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

February 13, 2014

M E M O R A N D U M

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the February 18, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Tuesday, February 18, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County Offices will be closed Monday, February 17, 2014 in observance of President's Day.

The next County Commission meeting will be held on Monday, March 10, 2014, which gives the Commission three weeks between meetings.

1-1 County Commission Information Session Schedule for February 18, 2014

Waived Rules Items to Consider for February 18, 2014

2-1 Consider Budget Change Requests (2)

(1) County Commission Appropriations – Request Number 9

(2) Information Systems – Request Number 2

3-1 Consider Bid Award for Kitchen Equipment, Bid No. 52200-14B-002, Detention Facility

4-1 Consider Preliminary Engineering Agreement with Volkert, Inc., for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), ATRIP #51-03-07, Engineering Department

Items to Consider for March 10, 2014 Agenda

5-1 Consider Renewal of External Audit Services Agreement with Rivertree Systems, Inc., Tax and Audit Department

6-1 Consider Resolution Proclaiming the Month of March as Certified Government Financial Manager Month, County Commission

7-1 Consider Board Member Appointments to Catoma Volunteer Fire Protection Authority, County Commission

8-1 Consider County Levies for Alcohol Licensing for 2014-2015, County Commission

Personnel Actions

9-1 Copy of Letter regarding Position Fill Requests – Sheriff's Office (3)

New Requests:

(1) Deputy Sheriff, Corporal, Position Number To Be Determined

(2) Deputy Sheriff, Sergeant, Position Number 129

(3) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

10-1 Copies of Position Fill Requests – Sheriff's Office (2)

New Requests:

(1) Deputy Sheriff, Corporal, Position Number 33

(2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

11-1 Copies of Position Fill Requests – Detention Facility (2)

New Requests:

(1) Corrections Officer Trainee/Corrections Officer, Position Number 052

(2) Corrections Officer Trainee/Corrections Officer, Position Number 182

12-1 Copy of Position Fill Request for Community Corrections Officer, Position Number 300359014

13-1 Consider Establishment of the Following New Classifications: IT Manager Systems (CO274) at pay grade A12 ($65,952 - $93,884); IT Specialist Systems (applications) (CO273) at pay grade A11 ($59,179 - $84,242); IT Engineer Systems (CO272) at pay grade A9 ($48,225 - 68,650); IT Technician Systems (CO271) at pay grade A7 ($38,734 - $55,138). IT Manager Network/Infrastructure (CO274) at pay grade A12 ($65,952 - $93,884); IT Specialist Network/Infrastructure (CO273) at pay grade A11 ($59,179 -

$84,242); IT Engineer Network/Infrastructure (CO272) at pay grade A9 ($48,225 - $68,650); and IT Technician Network/Infrastructure (CO271) at pay grade A7 ($38,734 - $55,138), Information Systems

14-1 Consider Abolishment of the Following Classifications: Computer Operator I (CO0133); Network Engineer I (CO0160); Network Engineer II (CO0161); Network Engineer III (CO0162); Systems Support Manager (CO0149); Applications programmer (CO0140); Software Systems Developer (CO0167); Software Systems Specialist (CO0168); Software Systems Manager (CO0153); and Technical Support Specialist (CO0148), Information Systems

15-1 Consider Reclassification of the Following Employees, Effective the First Full Pay Period Following Approval: Rodney Smith – Software Systems Manager to IT Manager Systems; Larry Kennedy – Systems Support Manager to IT Manager Network/Infrastructure; Chad Nunn – Software Systems Specialist to IT Engineer Systems; Pat Richards – Software Systems Developer to IT Engineer Systems; Michael Nummy – Technical Support Specialist to IT Engineer Network/Infrastructure; Alfred Jones - Technical Support Specialist to IT Engineer Network/Infrastructure; Robert Phaturos – Network Engineer I to IT Technician Network/Infrastructure; and ShaKenda Darrington - Network Engineer I to IT Technician Network/Infrastructure, Information Systems

16-1 Consider Abolishment of the Following Classifications Once Positions are Vacated by Current Incumbent(s): Computer Operations Manager (CO0156) [current incumbent – Rose Pyron]; and Operations Specialist (CO0159) [current incumbent – Jeff Oswalt], Information Systems

17-1 Copy of Position Fill Request for Customer Service Clerk, Position Number 750016037, Probate Judge's Office

General Information

18-1 Copy of Check from the City of Montgomery in the amount of $540,000 for their 60% Portion of the Land in the Montgomery Industrial Park for DAS North America, Inc.

19-1 Copy of Schedule of Upcoming Bids/Contract Renewals

20-1 Copies of Revenue Reports for January 2014 from Tax and Audit Department

21-1 Copy of Population Report for January 2014 for the Mac Sim Butler Detention Facility

22-1 Copy of Census and Fiscal Report for January 2014 for Community Corrections

23-1 Copies of Detailed Accounts Payables, paid 1/31/14 and 2/7/14, subject to the County Commission approval

Additional Information – No Attachments

The following employee has submitted a Notice of Application for Retirement Allowance:

- Michelle Lewis, Service Maintenance Worker I, Youth Facility **(25 years)**, effective May 1, 2014

