

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

APRIL 21, 2014

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Revenue Commission Janet Buskey
Juvenile Court Administrator Bruce Howell
Project Manager Jessica Horsley with the Montgomery Chamber of Commerce
Finance Director Sherrill Thomas

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 7, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Agreement with Seay, Seay & Litchfield, P.C., Regarding Architectural Services for the Restroom Project at the West Probate/Revenue Office, County Commission
2. Consider Agreement with Alabama Department of Environmental Management Regarding Scrap Tire Program, Engineering Department
3. Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 1, 2, 3, 4, and 8 with Southeast Materials Corporation Regarding Crushed Stone, Engineering Department
4. Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 5, 6, and 7 with Dunn Construction Regarding Crushed Stone, Engineering Department
5. Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 9, 10, and 11 with APAC Midsouth, Inc., Regarding Crushed Stone, Engineering Department
6. Consider Amendment Number 2 to Contract Number 53000-12B-013 with Wiregrass Construction Company, Inc., Regarding Plant Mix, Engineering Department
7. Consider Amendment Number 2 to Contract Number 51901-12B-007 with Glidden Professional Paints Regarding Paint and Paint Supplies, Support Services
8. Consider Changing the Name of the One Place Family Justice Center to the Brooks-Sellers One Place Family Justice Center, Courthouse Annex IV, District Attorney's Office
9. Consider Budget Change Request Number 16, for Restroom Project at the West Probate/Revenue Office, \$102,000 Construction Cost from Fund Balance, County Commission
10. Consider County Employee Blood Drives for 2014, County Commission
11. Consider Authorization to Donate Surplus Printers to the Montgomery County Board of Education, Probate Judge's Office
12. Consider Proposed Revisions to the Rules of Procedure for the Montgomery County Commission
13. Consider Proposed Revisions to the Policy for Recording Proceedings of the Montgomery County Commission
14. Consider to Recognize and Deny Claim Filed by Nancy Higgins, County Commission
15. Consider to Recognize and Deny Claim Filed by Anthony Smith, County Commission

16. Consider Payment of 2014 Membership Dues to the International City/County Management Association for Risk Manager Scott Kramer, Risk Management
17. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
18. Consider Irregular Step Increase for Assistant Chief Probate Clerk from Pay Grade A10, Step 3 to Pay Grade A10, Step 5, Probate Judge's Office
19. Consider Position Fill Request for Customer Service Clerk, Position Number 750016058, Probate Judge's Office
20. Consider Position Fill Requests – Detention Facility (2)
 - (1) Corrections Officer Trainee/Corrections Officer, Position Number 090
 - (2) Clerk II, Position Number 235
21. Consider Position Fill Request for Fingerprint Classifier, Position Number 188, Sheriff's Office
22. Consider Position Fill Request for Juvenile Detention Officer, Position Number 900300018, Youth Facility
23. Consider Position Fill Request for Two Service Maintenance Worker I's, Position Numbers 900701011 and 900701049, Youth Facility
24. Consider Travel/Training Requests (12)

Reports from Staff:

County Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

CEO Jackie Bushman and President Lewis Figh with Buckmasters
Mr. Antonio Parker with Maggie Street Community Development Corporations
Office Manager Sarah Ellen Thompson and Artistic Directors Jenni Payne and Darren
McIntyre with the Montgomery Ballet

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 5, 2014

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.

MAY 19, 2014

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.

MAY 26, 2014

County Holiday (Memorial Day)

JUNE 2, 2014

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.

JUNE 16, 2014

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JULY 4, 2014

County Holiday (Independence Day)

JULY 7, 2014

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JULY 21, 2014

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Deputy Administrator – County Commission Office
Fill action continues for 1 Mapping Technician – Appraisal Department
Fill action continues for 3 Appraiser II – Appraisal Department
Fill action continues for 1 Clerk III – Appraisal Department
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Purchasing Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Revenue Examiner – Tax & Audit Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 29 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 Corrections Officer / Corporal – Detention Facility
Fill action continues for 1 CREO 1 (Bridge) – Engineering Department
Fill action continues for 2 Road Maintenance Supervisor's – Engineering Department
Fill action continues for 5 CREO 1's – Engineering Department
Fill action continues for 2 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 3 Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Retired RSA Employee – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator I/II – Sheriff's Office
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

April 21, 2014

Agenda

APR 21 2014

04-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-11-14

Check Number	To	Check Number
242618		242714
Total Checks Paid		\$1,023,763.10

CHECK #	PAYEE	AMOUNT	DATE
242617	Postmaster Bulk Mailing	\$14,295.85	04/08/14

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

04-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-11-14

Check Number	To	Check Number
242715		242799
Total Checks Paid		\$845,803.00

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
04/18/14**

Payroll Check Number	119378	To	Payroll Check Number	119469	\$ 62,925.63
Direct Deposits					\$ 786,554.44
Payroll Check Number	119470	To	Payroll Check Number	119499	\$ 241,861.42
Direct Deposits					\$ 334,657.95
Federal Deposits					\$ 309,315.73
Total Payroll Paid					\$ 1,735,315.17

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Seay, Seay & Litchfield regarding West Probate/Revenue Office

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agreement, an Agreement with Seay, Seay & Litchfield, P.C., regarding architectural services concerning the restroom project at the West Probate/Revenue Office

I am requesting approval of this Agreement.

DLM/tn

Attachment

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Seventh day of March in the year Two Thousand Fourteen

(In words, indicate day, month and year.)

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

The Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104
Telephone Number: 334-832-1210

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

Seay, Seay & Litchfield, P.C., Professional Corporation
1115 South Court Street
Montgomery, Alabama 36104
Telephone Number: 334-263-5162
Fax Number: 334-263-5170

for the following Project:
(Name, location and detailed description)

Probate West
3075 Mobile Highway
Montgomery, Alabama 36108
Phase I: Studies, Programming, and Planning Services for the facilities..– See Article 12
Phase II: All construction work resulting from Phase I studies including but not limited to
Architectural and Engineering Services for the Probate West – See Article 12

The Owner and Architect agree for a period of one (1) year (March 27, 2014 to March 27, 2015) as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(1918397285)

TABLE OF ARTICLES

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6	COST OF THE WORK
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

In accordance with attached certificates.

.2 Automobile Liability

In accordance with attached certificates.

.3 Workers' Compensation

In accordance with attached certificates.

.4 Professional Liability

In accordance with attached certificates.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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User Notes:

(1918397285)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

Init.

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

Init.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the

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provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building information modeling	Architect	
<i>(Row deleted)</i>		
§ 4.1.7 Landscape design	Architect	
§ 4.1.8 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.9 Value Analysis (B204™-2007)	Architect	
§ 4.1.10 Detailed cost estimating	Architect	
<i>(Rows deleted)</i>		
§ 4.1.11 Post occupancy evaluation	Architect	
§ 4.1.12 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.13 Tenant-related services	Architect	

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§ 4.1.14	Coordination of Owner's consultants	Architect	
§ 4.1.15	Telecommunications/data design	Architect	
§ 4.1.16	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.17	Commissioning (B211™-2007)	Architect	
§ 4.1.18	Extensive environmentally responsible design	Not Provided	
§ 4.1.19	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.20	Fast-track design services	Not Provided	
§ 4.1.21	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.22	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

(Row deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

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- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Multiple (more than two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly (meaning every other week) visits to the site by the Architect over the duration of the Project during construction
- .3 Multiple (more than two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Multiple (more than two) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 12 (twelve) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such

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services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

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any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Dispute Resolution

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

see attached Alabama Building Commission schedule of basic fee rates for Group III, Attachment "B"- (major renovation multiplier of 1.25 times fee applies)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly plus expenses - see attached "A" Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly plus expenses - see attached "A" Hourly Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attachment A

Employee or Category Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 Cost for Advertisement and/or Invitation to Bid in newspapers or publications. Owner may pay direct without mark up from Architect.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

15 % fifteen percent

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Refer to page 1- Phase I: Studies, Programming, and Planning Services to be billed based on hourly rates plus expenses- refer to Attachment "A." Phase II: Architectural Basic Services per Article 3 for the Montgomery County Youth Facility to be invoiced based on percentage of construction cost- refer to paragraph 11.1.

12.2 The Architect will employ the following engineers:
Electrical: Mills-Conoly
Mechanical: Zgouvas-Eiring

12.3 Owner's Representative shall be Mr. Donnie Mims, unless the Architect receives other written instructions by the Owner.

12.4 Should the Owner wish to reduce the construction cost after the bidding and negotiation phase, the Architect will assist the Owner in working with the qualified lowest bidder in an attempt to reduce the construction cost by making minor deletions and/or changes. This process would be referred to as "Value Analysis". Successful completion of this may result in a lower contract amount in relation to the lowest qualified bid amount. Payment for this will be based on the hourly rates (plus expenses) as noted in para 11.7.

12.5 The Owner shall be responsible for providing the Architect complete site surveys, geotechnical engineering, environmental surveys and testing, which may be necessary for the completion of the Architectural Design and the completion of the planning phase, construction contract documents. The Architect will assist the Owner in the coordination of these other design disciplines. Payment for this will be based on the hourly rates (plus expenses) as noted in para 11.7.

12.6 The Owner shall require the General Contractor to provide all insurance required by the Alabama Building Commission and an Owner's Protective Liability Policy in the amount of \$1,000,000 prior to executing an agreement between the Owner and the General Contractor. Additionally named primary insureds shall be "the Owner, the Architect, the Engineering Consultants, and the General Contractor as primary insured with the Owner being named first, except not on Worker's Compensation;" all insurance certificates shall provide for "Waiver of Subrogation" against "the Owner, Architect, and the Engineering Consultants," by the Contractor, each Subcontractor, and their insurers. Copies of the Alabama Building Commission requirements are available from the Architect or through the Alabama Building Commission website.

12.7 There shall be no reduction in fee for actual services provided due to deductive change order items.

12.8 Unless specifically agreed to in writing, Architect's fees do not include the use of a Owner's Construction Manager or program manager as a project delivery method.

12.9 It is agreed that in the event asbestos, lead-based paint, mold, or PCB contamination are encountered in the course of this work, or if there is a reasonable belief that it will be encountered, the Owner will engage the services of an industrial hygienist (or equivalent) or any other professional consultant requested and approved by the Owner to plan and administer its' abatement or removal.

12.10 The services described below are not included in Basic Services and shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. These services shall only be provided if authorized or confirmed in writing by the Owner. The Architect shall notify the Owner prior to commencing such services.

Extra services shall include, but are not limited to the following:

- a. Providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Owner's schedule or the method of bidding or negotiating and contracting for construction.
- b. Providing services in connection with evaluating substitutions proposed by the Contractor after the Bidding and Negotiation Phase and make subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- c. Providing services in evaluating claims submitted by the Contractor or others in connection with the Work.
- d. Providing services in connection with separate consultants retained by the Owner.
- e. Providing finished models, finished renderings or photographs for Owner's use.
- f. Providing drawings to be used as legal exhibits for contracts or agreements and providing services for review and execution of required legal documents, to include but not be limited to: lien subordination agreement; lien waiver agreements; legal exhibits for contracts and leases; loan closing documentation; and any assignment of document ownership other than as described herein for the use of persons such as Owner, lender(s), user(s), and Owner's engineer(s) and consultants(s), contractor, subcontractors, material vendors, fabrication and installers.
- g. Providing record drawings after project has been constructed.

12.11 The Architect will work with the Owner or Owner's agent to develop a project schedule after project programming is complete.

12.12 Construction Cost shall be the total cost of construction including all applicable sales and other taxes; and this construction cost shall be the basis for calculation of compensation.

Init.

12.13 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees or of any other persons performing portions of the Work. Neither the professional activities of the Architect, nor the presence of the Architect or its employees and consultants at the construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's Agreement with the General Contractor.

12.14 Project Betterment: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Attachment A-Hourly Rates, Attachment B-Schedule of Fees, Attachment C-Certificate of Liability Insurance

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

OWNER

(Signature)

Mr. Elton Dean, Chairman Montgomery County
Commission

(Printed name and title)

ARCHITECT

(Signature)

Frank E. Litchfield, III, President/Treasurer Seay,
Seay, and Litchfield, P.C.

(Printed name and title)

Int.

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User Notes:

(1918397285)

18

1-19

Attachment "A"
Professional Design Services Hourly Rates
Seay, Seay, & Litchfield, P.C.

Category	Rates
Senior Principal Architect	\$200.00
Principal Architect	\$165.00
Architect	\$140.00
Project Manager/Intern Architect IV	\$120.00
Project Manager/Intern Architect III	\$115.00
Graduate Intern Architect II	\$90.00
Intern Architect I	\$80.00
Architectural Clerical	\$70.00
Field Technician	\$50.00

Additional Expenses Not Included in the Basic Services Fee

Reimbursable Expenses = Cost x 1.15%

Travel Expenses = \$0.565 per mile (out of town travel)

Consultant Fees

All rates below shall be multiplied by 1.15 for architect mark-up.

Mills-Conoly Engineering

Principal/Engineer	\$173/hr
Engineering Designer	\$116/hr
Engineering Drafter	\$87/hr
Clerical	\$58/hr

Zgouvas, Eiring, & Associates, Inc.

Principal Mechanical	
Engineer	\$150/hr
HVAC Designer	\$115/hr
Plumbing Designer	\$115/hr
P/HVAC Drafter	\$75/hr
P/HVAC Clerical	\$50/hr

Richard Campbell

Cost Consultant	\$35/hr
-----------------	---------

Attachment “B”

Seay, Seay, & Litchfield, P.C.

State of Alabama Schedule of Basic Fee Rates

COST OF THE WORK	FEE IN PERCENTAGE				
	BUILDING GROUP				
	I	II	III	IV	V
Up to \$100,000	8.0	9.0	10.0	11.0	12.0
100,001 to 200,000	7.0	8.0	9.0	10.	11.0
200,001 to 300,000	6.0	7.0	8.	9.0	10.0
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7
600,001 to 700,000	5.6	6.6	7.6	8.6	9.6
700,001 to 800,000	5.5	6.5	7.5	8.5	9.5
800,001 to 900,000	5.4	6.4	7.4	8.4	9.4
900,001 to 1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001 to 1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001 to 1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001 to 1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001 to 2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001 to 2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001 to 3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001 to 3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001 to 4,000,000	4.5	5.5	6.5	7.5	8.5

4,000,001 to 5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001 to 6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001 to 8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001 to 10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001 to 12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001 to 14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001 to 16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001 to 18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001 to 20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001 to 22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001 to 24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001 to 27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001 to 30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001 to 33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001 to 36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001 to 39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001 to 42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001 to 46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001 to 50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001 to and over	2.5	3.5	4.5	5.5	6.5



SEAYS-1

OP ID: EN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance, Inc. 3300 Gatsby Lane (36106) P.O. Box 11408 Montgomery, AL 36111-0408 William M. Richardson, III		CONTACT NAME: Bill Richardson/Kim Bradley PHONE (A/C, No, Ext): 334-277-8970 E-MAIL ADDRESS: k.bradley@thomins.com FAX (A/C, No): 334-271-0491		
INSURED Seay, Seay and Litchfield, PC Jim Seay 1115 South Court Street Montgomery, AL 36104		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Insurance Company		38288
		INSURER B : Tudor Insurance Company		37982
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			21SBATO5604	06/15/2013	06/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			21UECJT3173	06/15/2013	06/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			21SBATO5604	06/15/2013	06/15/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	21WECZQ5129	06/15/2013	06/15/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Arch & Eng Prof Liab			AEL1003500	07/07/2013	07/07/2014	Per claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****FORPROO**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William M Richardson III

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Tammy Nix

From: Platt Boyd <PBoyd@sslarch.com>
Sent: Thursday, April 03, 2014 2:26 PM
To: Donald Mims
Cc: Frank Litchfield; Tammy Nix
Subject: Probate West Contract
Attachments: M.2014-4-3 Schedule.pdf; Attachments to B101-2007 - Final.pdf; DOC040314.pdf

Donnie

Attached is the contract for Probate West Renovations. I have also attached a memo on the initial estimate and a schedule for completion. I can get the hard copies of the contract to you as soon as I know that everything looks good on it.

If you have any questions please let me know.

Thanks
Platt

R. Platt Boyd IV, AIA, LEED AP

Seay Seay & Litchfield, P.C.

Architecture | Interiors | Planning | Graphics

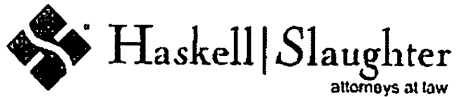
1115 S. Court Street, Montgomery, AL 36104

p | 334.263.5162

f | 334.263.5170

www.sslarch.com

Quality by Design



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

April 15, 2014

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement with Seay, Seay & Litchfield, PC

I have reviewed your memorandum of April 10, 2014 and the agreement regarding the restroom project at the West Probate/Revenue Office.

It is my opinion that everything in the agreement appears to be in order. The agreement will be binding on all parties if executed.

I am of the opinion that the services provided for in this agreement 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 agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

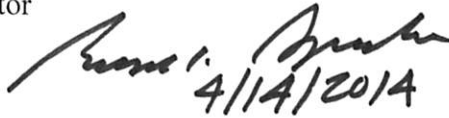
Agenda

APR 21 2014

April 14, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 
4/14/2014

SUBJECT: Approval of the Scrap Tire Agreement between the Montgomery County Commission and the Alabama Department of Environmental Management

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between the Montgomery County Commission and the Alabama Department of Environmental Management, for the Scrap Tire Program. The Commission was briefed on this item at the March 10, 2014 meeting and agreed to hold it as a future agenda item. The agreement will expire on March 31, 2017 and is in the amount of \$300,000.00.

Please return both copies with original signatures to this office for further processing.

