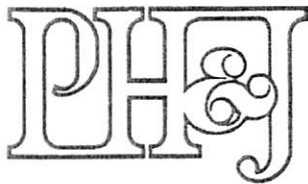
SUBJECT: Bid Award for Jail Dishwasher Replacement and Associated Repairs

The Montgomery County Commission, at its meeting on August 17, 2015, agreed to place a Bid Award for dishwasher replacement and associated repairs at the Montgomery County Detention (Jail) Facility, PH&J Number 1208-GVM, on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment



architects inc.

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

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

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

E. Griffin Harris, AIA
Patrick T. Addison, AIA

August 11, 2015

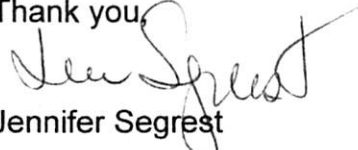
Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Jail Building Dishwasher Replacement and Associated Repairs
PH&J Project # 1208-GVM

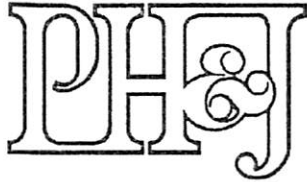
Dear Donnie,

Enclosed please find the original bids and a certified bid tabulation on the above referenced project for your files. State law requires the Awarding Authority maintain all bid documents in permanent record open to public inspection. If I can be of further assistance, please call.

Thank you,


Jennifer Segrest

Enclosures
Cc – file



architects inc.

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

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

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Tuesday, August 11, 2014

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Dishwasher Replacement at the Montgomery County Detention (Jail) Facility
PH&J Number: 1208-GVM

Mrs. Cauthen:

Bids were received on this project on Tuesday, August 11, 2015 at 2:00 pm
(Central Time) with one bidder submitting sealed proposals:

The amounts listed are for Base Bid price:

1. Holly-Henley Builders, Inc. \$349,471.00

Included with the certified bid tab sheet is a bid discrepancy sheet listing any irregularities with the bidder's proposals.

It is our recommendation, that the project be awarded to Holley-Henley Builders, Inc. and enter into a construction contract for the amount of \$349,471.00, the amount of their bid (Base Bid).

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments: Project's Certified Bid Tabulation Sheet, Original Contractor Bid Proposals

Cc: Griff Harris, Chevette Culver, File

PH&J architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects

P.O. Box 215 Montgomery, Alabama 36101

807 S. McDonough Street Montgomery, Alabama 36104

Telephone (334) 265-8781 Fax (334) 265-9208

PH&J #1208GVM

TABULATION OF BIDS

Project: Montgomery County Jail Kitchen/Dishwasher Repairs

Time & Date: August 11, 2015 @ 2:00pm

Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL

CONTRACTOR	BASE BID			TOTAL
Holley-Henley Builders, Inc.	\$349,471.00			\$349,471.00

We certify that sealed bids for this project were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of bids received.

By:

Patrick Addison, Vice President

Notary:

Jennifer Segrest

JENNIFER SEGREST
Notary Public
State of Alabama
MY COMMISSION EXPIRES: MAR 5, 2016

4-6

PH&J #1208GVM

Project: Montgomery County Jail Kitchen/Dishwash Repairs

Time & Date: August 11, 2015 @ 2:00pm

**Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL**

Bid Discrepancies:

Holley-Henley Builders	None

SECTION 0030
PROPOSAL FORM

TO: MONTGOMERY COUNTY COMMISSION DATE: 08-11-15
The undersigned bidder, having examined all Contract Documents for construction of

ALTERATION TO DISHWASH ROOM FOR MONTGOMERY COUNTY JAIL in Montgomery, Alabama as prepared by PH&J Architects, Inc., and dated July 9, 2015; having studied the site and locality of work in all particulars; and having become familiar with all pertinent conditions, hereby propose to furnish all work called for in the said contract documents, for consideration as follows:

BASE BID: Three Hundred Forty Nine Thousand Four Hundred Seventy One Dollars
(\$ 349,471.00)

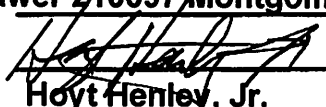
Receipt of ADDENDUM 01 through 02 is acknowledged.

UNIT PRICES - (See Attachment)

It is agreed that this bid shall be held open and not withdrawn for 30 days from this date.

Bid security is attached and the provisions regarding disposition of funds represented, as set forth in the Instructions to Bidders, are agreed to.

The undersigned certifies that he is authorized to execute contracts on behalf of the bidder as legally named, that this proposal is submitted in good faith without collusion with any other bidder, and that the bid is in full accord with State Law. Notice of acceptance may be addressed to the undersigned as indicated below.

Legal Name Holley-Henley Builders, Inc.
Address PO Drawer 210097, Montgomery, AL 36121
By: (Signature) 
Name Typed Hoyt Henley, Jr.
Title Vice President

*Data on Bidder
Alabama
License # 8465
BC: Building Construction
MU: Municipal & Utility

*If partnership, list all partners; if corporation give States where incorporated; if individual so state. In addition, indicate General Contractor's License Number and Construction Classifications.

*** * * TO PROPOSAL * * ***

If UNIT PRICES are required to adjust units of work, the following will apply. The price shall apply for more or less:

UNIT PRICES: (include with all proposals)

FLOOR TILE

For more or less floor tile replacement, cost per square foot:

6" x 6" Quarry Tile Floor removal and replacement including setting

bed \$ 23.00 SF

ACCOUNTING OF SALES TAX
Attachment to Form C-3
Proposal Form

To: MONTGOMERY COUNTY COMMISSION
(Awarding Authority)

Date: 8-11-15

NAME OF PROJECT: MISCELLANEOUS MONTGOMERY COUNTY JAIL KITCHEN
DISHWASHER REPAIRS

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 13,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Holley-Henley Builders, Inc.
Mailing Address PO Drawer 210097 Montgomery, AL 36121
* By (Legal Signature) [Signature]
* Name (type or print) Holt Henley, Jr. (Seal)
* Title Vice-President
Telephone Number 334-272-2988

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

SEP - 8 2015

September 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

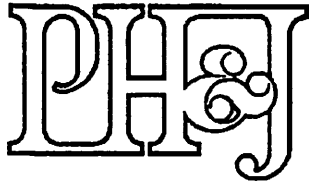
SUBJECT: Bid Award for Courthouse and Jail Weatherization

The Montgomery County Commission, at its meeting on August 17, 2015, agreed to place a Bid Award for courthouse and jail weatherization, PH&J Number 1208-GVH, on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment



architects inc.

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

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

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

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Tuesday, August 11, 2014

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Courthouse and Jail Weatherization
PH&J Number: 1208-GVH

Mrs. Cauthen:

Bids were received on this project on Tuesday, August 11, 2015 at 10:00 am
(Central Time) with one bidder submitting sealed proposals:

The amounts listed are for Base Bid price:

1. JJ Morley Enterprises \$713,178.00

Included with the certified bid tab sheet is a bid discrepancy sheet listing any irregularities with the bidder's proposals.

It is our recommendation, that the project be awarded to JJ Morley Enterprises and enter into a construction contract for the amount of \$713,178.00, the amount of their bid (Base Bid).

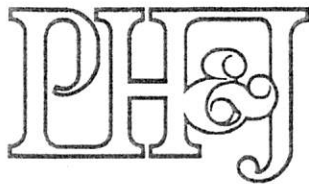
If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments: Project's Certified Bid Tabulation Sheet, Original Contractor Bid Proposals

Cc: Griff Harris, Chevette Culver, File



architects inc.

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

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

E. Griffin Harris, AIA
Patrick T. Addison, AIA

August 11, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Courthouse and Jail Weatherization
PH&J Project # 1208-GVH

Dear Donnie,

Enclosed please find the original bids and a certified bid tabulation on the above referenced project for your files. State law requires the Awarding Authority maintain all bid documents in permanent record open to public inspection. If I can be of further assistance, please call.

Thank you,



Jennifer Segrest

Enclosures
Cc – file

10-3



architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J #1208GVH

TABULATION OF BIDS

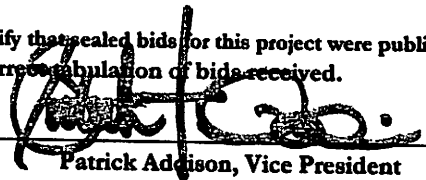
Project: Montgomery County Courthouse and Old Jail Weatheriz

Time & Date: August 11, 2015 @ 10:00am

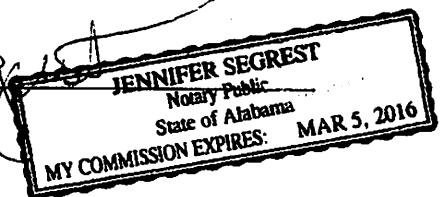
Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL

CONTRACTOR	BASE BID			TOTAL
J.J. Morley Enterprises	\$713,178.00			\$713,178.00
Richard Sprouse Construction, inc.	NO BID			

We certify that sealed bids for this project were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of bids received.

By: 
Patrick Addison, Vice President

Notary: 
Jennifer Segrest



10-01

PH&J #1208GVH

Project: Montgomery County Courthouse and Old Jail Weatherization

Time & Date: August 11, 2015 @ 10:00am

**Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL**

Bid Discrepancies:

J.J. Morley Enterprises	None

SECTION 0030
PROPOSAL FORMTO: MONTGOMERY COUNTY COMMISSION..... DATE: August 11, 2015
The undersigned bidder, having examined all Contract Documents for construction of

THE MONTGOMERY COUNTY COURTHOUSE AND OLD JAIL WEATHERIZATION FOR THE MONTGOMERY COUNTY COMMISSION, MONTGOMERY ALABAMA, as prepared by PH&J Architects, Inc., and dated July 9, 2015 having studied the site and locality of work in all particulars; and having become familiar with all pertinent conditions, hereby propose to furnish all work called for in the said contract documents, for consideration as follows:

BASE BID: 713,178.00Receipt of ADDENDUM 1 through 2 is acknowledged.

It is agreed that this bid shall be held open and not withdrawn for 30 days from this date.

Bid security is attached and the provisions regarding disposition of funds represented, as set forth in the Instructions to Bidders, are agreed to.