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 18, 2014

8:00 a.m.	Prayer led by Commissioner Williams
8:05 a.m.	Administrator's Briefing regarding the Agenda and Scheduled Attendees
8:10 a.m.	Sheriff D. T. Marshall – Presentation regarding Bid Award for Kitchen Equipment for the Detention Facility **(Waived Rules Item 3-1)** and Position Fill Requests **(Personnel Action Items 9-1, 10-1 and 11-1)**
8:20 a.m.	Community Corrections Executive Director Paul Brown – Presentation regarding Position Fill Request **(Personnel Action Item 12-1)**
8: 30 a.m.	Presiding Circuit Court Judge Charles Price – Introduce New Director of Public Defender's Office
8:40 a.m.	Revenue Manager Terri Henderson – Presentation regarding Renewal of External Audit Services Agreement with Rivertree Systems, Inc. **(Future Agenda Item 5-1)**
8:50 a.m.	Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations and Information Systems Reorganization **(Personnel Action Items 13-1, 14-1, 15-1 and 16-1)**
9:00 a.m.	County Engineer George C. Speake – Briefing regarding Engineering Operations and Update regarding Preliminary Engineering Agreement for Resurfacing Vaughn Road from Taylor Road to Chantilly Parkway **(Waived Rules Item 4-1)**
9:15 a.m.	Christy Holding with The Samaritan Counseling Center – Presentation regarding the Program
9:30 a.m.	Formal Session of County Commission
10:00 a.m.	Adjourn

1-1

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 9

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	2/3/2014
DATE:	2/3/2014	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
Homeland ATL Grant Revenue	125-40000.44708	0	-26,000	-26,000
Homeland Grant contract services	125-52611.304	0	26,000	26,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	0	0	0

JUSTIFICATION:

Budget for Homeland Security Grants for rapid response training.

2-1

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	2/11/2014
DATE:	2/11/2014	Finance Director		Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Data Storage/Memory Units	001-51965-582	66,000	(24,375)	41,625
Professional Services	001-51965-307	55,000	(2,825)	52,175
Central Processing Units	001-51965-581	0	27,200	27,200
	TOTAL	121,000	0	121,000

JUSTIFICATION:

To properly classify the purchase and cover the cost of the Call Manager servers.

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VICE CHAIRMAN

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TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: February 11, 2014

SUBJECT: Invitation to Bid No: 52200-14B-002
Kitchen Equipment for the Detention Facility

Request that approval of award on the above referenced Invitation to Bid, to the only bid received, Hawk, Inc. for $72,373.97, be placed on the County Commission agenda. (copy of spread sheet attached)

Attachment

3-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-002				Hawk, Inc. P.O. Box 241247 Montgomery, AL 36124 (334)271-1150									
DATE ISSUED: January 31, 2014													
DATE OPENED: February 11, 2014													
Kitchen Equipment for Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Garland Heavy Duty	Ea	1	$6,119.61	$6,119.61								
	Gas Range												
2	Reach-in Heated	Ea	1	$6,397.32	$6,397.32								
	Cabinet												
3	Reach-in Refrigerator	Ea	1	$7,606.86	$7,606.86								
4	Hot/Cold Serving	Ea	2	$15,815.38	$31,630.76								
	Counters												
5	Custom Conveyor	Ea	1	$20,619.42	$20,619.42								
TOTAL BID AMOUNTS					$72,373.97								

Note 34 Bids Mailed, 2 Vendors attended mandatory pre-bid meeting.

3-2

MONTGOMERY COUNTY COMMISSION
Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102-1667

INVITATION TO BID

Bid Date	Bid Number	Return Quotation By
January 31, 2014	**52200-14B-002**	**February 11, 2014 10:00 a.m. CST**

MANDATORY PRE-BID MEETING
February 7, 2014 10:00 a.m. CST

Please submit a sealed price quotation on the items listed below (Note: **No Faxed Bids)**. The submissions will be received at the Purchasing Department Office, 100 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without a one year extended warranty for parts and labor, to refuse all bids and waive technicalities. **A Bid Bond in the amount of five-percent (5%) over the amount of $50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable.** Note: "No Company Checks". If you have any questions regarding this bid, please contact Tammy Turner, Purchasing Department, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1603.

Donald L. Mims
Donald L. Mims, Administrator/
Purchasing Agent

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	**1 Each**	Garland USR Model No. M44R Packed: Master Series Heavy Duty Range, 34"W, gas, (4) 35,000 BTU two-piece Startfire burners with removable heads, standard oven with piezo ignition, one-piece drip tray, stainless steel front and sides porcelainized oven interior, 6" (152mm) chrome steel adjustable legs, 180,000 BTU, CSA, NSF or Approved Equal. **1 each** Two year limited parts and labor warranty Covers products purchased and installed	$6119.61	$6119.61

3-3

CS

GARLAND RANGE ALSO INCLUDES:
(1) NATURAL GAS REGULATOR
(2) M34BG 17" SS BACKGUARD
(3) SS MAIN BACKGUARD RISER
(4) CASTER POSITIONING SYSTEM

In the USA only, standard.
1 each Natural gas, specify elevation if over 2,000 ft.
1 each ¾" Rear gas connection, including "Tee" in manifold, end cap and cover
1 each Stainless Steel main back
1 each Swivel Casters, with Polyurethane wheels (non-marking)
1 each NOTE: Oven base ranges require either Highshelf or backguard
1 each Maximum ssecurity: Stainless steel lockable Control panel cover (Padlock by Montgomery County)
1 each Dormont 1675KIT48PS Safety Moveable Gas Connector Kit ¾" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast QD, 1 full port valve (2) 90 degree elbows, 1 pair Safety-Set with Adhesive foam tape and hardware mounting Options, coiled restraining cable with hardware, limited lifetime warranty

INSTALLATION IS TO BE INCLUDED IN THE COST OF THE EQUIPMENT.