GCS/jmk

Attachments

cc: File

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
MONTGOMERY COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Montgomery County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for The collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$300,000.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on March 31, 2017. This Agreement is conditioned upon the receipt of sufficient funds to the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or

unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall

be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

19. Requisite Reviews and Approvals

Montgomery County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Montgomery County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Montgomery County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.,
Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2014.

"ATTACHMENT A"

SCOPE OF SERVICES

This Scope of Services is applicable to the collection, management, disposal and/or offering for beneficial use of discarded scrap tires and associated regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama. The agreement shall reimburse expenses associated with the services described below up to **\$300,000**.

Montgomery County Commission shall provide the following services pursuant to the Agreement. Montgomery County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies and any other items or activities to provide the following services (Note: Services may also be performed by non-profit groups described below if approved by the County to perform the services.)

- Collect discarded scrap tires and any associated regulated solid waste from right-of-way locations within Montgomery County. These sites should not constitute an unauthorized accumulation of scrap tires or an unauthorized dump as defined by ADEM regulations (if more than 100 scrap tires in a single location or an unauthorized dump are identified, the Department should be notified immediately of the location). The discarded scrap tires and associated regulated solid waste to be collected should be located on right-of-way property or at another location where a non-profit organization (i.e. Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) is conducting a cleanup.
- Manage the discarded scrap tires and/or regulated solid waste in an appropriate manner until disposal.
- Either properly transport and dispose of the collected discarded scrap tires and associated regulated solid waste in an approved disposal facility or properly transport and offer for beneficial use the collected scrap tire material or associated regulated solid waste to a Department-approved facility.
- Conduct site restoration/closure activities, if necessary, to minimize erosion for areas where soils have been disturbed by heavy machinery.
- Submit to the Department documentation for disposal or offerings for beneficial use for all collected material (i.e. landfill disposal receipts, end-user agreements/manifests).

This agreement shall remain valid from date of execution of the interagency cooperative agreement until March 31, 2017.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Contract with Southeast Materials Corporation

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agenda, Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 1, 2, 3, 4, and 8 with Southeast Materials Corporation regarding crushed stone for the Engineering Department.

I am requesting approval of this Amendment.

DLM/tn

Attachment

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

**AMENDMENT
TO
CONTRACT# 53000-13B-011 Item No. 1, 2, 3, 4, 8**

Amendment No. 1

Contract No. 53000-13B-011 Item No. 1, 2, 3, 4, 8, Crushed Stone for Montgomery County Engineering Department, is hereby amended as follows:

- Contract period will begin on June 1, 2014 and will end June 1, 2015.
- Price of items on the contract has increased in accordance with the attached.
- All other provisions of the contract shall remain the same

Witness:

Southeast Materials Corporation

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



SOUTHEAST MATERIALS CORPORATION
3500 BLUE LAKE DRIVE, SUITE 480
BIRMINGHAM, ALABAMA 35243
TOLL FREE: (877) 871-1206
PHONE: (205) 871-1206
FAX: (205) 871-1247

March 17, 2014

Ms. Khristie Davis, Buyer
Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36104

RE: Contract # 53000-13B-011, Items 1, 2, 3, 4, and 8

Dear Ms. Davis,

Please use this letter as our formal notice and request to renew the above referenced contract with the allowed 5% increase.

In the future, please update your records to reflect me as your new point of contact as Scott Robinson is no longer with us.

If you have any questions or need any additional information, please let us know.

Kindest Regards,

Emily Griffin
Sales

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Contract with Dunn Construction

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agenda, Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 5, 6, and 7 with Dunn Construction regarding crushed stone for the Engineering Department.

I am requesting approval of this Amendment.

DLM/tn

Attachment

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

**AMENDMENT
TO
CONTRACT# 53000-13B-011 Item No. 5,6,7**

Amendment No. 1

Contract No. 53000-13B-011 Item No. 5, 6, 7, Crushed Stone for Montgomery County Engineering Department, is hereby amended as follows:

- Contract period will begin on June 1, 2014 and will end June 1, 2015.**
- Price of items on the contract has increased in accordance with the attached.**
- All other provisions of the contract shall remain the same**

Witness:

Dunn Construction

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



February 20, 2014

Mrs. Tammy Turner
Montgomery County Commission
P O Box 1667
Montgomery, Al 36102-1667

Dear Mrs. Turner:

It has been our distinct pleasure to assist Montgomery County with its aggregate needs in 2013. Furthermore, it would be a privilege to continue that service. With that in mind Dunn construction will renew the prices on all items on the above referenced bid. Thank you again for the opportunity to serve your aggregate needs.

Sincerely,

Hugh Hagood
Vice President

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

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www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Contract with APAC Midsouth, Inc.

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agenda, Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 9, 10, and 11 with APAC Midsouth, Inc., regarding crushed stone for the Engineering Department.

I am requesting approval of this Amendment.

DLM/tn

Attachment

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

**AMENDMENT
TO
CONTRACT# 53000-13B-011 Item No. 9, 10, 11**

Amendment No. 1

Contract No. 53000-13B-011 Item No. 9, 10, 11, Crushed Stone for Montgomery County Engineering Department, is hereby amended as follows:

- Contract period will begin on June 1, 2014 and will end June 1, 2015.
- Price of items on the contract has increased in accordance with the attached.
- All other provisions of the contract shall remain the same

Witness:

APAC Midsouth, Inc.

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____

Date 6/1/2014
Expiration Date 5/31/2015

Quote No. Q9978



CUSTOMER NO.: 201200
CUSTOMER NAME: Montgomery County Commission
ATTENTION: Tammy Turner, Buyer II
PHONE: 334-832-1603
FAX: 334-832-2547

PROJECT: ITB # 53000-13B-011-B

WILLIAMSON PIT/JACKSON RD/MACON CTY.

AL

I am pleased to quote the following prices on the above project:

Plant	Quantity	Product	F.O.B. Rate	Haul Rate
ALEXANDER CITY QUARRY	Tons	AA399G 3/4" CRUSHER RUN	\$5.90	\$10.00
ALEXANDER CITY QUARRY	Tons	AA599G 1" DOWN - CRUSHER RUN	\$5.90	\$10.00
ALEXANDER CITY QUARRY	Tons	AA901G ADOT # 10 STONE	\$5.90	\$10.00

MEMO:

These prices remain firm for the duration of the project or as specifically designated above upon written acceptance by the Purchaser. When placing an order for Aggregates, please call: Lynn Thomas, ALEXANDER CITY QUARRY, (256) 329-0455.

This price does not include sales or severance tax. If you are awarded a contract, please sign and fax a copy to our office within 60 days of quote date for the price to be valid. Unsigned quotes after 60 days are null and void.

Sam Reed 205-516-7907
Sales Representative
MidSouth Aggregates

Accepted This _____ Day of _____, 2014

Signature/Title

Corporate Office
500 Riverhill Park, Suite 590 Birmingham, Alabama 35242
Office (205)-995-5900 Fax (205)-995-5901



Date 6/1/2014
Expiration Date 5/31/2015

Quote No. Q9979



CUSTOMER NO.: 201200
CUSTOMER NAME: Montgomery County Commission
ATTENTION: Tammy Turner, Buyer II
PHONE: 334-832-1603
FAX: 334-832-2547

PROJECT: ITB # 53000-13B-011-B

PROJECTS WITHIN MONTGOMERY COUNTY

AL

I am pleased to quote the following prices on the above project:

Plant	Quantity	Product	F.O.B. Rate	Haul Rate
ALEXANDER CITY QUARRY	Tons	AA399G 3/4" CRUSHER RUN	\$7.20	\$8.55
ALEXANDER CITY QUARRY	Tons	AA599G 1" DOWN - CRUSHER RUN	\$7.20	\$8.55
ALEXANDER CITY QUARRY	Tons	AA901G ADOT # 10 STONE	\$7.20	\$8.55

MEMO:

These prices remain firm for the duration of the project or as specifically designated above upon written acceptance by the Purchaser. When placing an order for Aggregates, please call: Lynn Thomas, ALEXANDER CITY QUARRY, (256) 329-0455.

This price does not include sales or severance tax. If you are awarded a contract, please sign and fax a copy to our office within 60 days of quote date for the price to be valid. Unsigned quotes after 60 days are null and void.

Sam Reed 205-516-7907
Sales Representative
MidSouth Aggregates

Accepted This _____ Day of _____, 2014

Signature/Title

Corporate Office
500 Riverhill Park, Suite 590 Birmingham, Alabama 35242
Office (205)-995-5900 Fax (205)-995-5901



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 2 to Contract with Wiregrass Construction

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agenda, Amendment Number 2 to Contract Number 53000-12B-013 with Wiregrass Construction Company, Inc., regarding plant mix for the Engineering Department.

I am requesting approval of this Amendment.

DLM/tn

Attachment

6-1

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

**AMENDMENT
TO
CONTRACT# 53000-12B-013**

Amendment No. 2

Contract No. 53000-12B-013, Plant Mix for Montgomery County Engineering Department, is hereby amended as follows:

- Contract period will begin on June 15, 2014 and will end June 14, 2015.
- Price of items on the contract has increased in accordance with the attached.
- All other provisions of the contract shall remain the same

Witness:

Wiregrass Construction Company, Inc.

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



**WIREGRASS
CONSTRUCTION
COMPANY, INC.**

1342 Carmichael Way
Montgomery, AL 36106
PH (334) 356-2560
FAX (334) 356-2570

March 5, 2014

Mrs. Pat Silas
Purchasing Director
Montgomery County Commission Support Services
101 Lawrence Street
Montgomery, AL 36104

RE: Contract Number -53000-12B-013, Plant Mix

Dear Mrs. Silas:

We would be pleased to extend the above referenced project for another year (Expiration, June 14, 2015). Providing we can agree to escalation per the following:

	2013-2014	2014 - 2015
	Price	Price
424A 3/8" WEARING SURFACE ESAL A/B	\$61.60	\$64.68
424A 1/2" WEARING SURFACE ESAL A/B	\$59.50	\$62.47
424A 3/4" WEARING SURFACE ESAL A/B	\$57.40	\$60.27
424B 1" UPPER BINDER ESAL A/B	\$53.20	\$55.86
424C 1 1/2" BASE LAYER ESAL A/B	\$51.10	\$53.65

The above modified prices will be billed for F.O.B. Plant Mix, Wiregrass Construction Montgomery Plant after June 14, 2014 for a period of one year.

Please advise us if it is the County's intention to renew the contract using these prices.

If you should have any questions, please contact me at 334-356-2560.

Sincerely;

Mike Murphree
Project Manager/Estimator
MM/sl

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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MONTGOMERY, ALABAMA 36102-1667

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www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 2 to Contract with Glidden Professional Paints

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place on the next agenda, Amendment Number 2 to Contract Number 51901-12B-007 with Glidden Professional Paints regarding paint and paint supplies for Support Services.

I am requesting approval of this Amendment.

DLM/tn

Attachment

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102**

**AMENDMENT
TO
CONTRACT # 51901-12B-007**

Amendment No. 2

Contract for Paint and Paint Supplies, is hereby extended for one (1) year beginning May 1, 2014 and ending on April 30, 2015.

Prices will increase by 5%, in accordance with the attached price list.

All other provisions of the contract will remain the same.

WITNESS:

GLIDDEN PROFESSIONAL PAINTS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Item No.	Quantity	Description	Unit Price April 2013 – April 2014	Contract Renewal Price May 2014-April 2015
1	25 Each	Interior Water Based Catalyzed Gloss Epoxy Sherwin Williams B70W211 Glidden/PPG 16-551 Benjamin Moore Super Spec 256 5 Gallon Pails	\$95.55	\$100.33
2	25 Each	Interior Water Based Epoxy Gloss Hardener SW B60V15 Glidden / PPG 16-598 BM 256-84 1 Gallon	\$40.55	42.58
3	25 Each	Interior Water Based Catalyzed Epoxy Semi Gloss SW B70W211 Glidden / PPG 16-551 BM Super Spec 256 5 Gallon Pails	\$95.55	\$100.33
4	25 Each	Interior Water Based Catalyzed Epoxy Semi Gloss Hardener SW B60V25 Glidden / PPG 16-599 BM Super Spec 256-86 1 Gallon	\$40.55	\$42.58
5	25 Each	Int / Ext Waterborne Acrylic Enamel Semi Gloss SW B42W111 Glidden/PPG 4206-XXXX BM Super Spec DTM P29 1 Gallon	\$25.11	26.37

6	25 Each	Int / Ext Waterborne Acrylic Enamel Gloss SW B66W501 Glidden/PPG 4208-xxxx BM Super Spec DTM P28 1 Gallon	\$24.64	\$25.87
7	25 Each	Cleaner HD TSP 4.5 Lb Box	\$9.74	\$10.23
8	25 Each	Extra Strength Cleaner	n/a	-
9	25 Each	Paint: Interior Acrylic Flat SW B30-200 Glidden/PPG 1210-xxxx BM W625 5 Gallon Pails	\$71.10	\$74.66
10	25 Each	Paint: Interior Alkyd Semi Gloss SW B34W251 Glidden/PPG 1516-xxxx BM Satin Impervo C235 5 Gallon Pails	\$121.43	\$127.50
11	25 Each	Paint: Interior Flat SW B30W451 Glidden/PPG 1271-xxxx BM Super Spec 275 5 Gallon Pails	\$64.90	\$68.15
12	25 Each	Paint Interior Alkyd Eggshell SW B33W251 Glidden 1512-xxxx BM Dulamel C305 5 Gallon Pails	\$113.65	\$119.33
13	25 Each	Paint Industrial Enamel SW B54xxxx Series Glidden 4308-xxxx BM C133 5 Gallon Pails	\$113.65	\$119.33

14	25 Each	Paint Interior Latex Eggshell SW B20W4451 Glidden/PPG 1473-xxxx BM Super Hide C286 5 Gallon Pails	\$73.55	\$77.23
15	25 Each	Paint Exterior Latex Satin SW A82W51 Glidden / PPG 2412-xxxx BM Super Spec N185 or 184 5 Gallon Pail	\$119.45	\$125.42
16	25 Each	Paint Exterior Latex Gloss SW A82W51 Glidden / PPG 3038-xxxx BM Super Spec N 185 / 184 5 Gallon Pails	\$138.10	\$145.01
17	25 Each	Paint Urethane Alkyd Floor Enamel SW B54W151 Glidden / PPG 3118-xxxx BM Super Spec Urethane Alkyd M22 1 Gallon Cans	\$22.65	\$23.78
18	25 Each	Wooster 4" Nylon Polyester Brush G4143 Glidden / PPG27475/ea Or Approved Equal	\$16.36	\$17.18
19	25 Each	Wooster 3" Nylon Polyester Contractor Brush SW 171-3965 Glidden / PPG 27495/ea Or Approved Equal	\$5.09	\$5.34
20	25 Each	9" x ½ Polyester Roller Cover SW 173-4300 Glidden / PPG 27527/ea Or Approved Equal	\$2.14	\$2.25

21	25 Each	9" x ¾ Roller Cover SW 173-4318 Glidden / PPG 27528/ea Or Approved Equal	\$2.44	\$2.56
22	25 Each	9" x 3/16 Woven Roller Cover SW 173-1769 Glidden / PPG 27519/ea Or Approved Equal	\$2.64	\$2.77
23	25 Each	Bucket Grids 5 Gallon SW 180-1251 Glidden / PPG RVN 82105/ea Or Approved Equal	\$1.10	\$1.16
24	25 Each	Paint Thinner 1 Gallon Containers SW 594-0333 1. Glidden / PPG SNS00030/ea Or Approved Equal	\$7.40	\$7.77
25	25 Each	Purdy Brush 3" White Bristle SW 422-0539 Glidden / PPG 27486/ea Or Approved Equal	\$8.28	\$8.69
26	25 Each	6 ½ Purdy Woven Mini Roller Shed Resistant Twin Pack Glidden / PPG WTI44316/ea Or Approved Equal	\$4.20	\$4.41
27	25 Each	14" Purdy Mini Roller Frame SW 6502-10420 Glidden / PPG XLS06614/ea Or Approved Equal	\$.98	\$1.03
28	25 Each	9" Heavy Duty Wooster Roller Frame R017 Glidden / PPG WBC69079/ea	\$6.99	\$7.34
29	25 Each	Lacquer Thinner 5 Gallon Pails SW 159-4709 Glidden / PPG SNS00016/ea Or Approved Equal	\$52.14	\$54.75

30		Strypeeze Paint Remover 1 Gallon SW 152-7720 Glidden / PPG ACT72001/ea Or Approved Equal	\$27.87	\$29.26
31	25 Each	9 x 12 Drop Cloths Heavy Weight With Rubber Back SW 966-3451 Glidden / PPG TRC80201/ea Or Approved Equal	\$16.69	\$17.52
32	25 Each	Rust Preventative Gloss White Spray Paint Interior / Exterior Glidden / PPG RUS18747/ea Or approved equal	\$3.07	\$3.22
33	25 Each	Oops 1 Gallon SW 573-0163 Glidden / PPG GPI30657/ea or approved equal	\$25.48	\$26.75
34	25 Each	Joint Compound 5 Gallon Pails SW 154-0479 Glidden / PPG NAG02336/ea Or approved equal	\$13.65	\$14.33
35	25 Each	Romans Heavy Duty Clear Adhesive 1 Gallon Cans SW 153-3900 Glidden / PPG Or Approved Equal	\$6.40	\$6.72
36	25 Each	Cove Base Adhesive 1 Gallon Cans	n/a	
37	25 Each	Polyurethane Varnish 1 Gallon Cans SW 102-1153 Glidden / PPG FLO34114/ea (Satin) FLO25914/ea (Gloss) BM Ben Wood 428	\$21.26	\$22.32

38	25 Each	Min Wax Stain 1 Gallon Cans SW A48-200 Glidden / PPG FLO35310/ea BM Ben Wood 234	\$17.72	\$18.61
39	25 Each	Shrink Free Spackling Interior / Exterior 1 Gallon Cans SW 151-2649 Glidden / PPG DAP12143/ea Or Approved Equal	\$16.74	\$17.58
40	25 Each	Simple Green Surface Prep 1 Gallon Cans SW 957-7057 Glidden / PPG SCG40156/ea Or Approved Equal	\$15.20	\$15.96
41	25 Each	Chemical Resistant Stripping Gloves SW 161-7612 Glidden / PPG TRC01812/ea Or Approved Equal	\$1.78	\$1.87
42	25 Each	White Lightning Glazing in A Tube SW 156-6041 Glidden / PPG DAP12049/ea Or Approved Equal	\$3.40	\$3.57
43	25 Each	Silver Brite Aluminum Paint 5 Gallon Pails SW B59S00011 Glidden / PPG 4308-9020 Or Approved Equal	\$95.81	\$100.60
44	25 Each	Kem Bond High Solids Alkyd Universal Metal Red Oxide Primer 5 Gal Pails SW B50NZ0003 Glidden / PPG 4360-xxxx BM Super Spec Z07 Or Approved	\$145.16	\$152.42

		Equal		
45	25 Each	DTM Acrylic Gloss Deep Base 5 Gal Pails SW B66W00113 Glidden / PPG 4208-0400 BM Super Spec DTM29/M29 Or Approved Equal	\$83.20	\$87.36
46	25 Each	Ultra Crete Fine Texture Coating 5 Gallon Pails SW A44-W00801 Glidden / PPG Perma Crete 4-65	\$81.75	\$85.84
47	25 Each	Reducer Lacquer Thinner 5 Gallon Pails K120 SW 154-2315 Glidden / PPG SNS00016/ea Or Approved Equal	\$52.14	\$54.75
48	25 Each	Reducer Lacquer Thinner 5 Gallon Pails K119 SW 154-2315 Glidden / PPG SNS00016/ea Or Approved Equal	\$52.14	\$54.75



Offices of
Daryl D. Bailey
District Attorney



Fifteenth Judicial Circuit of Alabama

AZZIE M. TAYLOR
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

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

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

Agenda

APR 21 2014

April 1, 2014

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Courthouse-Annex III
101 South Lawrence
Montgomery, Alabama 36104

Dear Chairman Dean,

For over 30 years Ellen Brooks, former Montgomery County District Attorney and Karen Sellers, Director of the Family Sunshine Center, have served victims of crime. Their crowning achievement was the creation of the One Place Family Justice Center. One Place was the first Family Justice Center in Alabama and one of only a few centers in the southeast.