The undersigned certifies that he is authorized to execute contracts on behalf of the bidder as legally named, that this proposal is submitted in good faith without collusion with any other bidder, and that the bid is in full accord with State Law. Notice of acceptance may be addressed to the undersigned as indicated below.

Legal Name

JJ Morley Enterprises Inc

Address

1325 3rd Avenue South Birmingham 35233

By: (Signature)

[Signature]

Name Typed

J Cosette Brown

Title

General Manager

*Data on Bidder

Incorporated in
Georgia.License # 20730
BC-S, EV-S, and
EV

*If partnership, list all partners; if corporation give States where incorporated; if individual so state. In addition, indicate General Contractor's License Number and Construction Classifications.

ACCOUNTING OF SALES TAX
Attachment to Proposal FormTo: **MONTGOMERY COUNTY COMMISSION** _____ Date: August 11, 2015
(Awarding Authority)**NAME OF PROJECT: THE MONTGOMERY COUNTY COURTHOUSE AND OLD JAIL
WEATHERIZATION FOR THE MONTGOMERY COUNTY COMMISSION,
MONTGOMERY, ALABAMA**Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included
in the bid proposal form as follows:ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 8957.00**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than
determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered
in the determination of the lowest responsible and responsive bidder.**

Legal Name of Bidder JJ. Morley Enterprises, Inc
Mailing Address 1325 3rd Avenue South, Birmingham, AL
* By (Legal Signature) [Signature] 35233
* Name (type or print) Cosette Brown (Seal)
* Title General Manager
Telephone Number (205) 328-5500

* If other than the individual proprietor, or an above named member of the Partnership, or the above named
president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any
modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

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MONTGOMERY COUNTY COMMISSION

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MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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ADMINISTRATOR

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DEPUTY ADMINISTRATOR

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AGENDA

SEP - 8 2015

August 12, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Bear Brothers, Inc., Final Pay Application for Probate-Revenue West

Please find attached an application for final payment of \$2,696.25 to Bear Brothers, Inc., on its contract to add public restrooms at the Probate-Revenue West location. The project was completed in December 2014.

I request that approval of final payment to Bear Brothers, Inc., be placed on a future agenda.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER: The Montgomery County Comm.
P.O. Box 1667
Montgomery, AL 36102-1667

PROJECT: West Probate Office Restroom Addition
3075 Mobile Highway
Montgomery, AL 36108

APPLICATION NO: 5 Distribution to:
PERIOD TO: 3/31/2015 Owner ☒
PROJECT NOS: 13126 Architect ☒
CONTRACT DATE: 8/4/2014 Contractor ☐

FROM CONTRACTOR: Bear Brothers, Inc.
P.O. Box 2071
Montgomery, AL 36102-2071

VIA ARCHITECT: Seay, Seay & Litchfield, P.C., Prof. Corp.
1115 South Court Street
Montgomery, AL 36104

CONTRACT FOR: Construction Services

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with Contract.
Continuation Sheet, AIA Document G703, is attached.

1. Original Contract Sum	\$107,850.00
2. Net change by change orders	\$ -
3. Contract sum to date	\$107,850.00
4. Total completed	\$107,850.00
5. Total stored materials	\$ -
6. Total completed and stored	\$107,850.00
7. Retainage :	
a. 5% of completed Work (to 50%)	\$0.00
b. 5% of stored materials	\$0.00
Total Retainage (7a+7b)	\$0.00
8. Total earned less retainage (Line 6 less Line 7 Total)	\$107,850.00
9. Less previous certificates for Payment (Line 8 previous certificate)	\$105,153.75
10. Current Payment Due	\$2,696.25
11. Balance to finish, plus retainage (Line 3 less Line 8)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in Previous months by Owner	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$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 Certificate for Payment were issued and payments received from Owner, and That current payment shown herein is now due.

CONTRACTOR: Bear Brothers, Inc.

By: *D. Rush Stallings III*Date: *April 11, 2015*

D. Rush Stallings III

State of : Alabama

County of : Montgomery

Subscribed and sworn to before

me this 11 day of Apr-15

Notary Public: *Anita Blitch Conley*

My Commission Expires: April 7, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and The data comprising this 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: \$

(Attach explanation if amount certified differs from the amount applied for.

Initial all figures on this Application and on the payment of the Amount Certified.

ARCHITECT: *seamus*By: *seamus*Date: *7/23/2015*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to The Contractor named herein. Issuance, payment and acceptance of payment are Without prejudice to any rights of the Owner or Contractor under this Contract.

11-2

CONTINUATION SHEET

Page 2 of 4

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are started to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5

APPLICATION DATE: 4/11/2015

PERIOD TO: 3/31/2015

ARCHITECT'S PROJECT NO: 13126

A. ITEM NO.	B. DESCRIPTION OF WORK	C. SCHEDULED VALUE	D. PERCENTAGE (%)	E. WORK COMPLETED	F. BALANCE TO FINISH (C - E)
1	Bonds, Insurance & Permits	\$1,855.00	100%	\$1,855.00	
2	General Conditions	\$22,020.00	100%	\$22,020.00	
3	Demolition	\$6,930.00	100%	\$6,930.00	
4	Asphalt & Conc. Patch @ Paving	\$2,725.00	100%	\$2,725.00	
5	Concrete Walks	\$1,310.00	100%	\$1,310.00	
6	Repair Landscaping	\$545.00	100%	\$545.00	
7	Termite Treatment	\$220.00	100%	\$220.00	
8	Concrete Footings & Slab	\$5,435.00	100%	\$5,435.00	
9	Reinforcing Steel	\$545.00	100%	\$545.00	
10	Masonry Block	\$1,090.00	100%	\$1,090.00	
11	Masonry Brick Veneer & Access.	\$8,490.00	100%	\$8,490.00	
12	Misc. Steel	\$3,610.00	100%	\$3,610.00	
13	Rough Carpentry	\$545.00	100%	\$545.00	
14	Sealants	\$930.00	100%	\$930.00	
15	Hollow Metal	\$490.00	100%	\$490.00	
16	Wood Doors	\$960.00	100%	\$960.00	
17	Finish Hardware	\$710.00	100%	\$710.00	
18	Storefrt. Removal & New	\$1,360.00	100%	\$1,360.00	
19	Sheet Mtl. @ Strfrt to Brick	\$490.00	100%	\$490.00	

11-3

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are started to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

5

APPLICATION DATE:

4/11/2015

PERIOD TO:

3/31/2015

ARCHITECT'S PROJECT NO:

13126

A.	B.	C.	D.	E.	F.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PERCENTAGE (%)	WORK COMPLETED	BALANCE TO FINISH
					(C - E)
20	Remove & Repair Mtl Ceiling	\$1,090.00	100%	\$1,090.00	
21	Drywall & Acoustical	\$9,135.00	100%	\$9,135.00	
22	Hard Tile	\$7,295.00	100%	\$7,295.00	
23	Painting & Wall Covering	\$1,825.00	100%	\$1,825.00	
24	Toilet Accessories	\$1,400.00	100%	\$1,400.00	
25	Plumbing	\$17,985.00	100%	\$17,985.00	
26	HVAC	\$3,380.00	100%	\$3,380.00	
27	Electrical	\$5,480.00	100%	\$5,480.00	
	Totals	\$107,850.00		\$107,850.00	

11-4

SEP - 8 2015
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 43

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 8/31/2015
DATE: 8/31/2015 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Weatherization Administration	125-56715.499	0	15,000	15,000
Fund Balance	125.35900		(15,000)	(15,000)
TOTAL		0	0	0

JUSTIFICATION:

Budget an appropriation from the fund balance of the Grant Fund to Central Alabama Regional Planning for the weatherization program.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
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AGENDA

SEP - 8 2015

September 3, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Montgomery County Pay Plan Adjustments

At its August 3, 2015, meeting, the Commission approved Personnel Director Carmen Douglas's recommendation to adjust the pay plan per her June 18, 2015, memo. Her recommendation made adjustments to bring the County's pay plan in line with the City's **current** pay plan. The City has not implemented the final 1/3 adjustment recommended in the 2015 County Classification and Pay Study.

In recent budget review meetings, the Commission discussed making all the pay plan adjustments recommended in the study, effective October 1, 2015, and included all adjustments in the 2016 budget. The Commission agreed to place this item on the next agenda.

I recommend that the Commission approve implementation of all market adjustments to the Montgomery County Pay Plan, as recommended in the 2015 County Classification and Pay Study, effective October 1, 2015.

EXECUTIVE SUMMARY

2015 COUNTY CLASSIFICATION AND PAY STUDY

By: Mark Willis, Senior Personnel Analyst

Montgomery City-County Personnel Department

Carmen Douglas, Director

Origin of Study

The Montgomery County Commission asked the Personnel Department to conduct a competitive market pay analysis of the current county pay plans (administrative, service, corrections, and public safety) in order to determine the degree of competitiveness with other jurisdictions.

Setting

The County of Montgomery has four pay plans: administrative, service maintenance, corrections and public safety. The previous pay plans study was conducted in 2001 and was completed in 2003 by a consulting firm, Ellis-Harper. This was a two year study which resulted in major changes and was adopted by the County of Montgomery in October of 2003.

The current county pay plans were adjusted in 2005, 2007, and 2014. In 2005, all county employees received a 5% cost of living adjustment (COLA). In 2007, all county employees received a 4% cost of living adjustment. In 2014, all county employees received a 3% cost of living adjustment.

Study

In order to conduct a market comparison analysis, jurisdictions needed to be identified to be studied. In selecting participants, two main points were taken into consideration: what jurisdictions are similar to Montgomery and may have similar jobs and pay plans, and what jurisdictions are hiring our current employees (possibly, the City of Montgomery). Based on these criteria, four jurisdictions were identified to participate in the comparison.

The next step was to gather pay plans from the participating jurisdictions. These pay plans included job pay ranges and pay plan structures, e.g., numbers of pay steps and ranges, and percentage increases between pay steps.

Next, the analyst identified benchmark jobs that could easily be compared to jobs in other jurisdictions. These benchmarks were established for each pay grade in the county pay plan. The benchmarks were chosen based on their ubiquitous nature across jurisdictions. Using these benchmarks, the analyst determined the starting pay, midpoint, and ending pay for each of the four jurisdictions. Then, the analyst calculated the average starting pay, midpoint, and ending pay for each pay grade, which were then compared to the corresponding pay grades in the county pay plan.