CS

~~1.A 1 Each Extended One Year Parts and Labor Warranty~~ $ NOT AVAILABLE $

Total: $ 6119.61

2. **1 Each** True Model No. STR2H-2S Packed: $ 6397.32 $ 6397.32
SPEC SERIES Reach-in Heated Cabinet, Two-section, stainless steel front and sides, (2) stainless steel doors with locks, cam-lift hinges, digital temperature control, stainless steel interior, (2) interior kits, 5" castors, 3000W, 115/208-230/60/1 (requires hard wiring), 9' cord, culus, NSF, Made in USA or Approved Equal.

1 each Warranty – 3 year parts and labor.
1 each Left door hinged left, right door hinged right standard.
1 each SPECKIT3 Left section Spec Kit #3 – (6) sets of universal type tray slides Only 9 tray slides on each side. Permanently attached, not removable.
1 each SPECKIT3 Right section Spec Kit #3 – (6) sets of universal type tray slides Only 9 tray slides on each side. Permanently attached, not removable.
1 each 5" Castors, set of 4, standard

3-4

1 each Correctional Package, for two-section reach-in Heated cabinets includes hasp(s) only.

INSTALLATION IS TO BE INCLUDED IN THE COST OF THE EQUIPMENT

CJ

NOT AVAILABLE

~~2A. 1 Each Extended One Year Parts and Labor Warranty $________ $________~~

Total: $ 6397.32

3. **1 Each** Reach-In Refrigerator, 2 sections $ 7606.86 $ 7606.86

CS

CORRECT MODEL # STR2R-2S IS WHAT WE QUOTED,

True Model No. ATR2R-2S Packed:
SPEC SERIES Refrigerator, Reach-in,
Two-section, stainless steel front and sides,
(2)stainless steel doors with locks, cam-lift
Hinges, digital temperature control, stainless
Steel interior (2) interior kits, LED interior lights,
5" castors, 1/2HP, 115v/60/1, 9.1 amps, 9' cord,
NEMA 5-15P, cUL, NSF, Energy Star, Made in USA,
or Approved Equal.

1 each Warranty – 3 year parts and labor.
1 each Warranty – 5 year compressor (self contained only)
1 each Left door hinged left, right door hinged right standard.
SPECKIT3 Left section Spec Kit #3 – (6) sets of universal type tray slides. Only 9 tray slides per side. Permanently attached, not removable.
1 each SPECKIT3 Right section Spec Kit #3 – (6) sets of universal type tray slides. Only 9 tray slides per side. Permanently attached, not removable.
1 each Correctional Package, for two-section reach-in refrigerators and freezers, includes locking hasp(s) only.
1 each Price to include longer cord and plug than what is provided by manufacturer to allow room for the unit to be moved away from the wall for cleaning purposes.

INSTALLATION IS TO BE INCLUDED IN THE COST OF THE EQUIPMENT.

CS

NOT AVAILABLE

~~3A. 1 Each Extended One Year Parts and Labor Warranty $________ $________~~

Total: $ 7606.86

4. **2 Each** Hot/Cold Serving Counters $ 31630.76 $ 31630.76
Low Model No. Custom Packed: each

15,315.38

Work table approx.. 15' x 24" x 36" high.
14 guage stainless steel top with galvanized
Underbracing on top; stainless steel apron
on front/side; rear open; 1 5/85' O.DF. 16 ga
stainless steel legs; 16 ga stainless steel
undershelf notched and welded to legs. Low Temp
QSCHPF-3 Quick Switch with three individually
controlled, energy efficient hot/cold wells.
Hot/Cold/Freeze – two (2)-Slimline Style, 6" Swivel Castors,
(non-marking). Castors are to be on each leg of Hot/Cold
Serving Counter or Approved Equal.

INSTALLATION IS TO BE INCLUDED IN THE COST OF THE EQUIPMENT.

CS

NOT AVAILABLE

~~4A.~~	~~2 Each~~	~~Extended One Year Parts and Labor Warranty~~	~~$~~	~~$~~
		Total:		$ 31630.76

5.	1 Each	Conveyor Custom Model No. Conveyor Packed: each Conveyor – Tray Make-up or Approved Equal.	$ 20619.42	$ 20619.42

CS INCLUDES ALL ITEMS PER SPEC GIVEN AT PRE-MANDATORY MEETING

INSTALLATION IS TO BE INCLUDED IN THE COST OF THE EQUIPMENT.

CS

NOT AVAILABLE

~~5A.~~	~~1 Each~~	~~Extended One Year Parts and Labor Warranty~~	~~$~~	~~$~~
		Total:		$ 20619.42

ALL EQUIPMENT THAT IS BEING REPLACED WILL BE USED AS A TRADE IN AND BE DISPOSED OF BY SUCCESSFUL VENDOR.

CS OUR PRICE INCLUDES REMOVAL AND DISPOSAL OF EXISTING EQUIPMENT.

CS OUR PRICE INCLUDES STANDARD MANUFACTURER'S WARRANTIES ONLY.