Since opening their doors in 2010, One Place has served over 2100 victims of domestic violence and sexual assault providing them with much needed services in one location. This organization has saved lives and continues to enhance the lives of those who walk through the doors needing help.

I currently serve as vice-president of the One Place Board of Directors. On March 19, 2014, I made a motion to the Board to issue a request to the Montgomery County Commission to change the name of the One Place Family Justice Center to the Brooks-Sellers One Place Family Justice Center. The motion was unanimously approved by the Board.

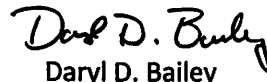
Naming the Center after Ellen and Karen would be a tremendous honor to these very special women who dared to dream about one place for victims to receive the help they need and who tirelessly worked for over 30 years to make it happen.

One Place would not be in existence today if not for the courage and hard work of Ellen Brooks and Karen Sellers.

Chairman Elton N. Dean, Sr.
April 1, 2014
Page 2

On behalf of the One Place Board of Directors and as District Attorney of Montgomery County I request that the Montgomery County Commission change the name for now and forever to the Brooks-Sellers One Place Family Justice Center.

Sincerely, ,


Daryl D. Bailey
District Attorney

CC: Donald L. Mims, Montgomery County Administrator

APR 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/17/2014
DATE: 4/17/2014 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
Probate/Revenue West				
Building Renovations	206-51400.524	0	102,000	102,000
Fund Balance	206.35900		-102,000	
TOTAL		0	0	102,000

JUSTIFICATION:

Budget for the cost of construction for restroom facilities at the Probate/Revenue West location.

Seay
Seay &
Litchfield, P. C.

Architects
Interior Designers

1115 South
Court Street

Montgomery
Alabama 36104

Jim H. Seay, Sr. - Founder
Jim H. Seay, Jr.
Frank E. Litchfield, III

Telephone: (334) 263-5162
Facsimile: (334) 263-5170
Email: mail@sslarch.com

MEMORANDUM



DATE: 3 April, 2014
TO: Donnie Mims
FROM: Platt Boyd
SUBJECT: Probate West

The proposed schedule for completion of the Probate West project is listed below:

Complete	Schematic Design
Complete	Preliminary Design
1 May	Final Design
1 June	Bidding
1 July	Construction Start
1 October	Construction Finish

The budget for the work is tentatively \$102,000



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

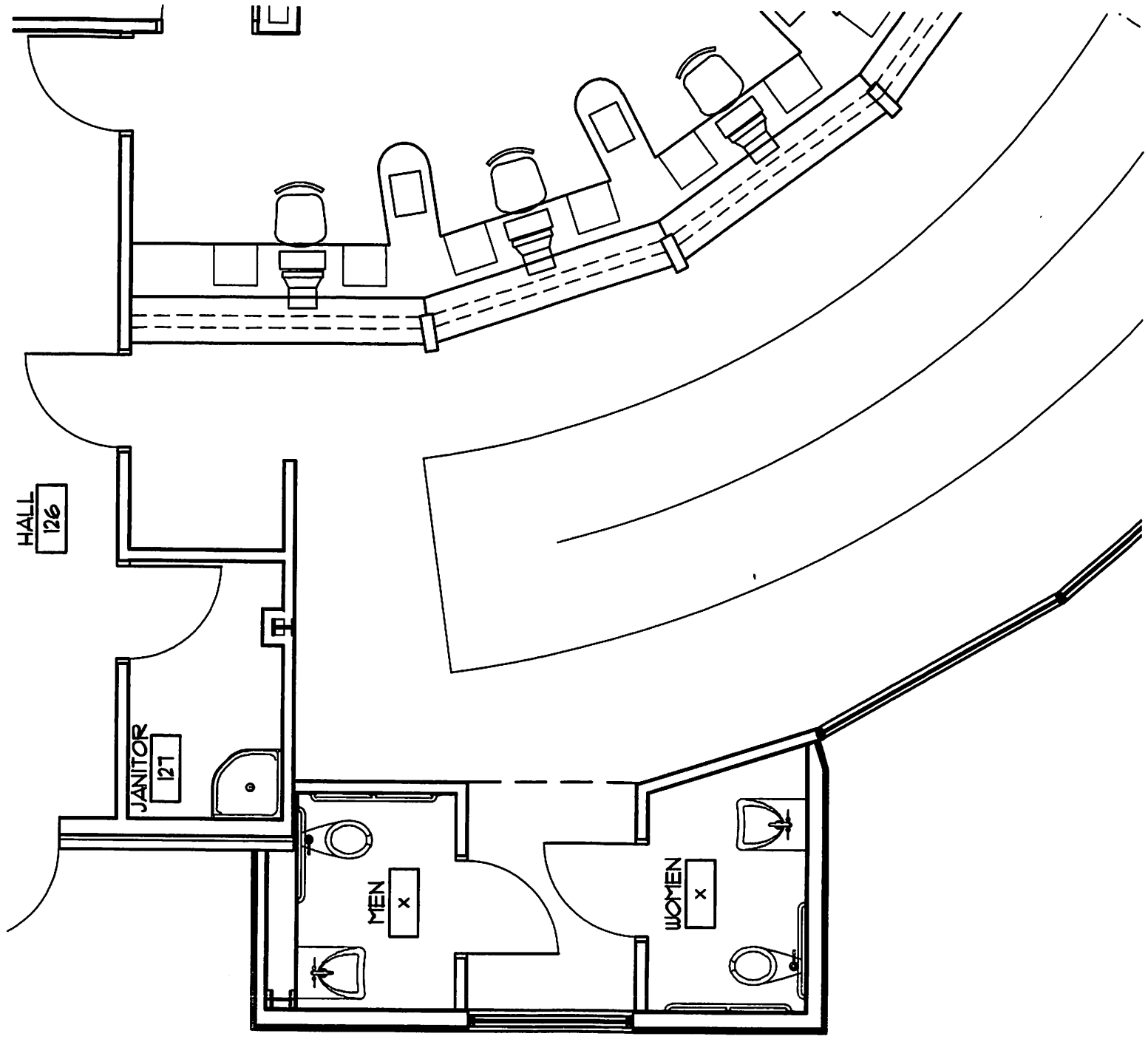
Date: 3/13/14

Re: Request to present ongoing projects for bathroom and remodeling upgrades to West Probate Office.

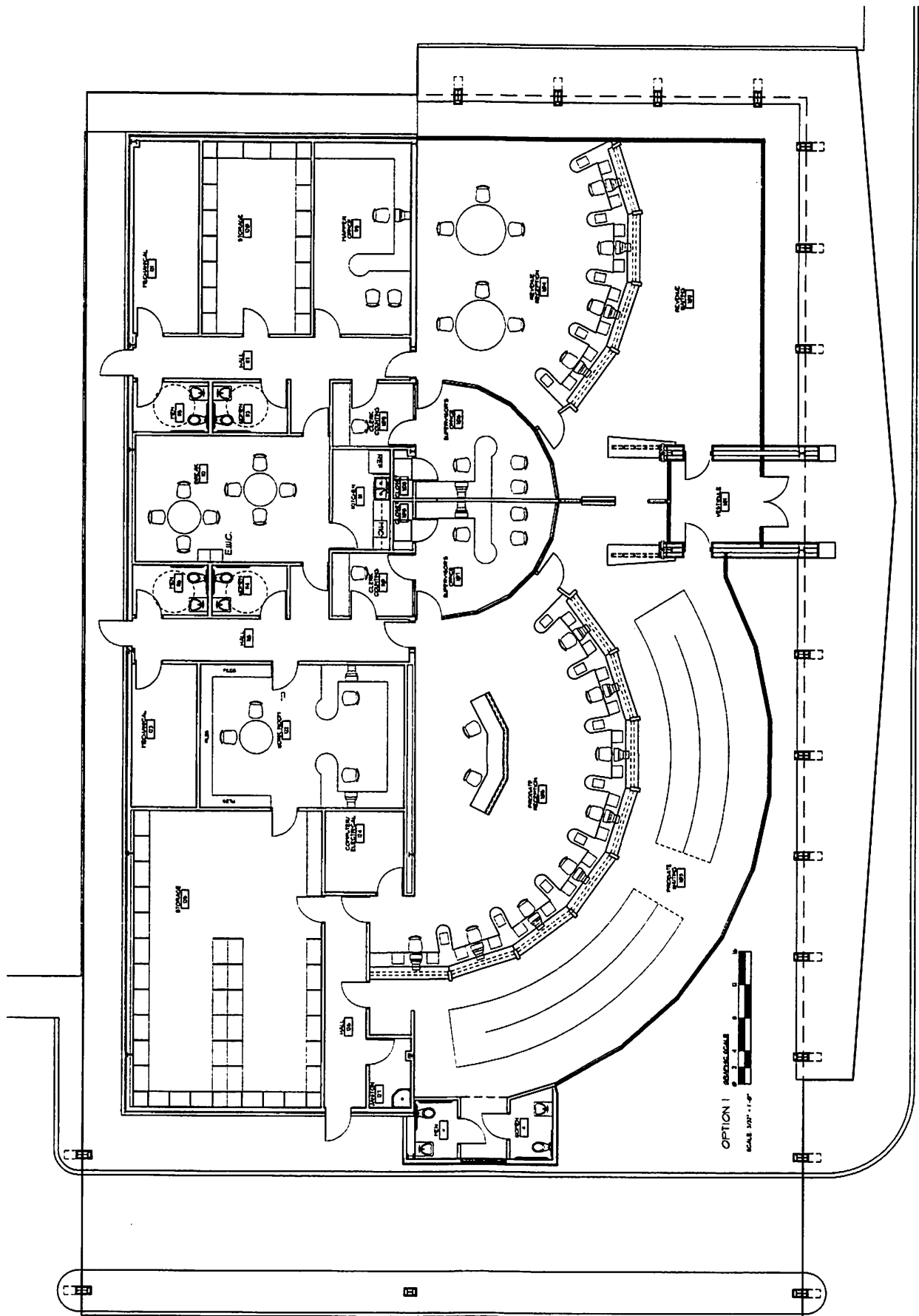
Donnie Mims and our office have been working with Seay Seay & Litchfield Architecture to design a bathroom addition to the West Probate Office.

We are also installing a new queuing system that will greatly improve the efficiency of our office. Seay Seay & Litchfield is helping us facilitate this installation by removing the existing metal line dividers and patching any damage to the floors caused by their removal.

The estimated cost for this project is \$102,655.00



Bathroom
detail



Proposed bathroom addition for West Probate Office



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Agenda

APR 21 2014

April 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2014

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2014. The first would be scheduled for Wednesday, May 14th with the American Red Cross and the other later in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated. This time off must be scheduled in advance with the department head or supervisor.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. I am requesting that this request be placed on the April 21st meeting agenda. Your approval of this request is appreciated.

Thank you.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

APR 21 2014

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/21/14

Re: Donation of unused printers to the Montgomery County School Board

In October of 2013, The Montgomery County Probate Office replaced the 10 year old Lexmark printers that were used in the Tag Offices. We have been storing these printers in the hopes of finding someone to donate them too. With your permission, The Montgomery County Probate office would like to donate them to the Montgomery County School Board. The School Board has agreed to pick them up from our offices as soon as we receive permission to donate them.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed Revisions to the Rules of Procedure for the Montgomery County Commission

During the April 7, 2014, County Commission meeting, Chairman Dean, Vice Chairman Harris and Commissioner Williams agreed to place on the next agenda the attached Proposed Revisions to the Rules of Procedure for the Montgomery County Commission.

I am requesting that the Commission consider this item.

DLM/tn

Attachment

**PROPOSED REVISIONS TO THE RULES OF PROCEDURE FOR THE
MONTGOMERY COUNTY COMMISSION**

I. Scope of Rules.

A. The following revised Rules of Procedures were duly adopted by the Montgomery County Commission in accordance with the current Rules of Procedures that were duly adopted by the Montgomery County Commission effective (date) and pursuant to ~~as required by~~ the Alabama Open Meetings Act (Act 2005-40) and shall govern the conduct of the meetings of the County Commission..

B. The following Rules of Procedure may be amended by affirmative vote of a majority of the members of the Commission. Provided; however, such changes in the Rules of Procedure shall not take affect until the next regular meeting of the Commission following the adoption of such change.

C. In the event that these Rules of Procedure are silent as to any matter of parliamentary procedure for the conduct of meetings of the Montgomery County Commission, the current edition of the Robert's Rules of Order shall apply and provide gap-fillers or supplementary rules and procedures so long as such gap-fillers or supplementary rules or procedures are not inconsistent with these duly adopted Rules of Procedure, or any applicable and controlling State of Local Law.

[this addition is probably a good idea in the event that there are other parliamentary procedural matters not specifically addressed by these Rules of Procedure or State or Local Law]

II. Access to Meeting Facilities.

A. **Meetings Open to Public.** All regular meetings of the Commission shall be open to the public as required by the Alabama Open Meetings Act (Act 2005-40).

B. **Accessibility.** All regular meetings of the Commission will be conducted in a building which is open to the public.

C. **Signs, Placards, Banners.** For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in County Commission meeting rooms. Other signs, placards and banners shall not disrupt meetings or interfere with others' ability to observe the meeting.

D. **Weapons.** For public safety purposes, the County Commission may establish rules for the removal of weapons from inside the meeting chamber.

III. Quorum.

A. **Quorum.** A majority of the members of the Commission shall constitute a quorum. No ordinance, resolution, policy or motion shall be voted on and approved by the Commission unless a quorum is present in the meeting chamber while the vote is taken and the

matter is approved by an affirmative vote of the majority of the members present and voting, unless otherwise required by Alabama law.

B. Remaining in Chamber. During a Commission meeting, Commissioners should remain in the chambers at all times unless an emergency or illness should occur. A member of the Commission who leaves the meeting chamber shall not be included in the determination of quorum.

C. Abstaining from Voting. Any member of the Commission who is present in the meeting chamber may, when he or she determines it to be necessary, abstain from voting or otherwise participating in the proceedings related to a particular matter. Such commissioner who abstains but remains in the chamber shall be deemed to be present for the purpose of constituting a quorum but he or she shall not be deemed to be "present and voting" for the purpose of determining whether a motion has received an adequate number of affirmative votes for passage.

D. Loss of Quorum. In the event that a Commissioner departs a Commission meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, except to vote on a motion to adjourn. If, after a reasonable time not to exceed 15 minutes, the Commission still lacks a quorum of its members, the meeting shall be automatically adjourned.

F. Failure to Obtain Quorum. Should no quorum attend within 30 minutes after the time appointed for the beginning of the meeting of the Commission, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall announce that no quorum was present and that the meeting is cancelled. The names of the members present for the meeting shall be recorded in the minutes of the next meeting of the Commission.

IV. Presiding Officer.

A. Chair. The Presiding Officer is the Chair of the County Commission. The Chair shall be elected at the first Organizational Meeting of the Commission following an election from among the currently serving Commissioners by a majority vote consistent with the voting procedures provided for in Section VII of these Rules of Procedure. The Chair shall ~~preside~~ preside at all meetings of the Commission. The ~~Chair's~~ responsibilities of the Chair, or in his or her absence or at his or her request, the Vice Chair, shall include, but not be solely limited to: *[this proposed revision would memorialize the current procedure of the MCC for electing its Chair, which may not have been reduced to a written resolution, and is also consistent with the 2007 revision to § 11-3-20 of the Code of Alabama (Act 2007-488)]*

1. Open the meeting, ascertain that a quorum is present at the appropriate time and call the meeting to order, if a quorum is present.