Additionally, based on the County Commission request, some county jobs (custodial, youth facility, and engineering) were compared directly to the four jurisdictions. Lastly, the Montgomery County pay plans were compared to the City of Montgomery pay plans.

Findings

Overall findings include the following:

1. Montgomery County salaries compared to Mobile, Madison, and Jefferson Counties are consistently second to Jefferson County. Madison County underpays at about 10% compared to Montgomery County, which makes Montgomery County seem overpaid. The best comparison is to the City of Montgomery. Once the City of Montgomery receives their pay adjustments, they will meet the average of nine jurisdictions across Alabama, including the counties used in this study.
2. Montgomery County has fewer pay steps per pay range than the comparators' average of 16.5.
3. The Montgomery County public safety pay plan is approximately 3.25% lower than the city's public safety pay plan.
4. The Montgomery County service maintenance pay plan is approximately 9% lower than the city's skills pay plan.
5. The Montgomery County administrative pay plan currently is the same as the city's administrative pay plan. The corrections pay plan is less than one percent less than the city's corrections pay plan.
6. The Montgomery Youth Facility Juvenile Detention Officers and Juvenile Probation Officers are paid more than the comparators by about 2%.

7. The engineer and custodial employees are slightly lower than the comparators, and with the recommendations taken below will correct the differences.

Recommendations

In order to address the disparities, our recommendations are as follows:

- A. Increase pay steps from 13 to 15 for all county pay plans.
- B. Follow the city's pay plans.
- C. Increase the public safety pay plan to approximate the city's (3.25%).
- D. Increase the service maintenance pay plan to approximate the city's (9%).
- E. Leave the administrative and corrections pay plans alone until the third phase of the city's pay adjustments is complete.
- F. Retain the current pay evaluation methods as presented by Ellis-Harper Consulting Firm in 2003.
- G. OPTIONAL: Many of the jurisdictions either contract out custodial services or they are considered an unskilled laborer and have one set pay step that is affected only by a cost of living adjustment and not a merit increase.

The above recommendations will increase the midpoint and ending pay values so that we are much closer to market.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
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AGENDA

SEP - 8 2015

September 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on August 17, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Corporal, Position Number 6
- (2) Corrections Officer Corporal, Position Number To Be Determined
- (3) Corrections Officer Lieutenant, Position Number 156
- (4) Corrections Officer Sergeant, Position Number To Be Determined
- (5) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined
- (6) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined

I am requesting approval of these items.

DLM/tn

Attachments

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number 6

Proposed Effective Date August 17, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade PC2 \$32,792 - \$46,681

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rules VI Section 10(A-Promotion)

Date August 6, 2015

Derrick Cunningham
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number TO BE DETERMINED

Proposed Effective Date August 17, 2015

Type of Appointment (x) Permanent () Temporary

Recruiting

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

Pay Grade PC2 \$32,792 - \$46,681

Amil Cunningham Pay Step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10(A Promotions)
Date August 3, 2015

Department Head Amil Cunningham

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Lieutenant

Position Number 156

Proposed Effective Date August 17, 2015

Type of Appointment (x) Permanent () Temporary

Recruiting

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

Pay Grade PC4 \$42,831 - \$60,971

Derrick Cunningham Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10(A Promotions)
Date August 3, 2015

Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Sergeant

Position Number TO BE DETERMINED

Proposed Effective Date August 17, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PC3 \$38,146-- \$54,303

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

Date August 3, 2015

Derrick Cunningham
Department Head

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 _____

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee/ Corrections Officer

Position Number TO BE DETERMINED

Proposed Effective Date August 17, 2015

Type of Appointment x Permanent () Temporary

Recruiting

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

Pay Grade	Corrections Officer Trainee - \$29.244 PCT
-----------	--

Corrections Officer - \$30.456 - \$43.356 Grade PC1

Dennis Cunningham Corrections Officer

Date August 3, 2015

Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction Officer/ Correction Officer Trainee

Position Number TO BE DETERMINED

Proposed Effective Date August 17, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 PCT
Corrections Office - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham Date August 6, 2015
Department Head

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.
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VICE CHAIRMAN

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Engineering Department
P.O. BOX 1667
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ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
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FAX (334) 832-7190
www.mc-ala.org

AGENDA

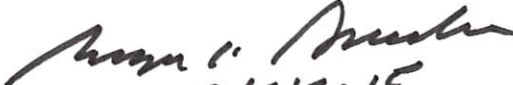
SEP - 8 2015

August 7, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer


8/7/2015

SUBJECT: Position Fill for County Road Equipment Operator III (CREO III)

It is respectfully requested that we be permitted to fill a County Road Equipment Operator III (CREO III) vacancy that will be created as a result of the proposed October 1, 2015, retirement of the current employee in this position. This position is part of our Bridge Maintenance crew located at Ramer.

Forwarded herewith is the position fill request form pertaining to this expected vacancy. This position will be filled by promoting from within (no new hires) and is funded in our current FY 2015 budget as well as our submitted FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachments

C: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering Bridge Mainta

DEPARTMENT HEAD: George Speake

SUPERVISOR: Timothy Dicks

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

1. Position Title CREO III

Position Number 660553009 - Replacing James K Tucker

Proposed Effective Date October 12, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S08 - 1 \$ 27,090

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 8/17/15

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 # 24

AGENDA

SEP - 8 2015

Date: September 2, 2015

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al

Departure Date: September 29, 2015

Return Date: September 29, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: 2015 Montgomery Area Chamber of Commerce Diversity Summit

Traveler (s) Name: 1. Donald Mims

4. _____

2. _____

5. _____

3. _____

6. _____

Check Mode of Transportation: County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$85.00

Advance Registration Required: \$85.00

Department Name: Administration

Fund Name: General

Additional Comments: Registration - \$85.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 9/8/15 reimbursement of actual and necessary expenses in the
approximate amount of \$85.00 and advance registration of \$85.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$22,500.00

Approved Requests: \$21,017.46

Budget Available: \$1,482.54

Current Requests: \$85.00

Budget Balance: \$1,397.54

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/2/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Thomas

AGENDA

SEP - 8 2015

Date: September 2, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: September 24, 2015 Return Date: September 24, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ASCPA Advanced Excel Course to be held in Montgomery, AL on 9/24/2015. Attendees will earn 8 CPE hours that will apply toward annual CRE certification requirements.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$335.00 Advance Registration Required: \$335.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee payable in advance to ASCPA, P.O. Box 242987, Montgomery, AL 36124-2987.
Meals \$0. Mileage \$0. Lodging \$0.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 9/8/15 reimbursement of actual and necessary expenses in the approximate amount of \$335.00 and advance registration of \$335.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$7,102.88</u>	
Budget Available:	<u>\$1,497.12</u>	
Current Requests:	<u>\$335.00</u>	
Budget Balance:	<u>\$1,162.12</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/2/2015

cc: Finance Director / Buyer

16-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

AGENDA

SEP - 8 2015

Date: August 26, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hot Springs, VA
Departure Date: October 6, 2015 Return Date: October 9, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend States' Fall 2015 Meeting of Joint Boards and Committees and
General Membership Meeting.

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

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by the State****

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

The above request is app. 9/8/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,108.32</u>	
Budget Available:	<u>\$11,891.68</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,891.68</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/28/2015

cc: Finance Director / Buyer

16-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 20

Date: September 2, 2015
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

AGENDA

SEP - 8 2015

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 30, 2015 Return Date: October 30, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Montgomery Conference for Women

Traveler (s) Name: 1. Margaret Broekhoven 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$149.00 Advance Registration Required: \$149.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

Expense will be incurred in the 2016 Budget

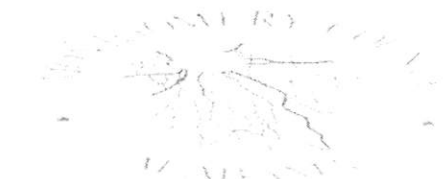
To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 9/8/15 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 and advance registration of \$149.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$13,795.71</u>	
Budget Available:	<u>\$6,204.29</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$6,204.29</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 9/2/2015

cc: Finance Director / Buyer

SEP - 8 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 44

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	9/8/2015
DATE:	9/8/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Neighbors In Christ	001-52760.498	0	5,000	5,000
Donation Revenue	001-40000.47701	(87,466)	(5,000)	(92,466)
TOTAL		(87,466)	0	(87,466)

JUSTIFICATION:

Budget an appropriation to Neighbors in Christ for program expenses.

SEP - 8 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 41

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	8/28/2015
DATE:	8/28/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland ATL Grant contract services	125-52611.304	90,000	50,000	140,000
Homeland ATL Grant Revenue	125-40000.44709	(90,000)	(50,000)	(140,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

To record the revenue and expense budgets for Grant award 4ATL beginning 7/15/15.

REQUEST NUMBER 42

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	8/31/2015
DATE:	8/31/2015	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator	Date	

[illegible]

JUSTIFICATION:

Budget a transfer to the Construction Fund for the amount of debt service savings from the 2007 bond refunding.

SEP - 8 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Detention Facility	REVIEWED:	S. Thomas	8/28/2015
			Finance Director	Date
REQUESTED BY:	Colonel W. Robinson	APPROVED:		
Elected Official/Dept. Head		Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Laundry and Dry Cleaning	001-52200.162	60,000	(8,000)	52,000
Repair & Maintenance-Bldg	001-52200.231	130,500	8,000	138,500
TOTAL		190,500	0	190,500

JUSTIFICATION:

Realign the budget to cover maintenance and building repairs to Jail 1 and Jail 2

SEP - 8 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 15

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	9/2/15
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	8/25/2015	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Constr.& Main.Supplies	111-53199.213	164,325	(6,600)	157,725
Copy Machine Rental	111-53600.223	6,700	1,400	8,100
Repair & Maint Const Equip.	111-53700.232	17,000	4,600	21,600
Repair & Main. Software Lics	111-53199.240	3,275	600	3,875
TOTAL		191,300	0	191,300

JUSTIFICATION:

Internal Transfer to Cover Insufficiency in Copy Machine Rental in the Engineering Office, Repair & Maint. Constr. Equipment in the Engineering County Shop and Repair & Main Software License in Engineering/Construction Office.