VENDORS HAVING A PLACE OF BUSINESS WITHIN THE LEGAL BOUNDARIES OF MONTGOMERY COUNTY SHALL BE GIVEN A 3% PREFERENCE OVER VENDORS LOCATED OUTSIDE OF MONTGOMERY COUNTY LEGAL BOUNDARIES.

1. BID NO. 52200-14B-002 MUST APPEAR ON THE OUTSIDE OF THE BID ENVELOPE.

2. NO ORAL, TELEPHONIC, FACSIMILE PROPOSALS, MODIFICATIONS, OR ALTERNATE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS, OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.

3. THREE (3) "NO RESPONSES" TO INVITATION TO BID WILL BE REASON FOR DELETION OF FIRM'S NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRM'S NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.

4. ALL PRICING SHALL BE F.O.B., MONTGOMERY, ALABAMA.

5. BID BOND SHALL BE ATTACHED TO THE BID FORM WHEN SUBMITTED TO THE PURCHASING OFFICE.

6. THE SUCCESSFUL BIDDER AWARDED THE CONTRACT/PURCHASE ORDER SHALL PROVIDE DOCUMENTATION TO MONTGOMERY COUNTY COMMISSION DEMONSTRATING THAT IT IS ENROLLED IN THE E-VERIFY PROGRAM. MEMORANDUM OF UNDERSTANDING WILL NEED TO BE PROVIDED BEFORE A CONTRACT/PURCHASE ORDER IS ISSUED.
VERIFICATION FOR ISSUANCE OF PUBLIC BENEFITS WILL ALSO BE REQUESTED.

7. SEE ATTACHED BID PROTEST PROCEDURE.

8. 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 PRECENDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNONT AGREE ON A MUTUAL RESLOUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND VENDOR.

Hawk, Inc

Company

PO Box 241247

Mailing Address

Montgomery, AL 36124

City State Zip

Charlotte Strickland

Official Signature

Charlotte Strickland

Official Name (Type/Print

Sales Associate

Title

Quote F.O.B. Destination

Terms of Payment: Net 10 Days

Delivery Date: Approx. 45 days from date of receipt of PO

Company Phone No.: 334-271-1150

Fax No.: 334-271-4294

FEDERAL I.D. # 63-0756261

E-MAIL ADDRESS: charlottestrickland@hawkinc.com

All interested vendors are to verify voltages, utilities, dimensions, clearances, etc., prior to bidding as no change orders will be given. It will be at the expense of the awarded vendor to make the equipment work with the existing utilities and/or make the appropriate changes to make the equipment work.

MONTGOMERY COUNTY COMMISSION RESPONSIBILITY

1. Disconnect equipment to be replaced where utilities may be reused. CS
   (See exception below). DELETED PER CONVERSATION
2. Coordinate delivery with successful vendor. AT PRE-MANDATORY JOBSITE MEETING
3. ~~Provide new utilities (material and labor) within 5' of new equipment where amps have Changed due to new equipment amp loads.~~
4. Renovate building structure if needed (floors, walls, paint, sheetrock, plaster, etc., - Material and labor) Coordinate with successful vendor the schedule of redelivery and install.
5. Coordinate menu changes when equipment is being changed out.

VENDOR RESPONSIBILITY

1. Coordinate date and time of delivery.
2. Provide sufficient labor to deliver the equipment as labor will not be provided by the institution.
3. Deliver equipment, uncrate, set in place, level, and make connections to make equipment a complete operating system.
4. Haul away all trash – DO NOT PLACE IN DUMPSTER.
5. Coordinate a demonstration by the rep of the manufacturer.
6. ~~Provide extended warranties as specified.~~ NOT AVAILABLE CS
7. Stage all equipment and deliver all equipment for each location at one time.
8. MODIFY UTILITIES AS NEEDED TO MAKE UTILITY CONNECTIONS OF ALL EQUIPMENT. VENDOR SHALL VERIFY PRIOR TO BIDDING AND INCLUDE ALL MODIFICATIONS IN BID PRICE.
9. Successful Vendor will be responsible for hauling away equipment that is being replaced.

A MANDATORY PRE-BID JOBSITE INSPECTION WILL BE HELD ON February 7, 2014 at 10:00 CST AT THE MAC SIM BUTLER DETENTION FACILITY LOCATED AT 225 S. MCDONOUGH ST. ALL VENDORS ARE TO ENTER THROUGH THE FRONT ENTRANCE TO REVIEW ALL EQUIPMENT ON THE BID. ALL BIDDERS ARE REQUIRED AT THIS MEETING, OTHERWISE THEIR BID WILL NOT BE CONSIDERED.

Bid Protest Procedure
Montgomery County Commission

1. A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

2. Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest of the bid and/or request for proposal process.

3. The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator /Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with 41-16-31 of the Code of Alabama.

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

February 5, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer George C. Speake 2/5/14

SUBJECT: Approval of Preliminary Engineering (PE) Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between Volkert, Inc. and Montgomery County, for Preliminary Engineering (PE) on the project referenced above. The cost of this work is 80% MPO Federal Funds with a 20% match to be split between the City and the County.

GCS/jmk

Attachments

cc: File

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this _____day of _______________, 2014 by and between the **County of Montgomery**, **Alabama** hereafter referred to as the OWNER, and **Volkert, Inc.**, hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER as follows:

The CONSULTANT will provide survey, environmental, geotech, traffic signals, and roadway design services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway, in Montgomery County as detailed in the proposal attached hereto as Exhibit "A". CONSULTANT will provide these design services in accordance with ALDOT and ATRIP program requirements.