2. Announce the business to come before the Commission, in accordance with the prescribed order of business.

3. Recognize all Commissioners, the County Administrator, the County Engineer and the County Attorney, who seek the floor pursuant to these procedures. All

questions and comments are to be directed through the Chair and restated by him or her. The Chair shall repeat every motion and state every question coming before the Commission, call for the vote and announce the decision of the Commission on all matters coming before it.

4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission chambers, may cause the same to be cleared or cause any disruptive individual to be removed.

5. Call to order any member of the Commission who violates any of these procedures.

6. Expedite business in every way compatible with the rights of the members.

7. Remain objective. The Chair must remain objective and may only make a motion, second a motion or vote as provided in these Rules of Procedures.

8. Declare the meeting adjourned when the Commission so votes, when a quorum is no longer present or at any time in the event of an emergency affecting the safety of those present.

B. **Vice Chair.** In the absence of or at the request of the Chair ~~or in the event of the Chair's inability to serve~~, the Vice Chair ~~(or other member designated by local law)~~ shall perform the duties and ~~functions~~ responsibilities of the Chair until the Chair's return. In the event of the resignation of the Chair from the Commission or the Chair's inability to serve and perform the required duties of the Chair position for the remainder of his or her term as Chair, the Vice Chair shall automatically ascend to the Chair position for the remaining unexpired term.

[this is as provided for in Rule 58 of Robert's Rules of Order]

C. **Term of Office.** The Chair and Vice Chair shall be elected at the organizational meeting of the Commission following the election of the commission members each quadrennial and shall serve in their respective position during the said quadrennial (four years).

[this is a new provision to clearly establish the term of office of the chair and vice chair]

V. **Order of Business.**

A. **Official Agenda.** There shall be an official agenda for every meeting of the Commission, including special and emergency meetings. As required by Alabama law, the official agenda for special and emergency meetings shall include only those items necessitating the holding of the special or emergency meeting.

The agenda for regularly-scheduled meetings shall identify the items to be considered and determine the order of business to be conducted at the meeting. All proceedings and the order of business at all meetings of the Commission shall be conducted in accordance with the official agenda. This agenda shall be established prior to each meeting under procedures to be adopted by the County Commission. Such procedures may include the conducting of an "administrative"

or “agenda-setting” meeting prior to the Commission’s regular meeting. These procedures may be amended or altered by the County Commission, but such changes shall not take effect until the next regularly-scheduled meeting of the County Commission.

B. Agenda Format for Regularly Scheduled Meetings. The official agenda for a regularly- scheduled Commission meeting shall be in substantially the form asset forth below:

INFORMATION SESSION I

1. Call to Order, Welcome at 8:00 a.m.
2. Prayer
3. Reports from Staff:
 - a. County Administrator
 - b. Deputy Administrator
 - c. County Engineers
 - d. County Attorney
 - e. Other
4. Comments from Elected Officials and Department Heads
5. Comments from Scheduled Attendees
6. Recess to Formal Session

FORMAL SESSION

1. Welcome at 9:30 a.m.
2. Invocation, Pledge of Allegiance, and Call of Roll to Establish Quorum
3. Awards and Presentations
4. Consent Agenda
5. New Business
6. Old Business
7. Scheduled Public Hearings
8. Reports from Staff:
 - a. County Administrator
 - b. Deputy Administrator

- c. County Engineers
- d. County Attorney
- e. Other

9. Comment from Citizens. Such comment shall be limited to three (3) minutes per speaker and no more than two speakers may be heard on the same subject as provided elsewhere in the Rules of Procedure.

10. Discussion Items by Commissioners. Discussion items may only be acted upon by affirmative vote of all commissioners in attendance.

11. Recess to Information Session II

INFORMATION SESSION II

- 1. Comments from Other Scheduled Attendees
- 2. Adjourn

C. **Consent Agenda.** On the portion of the agenda designated as "Consent," all items contained therein may be voted on with one motion. Consent items are only those items considered to be routine in nature, non-controversial and that do not deviate from past Commission direction or policy. However, any member of the Commission, including the Chair, may withdraw an item from the consent agenda, provided that such withdrawal is declared at least one (1) hour before the beginning time of the meeting. An item removed from the "Consent" agenda as provided herein shall be moved to the "New Business" portion of the agenda and it shall then be considered individually.

D. **Comment from Citizens and Other Elected Officials.** Citizens and other elected officials who wish to be heard by the Commission shall be afforded such opportunity during the portion of the meeting so designated. The comment shall conform to the requirements of decorum and order that apply to the members of the Commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or Commission employee. There shall be no debate and no action by the County Commission during this portion of the agenda.

E. **New Business.** New Business items are items of a general nature that require Commission action or pertain to Commission policy. Items of New Business that are neither approved nor defeated by action of the Commission shall be considered under Old Business at the next regular meeting of the Commission.

F. **Reports from Staff.** The senior staff members shall make reports to the County Commission as directed by the Chair or by majority vote of the Commission. The Commission

may, by majority vote of those members in attendance at the meeting, take action on any items contained in the report of the staff members.

G. Old Business. Any item which was included on the "New Business" portion of the previous meeting, but was not approved, defeated or tabled by majority vote of the members of the County Commission present and voting. Motions postponed or carried over to a day certain shall be included on the agenda under "Old Business" on the next regular meeting following the conclusion of the time for which the motion was postponed or carried over.

H. Scheduled Public Hearings. The County Commission may conduct any public hearings during this portion of the commission meeting. Any notice required by law prior to the conduct of the public hearing shall be given by the County Commission.

Individual speakers are required to adhere to a three (3) minute time limit when speaking on issues scheduled for public hearing. The Commission may, by majority vote, either extend or reduce time limits, based on the number of speakers. The comment shall conform to the requirements of decorum and order that apply to the members of the Commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or Commission employee.

I. Discussion items by Commissioners. On the portion of the agenda designated as "Discussion Items by Commissioners," no assignments shall be given to the County Administrator, County Engineer, County Attorney or other staff members without the affirmative vote of the majority of the members of the Commission present and voting. The Commission shall take no action on an item raised during this discussion portion of the agenda unless such is accomplished through a motion adopted by an affirmative vote of all members of the Commission present at the meeting.

J. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only upon affirmative vote of all the members of the Commission present at the meeting.

K. Additions, Deletions, or Technical Corrections to Agenda. Deletions or technical corrections to the agenda may be considered by the Commission and adopted by the passage of a single motion approved by majority vote of those members in attendance at the meeting. Additions to the agenda shall only be made by affirmative vote of all the members of the Commission present at the meeting.

L. Announcing Agenda Items. The Chair shall announce each item on the agenda. The County Administrator, County Engineer, County Attorney or other appropriate staff member shall then be called to present the item to the Commission, when appropriate.

VI. Rules of Debate.

A. Decorum.

1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and unprofessional language.

2. Commissioners shall refrain from: attacking a member's motives; speaking on a prior motion not pending; speaking while the Chair or other Commission members are speaking; speaking against their own motions; and disturbing the Commission.

3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.

4. A member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

B. Motions.

1. A motion and a second to the motion is to precede any action or debate on an agenda matter unless there are speakers (who are not members of the Commission) to be heard on the agenda matter.

2. All motions shall be made and seconded before debate may proceed.

3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except motions to adjourn, to lay on the table, to postpone, to carry over, to substitute, or to amend which shall have preference in the order in which they are listed.

4. Motions to "lay on the table" are made to end debate on a matter and to "remove" it from consideration by the body. The adoption of a motion to "lay on the table" has the effect of defeating the original motion and that item shall not be considered again during the same meeting unless a motion to "reconsider" is adopted as provided herein.

5. Motions to "postpone" or "carry over" must be made by stating the date or time for which the item shall be postponed or carried over. Should such a motion be adopted, the matter will be back before the Commission under "Old Business" at the first regular meeting of the Commission following the expiration of the time for which it was postponed or carried over.

6. Motions to "substitute" or "amend" a motion are used to make changes or revisions in the original motion. Such motions are made only after the original motion has

received a second but prior to the adoption of the original motion. If the motion to “substitute” or “amend” is approved, the Commission then must take a second vote to approve the motion “as substituted” or “as amended,” as the case may be.

7. Any Commissioner may move to close, or end, debate and “move the question” on the motion being considered. This motion to “move the question” shall be non-debatable. A successful vote on the motion to “move the question” will end discussion of the item and a vote on all pending motions shall be taken immediately without the offering of any other motions. The Commissioner moving the adoption of the original motion shall have the privilege of making closing remarks (of not more than one minute) before the vote on the motion to “move the question” is taken.

8. The Chair of the County Commission may offer and second motions and vote on all matters as any other member. If the Chair wishes to put forth or second a motion, he or she shall relinquish the Chair to the Vice Chair until the main motion, which he or she “moved” or “seconded,” has been disposed.

If a motion or second is made by the Chair as authorized above, the gavel shall be relinquished in the following order:

- (a) to the Vice Chair; or
- (b) in the absence of the Vice Chair to the next Commissioner based upon seniority.

A presiding officer who relinquishes the chair for the purpose of making a motion shall not return to it until the pending main question has been disposed of, since he or she has shown himself or herself to be partisan as far as that particular matter is concerned.

9. The following motions are not debatable and must be voted upon without debate: to adjourn; to lay on the table; and to move the question.

C. Motions to Amend.

An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:

1. **By Consent of the Members.** The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.

2. **Formal Amendment.** An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

D. Motions to Reconsider.

A motion to reconsider any vote or proceeding of the Commission may only be made and seconded by a Commission Member who had previously voted on the prevailing side. Such motion must be made before the conclusion of the meeting during which the original motion was made and approved. A motion to reconsider must be adopted by a majority of those members of the Commission present and voting.

VII. Voting.

A. **Voice Vote; Secret Ballots.** Unless otherwise directed by the Chair or requested by a member of the Commission, all votes shall be taken by voice and the result shall be announced by the Chair, whose decision shall be final. Such ruling may not be appealed. No vote may be taken by secret or paper ballot.

B. **Tabulating the Vote.** Should a roll call vote be directed by the Chair or requested by a member of the Commission, the person designated by the Chair shall call the Commissioners, in numerical order of their district numbers, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.

C. **Voting.** Every member in the Commission meeting room or chamber when the question is put must give his or her vote, unless the member has publicly stated that he or she is abstaining. ~~A Commissioner who is serving as Chair by virtue of his or her being elected by the members of the Commission or by virtue of a rotating procedure shall vote when his or her district number is called~~ *[this probably should be revised since the MCC Chair is serving as Chair by virtue of being elected by the members of the Commission, and the rotating procedure is not applicable. This revision is consistent with the 2007 revision to § 11-3-20 of the Code of Alabama (Act 2007-488)]* Pursuant to § 11-3-20 of the Code of Alabama and due to the Chair serving on the Montgomery County Commission as a District Commissioner, the Chair, or the Vice Chair in the absence of the Chair, shall be entitled to vote when his or her district number is called. Such Chair shall only vote once on each motion and shall not cast an additional vote to make or break a tie vote.

~~D. **Voting by Chair.** Unless otherwise authorized by law, officials holding the office of County Commission Chair who do not represent a district shall only vote in those cases when his or her vote would break a tie vote. Commissioners who represent a district and also serve as~~

~~Chair shall be entitled to one vote on all questions but shall not cast a second vote to break a tie vote.~~

[this clause is no longer needed as it is inconsistent with the procedure of the MCC adopted in 2004 and the actual adopted procedure is addressed in the preceding paragraph – "C. Voting."]

D. Absent for Vote; Changing Vote. Any Commissioner absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.

E. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission who are present and voting. If an extraordinary majority vote is required by Alabama law, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

VIII. Public Input: Addressing the County Commission.

A. Public Input. The Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions on the operation of County government and encourage public participation in the local government process. The Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the Commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.

B. Procedure for Public Input.

1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the Commission as well as items that are of concern to the public. The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the Commission who are present.

2. A form will be provided for those citizens who wish to make comments. Each person wishing to speak must sign this form prior to the beginning of the Public Comment portion of the agenda.

3. Any citizens wishing to make written comments may provide those to the County Administrator before the conclusion of the meeting. A copy of the written comments will then be provided to the members of the Commission.

4. Members of the public are encouraged to communicate directly with their Commissioner prior to or after the Commission meeting.

C. Addressing the Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

- (a) name;
- (b) place of residence or business address;
- (c) if requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.

2. All remarks shall be addressed to the Commission as a body and not to any member thereof.

3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional

comments during the meeting by the Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.

3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chamber or other meeting room for the remainder of the meeting.

IX. Executive Session.

The Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act of 2005 (~~Act 2005-40~~).

X. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by ~~the~~ these Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chairperson for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission prior to the commencement of any such committee meeting.

XI. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The Commission may adjourn by majority vote.

Tammy Nix

From: Daniel Harris <danharr420@gmail.com>
Sent: Tuesday, April 01, 2014 4:14 PM
To: Donald Mims
Subject: Fwd: MCC Operating Rules
Attachments: MCC Proposed Revisions to Operating Procedures March 2014.doc; MCC Proposed Revisions to Operating Procedures.doc

Daniel Harris, Jr.
Attorney at Law, LLC
516 South Perry Street
Montgomery, AL 36104
Phone: (334) 356 8872
FAX: (334) 356 8874

THIS ELECTRONIC MAIL TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE REVIEW OF THE PARTY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY RETURN IT TO THE SENDER. UNINTENDED TRANSMISSION SHALL NOT CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT OR ANY OTHER PRIVILEGE.

----- Forwarded message -----

From: Daniel Harris <danharr420@gmail.com>
Date: Tue, Apr 1, 2014 at 12:06 PM
Subject: Fwd: MCC Operating Rules
To: endeansr@aol.com

Daniel Harris, Jr.
Attorney at Law, LLC
516 South Perry Street
Montgomery, AL 36104
Phone: (334) 356 8872
FAX: (334) 356 8874

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----- Forwarded message -----

From: **Tyrone Means** <tcmeans@meansgillislaw.com>
Date: Wed, Mar 26, 2014 at 10:07 AM
Subject: MCC Operating Rules
To: "Dan Harris Jr." <danharr420@gmail.com>
Cc: Tyrone Means <tcmeans@meansgillislaw.com>

FYI.

Tyrone C. Means

Means Gillis Law, LLC

60 Commerce Street, Suite 200

P O Box 5058

Montgomery, AL 36103-5058

(334) 270 1033

(334) 260 9396 (Fax)

tcmeans@meansgillislaw.com

www.meansgillislaw.com

H. Lewis Gillis and Tyrone C. Means are Means Gillis Law. Seasoned attorneys with a staff of caring professionals, Attorneys Gillis and Means have collectively practiced for more than 75 years. Our legal expertise spans the civil litigation spectrum which includes cases of wrongful death, serious personal injury and product liability. We also extend our legal expertise to a variety of government agencies and high profile white-collar criminal defense cases. Our firm has handled some of the most challenging and notable plaintiff and defense cases tried in the southern United States for more than a quarter of a century. We take pride in representing both the mainstream and the underserved communities in our society.

This message is privileged and confidential and may be protected by the attorney-client privilege, the attorney work product doctrine, or other law. These privileges are not waived.

ELTON N. DEAN, SR.
CHAIRMAN

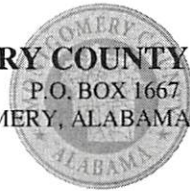
DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed Revisions to the Policy for Recording Proceedings of the Montgomery County Commission

During the April 7, 2014, County Commission meeting, Chairman Dean, Vice Chairman Harris and Commissioner Williams agreed to place on the next agenda the attached Proposed Revisions to the Policy for Recording Proceedings of the Montgomery County Commission.

I am requesting that the Commission consider this item.

DLM/tn

Attachment

PROPOSED REVISIONS TO THE ADOPTED POLICY FOR RECORDING
PROCEEDINGS OF THE MONTGOMERY COUNTY COMMISSION

**POLICY FOR RECORDING PROCEEDINGS OF THE MONTGOMERY COUNTY
COMMISSION**

In order to maintain the proper decorum required for conducting the business of the ~~county~~ County while, at the same time allowing members of the media or general public to record the proceedings of the ~~county commission~~ County Commission, the Montgomery County Commission hereby adopts the following policy for the recording of any such proceedings:

The use of audio or video recording equipment shall be allowed during any ~~county commission~~ Montgomery County Commission meeting consistent with the requirements as stated below ~~provided that~~ and so long as the use of such equipment does not, in the determination of the Chair, disrupt or disturb the proceedings or interfere with the ability of others in attendance to observe and understand the proceedings. All equipment shall be in proper working condition, and if any malfunction of equipment causes disruption to the proceedings, use of the equipment shall be immediately discontinued. Any persons desiring to record the proceedings shall do so openly and shall sign in with the county commission at the outset of the proceedings.

Video recording shall only be allowed to the extent that there is adequate space in the meeting facilities to accommodate the recording equipment without disturbing or inconveniencing the members of the ~~county commission~~ Montgomery County Commission or those in attendance at the proceedings. The ~~chairperson~~ Chair, or the Vice Chair in the absence of the Chair, may limit or prohibit the use of tripods or other video recording accessories if space limitations warrant such restrictions. Unless the equipment can be operated from a seat without unduly disrupting or disturbing the proceedings or others in attendance, all video recording shall take place in the area along the back or side of the room designated for that purpose *[has the MCC designated one such area for video recording? If so, probably should state which area that is]*. No one will be allowed to obstruct the view of others in attendance.