SEP - 8 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED: S. Thomas	8/21/2015
		Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
001-51300-113	Overtime	4,000.00	(3,000.00)	1,000.00
001-51300-155	Legal Services - Temp Judges	15,000.00	(4,950.00)	10,050.00
001-51300-211	Office Supplies	80,000.00	8,448.00	88,448.00
001-51300-221	Building & Land Rentals	81,779.00	(14,000.00)	67,779.00
001-51300-223	Copy Machine Rental	12,817.00	(500.00)	12,317.00
001-51300-233	Repair & Maintenance Office Equ	2,748.00	800.00	3,548.00
001-51300-244	Electricity	41,725.00	(5,000.00)	36,725.00
001-51300-248	Dumpster Service	1,788.00	(300.00)	1,488.00
001-51300-251	Telephone	28,753.00	(2,500.00)	26,253.00
001-51300-252	Postage	116,546.00	27,000.00	143,546.00
001-51300-259	Digital Cable Service	2,016.00	(1,500.00)	516.00
001-51300-260	Travel - Mileage	5,650.00	(4,700.00)	950.00
001-51300-304	Contract Services	9,145.00	2,000.00	11,145.00
001-51300-499	Administration Expense	1,798.00	(1,798.00)	0.00
				0.00
TOTAL		403,765.00	0.00	403,765.00

JUSTIFICATION:

To cover repair charges, projected monthly contract service bills, postage expenses, and office supplies.

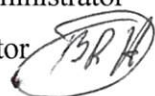
REQUEST NUMBER 3

[illegible]

To realign the budget to purchase blank forms for October 1 tax bill mailout from savings from advertising.

Montgomery County Youth Facility

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator 
Date: August 26, 2015
Re: ADECA Grant

Please see the attached grant application to the Alabama Department of Economic and Community Affairs (ADECA). They are accepting grant applications for intensive aftercare projects. We would like to apply for this grant and ask that it be placed on the working and formal agendas for Tuesday, September 8th. This grant is due at ADECA by the close of business Monday, August 31st. I have called and confirmed with Mrs. Karen B. Clifton, Juvenile Justice Program Supervisor, that a signed grant application by the chairman is sufficient to meet their deadline.

I am requesting that the chairman review this grant and please sign the same with the full commission confirming his action on Tuesday, September 8th. If the Commission confirms Chairman Dean's action, I will hand deliver the Commission action to ADECA to be included in our grant packet. This is a 100% grant with no funds required from Montgomery County.

Thank you for your consideration!

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 8/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount _____ and for the purpose set forth in this application

1. Applicant

Name Montgomery County Commission
 Address P.O. Box 1667
 Montgomery, AL 36102-1667
 Phone # 334-832-4950
 Fax #
 E-Mail

3. Authorizing Official

Name Elton Dean, Chairman
 Title Montgomery County Commission
 Address P.O. Box 1667
 Montgomery, AL 36102-1667
 Phone #
 Fax #
 E-Mail

2. Implementing Agency

Name Montgomery County Juvenile Court
 Phone # 334-261-4100

Signature *Elton Dean* Date: _____

4. Project Director

Name Bruce R. Howell
 Address P.O. Box 9219
 Montgomery, AL 36108-9219
 Phone # 334-261-4100, Ext. 123
 Fax # 334-261-4132
 E-Mail brucehowell at mc-ala.org

5. Financial Officer

Name Sherrill Thomas, Finance Director
 Address Montgomery County Commission
 P.O. Box 1667
 Phone # Montgomery, AL 36102-1667
 Fax # 334-832-1268
 E-Mail 334-832-2533
 sherrillthomas at mc-ala.org

Signature *Bruce R. Howell* Date: *8/28/15*

Signature _____ Date: _____

6. Type of Application

- ☒ Original
☐ Continuation of Previous Grant

7. Program Under Which Application is Made

(Include Purpose Areas addressed if applicable)
 Type II Part B
 Juvenile Formula Grant

Number: _____

8. Active membership in any Statewide associations or coalitions?

9. Project Start Date (Estimated)
 12/01/15

10. Project Ending Date (Estimated)
 11/30/16

11. Name of the Project (Brief Descriptive Title)
 Connections Project
 Aftercare Monitoring

12. Grant Funds Requested
 \$71,776.00

13. Will other Federal Support be available for any part of this project? ☐ es ☒ X

14. DUNS Number:

(If yes, identify and explain on Page 3)

15. Sam.gov Registration Expiration Date:

16. Congressional Districts Served:

17. Organization Type (Check one which applies)

- | | | |
|--|--|--|
| ☐ State Agency | ☐ Public College or University | ☐ Private Not-for-Profit Agency |
| ☐ Local Government | ☐ Private College or University | ☐ Private For-Profit Company |
| ☐ Other Government Entity | ☐ Public Not-for-Profit Agency | ☐ Private Individual |

18. Project Summary: (Suitable for a news release pertaining to this project)

See attached.



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

Montgomery County Commission

Address

101 S. Lawrence Street

334-832-1210

City, State, Zip

Montgomery, AL 31104

Telephone Number

State Agency / Department that will receive goods, services or is responsible for the grant award

Alabama Department of Economic and Community Affairs

Address

401 Adams Avenue / P.O. Box 5690

City, State, Zip

Montgomery, AL 36103-5690

Telephone Number

334-242-5897

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 Good or Service	Amount Received
N/A		

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 Received
ADECA / LETS	2-23-15	\$6,847.00
ADECA / LETS	2-17-15	\$95,500.00

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
N/A		

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, is applied for knowingly providing incorrect or misleading information.

Elton Hlean

Signature

8-28-15

Date

Jammy L Nix

Notary's Signature

8-28-15

Date

3/5/2016

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.

**Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
Law Enforcement and Traffic Safety Division
Juvenile Justice Program**

SECTION 1. STATEMENT OF THE PROBLEM

In 2008, U.S. law enforcement agencies made an estimated 1.2 million arrests of persons under age 18. According to the Federal Bureau of Investigation, juveniles were responsible for 14.5% of all arrests and 15.4% of all violent crime arrests during the same year. In fact, juveniles were involved in 27% of burglary arrests, 27% of robbery arrests, 22% of weapons arrests, 12% of aggravated assault arrests, 10% of murder arrests and 11% of all drug abuse arrests. A disproportionate number of arrests for violent crimes involved African-American youth (39% of arrests compared to 12% of the total population). Federal Bureau of Investigation 2008 statistics further reveal there were 12,832 juvenile arrests in Alabama, 14.5% directly related to alcohol or drug charges.

A review of 34 studies concluded that youth in the juvenile justice system experience substantially higher rates of mental health disorders than youth in the general population (Otto et al 1992). Additionally, research indicates that up to 70% of the estimated daily average of more than 90,000 adjudicated youth cycling through local and state adult and juvenile placements or facilities have a mental disorder (e.g., conduct disorder, anxiety, depression). These juveniles are reportedly at a higher risk of suicide at as much as four times the general juvenile population. More than half of the juveniles have histories of exposure to violence, neglect, abuse and trauma. It is estimated that up to 75% of young offenders have a

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
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substance abuse disorder and as many as 20% of this group also have a co-morbid mental health condition sufficient to impair daily functioning (Hunsiker 2007).

The most recent internal survey of juveniles served at our Davis Treatment Program revealed 36% of them reported problems with depression, 7% indicated having suicidal ideations, 30% of clients reported having problems with anxiety and 5% had a reported history of sexual abuse. Another report indicates that more than half of incarcerated youth are reported to experience major depression and almost two-thirds report suffering from anxiety (Sickmund 2005), and 66% of males in the juvenile justice system met the criteria for at least one mental disorder (Teplin et al 2002). Further, the 1999 Surgeon General's report suggests that the disproportionate number of African-American youth represented in the juvenile correctional system (over 40%) is considered at particularly high risk for mental health disorders.

Juvenile offenders returning to their families and communities from institutional confinement face a myriad of challenges. Youth are often returned back to families with family violence, substance abuse, unresolved mental health disabilities, and poverty. Many are returned with few supporting programs, high crime rates, possible homelessness, unemployment, school re-enrollment challenges, and poorly performing schools (Nellis 2009). In addition, fewer than half of the youth in state juvenile justice agencies who were on psychotropic medications were given a refill upon release from the institution (Cuellar et al 2005). Many juveniles are not

Connections Aftercare/Reentry Project
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welcome at home, where they may have victimized families or where parents fear the offenders' influence on siblings (Coordinating Council on Juvenile Justice and Delinquency Prevention, 2001). From the systems perspective, the obstacles are also daunting. Organizational barriers to the implementation of effective aftercare programs include insufficient numbers of qualified staff, limited organizational capacity, inadequate funding and a lack of linkages (Altshuler et al 1999). It is not surprising that the recidivism rates for juvenile parolees range from 55% to 75% (Wiebush et al 2000). Recidivism rates in some localities in the U.S. for juvenile offenders range from 50-70% (Nellis 2009). In 2014 there were 1491 juveniles committed to the Alabama Department of Youth Services (ADYS). Juveniles in the custody of the ADYS are placed in a facility operated by the ADYS or a privately contracted program specific to the assessed treatment needs of the youth. Individual Service Plans, developed by multidisciplinary teams, are developed for each youth. Education services are also provided, which are designed to offer specialized education and remedial services through Individualized Education Plans. A large percentage of youth in the custody of the ADYS successfully complete the requirements to be positively discharged. Sadly, too many of these juveniles return.

**Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
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SECTION 2. GOALS AND OBJECTIVES

The Montgomery County Commission will contract an agency or vendor as the lead organization to implement the Connections Aftercare/Reentry Project. Other essential partners will include the Montgomery County Family Court, Montgomery Area Mental Health Authority and the Chemical Addictions Program. The overriding goal of the Connections Project is to decrease recidivism rates by 40% for thirty Montgomery County youth who have been released from the Alabama Department of Youth Services. The Connections Project will meet this broad goal by developing a system to adequately address the treatment and continuing care needs of the incarcerated youth with the assistance of social media, texting and/or smart phone technology. Specific objectives to meet the goal are as follows:

- Maintain continuous contact and support with target population for 24 months post discharge with the outcome of keeping the youth connected with vital treatment and community supports. A case manager through documented clinical interventions, in-home services, and constant contact via text or smart phone technology will accomplish this.
- Assist the participants in maintaining a high rate of compliance with their continuing care plan. A case manager will manage the continuing care plans for each juvenile released from confinement for a 24-month period.