The CONSULTANT shall provide these bridge design services in accordance with the terms of the agreement between the CONSULTANT and the State of Alabama Department of Transportation dated June 22, 2012, attached hereto as Exhibit "B".

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

4-2

B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.

C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.

D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.

E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.

F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.

G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.

B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT as compensation for its services as specified below, plus reimbursable expenses.
OWNER shall pay CONSULTANT a lump sum amount of **Two Hundred Ninety-Four Thousand Seven Hundred Eighty Seven Dollars and no/100 ($294,787.00)** for the satisfactory completion of the scope of work for the Vaughn Road Resurfacing as defined in Exhibit "A".

A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.

C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.

D. Reimbursable expenses are defined as follows:

    Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.

E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: ***Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.***

SECTION III – MISCELLANEOUS

A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.

B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.

D. Indemnification: To the fullest extent permitted by law, and up to the limits of the exclusivity of remedies provision, *supra*, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder. In any matters involving allegations of negligent performance of professional services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

E. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

TYPE OF COVERAGE	LIMITS
I. Worker Compensation Employer Liability	State – Statutory $500,000 per accident $500,000 disease/each accident $500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	$1,000,000 per person bodily injury $1,000,000 per occurrence bodily injury $1,000,000 property damage $2,000,000 policy aggregate
III. Automobile Liability	$1,000,000 combined single limit
IV. Professional Liability	$2,000,000

F. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of eighteen (18) months from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

H. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement. Any litigation as described above shall be brought in the Circuit Court of Montgomery County, Alabama.

J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

K. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.

L. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

M. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:	**MONTGOMERY COUNTY**
County Administrator	Elton N. Dean, Sr. Chairman, Montgomery County Commission

ATTEST:	**VOLKERT, INC.**
Name: Cornelia Sanders	Name: Michael B. Harper, P. E.
Title: Project Manager	Title: Vice President

Haskell | Slaughter
attorneys at law

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

MEMORANDUM
February 11, 2014

TO: Donnie Mims
FROM: Tommy Gallion

RE: Preliminary Engineering Agreement with Volkert, Inc. re Resurfacing Vaughn Rd. from SR-271 (Taylor Rd.) to SR-110 (Chantilly Parkway)

I have reviewed your email and memorandum of February 7, 2014 and the Preliminary Engineering Agreement regarding the resurfacing of Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway) between Volkert, Inc. and Montgomery County Commission.

We need to insert the following in Paragraph I:

"Any litigation as described above shall be brought in the Circuit Court of Montgomery County, Alabama."

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

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: January 30, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager Terri A. Henderson 01/30/2014

SUBJECT: **Proposed Renewal of External Audit Services Agreement**

This memo is submitted to respectfully request that consideration be given toward approving the proposed renewal of the External Audit Services Agreement between the Montgomery County Commission and Rivertree Systems, Inc. The proposed renewal Agreement is attached for your review and would be effective for a new three (3) year term commencing on April 1, 2014 through March 31, 2017. The existing Agreement is set to expire on March 31, 2014. A copy of the existing Agreement as revised and effected on September 10, 2012 is also attached along with a copy of the original Agreement that was effective April 1, 2011. I will also send the proposed renewal Agreement to you today via email in WORD document format.

I would respectfully request that you please review and discuss the proposed renewal Agreement with Haskell Slaughter Young & Gallion, LLC. After which, I would appreciate your assistance in having this item placed on the agenda for discussion at the next Montgomery County Commission meeting, or as soon as possible thereafter. Thank you in advance for your consideration and assistance with this matter to ensure this renewal can be considered in a timely manner ahead of the expiration date of the existing agreement.

tah/attachments

STATE OF ALABAMA }

COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the __ day of ________ 2014 by and between the Montgomery County Commission ("COUNTY"), hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

5-2

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:

a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.

b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.

c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.

d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

5-3

e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").

f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.

g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.

h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.

i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.

j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars ($75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3 **Representations and Warranties.** RIVERTREE represents and warrants as follows:

a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.

b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREEE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.

d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4 **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole

5-5

discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements

5-6

of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **<u>Confidentiality of Tax Information.</u>** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **<u>Independent Contractor.</u>** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **<u>Term.</u>** This Agreement shall be effective as of the date set forth in the preamble hereto and shall continue in effect through March 31, 2017 unless terminated as herein provided. Pursuant of the Code of Alabama (1975) §40-2A- 1 2, this Agreement shall not be

5-7

renewed or extended beyond such three (3) year term; provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work

performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. 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 Commission and RIVERTREE.

5-9

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: ______________________________

Title:__________________________

RIVERTREE SYSTEMS, INC.

____

PRESIDENT

5-10

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the 10th day of September 2012 by and between the Montgomery County Commission ("COUNTY"), hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**"). This Agreement shall supersede and take the place of the Agreement between the above parties dated March 28, 2011 attached hereto.