Persons who are ~~video recording~~ using audio or video recording equipment to record the proceedings may leave the Commission Chamber or other meeting room with their equipment during the proceedings provided there is no undue disruption. However, such persons shall only be allowed to return to the Commission Chamber or other meeting room and resume recording if this can be accomplished without disrupting the proceedings or disturbing those in attendance.

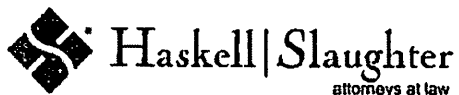
If any set up of equipment is required, the set up shall be completed prior to the beginning of the proceedings or during a recess. Persons may be allowed to dismantle the equipment during the proceedings only if done without disruption to the proceedings and without interfering with the ability of others in attendance to observe and hear the proceedings.

Any persons desiring to place microphones or recording devices at the commission table, at the podium, or at any other location within the Commission Chamber or other meeting room

shall obtain permission from the ~~chairperson~~ Chair, or the Vice Chair in the absence of the Chair, prior to the beginning of the proceedings, and shall make arrangements with the ~~county~~ County ~~administrator~~ Administrator or other designated ~~county~~ County personnel for placement of all equipment. ~~The~~ Such microphones or recording devices that have been placed at the commission table or at the podium ~~cannot~~ may not be removed during the proceedings, unless there is a recess of the proceedings called by the ~~chairperson~~ Chair, or the Vice Chair in the absence of the Chair, and the equipment can be removed within the time frame of that recess.

Pursuant to the Alabama Open Meetings Act of 2005, no ~~No~~ audio or video recording equipment shall be allowed during any executive session proceedings.

All persons or organizations, including any media organization, shall fully comply with these procedures at all times. Any person or organization violating this policy or otherwise causing undue disruption to the proceedings shall be instructed by the ~~chairperson~~ Chair, or the Vice Chair in the absence of the Chair, to discontinue the use of the recording equipment, and any person or organization that refuses to cooperate will be instructed to vacate the proceedings. Failure to comply with instructions to leave may result in removal by law enforcement personnel from the Commission Chamber or other meeting room.



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T. 334.265.8573 | F. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

Agenda

APR 21 2014

TO: Donnie Mims
FROM: Tommy Gallion
DATE: March 21, 2014
RE: Claim of Nancy Higgins

TIG

I am in receipt of your March 20, 2014 memo regarding a claim filed by Nancy Higgins. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is the responsibility of the City of Montgomery, not 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

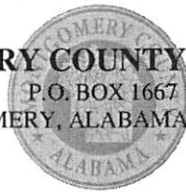
DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

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

March 20, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Nancy Higgins vs. City of Montgomery or Montgomery County

We received a Notice of Claim regarding the above-referenced matter March 7, 2014.

Please review the attached documents and take appropriate action in response Heidi V. Abbott, Attorney for Claimant. Your Opinion as to the merits of this case and a response to recognize and deny this claim is requested.

As always, thank you for your assistance.

DLM/tn

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)

2014 FEB -7 AM 8:52

NOTICE OF CLAIM

TO: BRENDA BLALOCK
MONTGOMERY CITY CLERK
CITY CLERK'S OFFICE
CITY HALL
103 NORTH PERRY STREET
MONTGOMERY, ALABAMA 36104

MONTGOMERY COUNTY COMMISSION
MONTGOMERY COUNTY ADMINISTRATION BUILDING
COURTHOUSE ANNEX III
101 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104

Comes now, Heidi V. Abbott, through Power of Attorney for Nancy Higgins, pursuant to the Code of Alabama (1975), and hereby gives notice of and presents a potential claim against the above addressed entities in the sum of more than one hundred thousand dollars and no cents (\$100,000.00).

Said claim arises out of an accident that occurred on or about February 18, 2014 in Montgomery, Alabama. On the day of the accident, Ms. Higgins was swinging on a swing set in a city park in Montgomery, Alabama when the swing broke, causing Ms. Higgins to fall to the ground. Ms. Higgins was injured when she fell to the ground. Upon investigation and belief, the defective swing set that caused Ms. Higgins' injuries is owned and controlled by the City of Montgomery, Alabama or the County of Montgomery, Alabama.

Ms. Higgins asserts that the City of Montgomery or Montgomery County, Alabama failed to maintain its premises and failed to protect against hazardous conditions in areas that it controls. As a result of the City of Montgomery or Montgomery County, Alabama's negligent conduct, Ms. Higgins was injured.

The claimant asks that the above addressed entities provide him with any information and/or documentation they have pertaining to the accident described herein. If you know of any other person or entity you deem to be responsible in any manner for Ms. Higgins' injuries you should inform the claimant and his counsel of the name and address of such persons or entity immediately. Further, if you believe your organization has no relationship to this matter please notify the claimant's counsel of the same in writing.

Dated this the 27 day of February 2014.

Nancy J. Higgins
Nancy Higgins
Heidi V. Abbott
Heidi V. Abbott
Attorney for Claimant
Miller
Witness

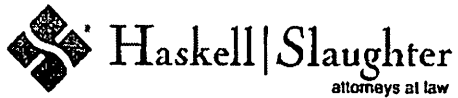
OF COUNSEL:

Shunnarah Injury Lawyers, P.C.

3626 Clairmont Avenue

Birmingham, AL 35222

205.983.8132



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

Agenda

APR 21 2014

TO: Donnie Mims
FROM: Tommy Gallion
DATE: March 21, 2014
RE: Claim of Anthony Smith

I am in receipt of your March 20, 2014 memo regarding a claim filed by Anthony Smith. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is the responsibility of the City of Montgomery, not 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

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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

March 20, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Anthony Smith vs. City of Montgomery; Montgomery County; and Montgomery
Transit

We received a Notice of Claim regarding the above-referenced matter March 7, 2014.

Please review the attached documents and take appropriate action in response to James T. Laura, Jr., Attorney for Claimant. Your Opinion as to the merits of this case and a response to recognize and deny this claim is requested.

As always, thank you for your assistance.

DLM/tn

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

**TO: CITY OF MONTGOMERY, ALABAMA;
MONTGOMERY COUNTY, ALABAMA; and,
MONTGOMERY TRANSIT**

Comes now, Mr. Anthony Smith [hereinafter referred to as "Claimant"], pursuant to the Code of Alabama (1975) and hereby gives notice of and presents a claim to/against the above addressed entities for the maximum amount allowed by statute.

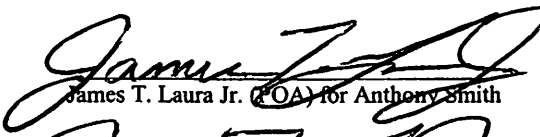
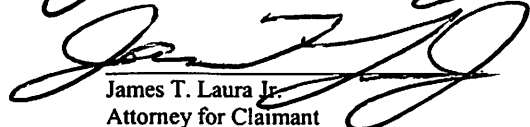
Said claim arises out of an accident that occurred on or about February 21, 2014 in Montgomery, Alabama. On the day of the accident Claimant was a passenger on a Montgomery Transit bus. The bus in question collided with another unknown vehicle as a result of one of the vehicles not obeying the applicable rules of the road and/or not adhering to reasonable driving practices. Consequently, Claimant suffered injuries as a result of the subject collision.

Said claim arises out of the City, County or Transit Authority's negligence and/or wantonness through the actions of its agent and/or employee in negligently operating the bus and failing to obey the rules of the road and/or not adhering to reasonable driving practices, and/or the negligence and/or wantonness of the other unknown driver in failing to obey the same; or, the City, County or Transit Authority may be liable for the negligent hiring, training, and supervision of said agent and/or employee who operated the bus, depending upon further investigation.

As a result of the negligent operation of the subject bus and/or the other unknown driver's negligent operation of his/her vehicle, Claimant suffered physical injuries resulting in recoverable damages including, but not limited to, medical expenses and pain and suffering caused by the accident.

Claimant and his counsel ask that all the above-addressed entities provide any information and/or documentation they have pertaining to the accident described herein. If any recipient of this notice knows of any other persons or entities they deem to be responsible in any manner for Claimant's injuries they should inform the Claimant and his counsel of the names and addresses of such persons or entities immediately. For example, please provide our office with the bus operator's name as well as the unknown driver's information upon receipt of this document. Further, please also forward a copy of the relevant Alabama Uniform Traffic Crash Report.

Dated this the 28th day of Feb., 2014.


James T. Laura Jr. (FOA) for Anthony Smith

James T. Laura Jr.
Attorney for Claimant

OF COUNSEL:
Shunnarah Injury Lawyers, P.C.
PO Box 1388
Mobile, AL 36633
(P) 251.459.6336
(F) 251.459.6387

2014 FEB 28 PM 5:42

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
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www.mc-ala.org

Agenda

APR 21 2014

April 2, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: ICMA Membership Dues

I would like to request the County Commission's consideration of approval for payment of ICMA membership dues. The cost of membership dues for the affiliate membership is \$200. I have enclosed the membership application.

This organization offers many opportunities for growth through their many resources including PM magazine, educational opportunities and informative emails. I have served on the Planning Committee of this organization in the past. The cost for this membership has been planned in this year's budget. I am requesting this item be placed on a future agenda.

16-1



Leaders at the Core of Better Communities

International City/County Management Association
PO Box 79403, Baltimore, MD 21279-0403
Phone: (202) 962-3680 Fax: (202) 962-3565

Membership Renewal Invoice
FINAL NOTICE

Renew online at icma.org/membershiprenewal. It's quick and easy!

Membership renewal for dues year beginning January 1, 2014. Renew by March 31, 2014, to keep membership current.

Scott Kramer
Risk Manager
County of Montgomery
PO Box 1667
Montgomery, AL 36102-1667

Work: (334) 832-1259
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

Federal ID: 362167755
Member #: 511240
Invoice #: 511240
Category: AFF 3
Functional Title: G015

If the above information is inaccurate, note changes or complete online update form at icma.org/memberupdates.

Membership may not be transferred from one person to another. Individuals wishing to join the organization must complete a new member application (available online at icma.org/join).

Fee/Formula Calculations

For entry-level to mid-management local government professionals (below department head level)--flat dues rate for first three years of affiliate membership: \$150 year one; \$175 year two; \$200 years three and beyond.

1. Annual salary	\$
2. Deferred compensation	\$
3. Total gross annual salary (Line 1 + Line 2)	\$
4. Annual membership dues (line 1 x 0.005)	\$200
5. Voluntary contribution to the ICMA Fund*	\$
6. Voluntary contribution to the Life, Well Run*	\$
7. Total payment (Line 4 + Line 5 + Line 6)	\$

If gross annual salary is greater than \$175,000, dues are capped at \$1,400. Report actual salary for our files.

If you are no longer employed by a local government your annual dues are \$200 per year.

*Please consider making a voluntary contribution to the *Life, Well Run* Campaign or the ICMA Fund for Professional Management. *Life, Well Run* is a national campaign designed to raise awareness of and appreciation for the value professional local government managers bring to building communities we're proud to call home. The ICMA Fund for Professional Management supports grassroots campaigns to adopt or retain the council-manager form of government. Consider a \$100 contribution to ensure that resources for these two important initiatives are available in the future.

Payment Section

Enclosed is a check for \$ _____ for
renewal of my ICMA membership.

Credit Card Number _____ Exp Date _____

Please charge \$ _____ to my
____ VISA ____ MasterCard ____ AMEX
for renewal of my ICMA membership.

Name of Card Holder _____

Signature _____ Date Signed _____

___ I am unable to pay in full at this time. I would like to pay in ____ (2, 3, or 4) installments by 12/31/2014.

Renew online with a credit card at icma.org/membershiprenewal or submit payment in the enclosed envelope or to the PO address above. If you have already renewed for the period January 1, 2014 - December 31, 2014, please disregard this notice.

See the reverse side for further instructions and details.

01/01/2014 - 12/31/2014

ID#: 511240

16-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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Agenda

APR 21 2014

April 21, 2014

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-2014-68: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$5,000; (Walker)

DLM/tll



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda
APR 21 2014

MEMORANDUM

To: Montgomery County Commission
Cc: Donnie Mims
From: Steven L. Reed, Probate Judge
Date: April 1st, 2014
Re: Request Out of Cycle Merit Increase

I request the approval of an out of cycle merit increase for the Assistant Chief Clerk of Probate from A10, Step 3 to A10, Step 5.

Malcolm Richard was hired as the Assistant Chief Clerk of Probate in December of 2011. Since joining County team, he has been instrumental in the implementation of most major projects associated with the Probate Office.

Malcolm has shown that he possesses an astute acumen for the administration of the Probate Office. His skills and talents have been proven and he continues to be instrumental in the application of all Probate Court initiatives. He is dedicated to the Probate Office, Montgomery County, and, most importantly, the citizens of Montgomery County.

Based on his education, experience, and dedication to service I recommend this out of cycle merit increase.

Thank you for your favorable consideration of this request.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

Agenda

APR 21 2014

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 4/1/14

Re: Request to fill position number 750016058 (Customer Service Clerk)

The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position was vacated March 21st and is currently in our budget.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

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 April 7, 2014, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 090
- (2) Clerk II, Position Number 235

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: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number 090

Proposed Effective Date March 31, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer \$29,569 Grade PC1

D. T. Marshall
Department Head

Date March 21, 2014

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Clerk II

Position Number 235

Proposed Effective Date March 31, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A02 \$21,830 - \$31,076 S-1

D T Marshall

Department Head

Date March 21, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

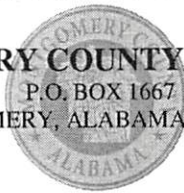
DANIEL HARRIS, JR.
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REED INGRAM
RONDA M. WALKER
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www.mc-ala.org

Agenda

APR 21 2014

April 10, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

The Montgomery County Commission, at its meeting on April 7, 2014, agreed to place a Position Fill Request for Fingerprint Classifier, Position Number 188, from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Fingerprint Classifier

Position Number 188

Proposed Effective Date April 14, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$30,785 - \$43,823 (Pay Grade A05)

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

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

D. T. Marshall Date March 27, 2014

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 _____

APR 21 2014

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: April 10, 2014
Re: Juvenile Detention Officer Fill Request



We have a Juvenile Detention vacancy which needs to be filled. I am requesting approval at the formal session of the April 21st County Commission Meeting to fill this Juvenile Detention Officer vacancy.

Thank you for your consideration!

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi K. Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer (previously filled by Leigh Smith)

POSITION NUMBER: 900300018

PROPOSED EFFECTIVE DATE: 4/14/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER - **YOUTH FACILITY PROMOTION ONL** () TRANSFER

Pay step to be based upon City and County of Montgomery

Personnel Rules and Regulations, Rule VI, Section 10(a) Promotions.

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Department Head

3/26/2014

Date

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

APR 21 2014

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: April 10, 2014
Re: Maintenance Service Worker I Fill Requests (2 positions)

Two Service Maintenance Worker I positions will be vacated in April and June due to employees' retiring. I would like to be able to fill these positions as each vacancy is created and am requesting that this be considered at the formal session of the April 21st Commission Meeting.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Robert Hill, Building Maint. Supt.

COMPLETED ACTION DATES

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

1. POSITION TITLE: Service Maintenance Worker I (previously filled by Michelle Lev

POSITION NUMBER: 900701011

PROPOSED EFFECTIVE DATE: 5/1/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: S01 (\$19,656/\$756.00/\$9.4500))

Bruce R. Howell

Department Head

3/25/2014
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

ORIGINAL

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Robert Hill, Building Maint. Supt.