The above objectives will be accomplished through on-going communication with each participant via smart phone calls and texting. Each participant will be given a

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
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smart phone to facilitate this critical piece of the project. The communications will be used to:

- Remind the participant of mental health, substance abuse, medical, and social services appointments
- Provide positive affirmations
- Conduct random check-ins related to conditions of probation and curfew
- Announce random drug-screen testing
- Remind participant of his/her aftercare plan objectives
- Serve as a source of contact for crisis intervention needs

Additional goals for each participant to be accomplished by the successful implementation of the Connections Project include the following:

- Reduce alcohol and drug use
- Improve family and home conditions
- Improve self-sufficiency including vocational involvement in school or work; legal, income, and public assistance
- Reduce criminal justice involvement
- Improve mental and physical health status including medication compliance
- Improve social support and connectedness

**Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
Law Enforcement and Traffic Safety Division
Juvenile Justice Program**

SECTION 3. METHODS AND PROCEDURES

The methods and procedures for this project have a history of successful outcomes through a previous program operated by The Bridge, Inc. (2011 and 2012). The Bridge, Inc. received a Second Chance Act grant through the Bureau of Justice Assistance (BJA) – a division of the U.S. Department of Justice - via the Alabama Department of Mental Health to provide the Return and Recover Program. This program used cell phone technology to manage comprehensive aftercare plans for juveniles with a co-occurring diagnosis (substance use disorder and mental illness) who were exiting one of the ADYS facilities. The extensive follow-up of the 30 participants of this program showed only a 13.3% recidivism rate. Dr. Anne Bush was the lead evaluator for the program and his results showed very positive results. An independent sample t-test on 17 graduating participants on the criterion variables of reduced alcohol and drug use, reduced recidivism, improved familial relations, improved social connectedness, and improved general well-being. The program showed a great deal of enthusiasm and juveniles were extremely eager to participate in the program. Portions of the sustainability plan were continued in several of the programs operated by The Bridge, Inc.

One full-time supervisor working Monday through Friday and one part-time case manager working 16 hours on weekends will staff the project. This will allow for 7

**Connections Aftercare/Reentry Project
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days per week coverage and contacts in a project dominated by smart phone contacts and texting.

In order to effectively implement a continuum of reentry services, the proposed project will consist of three phases: pre-release, aftercare and transitional aftercare. The phases are distinguished by the environment in which they occur (confinement vs. community) and the intensity of supervision. To the extent possible, service delivery will be coordinated with the ADYS, The Bridge, Inc., Montgomery Area Mental Health Authority (MAMHA), Chemical Addictions Program (CAP), and the juvenile probation.

The adoption of comprehensive intensive aftercare services offered through the Connections Project represents an enhancement of both current systems linkages and services/treatment. Specific enhancements include the hiring of a Project Supervisor and case manager, the extensive coordination of smart phone technology use and distribution to the target population, and systems coordination planning. Smart phones will be assigned to the Connections Project participants upon release from the institutions, residential programs or group homes for the purpose of maintaining regularly scheduled and non-scheduled contacts with the juveniles.

Phase One – Pre-release

Upon receipt of a Notification of Release for a Montgomery area youth in an ADYS facility or contracted residential program, the Project Supervisor will make contact with the juvenile's case worker, therapist or counselor to explain the project and do

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the initial screening. The screening will determine if the juvenile will become a participant in the Connection Project. The following will be considering in the screening process:

- The juvenile's willingness to participate in the project.
- The number of supports (family, financial resources, education, etc.) available to the juvenile. The fewer supports, the more likely the juvenile will value the smart phone and comply with the project.
- The diagnoses and wrap around services needed to make the juvenile successful.

At this point a Connections file will be opened for any juvenile approved for the project and the aftercare plan will be commenced. The aftercare/case management plan will be jointly designed using input from the Connections staff, ADYS staff, MAMHA and CAP staff, as well as the participant and his/her parents. Instead of an obligatory aftercare plan, the Connections Project will ensure a well-prepared and mutually designed strategy. This process will consist of a comprehensive case management and social service needs assessment (i.e. vocational, educational, family, mental health, peer relationships, financial management, residential stability, health, living skills, anger management, communications skills, motivation). The Connections Project Supervisor will be responsible for making the necessary arrangements and linkages with agencies and individuals in the community that relate to know risk and protective factors. The

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
Law Enforcement and Traffic Safety Division
Juvenile Justice Program

supervisor and the case manager will work closely with the participant's probation officer and parents to begin formalizing community linkages and supports so the youth will not experience a delay in service access and utilization. In addition, the supervisor will be charged with engaging the participant and family for reintegration to the community. In order to accomplish this task, several steps will be taken:

1. The supervisor or case manager will visit the juvenile during the last 30 days of his/her confinement
2. The supervisor or case manager will initiate monthly telephone contacts on a monthly basis with the participant and his/her family to discuss the project and the aftercare strategy.
3. The supervisor or case manager will conduct a home assessment prior to the participant's return and review and reinforce effective parenting techniques. Referral for more intensive therapy for the parents may be made if deemed appropriate.
4. The participant will be introduced to the use of smart phones as part of his aftercare planning and communication. The rules and expectations of the project will be reviewed with the participant.

Phase Two – Aftercare

The Aftercare phase of the Connections Aftercare project last for 9-12 months and is very thorough. Each participant will be given a smart phone with 1500 minutes and

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
Law Enforcement and Traffic Safety Division
Juvenile Justice Program

unlimited texts. The comprehensive aftercare plan is fully implemented upon the participant's release from confinement. Intensive case management is implemented to ensure the delivery of all required services. The supervisor or case manager will provide random smart phone surveillance during evenings and weekends. Random drug screening will be done through an agreement with Aegis Laboratories or point of care screens. Smart phone calls or texts will occur 2 to 5 times weekly for each participant. The supervisor or case manager though monthly in-home visits will make parental involvement. Probation oversight is secured through required participation in the project and is a part of the ADYS aftercare plan and probation plan.

Phase 3 – Transition Aftercare

On a monthly basis, a multidisciplinary team consisting of Connections staff, probation officers, and members of CAP and/or MAMHC will review the case management plan of each juvenile. When the participant has remained compliant with his/her plan for a period of four consecutive months, he/she may be "phased down" to transition aftercare. During this phase, the juvenile will be assigned a level of contacts ranging from 3-5 per month. This contact will include the following: (1) probation compliance checks; (2) routine contact with the project supervisor; (3) affirmation statements; (4) random urinalysis; and (5) case management intervention reminders. Juveniles will be expected to fulfill the goals and objectives stated in their case management plan including but not limited to

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
Law Enforcement and Traffic Safety Division
Juvenile Justice Program

completion of substance abuse treatment programs, community service hours, employment placement and individualized educational achievement.

During the Transitions Aftercare phase quarterly review of the case management plan by the multidisciplinary team will continue through the termination of the project. At the end of this phase (approximately 12 months) juveniles who have complied with the project requirements will be eligible for graduation from the Connections Project. Continued participation in the support systems established will be encouraged as a tool for preventing relapse and re-offending. The project can be completed in a two-year period of time.

SECTION FOUR. EVALUATION

A Client Profile Form (CPF) will be completed on all participants that will provide information regarding the institution or residential placement the juvenile is exiting, source of referral, demographic characteristics, contact information, assigned smart phone information, and diagnoses. A Service Utilization Log (SUL) will also be kept on each participant to document the extent, nature and frequency of services provided and received, academic progress, re-incarceration, drug-screen results, psychotropic medication compliance, and compliance with the individualized case management plan. A smart phone contact log (SPCL) will be maintained that tracks contact attempts, nature of contacts, contact initiator, phones distributed/collected, and identified usage compliance problems. A Case Management Discharge Form (CMD) will also be completed on each participant. Finally, staff reflecting the

Connections Aftercare/Reentry Project
Montgomery County Commission
Juvenile Justice Title II Part B Formula Grant Program – ADECA
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Juvenile Justice Program

diversity of the participant population will undertake post-intake and post-release interviews at requisite intervals. Aggregate data collection and analysis will be conducted annually and reported to all stakeholders.

BUDGET NARRATIVE

The budget request for the first year of this project totals \$71,780 and reflects salaries and fringe benefits (\$53,907) for one full-time Project Supervisor and one 16-hour (weekend) case manager. The budget includes \$1,313 for travel expenses for staff to meet with the participants prior to release from the ADYS and periodic home visits. The operating expenses include the purchase of monthly “minutes” cards for all participants and project staff. These cards will provide unlimited calls and texting for each participant. We have budgeted 29 participants and staff during year one at \$45 per month for 12 months (\$15,660). It is unlikely all of these cards will be purchased during the initial year therefore we are hoping the remainder of these funds can be used in subsequent years. We have budgeted purchasing 30 LG smart phones from Walmart at a cost of \$30 per phone (\$900.00).

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 3, 2015

AGENDA

SEP - 8 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract regarding 60th Anniversary of the Montgomery Bus Boycott

In support of the 60th anniversary of the Montgomery Bus Boycott, Chairman Dean is requesting that the County Commission enter into a contract with the Montgomery Improvement Association to provide educational activities for youth during the anniversary celebration.

The State of Alabama previously awarded the Montgomery County Commission two community service grants totaling \$52,861.50. Under Alabama Code Section 41-24-3, community service grants may be used to promote learning, history, and culture. Educational activities for youth during the historical 60th anniversary celebration of the Montgomery Bus Boycott qualify as an appropriate use of these funds.

I request that the Commission waive rules to authorize a contract with the Montgomery Improvement Association in the amount of \$52,861.50 to provide educational activities for youth during the historical 60th anniversary celebration of the Montgomery Bus Boycott, which will be funded by the community service grants.

Should you have any questions, please contact me.

DLM/tn

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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AGENDA

SEP - 8 2015

September 3, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Probate and Revenue South Construction Budget

At the Montgomery County Commission meeting on August 17, 2015, John Chambliss presented drawings of the Probate and Revenue south office for final review by the Probate Judge, Revenue Commissioner, and the City of Montgomery. Final contract documents have since been produced with an estimated design and construction budget of \$1,004,341.00.

I request that the Commission waive rules and approve the final contract documents and \$1,004,341.00 design and construction budget.