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

5-11

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:

a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.

b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.

c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.

d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

5-12

e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").

f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.

g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.

h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.

i) Pursuant to the Code of Alabama (1975) §40-2A-13(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.

j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars ($75.00) per hour.**

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

5-13

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3. **Representations and Warranties.** RIVERTREE represents and warrants as follows:

a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.

b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREEE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.

d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion,

5-14

determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements

of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble hereto and shall continue in effect through March 31, 2014 unless terminated as herein provided. Pursuant of the Code of Alabama (1975) §40-2A- 1 2, this Agreement shall not be

renewed or extended beyond such three (3) year term; provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work

5-17

performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. 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 RIVERTREE.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr.

Title: Chairman

RIVERTREE SYSTEMS, INC.

By: James M Thomas

Title: President

5-19

Montgomery County Commission

A County Older Than The State

Established 1816
Montgomery, Alabama

Resolution

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants which has a network of 15,000 members in 100 chapters in the United States and around the world and approximately 360 active members representing state, federal, county, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, Alabama AGA Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2014 as:

CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH
In Montgomery County, Alabama

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this the 10th day of March, 2014.

6-1

Catoma Volunteer Fire Protection Authority
50 Booth Road Montgomery, Alabama 36108
334-834-9000

February 4, 2014

Donald Mims
County Administrator
Montgomery County Commission

Dear Mr. Mims:

The Catoma Volunteer Fire Protection Authority held an election on February 4, 2014 to elect and re-elect board members. The positions and board members are attached.

Sincerely,

Spencer Searight, President
Catoma Volunteer Fire Protection Authority Board of Trustees

7-1

Catoma Volunteer Fire Protection Authority

Spencer Searight, President (Term expires 3/1/2015)
4621 Old Selma Road
Montgomery, AL 36108
Home: 240-8400

Tabria Griffin, Secretary (Term expires 3/1/2015)
217 Garway Drive
Montgomery, AL 36108

Frances Wood, Member at Large #1 (Term expires 3/1/2015)
1120 Cantelou Road
Montgomery, AL 36108

Xavier Stiles, Member at Large #2 (Term expires 3/1/2016)
141 Cillie Lane
Montgomery, AL 36108

Richard Thompson, Vice-President (Term expires 3/1/2016)
1148 Jones Drive
Montgomery, AL 36108

Amanda Marshall, Treasurer (Term expires 3/1/2016)
54 Nora Lane
Montgomery, AL 36108

Robert Brooks, Fire Chief (Continuous)
1415 Cantelou Road
Montgomery, AL 36108
Home: 265-8296

Catoma Volunteer Fire Protection Authority

Updated 6/2012

Officers:	**Term Expires:**
Spence Searight, President 145 Sunset Ridge Montgomery, AL 36108 Home: 240-8400	3/1/2013
Christopher Taylor, Vice President 206 Sharon Lane Montgomery, Alabama 36108	3/1/2014
Summer Vaughn, Secretary 402 Daphne Lane Montgomery, AL 36108	3/1/2013
Amanda Marshall, Treasurer 57 Nora Lane Montgomery, AL 36108 Home: 264-2556	3/1/2014
Members:	
Frances Wood, Member at Large #1 1120 Cantelou Road Montgomery, AL 36108	3/1/2013
Johnny Taylor, Member at Large #2 5602 Old Selma Road Montgomery, Alabama 36108 Cell: (334) 799-7979	3/1/2014
Bobby Brooks, Chief 1415 Cantelou Road Montgomery, AL 36108 Home: 265-8296 Pager: 571-9237	

Term: 2 Years
(President, Secretary & Member at Large Place #1 - elected in odd numbered years)
(Vice President, Treasurer & Member at Large Place #2 - elected in even numbered years)
(Chief – Continuous Term)

Alabama Alcoholic Beverage Control Board
Enforcement Division
2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 04, 2014

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Enforcement Division – License Section

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses.

In order for this program to be set up for fiscal year 2014-2015, the **attached form must be completed** listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

Type	**Maximum County Fee**
Retail Beer (On or Off Premises)	$75.00
Retail Beer (Off Premises Only)	$75.00
Retail Table Wine (On or Off Premises)	$75.00
Retail Table Wine (Off Premises Only)	$75.00
Wholesale Beer Only	$275.00
Wholesale Table Wine Only	$275.00
Wholesale Table Wine and Beer	$375.00
Additional Warehouse Wine or Beer or Both	$100.00
Importer	$250.00
Brewpub	$500.00

Please supply us with this information no later than **April 11, 2014**. This form must be signed by an authorized county official. Please return your completed document to Summer.Childers@abc.alabama.gov or mail to the address above.

Received by: ______________________________

County: ______________________________

8-1

COUNTY (51) **MONTGOMERY 2014 - 2015**

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	$ 50.00	$300.00			
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	$ 50.00	$300.00			
020 - RESTAURANT RETAIL LIQUOR	$ 50.00	$300.00			
031 - CLUB LIQUOR - CLASS I	$ 50.00	$300.00			
032 - CLUB LIQUOR - CLASS II	$ 50.00	$750.00			
** 040 - RETAIL BEER - (ON OR OFF PREMISES)	$ 50.00	$150.00			
** 050 - RETAIL BEER (OFF PREMISES ONLY)	$ 50.00	$150.00			
** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	$ 50.00	$150.00			
** 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$ 50.00	$150.00			
080 - LIQUOR WHOLESALE	$ 50.00	$500.00			
** 090 - WHOLESALE BEER ONLY	$ 50.00	$550.00			
** 100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	$ 50.00	$550.00			
** 110 - WHOLESALE TABLE WINE & BEER COMBINED	$ 50.00	$750.00			
120 - WAREHOUSE LICENSE	$ 50.00	$200.00			
** 130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	$ 50.00	$200.00			
140 - SPECIAL EVENTS RETAIL	$ 50.00	$150.00			
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$ 50.00	$100.00			
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	$ 50.00	$250.00			
170 - RETAIL COMMON CARRIER	$ 50.00	$150.00			
200 - MANUFACTURER	$ 50.00	$500.00			
** 210 - IMPORTER	$ 50.00	$500.00			
** 220 - BREWPUB	$ 50.00	$1,000.00			
230 - INTERNATIONAL MOTOR SPEEDWAY	$ 50.00	$300.00			
240 - NON-PROFIT - TAX EXEMPT		$0.00	N/A	N/A	N/A