COMPLETED ACTION DATES

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

1. POSITION TITLE: Service Maintenance Worker I (previously filled by Lonie Gilchri

POSITION NUMBER: 900701049

PROPOSED EFFECTIVE DATE: 6/2/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: S01 (\$19,656/\$756.00/\$9.4500))

Bruce R. Howell

Department Head

3/25/2014
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

APR 21 2014

Date: March 11, 2014
To: Donald L. Mims, Administrator
From: Tonya L. Mitchell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al
Departure Date: May 28, 2014 Return Date: May 29, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Ethics for Public Officials and Employees
Marriot Legends in Prattville, Al

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

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

Total (est.) Cost: \$201.88 Advance Registration Required: \$175.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$175.00; Mileage - \$26.88

To: Tonya L. Mitchell
From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$201.88 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$23,200.00</u>
Approved Requests:	<u>\$9,012.11</u>
Budget Available:	<u>\$14,187.89</u>
Current Requests:	<u>\$403.76</u>
Budget Balance:	<u>\$13,784.13</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/12/2014

cc: Finance Director / Buyer

24-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

APR 21 2014

Date: April 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: May 21, 2014 Return Date: May 21, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$846.76</u>	
Budget Available:	<u>\$2,653.24</u>	
Current Requests:	<u>\$56.00</u>	
Budget Balance:	<u>\$2,597.24</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/9/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

APR 21 2014

Date: April 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: June 18, 2014 Return Date: June 18, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$846.76</u>
Budget Available:	<u>\$2,653.24</u>
Current Requests:	<u>\$112.00</u>
Budget Balance:	<u>\$2,541.24</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2014

cc: Finance Director / Buyer

24-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

APR 21 2014

Date: April 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: July 23, 2014 Return Date: July 23, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting/Board Planning Retreat

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

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

Total (est.) Cost: \$103.04 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$103.04

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$103.04 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$846.76</u>
Budget Available:	<u>\$2,653.24</u>
Current Requests:	<u>\$215.04</u>
Budget Balance:	<u>\$2,438.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/9/2014
cc: Finance Director / Buyer

24-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

APR 21 2014

Date: April 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: August 20, 2014 Return Date: August 20, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$846.76</u>
Budget Available:	<u>\$2,653.24</u>
Current Requests:	<u>\$271.04</u>
Budget Balance:	<u>\$2,382.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/9/2014
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

APR 21 2014

Date: April 9, 2014
To: Donald L. Mims, Administrator
From: George M. Noblin, Board of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville State Park
Departure Date: May 8, 2014 Return Date: May 10, 2014
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend Spring Conference of AL Assn. of Boards of Registrars

Traveler (s) Name: 1. George M. Noblin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$445.00 Advance Registration Required: \$0.00

Department Name: Board of Registrars Fund Name: General Fund 001-51920

Additional Comments: Mileage, Lodging & Meals

To: George M. Noblin, Board of Registrars

From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$445.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51920.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,500.00</u>
Approved Requests:	<u>\$816.67</u>
Budget Available:	<u>\$683.33</u>
Current Requests:	<u>\$445.00</u>
Budget Balance:	<u>\$238.33</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/10/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

APR 21 2014

Date: April 8, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Philadelphia, PA
Departure Date: September 21, 2014 Return Date: September 25, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend 2014 IPMA-HR International Training Forum

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. Cami Hacker 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,794.80 Advance Registration Required: \$1,298.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fees - \$649.00/person; Hotel - \$823.40/person; Airfare - \$460.00/person
Food - \$375.00/person; Taxi - \$40.00/person; Airport Parking - \$30.00/person
Tips- \$20.00/person

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

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$4,794.80 and advance registration of \$1,298.00 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>\$15,000.00</u>
Approved Requests:	<u>\$8,172.00</u>
Budget Available:	<u>\$6,828.00</u>
Current Requests:	<u>\$4,794.80</u>
Budget Balance:	<u>\$2,033.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/14/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

APR 21 2014

Date: April 8, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: May 12, 2014 Return Date: May 15, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Alabama SHRM Conference & Exposition

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$103.04 Advance Registration Required: \$0.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: SHRM will pay all expenses except mileage. Mileage at .56 cents/per mile
184 miles round trip

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

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$103.04 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$8,172.00</u>
Budget Available:	<u>\$6,828.00</u>
Current Requests:	<u>\$4,897.84</u>
Budget Balance:	<u>\$1,930.16</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/14/2014
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

APR 21 2014

Date: April 8, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 6, 2014 Return Date: May 6, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Fred Pryor Seminar - Project Management Workshop

Traveler (s) Name: 1. Renee Wood 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$199.00

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

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 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>\$15,000.00</u>
Approved Requests:	<u>\$8,172.00</u>
Budget Available:	<u>\$6,828.00</u>
Current Requests:	<u>\$5,096.84</u>
Budget Balance:	<u>\$1,731.16</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/14/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

APR 21 2014

Date: April 14, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: April 30, 2014 Return Date: May 2, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend Real and Personal Property Calculations training

Traveler (s) Name: 1. Tammy Linton 4. _____
2. Antreece Stringer 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$400.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

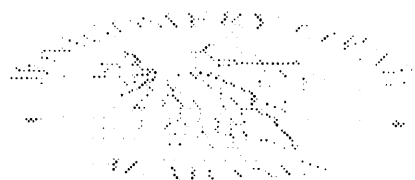
To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$8,772.79</u>
Budget Available:	<u>\$21,227.21</u>
Current Requests:	<u>\$400.00</u>
Budget Balance:	<u>\$20,827.21</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/16/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

APR 21 2014

Date: April 15, 2014
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Montgomery Hotel

Departure Date: May 28, 2014

Return Date: May 28, 2014

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend Flagger Training Presented by Alabama Technology Transfer Center/
Auburn University

Traveler (s) Name: 1. Ricky Jarvis, Maurice Jenkins 4. Desmond Carr, Patrick Reed
2. William Little, Clay Armstead 5. Christopher Jeffers, Dewey Farmer
3. Eugene Williams, Anthony Wilge 6. See Additional traveler's below

Check Mode of Transportation:

County Vehicle

☒

Commercial Air

Private Vehicle

☐

Other (Specify)

Total (est.) Cost: \$3,600.00

Advance Registration Required: \$3,600.00

Department Name: Engineering Department

Fund Name: Gasoline Tax 111-53600-265

Additional Comments: Additional Traveler's: Zachary Sealy
Dustin Paulk, Winston Petty, Benjamin Salter, Matthew Soukup, Ruben Swanson,
Douglas McClain, Bobby Osborne Jr., James Rhodes, Elmer Thompson

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$3,600.00 and advance registration of \$3,600.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,850.00</u>	
Approved Requests:	<u>\$4,259.00</u>	
Budget Available:	<u>\$3,591.00</u>	
Current Requests:	<u>\$3,000.00</u>	
Budget Balance:	<u>\$591.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 29

Agenda

APR 21 2014

Date: April 15, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 2, 2014 Return Date: May 2, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: Annual Bench & Bar Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. Azzie Taylor 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app.04/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$10,339.00</u>
Budget Available:	<u>\$37,661.00</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$37,511.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2014

cc: Finance Director / Buyer

24-12

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT: Judge of Probate-Elections REVIEWED: S. Thomas 4/16/2014
 DATE: 4/16/2014 Finance Director Date
 REQUESTED BY: Judge Steven L. Reed APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	001-51910.110	138,030	19,368	157,398
Retirement	001-51910.121	13,074	2,152	15,226
Health Insurance	001-51910.122	18,080	3,390	21,470
Life Insurance	001-51910.123	272	33	305
Social Security	001-51910.124	10,562	1,482	12,044
Workers Comp	001-51910.125	1,381	194	1,575
Fund Balance	001.35900		(26,619)	
TOTAL		\$181,399	\$0	\$208,018

JUSTIFICATION:

To increase the probate personnel budget for the FY 2014 cost of the Assistant Election Director position approved by the County Commission 12/16/13.

APR 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	4/10/2014
DATE:	4/10/2014	Finance Director		Date
REQUESTED BY:	D.T. Marshall	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52110.551	646,000	(15,000)	631,000
Other Miscellaneous Supplies	001-52110.219	95,327	15,000	110,327
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		741,327	0	741,327

JUSTIFICATION:

To realign budget categories to cover the accessory equipment packages for new motor vehicles.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 21 2014

April 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed Amendment to Project Agreement with STERIS Corporation

Attached is a proposed Amendment to Project Agreement, which has been submitted from STERIS Corporation and American Sterilizer Company to the State of Alabama, City of Montgomery and County Commission. Both the City and County attorneys have signed off on this proposed Amendment to the Project Agreement.

Due to time constraints, I am requesting that the County Commission waive rules and approve the proposed Amendment.

Thank you for your consideration regarding this matter.

DLM/tn

Attachment

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO PROJECT AGREEMENT (the "Amendment") is hereby made and entered into as of the _____ day of _____, 2014 by and between the **State of Alabama** (the "State"); the **City of Montgomery**, a body corporate and politic (the "City"); **Montgomery County, Alabama**, a body corporate and politic (the "County"); as well as **Steris Corporation** and **American Sterilizer Company** (collectively the "Company"). The City, and County are herein referred to as the "Local Parties."

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Project Agreement dated July 12, 2012 (the "Project Agreement") relating to the expansion of its facilities (the "Expanded Facility"), as defined in the Project Agreement in the City of Montgomery, Alabama; and

WHEREAS, the Company met its Initial Jobs Target of forty (40) new Full Time Employees by the Initial Jobs Target Date of June 30, 2013 but is not on pace to meet its Final Jobs Target of eighty (80) new Full-Time Employees by the Final Jobs Target Date of June 30, 2014; and

WHEREAS, this delay is due at least in part to unanticipated difficulties in identifying Alabama-based and other United States-based vendors of equipment, components and raw materials as the Company moves production to Alabama from vendors in Europe; and

WHEREAS, the Company has exceeded its investment target of \$11,000,000 by over \$500,000 and has achieved seventy (70) new Full-Time Employees, which is only ten (10) jobs short of its final Jobs Target; and

WHEREAS, the Company has represented to the State and Local Parties that the Company expects to be able to meet the final Jobs Target by June 30, 2015 and in return for agreement by the State to the other amendments contained herein, the Company has offered to extend the Jobs Maintenance Period from three (3) years to four (4) years; and.

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the City, County and State and would in the long term encourage further economic development within the City, County and State to enter into this Amendment;

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend, the Project Agreement as follows:

1. Section 2(d) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 2(d) to read as follows:

(d) Not later than June 30, 2015 (the "Final Jobs Target Date") the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least

\$21.86 exclusive of benefits, at least eighty (80) new Full-Time Employees at the Expanded Facility (the "Final Jobs Target"), with an average wage at least equal to the Required Employee Pay Scale.

2. Section 4(a)(ii) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 4(a)(ii) to read as follows:

(ii) If the Company has achieved the Initial Jobs Target and received the first and second installments from the State as required under Section 3, the Company shall pay to the State ten thousand and no hundredths (\$10,000.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any year of the period beginning when the Company achieves the Initial Jobs Target and ending four (4) years thereafter (the "Jobs Maintenance Period"), that the Total Number of Full-Time Employees is less than the Initial Jobs Target. If the Company has received some but less than all of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .025 times the amount received.

3. Section 4(f) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 4(f) to read as follows:

(f) For purposes of this Agreement a year of the Jobs Maintenance Period shall be any twelve month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first three (3) anniversaries thereof and ending on the immediately following anniversary thereof.

Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement including but not limited to the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning set forth in the Project Agreement.

IN WITNESS WHEREOF, each of the parties has hereunto caused this Amendment to be executed on its behalf by duly authorized officer.

STATE OF ALABAMA ("State")

By: _____
Governor

CITY OF MONTGOMERY ("City")

By: _____
Mayor

Attest: _____
City Clerk

MONTGOMERY COUNTY, ALABAMA
("County")

By: Montgomery County Commission

By: _____
Chairman

Attest: _____
County Administrator

STERIS Corporation

By: _____

Its: _____

American Sterilizer Company

By: _____

Its: _____

Tammy Nix

From: Donald Mims
Sent: Tuesday, April 15, 2014 10:35 AM
To: Tammy Nix
Subject: Fwd: Amendment to Steris-Alabama Agreement
Attachments: Amendment to Steris PA 041014.doc; ATT00001.htm

High Priority for today

Sent from my iPhone

Begin forwarded message:

From: "Jessica G. Horsley" <jhorsley@montgomerychamber.com>
Date: April 14, 2014, 10:44:34 AM CDT
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: "Elton N. Dean, Sr." <ELTONDEAN@mc-ala.org>, "Elton Dean (endeansr@aol.com)" <endeansr@aol.com>
Subject: FW: Amendment to Steris-Alabama Agreement

Hi Donnie,

Great speaking with you this morning. Attached is the STERIS amendment as discussed. The Governor just needs a verbal ok from the City and County to then sign the agreement on behalf of the State.

Let me know what you need from me!

Thanks,
Jessica

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

From: McCrary, Bill [mailto:Bill.McCrary@finance.alabama.gov]
Sent: Thursday, April 10, 2014 4:56 PM
To: Jessica G. Horsley
Cc: McBride, Mac; 'Sanders, Allen'
Subject: FW: Amendment to Steris-Alabama Agreement

Jessica,

Attached is a clean copy including the Company's revisions. Please let me know if the City and County are ok with them.

Bill

Tammy Nix

From: Jessica G. Horsley <jhorsley@montgomerychamber.com>
Sent: Tuesday, April 15, 2014 10:35 AM
To: Donald Mims
Subject: FW: STERIS

From: endeansr@aol.com [<mailto:endeansr@aol.com>]
Sent: Tuesday, April 15, 2014 9:56 AM
To: Jessica G. Horsley
Subject: Re: STERIS

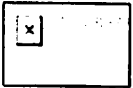
Jessica it looks good to me. Thank you for your hard work.

Sent from my Verizon Wireless Phone

----- Reply message -----

From: "Jessica G. Horsley" <jhorsley@montgomerychamber.com>
To: "Elton Dean (eltondean@mc-ala.org)" <eltondean@mc-ala.org>, "Elton Dean (endeansr@aol.com)" <endeansr@aol.com>, "DonaldMims@mc-ala.org" <DonaldMims@mc-ala.org>
Subject: STERIS
Date: Mon, Apr 14, 2014 1:29 pm

Mayor is good with the STERIS Amendment. The moment I hear from the County, I will get back to the state for execution.



Jessica G. Horsley
Project Manager, Corporate Development
Montgomery Area Chamber of Commerce
41 Commerce Street, P.O. Box 79
Montgomery, Alabama 36101
www.montgomerychamber.com
Office: 334-240-9428
Cell: 334-294-1812
Fax: 334-265-4745
Email: jhorsley@montgomerychamber.com

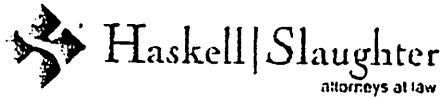
For registration and details on upcoming Chamber Events, [click here!](#)



A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

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Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Larry Puckett Chevrolet | SABIC

SUSTAINING: BBVA Compass | Advertiser Media Group | Alfa Insurance Companies
Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Hodges Warehouse + Logistics



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334 265 8573 | F 334 264 7945

MEMORANDUM

April 17, 2014

TTE

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Amendment to Project Agreement with Steris Corporation

I have reviewed your memorandum of April 17, 2014 along with the Amendment to the Project Agreement with Steris Corporation, the original Project Agreement executed on June 28, 2012 and a letter from Steris dated March 31, 2014.

It is my opinion that the Amendment to the Project Agreement appears to be in order. If the parties execute the Amendment to the Project Agreement, the Agreement will be binding on all parties.

It is also my opinion that a new public hearing will not be required.

I am of the opinion that the services provided for in this agreement 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 this agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

PROJECT AGREEMENT
BY AND AMONG
THE STATE OF ALABAMA,
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION,
STERIS CORPORATION,
and
AMERICAN STERILIZER COMPANY

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **STATE OF ALABAMA** (the "State"), the **CITY OF MONTGOMERY** (the "City"), **MONTGOMERY COUNTY COMMISSION** (the "County") and **STERIS CORPORATION**, an Ohio corporation ("STERIS") and STERIS's wholly owned subsidiary, **AMERICAN STERILIZER COMPANY**, a Pennsylvania corporation ("ASC"). STERIS and ASC are collectively referred to as the "Company". The State, the City, the County and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The State, the City and the County are collectively referred to as the "Governmental Entities".

RECITALS

WHEREAS, the Company wishes to expand its existing facilities (the "Existing Facility") in Montgomery, Alabama which manufactures components and assemblies used in the manufacturing of surgical products (the expanded facility being referred to herein as the "Expanded Facility" or the "Project") wherein it will maintain the two hundred sixty (260) Full-Time Employees currently employed by the Company at its Existing Facility earning at least the average wage and/or salary currently paid to such Full-Time Employees which is \$21.86 exclusive of benefits (the "Existing Employees") and commits to employ not less than eighty (80) additional Full-Time Employees with a Capital Investment by the Company or its owners and their affiliates in expanding the Facility to be at least eleven million dollars (\$11,000,000); and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the construction, performance and operation schedule for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the State, City and County and its citizens, the Governmental Entities have committed to make available to the Company certain incentives in the manner and

amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Entities providing the incentives described herein, the Company makes the following commitments to the Governmental Entities:

(a) The Company acknowledges that the citizens of Alabama anticipate the prompt receipt of substantial economic benefit to the local and State economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the development of the Project, Commencing Construction of the expansion of the Facility not later than August 1, 2012, and Commencing Operations at the Expanded Facility not later than December 31, 2013. For the purposes of this Agreement, "Commence Operations" or "Commencement of Operations" shall mean that operations at the Expanded Facility are manufacturing components and assemblies used in the manufacturing of surgical products at the Expanded Facility in substantially greater quantities than produced at the Facility prior to the expansion of the Facility. For the purpose of this Agreement, "Commence Construction" or "Commencement of Construction" means that physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Expanded Facility and install necessary infrastructure to accomplish the objectives of the Project.

(b) In furtherance of this Project, not later than June 30, 2014, the Company shall have invested in the Facility from its resources not less than eleven million dollars (\$11,000,000) (of which at least seven million dollars (\$7,000,000) must be paid by the Company in cash and the rest may be in kind in the form of equipment relocated from another existing facility owned by the Company or one of its affiliates) (hereinafter the Company's "Capital Commitment").

(c) Not later than June 30, 2013 (the "Initial Jobs Target Date") the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least an average of \$21.86 per hour, exclusive of benefits, at least forty (40) new Full-Time Employees at the Expanded Facility (the "Initial

Jobs Target”), with an average wage of at least \$18.86 per hour, exclusive of benefits (the “Required Employee Pay Scale”).

(d) Not later than June 30, 2014 (the “Final Jobs Target Date”) the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least \$21.86 exclusive of benefits, at least eighty (80) new Full-Time Employees at the Expanded Facility (the “Final Jobs Target”), with an average wage at least equal to the Required Employee Pay Scale.

(e) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company shall give good faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company's then usual and customary hiring policies.

(g) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company's business.

(h) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(i) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment;

(j) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by any of the Governmental Entities, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Governmental Entities. The Company's legal counsel upon

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request shall furnish an opinion of counsel to the Governmental Entities in a form reasonably satisfactory to the Governmental Entities as to the matters set out in Subsections 3(h) and 3(i). In addition, upon request of any Governmental Entity, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by any Governmental Entity.

3. Commitments of the Governmental Entities.

(a) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the State shall make available up to six hundred thousand dollars (\$600,000), payable in three (3) installments to reimburse the Company for capital expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Initial Jobs Target on or before the Initial Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Initial Jobs Target.

(iii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the third installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Final Jobs Target.

The City and County represent and warrant to the Company and State that no payments from the City or County to the Company will be funded by economic development grants or other funds from the State. The payment may be reduced by the State by the amount of any City and County payments made to the

Company which are funded directly by economic development grants or other funds from the State.

(b) Payment to the Company by the State under this Section 3 shall be in accordance with the provisions of Section 5 hereof.