Cost Analysis - Proposed Pier One Building- Design and Construction Budgets

Final Cost Estimate - Updated, September 2, 2015

Concept Estimate - Range of Magnitude			
Item	Description	SF	TOTAL
<i>Construction Estimate Architecture & Engineering, etc.</i>		8,640	\$905,499.00
	<i>All consulting, including environmental, survey, detailed estimating, existing conditions, etc.</i>		\$83,842.00
		TOTAL	\$1,004,341.00
Total Recommended Budget:			\$1,004,341.00
Average Development Cost per SF			\$116.24

Estimate does not Include: Building Acquisition Costs, Furniture, Vending, or Business Equipment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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MONTGOMERY COUNTY COMMISSION

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AGENDA

SEP - 8 2015

September 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Schneider Electric Final Pay Application for Youth Facility

Please find attached an application for final payment of \$224,996.23 to Schneider Electric Buildings Americas, Inc., on its Guaranteed Energy Savings Contract at the Montgomery County Youth Facility.

I request that the Commission waive rules and approve final payment to Schneider Electric Buildings Americas, Inc.

TO: Montgomery County
101 S. Lawrence Street
Montgomery, Alabama 36102-1667



APPLICATION NO: 17

PERIOD TO: July 25, 2015

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

PROJECT # PC12P0148

APPLICATION DATE: July 25, 2015
CUSTOMER PO #: Signed Contract

MCC Youth Facility Remodel Project

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS 0.00	DEDUCTIONS
APPROVED CHANGE ORDERS Amendment #4 Fire Alarm System Replacement	168,938.83	
TOTALS:	168,938.83	0.00
NET CHANGE BY CHANGE ORDERS	168,938.83	

1. ORIGINAL CONTRACT SUM.....	\$4,330,985.27
2. NET CHANGE BY CHANGE ORDERS.....	\$168,938.83
3. CONTRACT SUM TO DATE.....	\$4,499,924.10
4. TOTAL COMPLETED AND STORED TO DATE.....	\$4,499,924.10
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.....	\$4,499,924.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$4,274,927.87
8. CURRENT PAYMENT DUE.....	\$224,996.23
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.

Printed Name: Ricky Porter

BY:

DATE: 7/20/15

STATE OF: ALABAMA COUNTY OF: MONTGOMERY
SUBSCRIBED AND SWORN TO BEFORE ME THIS
DAY OF July, 2015
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires 3/5/16

AGENDA

SEP - 8 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *me*

DATE: September 2, 2015

RE: Invitation to Bid No. 51100-15B-029
Move District Attorney's Office

Request that rules be waived to approve award on the above referenced Invitation to Bid to the lowest bidder, Armstrong Transfer and Storage Co., Inc. dba Armstrong Relocation Company, in the amount of \$13,955.00, be placed on the agenda for the County Commission meeting on September 8, 2015 (Copy of spreadsheet attached.)

Coordination of award made with Daryl Bailey, District Attorney and Shaun Lehman, Information Technology Support Coordinator.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 13 BIDS MAILED					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51100-15B-029					Coleman American 1285 Parker Street Montgomery, AL 36108 (334) 263-0585		C& R Movers, LLC 5067 Business Park Dr. Montgomery, AL 36116 (334) 233-6766		Bonded Moving & Storage Co., Inc 2975 W. Edgemont Avenue Montgomery, Alabama 36108 (334) 281-0140 NO BID		Armstrong Relocation & Companies 212 Total Solutions Way Birmingham, AL 35007 (205) 942-1625		Admiral Movers 1200 Newell Parkway Montgomery, AL 36110 (334) 262-6666	
DATE ISSUED: 08/14/2015														
DATE OPENED: 09/11/2015														
REQUESTING DEPARTMENT: Probate Court														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	Items will be moved from 1 Dexter Plaza		1											
	to Annex I, 100 S. Lawrence Street													
	Montgomery, AL, Montgomery County Court House													
	and Montgomery County Youth Facility													
	Montgomery, AL													
2	Items will be moved from Montgomery County		1											
	Court House, 251 S. Lawrence Street,													
	to Annex I, 100 S. Lawrence Street,													
	Montgomery County Youth Facility													
	1111 Air Base Blvd., Montgomery, AL													
3	Items will be moved from Montgomery County		1											
	Youth Facility to the basement of Montgomery													
	County Court House, 251 S. Lawrence Street													
4	Move office furniture and equipment not being		1											
	utilized at Annex I, 100 S. Lawrence Street,													
	Montgomery, AL to the basement of													
	Montgomery County Court House													
	251 S. Lawrence Street													
						\$ 16,575.00		\$28,999.99				\$13,955.00	\$22,995.00	

Notes:

PRE- BID MEETING ON AUGUST 26,2015- 4 VENDORS ATTENDED

232

5% Local Bid Preference Calculation

Lowest Bid:

<u>Armstrong Relocation & Companies</u>	\$13,955.00
---	-------------

5% Local Preference	<u>697.75</u>
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Maximum Awardable Amount	\$14,652.75
---------------------------------	--------------------

Montgomery County Vendor Bid:

<u>Coleman American Moving Service</u>	<u>\$16,575.00</u>
--	--------------------

Award of bid:

<u>Armstrong Relocation & Companies</u>	<u>\$13,955.00</u>
---	---------------------------

AGENDA

SEP - 8 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: September 3, 2015

RE: Invitation to Bid No. 52110-15B-030
Polo Shirts MCSO

Request that rules be waived to approve award on the above referenced Invitation to Bid to the lowest eligible bidder, Logoland Marketing, in the amount of \$7,280.00, be placed on the agenda for the County Commission September 8, 2015. (Copy of spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 36 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-15B-030				LOGOLAND MARKETING 1035 TURKEY CREEK RD MATHEWS, AL 36052 (334)850-7645		INTERNATIONAL PROMOTIONAL IDEAS 1310 LOUIS AVE ELK GROVE VILLAGE, IL (847)439-6700		MUNICIPAL AND COMMERCIAL UNIFORMS 2208 3RD AVE NORTH BIRMINGHAM, AL 35203 (205)324-6011		LOGO BRANDERS, INC. 1161 LAGOON BUSINESS MONTGOMERY, AL 36117 (334)277-1144		BOB BARKER COMPANY 134 NORTH MAIN ST FUQUAY-VARINA, NC 27526 (919)346-2137	
DATE ISSUED: 08/20/2015													
DATE OPENED: 09/3/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Short sleeve men's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$21.00	\$ 840.00	\$13.00	\$520.00	\$21.35	\$854.00	\$22.75	\$910.00	\$28.31	\$1,132.40
2	Short sleeve men's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$21.00	\$ 840.00	\$16.00	\$640.00	\$22.60	\$904.00	\$24.75	\$990.00	\$29.31	\$ 1,172.40
3	Short sleeve women's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$21.00	\$ 840.00	\$13.00	\$520.00	\$21.35	\$854.00	\$22.75	\$910.00	\$28.31	\$1,132.40
4	Short sleeve women's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$21.00	\$ 840.00	\$16.00	\$640.00	\$22.60	\$904.00	\$24.75	\$990.00	\$29.31	\$ 1,172.40
5	Long sleeve men's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$24.50	\$ 980.00	\$14.00	\$560.00	\$24.10	\$964.00	\$25.99	\$1,039.60	\$32.98	\$ 1,319.20
6	Long sleeve men's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$24.50	\$ 980.00	\$17.00	\$680.00	\$25.60	\$1,024.00	\$27.99	\$1,119.60	\$34.90	\$ 1,396.00

Notes:

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24-3

ABSTRACT FOR BIDS: 36 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-15B-030				LOGOLAND MARKETING		INTERNATIONAL PROMOTIONAL IDEAS		MUNICIPAL AND COMMERCIAL UNIFORMS		LOGO BRANDERS		BOB BARKER	
DATE ISSUED: 08/20/2015													
DATE OPENED: 09/3/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Long sleeve women's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$24.50	\$ 980.00	\$14.00	\$560.00	\$24.10	\$964.00	\$25.99	\$1,039.60	\$32.98	\$ 1,319.20
8	Short sleeve women's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$24.50	\$ 980.00	\$17.00	\$680.00	\$25.60	\$1,024.00	\$27.99	\$1,119.60	\$34.90	\$ 1,396.00
Total Cost of Polo Shirts MSCO					\$7,280.00		\$4,800.00		\$7,492.00		\$8,118.40		\$10,040.00

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 36 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52110-15B-030				KIRSTEN SALES INC. 2010 EGGERT RD AMHERST, NY 14226 (716)832-7571		NAFECO, INC. 1515 W. MOULTON ST DECATUR, AL 35601 (800)322-6233		THE STRONG GROUP 37 TRINITY PLACE HEWLETT, NY 11557 (516)766-6300		APPLIED SYNERGY, LLC P.O. BOX 26494 MONTGOMERY, AL 36121 (334)301-6612		AZAR'S UNIFORMS 5767 CARMICHAEL RD MONTGOMERY, AL 36117 (334)244-1133	
DATE ISSUED: 08/20/2015													
DATE OPENED: 09/3/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Short sleeve men's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$18.00	\$ 720.00	\$29.75	\$1,190.00	\$23.81	\$952.40	\$33.00	\$1,320.00	\$39.00	\$ 1,560.00
2	Short sleeve men's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$20.00	\$ 800.00	\$34.25	\$1,370.00	\$24.81	\$992.40	\$33.00	\$1,320.00	\$41.00	\$ 1,640.00
3	Short sleeve women's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$18.00	\$ 720.00	\$29.75	\$1,190.00	\$27.81	\$1,112.40	\$33.00	\$1,320.00	\$39.00	\$ 1,560.00
4	Short sleeve women's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$20.00	\$ 800.00	\$34.25	\$1,370.00	\$29.31	\$1,172.40	\$33.00	\$1,320.00		\$ -
5	Long sleeve men's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$22.00	\$ 880.00	\$33.00	\$1,320.00	\$23.81	\$952.40	\$36.00	\$1,440.00	\$46.00	\$ 1,840.00
6	Long sleeve men's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$24.00	\$ 960.00	\$37.50	\$1,500.00	\$24.81	\$992.40	\$36.00	\$1,440.00	\$49.00	\$ 1,960.00

Notes:

244

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 36 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52110-15B-030				KIRSTEN UNIFORMS INC.		NAFECO		THE STRONG GROUP		APPLIED SYNERGY LLC		AZAR'S UNIFORMS	
DATE ISSUED: 08/20/2015													
DATE OPENED: 09/3/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Long sleeve women's polo shirt (polyster) various colors; Sizes: S,M, L, XL, 2X	EA	40	\$22.00	\$ 880.00	\$33.00	\$1,320.00	\$27.81	\$1,112.40	\$36.00	\$1,440.00	\$46.00	\$ 1,840.00
8	Long sleeve women's polo shirt (polyster) various colors; Sizes: 3X,4X	EA	40	\$24.00	\$ 960.00	\$37.50	\$1,500.00	\$29.81	\$1,192.40	\$36.00	\$1,440.00		
Total Cost of Polo Shirts MSCO					\$ 6,720.00		\$10,760.00		\$8,479.20		\$11,040.00		\$ 10,400.00

Notes:

24-5

September 3, 2015

MEMORANDUM

TO : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

FROM : Major Jon G. Briggs
Montgomery County Sheriff's Office

SUBJECT : MCSO Polo Shirt Bid
52110-15B-030

In reviewing the Bid responses received this date, I have determined that of the 10 responses from vendors, 5 vendors took exceptions to the bid specifications as outlined in the published bid. Responses from International Promotional Ideas, Municipal and Commercial Uniforms, Bob Barker Company, Kirsten Sales, and Nafeco Inc were deemed ineligible as a result of the exceptions. Azars Uniforms submitted a no bid on 2 of the listed items and were not considered as acceptable bids. The 4 remaining bids met all bid specifications and considered eligible for consideration. Based upon the responses from those 4 vendors, I recommend that the bid be awarded to Logoland Marketing for \$7,280.00 for the MCSO Polo Shirt contract.

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

AGENDA

SEP - 8 2015

September 8, 2015

TO: Montgomery County Commissioners

FR: Carmen Douglas, Personnel Director

RE: 2015 CLERICAL STUDY RESULTS

The clerical study has been completed and the Personnel Department has three options for you to consider. In conducting the study, we took into consideration how the responsibilities of support staff have evolved over the last several years. Therefore new titles, job descriptions and minimum qualifications have been developed to reflect this evolution. I have included a spreadsheet that provides greater details of each of the options and I have included a brief summary of each option below.

Option 1

The estimated cost to implement option 1 is less than \$25,000. The support staff will be reclassified to their new classification and when required they will also be moved to their new pay grade without an additional step increase in pay.

Option 2

The estimated cost to implement option 2 is less than \$43,000. The support staff will be reclassified to their new classification and when required they will also be moved to their new pay grade and receive an additional step increase in pay.

Option 3

Is the same as option 1; however, it will also include an option of assignment pay for the direct report support staff of the Division heads and elected officials ranging from \$500 - \$1250 per year. This option will cost less than \$30,000.

It is my recommendation that the county implement option 3 before the end of the calendar year. The main goal of the study was to ensure that the job duties performed are properly reflected in the job descriptions, to streamline the testing process, and to assist in recruiting by ensuring that the minimum qualifications are representative of what an applicant needs to be successful upon employment. Since the market adjustment addressed pay deficiencies, an additional step increase (Option 2) is not recommended.

If you need any additional information or would like to discuss further, please let me know.

GENERAL CLERICAL SERIES

This series includes positions performing a wide range of clerical and administrative support functions. At higher levels, these positions directly support executive directors, department directors and managers by coordinating office functions such as personnel actions, budget preparation and control, purchasing, and payroll making decisions covered by City, County or Airport policies and procedures and in many cases supervising lower clerical employees. Many positions in this series require qualifications, skill and abilities testing and most positions at higher levels are assumed to possess the knowledge, skills and abilities specified for positions at lower levels. All positions assist departments by performing office, clerical and admin support functions in efforts to allow departments to carry out the major functions of the department.

Grade	Classifications	Former Class(es)
A07	Executive Assistant. Employees in this class perform a full range of general and specialized clerical procedures with differentiation from lower clerical levels in providing direct support to cabinet members and major department heads in a variety of administrative functions and may supervise lower level clerical employees. Work procedures are similar in nature to the Specialist level such as managing major functions such as payroll, budget preparation and control, purchasing supplies and equipment, personnel actions, various report and document generation, and/or managing record keeping and filing systems but work is differentiated due to the size and complexity of the department supported. Work in this class is non-routine and cyclical in nature. Work requires full knowledge of office administration. Qualifications: 6 years of clerical/office administrative experience which demonstrates full knowledge of office functions. A Technical Certification in Office Administration or closely related area may (required as of Jan 1, 2018) substitute for one year of experience. Advanced training in office administrative or closely related area is preferred at this level.	Executive Secretary
A06	Senior Administrative Assistant. Employees in this class perform a full range of general and specialized clerical procedures with differentiation from lower clerical levels in providing full, direct support to large department managers or cabinet members in a variety of administrative functions and typically supervises lower level clerical employees. Work procedures include but not limited to managing payroll, budget preparation and control, purchasing supplies and equipment, personnel actions, general administrative functions such as developing department various reports and documentation, managing record keeping and filing systems, and/or basic bookkeeping duties such as accounts payable, department billing and receiving payments. Work in this class is non-routine and cyclical in nature. Work requires full knowledge of office administration and supervisory skill. Qualifications: Four (4) years of clerical/office administrative experience which demonstrates full knowledge of office functions. A Technical Certification in Office Administration or closely related area may (required as of Jan 1, 2018) substitute for one year of experience. Advanced training in office administrative or closely related area is preferred at this level.	Admin Secs, Clerk IV

A05	Administrative Assistant. Employees in this class perform a full range of general and specialized clerical procedures with differentiation from lower clerical levels in providing full, direct support to smaller department managers, cabinet members or large division heads in a variety of administrative functions and typically supervises lower level clerical employees. Work procedures include but not limited to managing payroll, budget preparation and control, purchasing supplies and equipment, personnel actions, general administrative functions such as developing department various reports and documentation, managing record keeping and filing systems, and/or basic bookkeeping duties such as accounts payable, department billing and receiving payments. Work in this class is non-routine and cyclical in nature. Work requires full knowledge of office administration and supervisory skill. Qualifications: Three (3) years of clerical/office administrative experience which demonstrates full knowledge of office functions. A Technical Certification in Office Administration or closely related area may (required as of Jan 1, 2018) substitute for one year of experience. Advanced training in office administrative or closely related area is preferred at this level.	Clerk III/IV
A04	Administrative Support Specialist. Employees in this class perform a wide-range of general and specialized clerical procedures designed to assist departments in completing the specific department functions. Work procedures include but not limited to general office duties such as typing various forms, reports, documentation, ordering supplies, organizing office filing systems, assisting in functions such as payroll and budget, handling cash drawers, office inventory, answering phones and/or basic bookkeeping. Work in this class is not always repetitive and may be cyclical in nature. Employees can exercise some judgment and decision making within the defined functions they support. Work requires knowledge of general office procedures and specific knowledge and abilities required by the specific department functions and personnel they support. Employees in this class may lead lower level clerical employees. Qualifications: Two (2) years of general clerical experience which demonstrates knowledge of office functions. A Technical certification in Office Administration or closely related area may (required as of Jan 1, 2018) substitute for one year of experience. Experience must indicate typing proficiency for general clerical work.	Clerk Typist II, Clerk III
A03	Administrative Support Associate. Employees in this entry-level class perform more basic data entry, general clerical work including answering phones (receptionist), filing, retrieving and in-putting information with clearly defined instructions. Tasks in this class are typically repetitive in nature and require no policy interpretation. Qualifications: HS Diploma, Typing test requirement of (25-37 (composite score WPM-errors)) words per minute.	Clerk II, Clerk Typist II

NOTE: Support staff within the clerical series assigned to a cabinet member, elected official and county division heads are eligible to receive incentive pay of \$500 - \$1250 per year as long as they are assigned to that position with that reporting relationship. This incentive accounts for the city/county-wide nature of the administrative support functions and/or the nature of the work performed because of the reporting relationship.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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AGENDA

SEP - 8 2015

September 2, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Insurance Renewals & Coverage for the 2015 / 2016 Fiscal Year

I have outlined the insurance renewal information for the upcoming year:

Excess Workers Comp – will maintain the same deductible of \$600,000 (\$750,000 - Sworn Officers) and the same rate of .18167 per \$100 of payroll. This coverage is with New York Marine & General Insurance and was secured through Palomar Insurance. The projected premium is \$67,690.

Life Insurance – will maintain the same combined rate of \$.17 per \$1,000 of coverage valid until July 1, 2016. Harmon Dennis Bradshaw obtained this extension with Hartford for Life Insurance and AD&D. This has been the same rate for the last three years. The projected premium is \$65,740.

Property Insurance – will maintain the same deductible of \$10,000 and the same rate of .049 per \$100 of value. The premium was secured through Colonial Insurance with Affiliated FM. The projected premium is \$100,703.

Excess Liability – will maintain the same deductible of \$750,000 and the same rate. The premium was secured through Colonial Insurance with States Risk Retention Group. The projected premium is \$194,470.

I would like to discuss the insurance renewals with the Commission at the next meeting.

Changes to the Open Meetings Law Act 2015-340

The Alabama Legislature passed legislation during the 2015 Regular Session to amend certain aspects of the Open Meetings Law, original enacted in 2005. This is the first time this law has been amended – and most of the amendments are aimed at clarifying the original intent of the law made murky by recent rulings from the Supreme Court of Alabama.

Many of the amendments are positive for local government, providing a little more latitude in the area of economic development discussions and interviewing for department head positions. Additionally, the changes clarify that committees created by a governmental body are subject to the Open Meetings Law and that governmental bodies cannot hold “serial meetings” to avoid the open meeting requirements of the law.

The following is an overview of the major changes in the law pursuant to Act 2015-340.

Committees and Subcommittees

The Act amends the definition of “meeting” to include the following as a fourth “gathering” that constitutes a “meeting”:

The gathering, whether or not it was prearranged, of a quorum of a committee or subcommittee of a governmental body during which the members of the committee or subcommittee deliberate specific matters relating to the purpose of the committee or subcommittee that, at the time of the exchange, the participating members expect to come before the full governmental body, committee, or subcommittee at a later date.

Committees and subcommittees are also now included in the list of circumstances that do not constitute a meeting, such as attending social gatherings or conferences and/or meeting with state or federal officials.