* A $50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED:______________________________ ______________ ______________

Authorized County Official Title Date

8-2

COUNTY (51) MONTGOMERY 2013 - 2014

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	$ 50.00	300.00	300.00	600.00	650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	50.00	300.00	300.00	600.00	650.00
020 - RESTAURANT RETAIL LIQUOR	50.00	300.00	300.00	600.00	650.00
031 - CLUB LIQUOR - CLASS I	50.00	300.00	500.00	800.00	850.00
032 - CLUB LIQUOR - CLASS II	50.00	750.00	750.00	1,500.00	1,550.00
** 040 - RETAIL BEER - (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
** 050 - RETAIL BEER (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
** 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
080 - LIQUOR WHOLESALE	50.00	500.00	500.00	1,000.00	1,050.00
** 090 - WHOLESALE BEER ONLY	50.00	550.00	275.00	825.00	875.00
** 100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	50.00	550.00	275.00	825.00	875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	50.00	750.00	375.00	1,125.00	1,175.00
120 - WAREHOUSE LICENSE	50.00	200.00	200.00	400.00	450.00
** 130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	50.00	200.00	100.00	300.00	350.00
140 - SPECIAL EVENTS RETAIL	50.00	150.00	150.00	N/A	350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	50.00	100.00	100.00	N/A	250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	50.00	250.00	250.00	500.00	550.00
170 - RETAIL COMMON CARRIER	50.00	150.00	150.00	300.00	350.00
200 - MANUFACTURER	50.00	500.00	500.00	1,000.00	1,050.00
** 210 - IMPORTER	50.00	500.00	250.00	750.00	800.00
** 220 - BREWPUB	50.00	1,000.00	500.00	1,500.00	1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	50.00	300.00	300.00	600.00	650.00
240 - NON-PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A

* A $50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: Elton N. Dean, Sr. ____________ 3/11/13

Authorized County Official — Title — Date

8-3

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

February 7, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall Montgomery County Sheriff's Office
SUBJECT	:	Position Fill Request for Montgomery County Sheriff's Office

I am attaching copies of three Position Fill Requests that have been forwarded to Ms. Shirley Bazzell in Finance. These position fill requests were created by the retirement of Sergeant Terrence Crawford on February 1, 2014. His retirement will open positions for Sergeant, Corporal, and Deputy Sheriff.

I need to make the promotion to Sergeant and Corporal as soon as possible. I also need to fill the position of Deputy Sheriff as soon as possible in order that the applicant will be able to attend the Police Academy in March.

I am requesting that these Position Fill Requests be presented to the County Commission for their approval.

DTM/tb

POST OFFICE BOX 4219 ☆ MONTGOMERY, ALABAMA 36103-4219 ☆ MONTGOMERY COUNTY ALABAMA

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff, Corporal

Position Number ____________________

Proposed Effective Date February 17, 2014

Type of Appointment (X) Permanent ( ) Temporary

Recruiting

(X) Promotional Register ( ) Transfer

( ) Open Competitive Register ( ) Reemployment

Pay Grade Pay Grade PS2 $33,648 - $47,9700

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 mut

Department Head Date February 3, 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 ________

9-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham

1. Position Title Deputy Sheriff, Sergeant

   Position Number 129

   Proposed Effective Date February 17, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting

   (X) Promotional Register ( ) Transfer

   ( ) Open Competitive Register ( ) Reemployment

   Pay Grade Pay Grade PS3 $40,962 - $58,309

   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 January 30, 2014

   Department Head mwCL

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 ________

9-3

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff

   Position Number ____________

   Proposed Effective Date February 17, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting
   ( ) Promotional Register ( ) Transfer
   (X) Open Competitive Register ( ) Reemployment

   Pay Grade Deputy Sheriff Trainee - $30,590 Grade PST
   Deputy Sheriff - $31,709 - $45,139 Grade PS1

D T Marshall
mwoo
Department Head Date February 3, 2014

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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 ________

9-4

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham

1. Position Title: Deputy Sheriff, Corporal

   Position Number: 33

   Proposed Effective Date: February 17, 2014

   Type of Appointment: (X) Permanent ( ) Temporary

   Recruiting
   - (X) Promotional Register
   - ( ) Open Competitive Register
   - ( ) Transfer
   - ( ) Reemployment

   Pay Grade: Pay Grade PS2 $33,648 - $47,9700
   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 mca
Department Head — Date: January 30, 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 ________

10-1

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff

Position Number ____________

Proposed Effective Date February 17, 2014

Type of Appointment (X) Permanent ( ) Temporary

Recruiting
( ) Promotional Register ( ) Transfer
(X) Open Competitive Register ( ) Reemployment