(c) In addition to the aforementioned incentives, the State through AIDT shall provide the assistance described in Exhibit B hereto.

(d) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the City and local community to be realized from that operation, the City shall make available up to one hundred eighty thousand dollars (\$180,000), payable in two (2) installments to reimburse the Company for staffing expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of ninety thousand dollars (\$90,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of ninety thousand dollars (\$90,000) as soon as practicable after the Company reaches the Final Jobs Target.

(e) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the County and local community to be realized from that operation, the County shall make available up to one hundred twenty thousand dollars (\$120,000), payable in two (2) installments to reimburse the Company for staffing expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or

before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of sixty thousand dollars (\$60,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of sixty thousand dollars (\$60,000) as soon as practicable after the Company reaches the Final Jobs Target.

(f) Payment to the Company by the City and County under this Section 3 shall be in accordance with procedures mutually acceptable to the City, County and Company.

4. Recapture of Incentives.

(a) The Company acknowledges that the incentives offered by the State are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the STERIS and ASC jointly and severally agree to the following provisions for recapture by the State of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the State within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Initial Jobs Target and received the first and second installments from the State as required under Section 3, the Company shall pay to the State ten thousand and no hundredths (\$10,000.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any year of the period beginning when the Company achieves the Initial Jobs Target and ending three (3) years thereafter (the "Jobs Maintenance Period"), that the Total Number of Full-Time Employees is less than the Initial Jobs Target. If the Company has received some but less than all of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .025 times the amount received.

(iii) If the Company has achieved the Final Jobs Target and received the first, second and third installments from the State as required by Section 3, the Company shall pay to the State seven thousand five hundred and no hundredths (\$7,500.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second and third installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iv) Not later than December 31st of each year during the Jobs Maintenance Period and/or at such other times as the State may request, the Company shall furnish to the Debt Management Division of the Department of Finance a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The State may require the Company to provide such other documentation which the State deems necessary to confirm the Company's certification. Any payment due to the State under the provisions of this section shall be paid with the Certificate of Compliance.

(b) The Company acknowledges that the incentives offered by the City are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the STERIS and ASC jointly and severally agree to the following provisions for recapture by the City of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Final Jobs Target on or before the Final Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and received the first and second installments from the City as required by Section 3, the Company shall pay to the City two thousand two hundred fifty and no hundredths (\$2,250.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, and second installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs

Maintenance Period and/or at such other times as the City may request, the Company shall furnish to the City a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The City may require the Company to provide such other documentation which the City deems necessary to confirm the Company's certification. Any payment due to the City under the provisions of this section shall be paid with the Certificate of Compliance.

(c) The Company acknowledges that the incentives offered by the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the ASC and STERIS jointly and severally agree to the following provisions for recapture by the County of cash incentives that it has paid to or for the benefit of the Company.

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Final Jobs Target on or before the Final Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the County within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and received the first and second installments from the County as required by Section 3, the Company shall pay to the County one thousand five hundred and no hundredths (\$1,500.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs Maintenance Period and/or at such other times as the County may request, the Company shall furnish to the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The County may require the Company to provide such other documentation which the County deems necessary to confirm the Company's certification. Any payment due to the County under the provisions of this section shall be paid with the Certificate of Compliance.

(d) Notwithstanding anything contained herein to the contrary, the maximum recapture amount that any Governmental Entity may recover from the Company will be the amount actually received by the Company from such Governmental

Entity under Section 3.

(e) The right of the Governmental Entities to recapture incentives shall survive the termination of this Agreement.

(f) For purposes of this Agreement a year of the Jobs Maintenance Period shall be any twelve month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first two (2) anniversaries thereof and ending on the immediately following anniversary thereof.

5. Disbursements of the Contributions to the Project by the State.

All reimbursements by the State to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) Satisfaction of Conditions Precedent. Payment of the State's contribution to the cost of developing, equipping and constructing the Facility shall be by reimbursement of the Company. It shall be the responsibility of the Company to provide to the Debt Management Division of the Alabama Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Request for Reimbursement by the Company. To request reimbursement from the State for costs incurred for developing and constructing of the Facility, STERIS and/or ASC shall submit to the Debt Management Division of the Alabama Department of Finance a "Request for Payment" using the form which is Exhibit A to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the State that the expenditures for which reimbursement is sought were incurred only for the developing or constructing of the Facility and satisfies the additional requirements of subsections (a) and (c) of this Item. Payments to an affiliate of the Company shall not be eligible for reimbursement by the State.

(c) Certificate of Compliance. Each Request For Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company did achieve the relevant Jobs Target as of the designated Jobs Target Date and that the Company has satisfied all of its other commitments and obligations hereunder. The State may require the Company to provide such other documentation that the State deems necessary to confirm the Company's certifications.

(d) Additional Requirements. In addition to the requirements of subsections (a), (b) and (c) of this item, the Company must provide to the Debt Management Division of the Alabama Department of Finance the following documents or information as required by the State:

(i) a certificate of the Facility Architect, Engineer, or other person or persons acceptable to the State, certifying that the work, materials or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the State as being necessary to the developing and constructing of the Facility; or are another reimbursable expense;

(ii) a release by any third party, including a contractor, supplier, or any other entity that may be specified by the State, of claims against the State, and any entity specified by the State to be the subject of the release;

(iii) all approvals that might be required by statute or regulation before the Facility can be occupied and Commencement of Operations, including, by way of example and not for limitation, a Certificate of Occupancy, permits, and licenses; and

(iv) such other documentation as is deemed necessary by the State to establish that the reimbursement will be for costs incurred for the developing, renovating and the equipping of the Facility and will conform to the requirements of applicable law.

(v) an affidavit and such other documentation as is deemed necessary by the State to establish that the Company is in compliance with all applicable laws.

6. **Grounds for Termination of the Obligations of the Governmental Entities.** The obligations hereunder of any Governmental Entity may be terminated by that respective entity upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either the Initial Jobs Target or Final Jobs Target by the date specified herein, or to maintain either of such jobs targets as required by the terms of this Agreement.

(b) Failure of the Company to file any Certificate of Compliance that is required by the terms of this Agreement.

(c) The determination by any Governmental Entity that any representation made by the Company or its agents to induce the Governmental Entities or any agency or subdivision thereof to offer incentives to the Company are not true in any respect.

(d) Failure of the Company to Commence Construction at the Facility by the date specified in the Company's Commitments, Representations and Warranties.

(e) Failure of the Company to Commence Operations at the Facility by the date specified in the Company's Commitments, Representations and

Warranties or to meet its Capital Commitment by the date specified in Section 2.

(f) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(g) A Change of Control of the Company that occurs during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control all funds paid by any Governmental Entity shall at the option of that Governmental Entity to the Company under Section 3(a) be immediately due and payable by the Company to that Governmental Entity.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused there from by the Governmental Entity to whom such obligation is owed, to be expressed in writing and signed by an authorized representative of the applicable Governmental Entity.

9. **Further Assurances.** The Parties agree to do all things and take all reasonably necessary actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during expansion thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds in accordance with the typical procedures of the applicable Governmental Entity.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions

hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use reasonable efforts to secure such approval or authorization.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the State of Alabama:

Honorable Robert Bentley, Governor
State Capitol
600 Dexter Avenue
Montgomery, Alabama 36130

With a copy to:

Finance Director
State Capitol; Room N-105
600 Dexter Avenue
Montgomery, Alabama 36130

And a copy to:

Debt Management Division
Alabama Department of Finance
100 North Union Street; Suite 224
Montgomery, Alabama 36130

To The City of Montgomery, Alabama:

Todd Strange
Mayor, City of Montgomery
City Hall/Room 206
103 North Perry Street St.
Montgomery, Alabama 36102

To Montgomery County, Alabama

Elton Dean, Sr.
Chairman, Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

To the Montgomery Area Chamber of Commerce:

Jessica Horsley
Project Manager, Corporate Development
P. O. Box 79
Montgomery, Alabama 36101

To The Company:

Mac McBride
Director of Montgomery Operations
2720 Gunter Park Drive East
Montgomery, Alabama 36109

With a copy to:

STERIS Corporation
5960 Hensley Road
Mentor, Ohio 44060
Attn: General Counsel

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

"Effective Date" means the date upon which this Agreement is signed by the Governor of the State of Alabama.

"Full-Time Employee" shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding executive managers and any and all personnel whose workday is not fully dedicated to the Facility, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America. No employees of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Expanded Facility shall constitute Full-Time Employees, except to the extent that the Company certifies to the Governmental Entities with respect to any such employee (a "Transferred Employee") that it has not eliminated the Transferred Employee's previous position at another facility of the Company or affiliate within Alabama and that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

"Monthly Average" shall be calculated on an annual basis for each applicable year. The Monthly Average shall be calculated by taking the total number of Full-Time Employees working at the facility at the end of each month in the applicable

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time period and dividing that sum by twelve (12).

Change of Control shall mean either”:

(i) the acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets.

16. Indemnification. The Company shall release, save, hold harmless, and indemnify the Governmental Entities, their elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all claims arising from or in connection with this Agreement or the Project (except for those claims arising out of the gross negligence or intentional misconduct of one or more of the Indemnified Parties), arising from the Company’s breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the applicable Governmental Entity, shall defend the same at the Company’s expense by counsel reasonably satisfactory to the applicable Governmental Entity. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the

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expiration or earlier termination of this Agreement.

17. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

[signature pages follow]

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WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

STATE OF ALABAMA

By: Robert Bentley July 12, 2012
Robert Bentley, Governor DATE

Signature Page for Project Roundup Project Agreement

CITY OF MONTGOMERY

By:

Todd Strange, Its Mayor

10/28/12

DATE

Signature Page for Project Roundup Project Agreement

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr. 6/25/12
Elton N. Dean, Sr., Its Chairman DATE

Signature Page for Project Roundup Project Agreement

STERIS CORPORATION

By: [Signature] 6-28-2018
[Signature], Its Authorized Representative DATE

Signature Page for Project Roundup Project Agreement

AMERICAN STERILIZER COMPANY

By: [Signature] 12-28-2012
[Signature] Its [Signature] DATE

Signature Page for Project Roundup Project Agreement

**EXHIBIT A
TO PROJECT AGREEMENT BY AND AMONG
THE STATE OF ALABAMA,
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION,
STERIS CORPORATION
And
AMERICAN STERILIZER COMPANY**

REQUEST FOR PAYMENT NO. _____

DATE: _____

TO: DEBT MANAGEMENT DIVISION
ALABAMA DEPARTMENT OF FINANCE
100 NORTH UNION STREET; SUITE 224
MONTGOMERY, AL 36130-2617

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Request for Payment are invoices or other evidence of documentation of these expenses and the payment thereof.

**STERIS CORPORATION
AMERICAN STERILIZER COMPANY**

By: _____
Its: Authorized Representative

EXHIBIT B
AIDT LETTER

Void after 180 days

April 30, 2012

Ms. Jessica Horsley
Project Manager, Corporate Development
Montgomery Area Chamber of Commerce
41 Commerce Street
Montgomery, AL 36101

Dear Ms. Horsley:

AIDT commits to provide a comprehensive recruiting and training program for your client, Steris, based on their plans to create new jobs by expanding their existing Alabama facility.

After 180 days from the issue of this letter, this commitment expires. A request for an extension or revised pre-loc must be submitted.

Since 1971, AIDT has assisted approximately 3,000 new and expanding companies in the state of Alabama in the recruiting, selection and training of nearly 400,000 employees. These companies have used almost every kind of production process to make a wide variety of products. Through our close working relationships with these companies AIDT has developed consistently effective processes for the recruitment, selection and training of skilled and motivated employees.

AIDT typically produces a workforce that performs at or above the 50 percent level on the learning curve—a result of both the technical training our trainees receive and the process by which they are selected. Attitude is a key indicator in trainee selection. AIDT and company representatives participate in rigorous screening and interviewing, which allows us to identify the most highly qualified and experienced employee candidates. Applicants who do not meet minimum qualifications are not accepted.

Applicants who meet the selection criteria are enrolled in job specific, pre-employment training for detailed assessment of attitude, character, work ethic, literacy, teamwork and technical learning ability. Trainees who successfully complete the training program are highly motivated and naturally perform above expectations. Their high level of technical proficiency is a bonus. Trainees who do not perform at skill and behavior standards are dropped from the training program.

Please accept the following as our firm commitment of assistance to your client.

Staff members and I will meet with your client's representatives at their convenience. Through discussions we will identify minimum qualifications based on employee skill sets, establish training criteria and define curricula content. Required behavior and performance criteria will be defined to determine what the company expects of its employees.

Ms. Jessica Horsley
Page Two
April 30, 2012

AIDT will recruit trainees for potential full-time employment. Only candidates who successfully complete the interview process are enrolled in training. Alabama's labor market has consistently allowed AIDT to generate sufficient numbers of qualified applicants. This allows a high degree of selectivity, which benefits the company. We recommend for employment only those trainees who successfully complete the program and exhibit a positive attitude and motivation for the job.

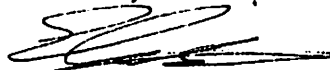
AIDT assumes all reasonable costs of program development, instructors, equipment, consumable supplies, and training aids.

The above commitment is contingent upon a company starting wage of \$10.00 per hour, plus benefits. This is not an average wage. These employment opportunities must be at least 10 full-time positions, with a minimum of 36 hours per week and maintained year round.

A critical part of partnership is communication. To begin our process, it is essential that we receive your hiring or manning timeline/schedule. We understand it may be a "working" document and is subject to change.

AIDT's pre-employment selection system and on-the-job training program is ISO 9001:2008 registered. We are prepared to ensure the success of any training program we support for your client's company. We will be pleased to meet with you and your client to discuss in detail how we can be a critical part of their successful expansion in Alabama.

Sincerely,



Ed Castile
Director

EC/KT/rh

Ms. Jessica Horsley
Page Three
April 30, 2012

ATTACHMENT

The following is an estimated dollar value relative to AIDT support committed to new businesses locating in Alabama. These estimates should not be interpreted as an offer by AIDT to make monetary grants. They are simply our best estimates relative to the value of the services and/or resources that may be provided or employed to meet the training needs of the company.

This value page is no longer valid after 180 days.

1. **Program Development** \$25,000
Develop all necessary training materials, edit, and print.
2. **Applicant Recruiting and Screening** \$20,000
AIDT will place media ads, screen and interview all applicants.
3. **Pre-employment Training** \$320,000
AIDT will conduct a pre-employment training program that will give all candidates the necessary skills and knowledge and determine the attitudes of your complete workforce. The pre-employment training is a replacement for an assessment center, which normally costs a company approximately \$4,000 per employee. The pre-employment training program is at no cost to the company, which affords the company a savings, for 80 employees, of \$320,000.
4. **Post-Employment Training (Direct Reimbursement)** \$32,000
AIDT will reimburse the company for the costs of company provided instructors for any required and negotiated post-employment training. Amount not to exceed \$32,000.
5. **Instructor Development (Direct Reimbursement)** \$16,000
Reimbursement for travel time for instructor(s) development at other locations, at their actual hourly rate of pay, up to \$25.00 per hour. Amount not to exceed \$16,000.
6. **Training Cash Incentives (Direct Reimbursement)** \$100,000
This reimbursement may be used for training related expenses for expansion. Expenses may include but are not limited to vendor training, travel for trainers, professional recruiting services, and other training related expenses as agreed on by the company and AIDT. Amount not to exceed \$100,000.
7. **Mobile Training Units (MTU's)** \$250,000
8. **Leadership Development** \$20,000
Savings predicated on experience that companies would have to pay a consultant for management development and training.
9. **Training Video** \$40,000
Customized, orientation or job-specific.
10. **Maintenance Assessments** \$30,000
AIDT will provide a maintenance assessment process to determine a persons ability and skill level in maintenance. We can offer this process to assist with the decision making on new hires and/or to determine areas where training is needed. Estimated savings to the company is \$30,000.

Ms. Jessica Horsley
Page Four
April 30, 2012

11.	Safety Assistance and Training AIDT will provide a full service safety assistance program that includes audits, recommendations, and training to resolve any issues. This assistance helps companies get their OSHA documentation in order and make their plant OSHA compliant. We have safety specialists and trainers on staff ready to serve as needed for the start-up and beyond.	\$30,000
12.	Process Improvement Assistance AIDT will assess company processes to identify improvement opportunities, training needs, and assist the company in establishing an improvement process. Estimated savings to the company is \$30,000.	\$30,000
	Total	\$913,000

These are all estimated figures. The actual numbers can only be realized after full development of the training program.

Agenda

APR 21 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II
Purchasing Department TT

DATE: April 16, 2014

SUBJECT: Invitation to Bid No. 52602-14B-005,
Pharmacy Services for the Montgomery County Youth Facility

Request approval of award on the above referenced bid to the only bidder, Diamond Pharmacy Service; be placed on the agenda for the County Commission meeting on April 21, 2014. (copy of spread sheet attached)

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

Coordination of award made with Scott Kramer, Risk Manager.

Attachment

A TOTAL OF 30 BIDS MAILED OUT

The prescription drugs and over the counter medications listed below is not all of the drugs that are used at the Youth Facility but are the most used and ordered.
Average monthly Cost of Prescription drugs and over the counter drugs purchased in the last year is \$1,455.00 per month.