Economic Development Gatherings

The Act amends the section setting out what circumstances do not constitute a meeting to allow for “on-site inspections or meetings with applicants for economic incentives or assistance from the governmental body” as long as there is **no deliberation**.

Additionally, occasions where a quorum of a body, committee, or subcommittee gathers to discuss an economic, industrial, or commercial prospect or incentive is not considered a meeting provided the discussion does not include conclusions “as to recommendations, policy, decisions or final action” – i.e., there is **no deliberation**.

Two Member Gatherings

The Act clarifies that two members of a governmental body can talk together at any time as long as they do not deliberate – and specifically applies this provision to “two members of a full governmental body having only three members”.

Serial Meetings

One of the major components of Act 2015-340 is specific language to define – and prohibit – serial meetings. The new Act sets out in detail when a serial meeting occurs and the circumstances under which these gatherings violate the law.

A serial meeting occurs when there is a series of gatherings of two or more members of a governmental body if each of the following applies:

- There is less than a quorum of the body present at each individual gathering and at least one member attends one or more other gatherings in the series.
- The total number of members attending two or more of the series of gatherings collectively constitutes a quorum.
- There is no notice or opportunity for the public to attend as provided in the law.
- The participating members deliberate specific matters they expect to come before the body at a later date.
- The series of gatherings was held for the purpose of circumventing the law.
- At least one of the gatherings in the series occurs within seven calendar days of a vote on any of the matters deliberated.

It is important to note that the law requires proof that the gatherings were held for the purpose of circumventing the law.

The Act provides that “gatherings” are not considered serial meetings if:

- There is no deliberation
- The sole purpose of the gathering was to exchange background and education information with members on specific issues.
- The gatherings are related to a search to fill a position for persons required to file a Statement of Economic Interests until the search has been narrowed to three or fewer persons under consideration.
- The gatherings only involve a single member of a governmental body.

There are a few other “exceptions” that do not generally apply to local government.

Enforcement

One of the cases recently decided by Alabama's Supreme Court dealt with who had "standing" to bring an action for violation of the Open Meetings Law and who was entitled to receive penalties paid in the event of such violation. The new Act addresses these two issues in the following manner:

1. Only citizens who have been "impacted by the alleged violation to an extent which is greater than the impact on the public at large" can bring action under the law, and his or her petition must state specifically how he or she is or will be impacted to a greater extent than the general public.
 - This is actually more limiting than the original law which allowed for actions by *any* Alabama citizen
 - Actions can still be brought by any media organization, the attorney general, or the district attorney
2. Any civil penalties ordered by the court shall be payable to the plaintiff(s).
3. There shall be a minimum penalty of one dollar (\$1.00).

In addition to these "clarifications", the Act also requires that all causes of action based on or arising out of the same alleged violations shall be consolidated into one action.

- No member of a body shall be subject to further liability following a final order related to the same alleged violations.
- Clearly this is another plus for local government.

These amendments to the Open Meetings Law take effect on September 1, 2015.

"MEETINGS" AND "DELIBERATION" UNDER ALABAMA'S OPEN MEETINGS LAW

The new open meetings act (Act 2005-40) is designed to bring some clarification to an almost century-long debate between public officials and the news media. Alabama's current open meetings law, which is repealed effective Oct. 1, 2005, has no definition of "meeting." Because there has been no direct legal pronouncement regarding what is and what is not a meeting, public officials and the news media have clashed when trying to determine whether informal "gatherings" of public officials constitute "meetings" and, therefore, must conform to the requirements of the open meetings act.

The new statute recognizes that there are a variety of circumstances during which public officials may "deliberate" on the public's business. The act also goes to great length to ensure that all such occasions are open to the public and are conducted **ONLY** after the body has provided notice to the public. The opening section of the new law states:

"It is the policy of this state that the deliberative process of governmental bodies shall be open to the public during meetings as defined in Section 2(6) of this act. Except for executive sessions permitted in Section 7(a) of this act or as otherwise expressly provided by other federal or state statutes, all meetings of a governmental body shall be open to the public and no meetings of a governmental body may be held without providing notice pursuant to the requirements of Section 3. No executive sessions are required by this act to be held under any circumstances. Electronic communications shall not be utilized to circumvent any of the provisions of this act." (Emphasis added)

While the existing law is written very broadly, the new statute that is effective Oct. 1, 2005, includes very detailed rules governing every aspect of a meeting conducted by governmental bodies in Alabama. The new law includes important definitions to assist in understanding how the new provisions will be applied. It is essential that public officials recognize that the definitions utilized in this act apply **ONLY** to this act. For example, a "gathering" of county commissioners may be a "meeting" as defined in and for the purposes of this act. However, that does not mean the county commission can conduct public "business" at such a gathering.

The act also prohibits the utilization of "electronic communications" to "circumvent any of the provisions" of the new act. Efforts by public officials to use the telephone, e-mail or even internet chat rooms to avoid compliance with the act will constitute a violation and will likely gain statewide media attention and criticism.

WHAT IS A "MEETING"?

For the purposes of this act, there are three separate circumstances which will constitute a meeting of the county commission (or a committee or subcommittee of the commission). Once any one of these conditions is met and the existence of a meeting is established, the county commission is required to comply with the provisions of the act – including the posting of notice.

1. A pre-arranged gathering of a quorum of the commission required by law;

- This will be the "regular" county commission meeting

2. A pre-arranged gathering of a quorum of the commission where the body is authorized by law to exercise its powers;

- This will be any special or emergency meeting called under the procedures set out in Code of Alabama 1975, § 11-3-8 (as amended by Act No. 2004-384)
- This section could also apply to the administrative or agenda-setting meeting, if the county commission routinely takes action during these meetings. Otherwise, these administrative meetings are more likely to fall under category 3 as explained below.

3. Any other gathering of a quorum of the commission (whether or not it was pre-arranged) where the body will deliberate on specific matters which the body believes it will vote on, either immediately following the gathering or at a later time.

- This will be any administrative or agenda-setting meeting at which the body does not take action but only deliberates the agenda for the up-coming regular commission meeting.
- This will also be any informal session or occasion during which commissioners deliberate how they will vote on a specific issue that they expect to be addressed at a meeting of the body

The new act specifically provides that a meeting is *not* any of the following

- Social or other gatherings attended by a quorum of the body provided the members do not deliberate on matters the members believe the body will act on later
- Conventions, conferences, media events, and trainings attended by a quorum of the body provided the members do not deliberate on matters the members believe the body will act on later

- Gatherings of a quorum to meet with state or federal officials, such as legislators and state agency heads — *Examiners of Public Acts*
Many Ponder said EPA applies to this section 7/13/09
- Gatherings of less than a quorum *DLH*

The question of "deliberation" is the key to determining whether or not a "gathering" of the body becomes a "meeting" of the body. It is the clear intent of the law to draw a distinction between those occasions when members of the body gather to discuss matters and those occasions when the members of the body gather and "deliberate" on matters that are expected to come before the body for action at a future date.

Should members of a public body begin "deliberation" during these information gatherings, the gatherings will (by operation of law) become "meetings" for the purpose of this act. When such deliberation begins, the public officials involved will have committed a violation of the open meetings law if no "notice" of the meeting was given by the governing body. Because the members of the commission do not intend these informal gatherings to be actual "meetings" for the purpose of taking votes on public matters, there will be no "notice" of the time and place of the informal gathering. Without this notice, the members who move from discussion to "deliberation" will have committed an easy-to-prove violation of the new statute.

WHAT IS "DELIBERATION"?

Because the issue of "deliberation" is at the heart of determining when social or other "gatherings" turn into "meetings", it is important to closely examine the definition of "deliberation" in the new act:

"An exchange of information or ideas among a quorum of members of a governmental body intended to arrive at or influence a decision as to how the members of the governmental body should vote on a specific matter that, at the time of the exchange, the participating members expect to come before the body immediately following the discussion or at a later time." (Emphasis added)

* Deliberation does *not* include every conversation between members of the county commission regarding an issue which may or may not come before the body. Deliberation takes place when a number of members of the body constituting a quorum exchange information on how they intend to vote on a specific matter, and/or the appropriate action to take on a specific issue that is expected to come before the body.)

County officials must be careful in their communication to ensure that, when a quorum is present, they do not "exchange" information about how they intend to vote or that they do not "exchange" information intended to influence how another member of the body will vote.. The

determination of whether or not "deliberation" has occurred will, in the end, be a decision which can only be made by a judge. However, county officials should be careful and avoid the obvious situations in which they are being asked how they will vote on a specific matter.

WHAT IS A "QUORUM"?

A "meeting" (as defined in this act) that results from the act of "deliberation" between members of a public body can occur only when a quorum of the body is involved. The act includes its own definition of a quorum:

"Unless otherwise provided by law, a "quorum" is a majority of the voting members of a governmental body. Except where a governmental body is prohibited from holding a non-emergency meeting as defined in Section 2(6)a.1. between the date of election of members and the date such members take office, any person elected to serve on a governmental body shall be counted in the determination of whether a quorum of that governmental body is present, except for any meeting as defined in Sections 2(6)a.1. and 2., beginning on the date of certification of the results of the general election. In the case of appointment to a governmental body, any person shall be counted in the determination of whether a quorum of that governmental body is present, except for any meeting as defined in Sections 2(6)a.1. and 2., from the date that the appointment is made or issued whether or not the appointment is effective on that date." (Emphasis added)

In most circumstances, a quorum of a county commission as defined under this act will be the number of members representing a quorum of the commission. Commissions which include the Judge of Probate or county-wide elected chairman as the presiding officer, should include such presiding officer in the number of commission members when determining the number of persons necessary to constitute a quorum for the purposes of this act.

The definition of quorum also establishes a procedure that includes persons who have been elected or appointed to public positions but have not yet taken office. County commissions are exempted from this requirement, but other public bodies associated with county government are not exempted. For example, this provision would mean that persons who have been elected to the local school board but have not yet taken office cannot "deliberate" with other members of the body or others who have been elected to the school board without triggering the open meeting statute.

WHAT IS A "GOVERNMENTAL BODY"?

The act says governmental bodies must comply with the open meeting requirements. Although county commissions and their committees and sub-committees are included within this definition, members of other local groups should review the definition closely to determine whether or not the group is a "governmental body" and therefore subject to the act:

All boards, bodies, and commissions of the executive and legislative departments of the state or its political subdivisions or municipalities which