PRESCRIPTION MEDICATIONS

<u>NAME OF DRUG</u>	<u>COST</u>	<u>DISPENSING FEE COST</u>	<u>AWP Average Wholesale Price</u>
1. Concerta 2mg	\$ <u>4.94</u>	\$ _____	\$ <u>6.38</u>
2. Depakote 500mg/Depokite 250mg	0.09 \$ <u>0.05</u>	\$ _____	3.21 \$ <u>1.74</u>
3. Imipramine 25mg	\$ <u>0.11</u>	\$ _____	\$ <u>0.68</u>
4. Clonidine 0.2mg	\$ <u>0.03</u>	\$ _____	\$ <u>0.31</u>
5. Abilify 20mg/Abilify 5mg *	\$ <u>35.86</u> 12.68	\$ _____	\$ <u>43.91</u> 15.53
6. Tubersol 5TU (50 Test) (PPD's)	\$ <u>128.39</u>	\$ _____	\$ <u>172.76</u>
7. Trazodone 100mg	\$ <u>0.04</u>	\$ _____	\$ <u>0.70</u>
8. Vyvanse 50mg	\$ <u>6.50</u>	\$ _____	\$ <u>7.96</u>
9. Seroquel 50 mg	\$ <u>0.05</u>	\$ _____	\$ <u>6.57</u>
10. Hydroxizine 25 mg	\$ <u>0.04</u>	\$ _____	\$ <u>0.65</u>
11. Ibuprofen 400 mg	\$ <u>0.04</u>	\$ _____	\$ <u>0.34</u>
12. Ibuprofen 800 mg	\$ <u>0.07</u>	\$ _____	\$ <u>0.80</u>
13. Amoxicillin 500 mg	\$ <u>0.06</u>	\$ _____	\$ <u>0.38</u>
14. Amoxicillin 250 mg	\$ <u>0.04</u>	\$ _____	\$ <u>0.24</u>
15. Doxycycline 100 mg	\$ <u>0.31</u>	\$ _____	\$ <u>2.28</u>

16.Cephalexin 500 mg	\$ <u>0.07</u>	\$ _____	\$ <u>1.23</u>
17.Cephalexin 250 mg	\$ <u>0.04</u>	\$ _____	\$ <u>0.61</u>
18.Focalin XR 10 mg	\$ <u>7.18</u>	\$ _____	\$ <u>8.80</u>
19.Buspar 10 mg/5mg	\$ <u>0.05</u> 0.03	\$ _____	\$ <u>1.30</u> 0.75

PRESCRIPTION DRUGS – TOTAL \$ 196.68 \$ _____

TOTAL COST OF PRESCRIPTION DRUGS & DISPENSING FEE \$ 196.68

OVER THE COUNTER MEDICATIONS (OTC)

<u>NAME OF DRUG</u>	<u>COST</u>	<u>DISPENSING FEE COST</u>	<u>AWP</u>
1.Cepacol Throat 1 oz	\$ <u>1.63</u>	\$ _____	\$ <u>2.50</u>
2.Acetaminophen 325mg	\$ <u>0.01</u>	\$ _____	\$ <u>0.02</u>
3.Cough Medication	\$ <u>2.13</u>	\$ _____	\$ <u>6.67</u>
4.Oragel (tooth ache med)	\$ <u>4.01</u>	\$ _____	\$ <u>4.80</u>
5.Anti-fungal spray (jock itch)	\$ <u>2.79</u>	\$ _____	\$ <u>5.09</u>
6.Hydrocortisone Cream 1%	\$ <u>1.01</u>	\$ _____	\$ <u>3.48</u>
7.Neosporin Ointment	\$ <u>1.31</u>	\$ _____	\$ <u>7.62</u>
8.Pepto Bismol Tabs	\$ <u>0.07</u>	\$ _____	\$ <u>0.12</u>
9.Loratadine 10mg	\$ <u>0.03</u>	\$ _____	\$ <u>0.30</u>
10. Benadryl 25 mg	\$ <u>0.01</u>	\$ _____	\$ <u>0.05</u>
11.Bisacodyl 5mg (laxative)	\$ <u>0.01</u>	\$ _____	\$ <u>0.03</u>

* Based on split tablets

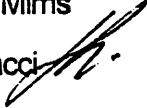
OVER THE COUNTER TOTAL \$ 13.01 \$ _____

TOTAL OVER THE COUNTER DRUGS & DISPENSING FEE \$ 13.01

TOTAL FOR PRESCRIPTION & OVER THE COUNTER DRUGS \$ 209.69

APR 21 2014

Interoffice Memo

To: Donnie Mims**From:** Lou Ialacci **Cc:** Tammy Nix**Date:** April 14, 2014**RE:** Authorization for Position Fill Requests

The Commission approved the reclassification/reorganization plan for the Information Systems department in their March 10, 2014 meeting. The next step in the process is to obtain authorization for the Position Fill Requests to establish the recommended organization. The Personnel department and I agreed that it would be best to first get the new job descriptions approved and in place, then request authorization to fill the new positions.

Prior to the reclassification there were two open fill requests. Since the job descriptions and the pay grades changed, I am requesting authorization for two replacement position fill requests that were previously approved. There are also two promotional position fill requests that am requesting authorization to fill. This will help us begin to replenish our staff to meet the increasing demands on our department.

This past month as a result of the reclassification I had two long term employees retire, which will necessitate additional requests in the near future. The replacement positions that will be used due to the work we have just completed will result in a significant savings in salaries.

Thank you and the Commission for all your support and cooperation. This will help me better manage our department and keep our salary levels under control.

ORIGINAL

Montgomery County Commission Form 102 (new oct 1996)

Position Fill Request

DEPARTMENT: Information Systems
DEPARTMENT HEAD: Lou Ialacci
SUPERVISOR: Rodney Smith

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Specialist/Systems (Applications)

POSITION NUMBER: 220273001 Class code CO273

PROPOSED EFFECTIVE DATE: May 5, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(XX) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A11 Step 1, \$59,179 Pay Step to be based upon City and County of Montgomery
Personnel Rules and Regulations, Rule VI, Section
10 (a).

Department Head

4/2/2014
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

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

Date

Date

PART OF RECLASSIFICATION APPROVED BY THE MONTGOMERY
COUNTY COMMISSION AND THE CITY/COUNTY PERSONNEL DEPT.

ORIGINAL
Position Fill Request

Montgomery County Commission Form 102 (new oct 1996)

DEPARTMENT: Information Systems
DEPARTMENT HEAD: Lou Ialacci
SUPERVISOR: Larry Kennedy

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Specialist/Network/Infrastructure

POSITION NUMBER: 220273002 Class code CO273

PROPOSED EFFECTIVE DATE: May 5, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(XX) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A11, Step 1, \$59,179 Pay Step to be based upon City and County of Montgomery
Personnel Rules and Regulations, Rule VI. Section 10
(a) promotions

Samuel
Department Head

4/2/2014
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

5 () Manpower data entered by

Date

() Payroll entered by

Date

PART OF RECLASSIFICATION APPROVED BY THE MONTGOMERY
COUNTY COMMISSION AND THE CITY/COUNTY PERSONNEL DEPT.

ORIGINAL

Position Fill Request

DEPARTMENT: Information Systems
DEPARTMENT HEAD: Lou Ialacci
SUPERVISOR: Rodney Smith

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Technician/Systems

POSITION NUMBER: 220271004 Class code CO271

PROPOSED EFFECTIVE DATE: May 5, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

- () PROMOTIONAL REGISTER () TRANSFER
(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A07, Step 1, \$38,734

Department Head

4/2/2014
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

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

PART OF RECLASSIFICATION APPROVED BY THE MONTOMERY
COUNTY COMMISSION AND THE CITY/COUNTY PERSONNEL DEPT.
POSITION WAS APPROVED (FILL REQUEST #12133) AND UPDATED
AS PART OF THE RECLASSIFICATION.

ORIGINAL

Position Fill Request

DEPARTMENT: Information Systems
DEPARTMENT HEAD: Lou Ialacci
SUPERVISOR: Rodney Smith

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Engineer/Systems

POSITION NUMBER: 220272005 Class code CO272

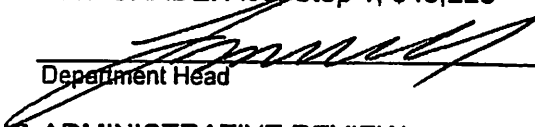
PROPOSED EFFECTIVE DATE: May 5, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

- () PROMOTIONAL REGISTER () TRANSFER
(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A09, Step 1, \$48,225


Department Head

4/2/2014
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

5 () Manpower data entered by _____

Date

() Payroll entered by _____

Date

PART OF RECLASSIFICATION APPROVED BY THE MONTGOMERY
COUNTY COMMISSION AND THE CITY/COUNTY PERSONNEL DEPT.
POSITION WAS APPROVED (FILL REQUEST #12134) AND UPDATED
AS PART OF THE RECLASSIFICATION.

MONTGOMERY COUNTY COMMISSION FUND BALANCES

APR 21 2014

	<u>General Fund</u>		<u>Fund 112 Road & Bridge</u>	<u>Fund 116 Capital Impr.</u>
	<u>Operating</u>	<u>Emergency</u>		
			Debt for Bldg/Maintaining public Bldgs,road,bridges- Excess can be transferred to General Fund	Building Debt Service, Capital Projects
FUND BALANCE 9/30/13	9,145,248	9,840,400	6,982,700	5,844,290
2014 Oil and Gas Revenue				834,470
Interest revenue				4,748
Annex I Architect expenses				(113,820)
Annex III Architect expenses				(14,100)
Youth Facility Architect expenses				(43,278)
2006 Series Debt Service payment				(440,000)
				<u>6,072,310</u>
Other Budgeted Expense:				
Cooling/Heating coils-Judicial Center				(145,000)
Upgrade fire alarm panel/system				(300,000)
Available for Building Projects				<u>5,627,310</u>

TAX COLLECTION COMPARISON

	<u>9/30/2013</u>		Over (Under) Budget	<u>9/30/2014</u>	
	<u>Budgeted</u>	<u>Actual</u>		<u>Budgeted</u>	
General Fund					
Sales Tax	39,400,000	40,158,593	758,593	39,900,000	
Ad Valorem Tax	12,800,000	12,825,176	25,176	12,800,000	
Lodging Tax	1,660,000	1,615,994	(44,006)	2,130,000	Rate Increase
Road and Bridge Fund					
Ad Valorem Tax	6,250,000	6,285,895	35,895	6,250,000	

**MONTGOMERY COUNTY COMMISSION
YEAR END SEPTEMBER 30,**

General Fund		General Fund
2013		2014
BUDGETED RESULTS		
Revenue Over (Under) Budget	\$0.00	\$0.00
Sales Tax Collections over budget	758,593	450,000
Ad Valorem tax over budget	25,176	0
Housing of Federal inmates	851,328	(100,000)
Financial institution tax	302,638	(250,000)
Other revenue/fees	140,334	100,000
Transfers not made from Fiduciary & Road & Bridge	(1,454,661)	
Expenses (Over) Under budget		550,000
Salary and Benefit savings	1,430,000	
Other expenses under budget (net)	417,550	
Year End Accruals net affect	427,480	
Expenses Added to the budget		
Humane Shelter	(21,500)	(100,000)
Garrett Coliseum	(50,000)	(67,581)
BONDS for walking trail	(5,000)	(1,007)
Alabama Cattlemen's Assn	(7,500)	(10,000)
Blue Gray Tennis	(5,000)	(72,374)
Chamber for a study for Garrett Coliseum	(5,000)	(5,000)
Sheriff's Legal Division camera's	(2,578)	(2,500)
Forestry Commission Truck	(10,000)	(28,988)
Buckmaster Expo	(35,000)	(108,650)
AME Zion National Conference	(12,000)	(22,124)
Probate & Revenue Comm Seal/Sign for East	(1,990)	(51,000)
Sheriff's dispatch - air conditioner	(11,246)	(26,619)
Extension Office moving expense	(4,320)	(102,403)
Courthouse 2nd Floor lighting	(4,000)	
Extension Office electrical outlets	(662)	
County Commission travel budget	(6,000)	
Bd of Registrars Advertising purged voter list	(20,200)	
NEC Settlement funds carryover-Public Safety equip	(46,204)	
City of Montgomery School of Medicine	(200,000)	
Special Election- Nonreimbursed cost	(30,000)	
Year End Adjustments	(94,238)	
Net Increases to budget	(572,438)	(598,246)
Net Actual Results		
Year end adjustments to deferred revenue	2,326,000	51,754
Education funding used for debt service	(427,480)	(1,080,000)
Transfers from Road and Bridge	(1,080,000)	(1,750,311)
Net Adjusted Operating Results	(295,649)	(2,778,557)
BUDGETED RESULTS		
Revenue Over (Under) Budget		
Sales Tax Collections over budget		450,000
Ad Valorem-collections about even with budget		0
Lodging tax	2,078,069	(100,000)
Housing Federal prisoners		(250,000)
Expenses (Over) Under budget		
Salary and Benefit savings		550,000
Expenses Added to the budget		
Helping Montgomery Families Initiative		(100,000)
Elective Official Compensation adjustments		(67,581)
Blue Gray Tennis		(1,007)
Chamber for Regional HS Basketball Tourn.		(10,000)
Detention Facility Kitchen Equipment		(72,374)
A-Keep for Alabama/Korean cultural exchange		(5,000)
Chamber for "Two Lines" Rosa Parks Museum		(2,500)
Special State Election Expense		(28,988)
Increase Probate budget for part-time employees		(108,650)
NEC Settlement funds carryover-Public Safety equip		(22,124)
Sheriff Motor Vehicle Budget Carryover		(51,000)
Increase Election budget for Asst. Election Dir.		(26,619)
Youth Apprentice Summer Program		(102,403)
Net Increases to budget		(598,246)
Net Projected Results		
Education funding included in budgeted amounts		(1,080,000)
Transfers from other funds included in budgeted revenue		(1,750,311)
Net Projected Operating Results		(2,778,557)

MERCHANT CAPITAL
L.L.C.

Agenda

APR 21 2014

April 17, 2014

Via Email

Montgomery County Public Building Authority
Donnie Mims, Secretary
and
Montgomery County
Elton Dean, Chairman, County Commission

Re: \$35,000,000*
THE MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY
Revenue Refunding Warrants
(Montgomery County Facilities Project)
Series 2014

Gentlemen:

We are writing to provide the Montgomery County Public Building Authority (the "Issuer") with certain disclosures relating to the captioned bond issue (the "Warrants"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

The Issuer has engaged Merchant Capital, LLC and First Tuskegee Capital Markets (the "Underwriters") to serve as underwriters with regard to the Warrants, and not as financial advisor or municipal advisor, in connection with the issuance of the Warrants. As part of our underwriting services, the Underwriters may provide advice concerning the structure, timing, terms and other similar matters concerning the sale of the Warrants.

As senior managing underwriter, other than the disclosure contained in Section III of this letter, Merchant Capital is providing the disclosure contained herein on behalf of the Underwriters. You also may receive additional separate disclosures pursuant to MSRB Rule G-17 from the other underwriters for the Warrants.

I. Disclosures Concerning the Underwriters' Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers, borrowers and investors.
- (ii) The Underwriters' primary role is to purchase the Warrants with a view to distribution in an arm's-length commercial transaction with the Issuer. The Underwriters has financial and other interests that differ from those of the Issuer.

*Preliminary, subject to change

SPECIALIZING IN
MERCHANT AND INVESTMENT BANKING SERVICES
Lakeview Center – Suite 400, 2660 EastChase Lane, Montgomery, AL 36117
(334) 834-5100 phone / (334) 269-0902 fax

- (iii) Unlike a municipal advisor, the Underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The Underwriters have a duty to purchase the Warrants from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Warrants to investors at prices that are fair and reasonable.
- (v) The Underwriters will review the official statement for the Warrants in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The Underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Warrants. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Warrants. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Merchant Capital Conflicts Disclosures:

Merchant Capital has not identified any additional conflicts.

Please note that the disclosure contained in this Section III is made solely on behalf of Merchant Capital and Merchant Capital makes no representations regarding any conflicts disclosure provided, or required to be provided, by the other underwriters pursuant to MSRB Rule G-17 or otherwise.

IV. Disclosures Concerning Complex Municipal Securities Financing:

Since the Underwriters have not recommended a "complex municipal securities financing", additional disclosures regarding the financing structure for the Warrants are not required under MSRB Rule G-17.

V. **Miscellaneous:**

Please note nothing in this email is an expressed nor an implied commitment by any of the Underwriters to provide financing or to purchase or place the Warrants or any other securities. Any such commitment shall only be set forth in a Bond Purchase Agreement or other appropriate form of agreement for the type of transaction undertaken by the Issuer. Further, each Underwriters' participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, execution of a Bond Purchase Agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

Each underwriter is acting independently in seeking to act as an underwriter in the transaction contemplated herein and none of the Underwriters shall be deemed for any purpose to be acting as an agent, joint venture or partner of the others, and that no underwriter assumes responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transaction contemplated herein or otherwise.

VI. **Acknowledgement:**

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned.

It is our understanding that you have the authority to bind either the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Warrants.

Sincerely,
MERCHANT CAPITAL, LLC

A handwritten signature in black ink, appearing to read "Michael P. Dunn", with a stylized flourish at the end.

Michael P. Dunn
Managing Director

Donald Mims

From: Cheri Smithson [cheri.smithson@merchantcapital.com]
Sent: Thursday, April 17, 2014 9:32 AM
To: Donald Mims; Elton N. Dean, Sr.
Cc: Mike Dunn; 'nwright@firsttuskegeebank.com'; James Bodley (jbodley@firsttuskegeebank.com)
Subject: Montgomery County PBA Series 2014
Attachments: G17 Montgomery County PBA 2014 Sr Mgr.pdf

Gentlemen,

Due to a law implemented in August 2012, we are required to send you the attached disclosure letter whenever we serve as underwriter on a financing. You are not required to sign or return anything, just acknowledge by email that you have received the letter.

This is the same disclosure you received when the Series 2012 Warrants were sold but let me know if you have any questions.

Sincerely,
Cheri

Cheri Smithson
Merchant Capital LLC
2660 Eastchase Parkway, Suite 400 | Montgomery, AL 36117
Phone: 334.549.4518 | cheri.smithson@merchantcapital.com