Pay Grade Deputy Sheriff Trainee - $30,590 Grade PST
Deputy Sheriff - $31,709 - $45,139 Grade PS1

D T Marshall
Department Head mWD Date February 3, 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 ______

10-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer/Corrections Officer Trainee

   Position Number 052

   Proposed Effective Date February 18, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting
   ( ) Promotional Register ( ) Transfer
   (X) Open Competitive Register ( ) Reemployment

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

D T Marshall fa
Department Head

Date February 7, 2014

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

3. Certification
   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

____
Personnel Director

Date ________ FINANCE FEB 7'14 15:20

4. Selectee: ______________________________

____
Appointing Authority

Date ________

5. ( ) Manpower data entered by ______________________________ Date ________
   ( ) Payroll entered by ______________________________ Date ________

11-1

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer/Corrections Officer Trainee

   Position Number 182

   Proposed Effective Date February 18, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting
   ( ) Promotional Register ( ) Transfer
   (X) Open Competitive Register ( ) Reemployment

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

D T Marshall la
Department Head Date February 7, 2014

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

3. Certification
   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

________________________ Date ________
Personnel Director

FINANCE FEB 7'14 15:20

4. Selectee: ________________________

________________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ________________ Date ________
   ( ) Payroll entered by ________________ Date ________

11-2

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

January 30, 2014

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request to Fill Staff Vacancy for 1 Community Corrections Officer

Dear Mr. Mims:

Please find attached a Position Fill Request to fill a position vacated by the resignation of Community Corrections Officer, Edgar Wilson. With the consent of MCCPCA Board Chair, Frank Brown, I am requesting to brief the Commission on the need to fill the vacancy created by this resignation.

This requested position is deemed critical to maintain operational efficiency in the Jail and Prison Diversion Caseloads and to maintain a Staff to offender ratio that allows for Case Managers to adequately meet the Alabama Department of Corrections minimum standards and to safeguard public safety. Community Corrections Officers perform a law enforcement related function and this particular vacancy was a position that was also a certified APOST (Peace Officer). The requested position is necessary for the Community Corrections Department to meet the requisite objectives in our current FY13-14, contract for services between the MCCPCA Board and the Alabama Department of Corrections – Division of Community Corrections. The Community Corrections Department is expected to receive in excess of $320,000 reimbursement from the State of Alabama Department of Corrections for the offender supervision services provided by this position and up to three other specifically designated Community Corrections Officers.

Respectfully submitted,

Paul H. Brown

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

12-1

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Donald L. Mims**

1. POSITION TITLE: **Community Corrections Officer**

POSITION NUMBER: **300359014**

PROPOSED EFFECTIVE DATE: **March 31, 2014**

TYPE OF APPOINTMENT **(XX) Permanent** () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(XX) OPEN COMPETITIVE REGISTEF () REEMPLOYMENT

PAY GRADE: **A06**-SI **$34,563 - $49,201**

Department Head 1/30/2014
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 ________

12-2

Memo

To: Donnie Mims

From: Lou Ialacci

CC: Chairman Dean, Mayor Strange (w/out attachments)

Date: February 7, 2014

Re: Information Technology Job Description Class and Pay Study

---

On August 19, 2013, the County Commission approved a review of the Information Technology (IT) group job descriptions and titles. The purpose was to uniformly align the job descriptions and facilitate the City and County in recruiting the most qualified people with current technical skills. The review has been completed through a joint effort by the City and County departments. The net result is fewer job classes and much more realistic and consistent job responsibilities.

Attached is a memo explaining the recommended new classifications and the old ones that will be replaced. Also attached are a summary spreadsheet of the classes reviewed, and copies of the new job descriptions. The review resulted in standardized job descriptions with a unique job number for the City and the County.

The annual cost to adjust the classes is approximately $18,000. The County IT department currently has two budgeted positions vacant due to our inability to attract the skilled people we need. These vacancies will more than cover the current year budget increase.

This update to the classes will provide the County (and the City) with the ability to attract the people we need as the technology field continues to expand and change at a rapid pace.

I am requesting this item be placed on the work session agenda for discussion at the February 18, 2014 meeting.

Thank you. I appreciate the Commission's support. .

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

Re: Information Technology Reorganization/Reclassification

Due to the reorganization and restructuring of the Information Technology Departments, I respectfully request your consideration and approval of the following changes to our job descriptions and classifications.

*

1.) Request from Lou Ialacci, Chief Information Technology Officer, to establish the following new classifications: IT Manager Systems (CO274) at pay grade A12 ($65,952 - $93,884); IT Specialist Systems (applications) (CO273) at pay grade A11 ($59,179 - $84,242); IT Engineer Systems (CO272) at pay grade A9 ($48,225 - $68,650); IT Technician Systems (CO271) at pay grade A7 ($38,734 - $55,138). IT Manager Network/Infrastructure (CO274) at pay grade A12 ($65,952 - $93,884); IT Specialist Network/Infrastructure (CO273) at pay grade A11 ($59,179 - $84,242); IT Engineer Network/Infrastructure (CO272) at pay grade A9 ($48,225 - $68,650); and IT Technician Network/Infrastructure (CO271) at pay grade A7 ($38,734 - $55,138).

2.) Request from Lou Ialacci, Chief Information Technology Officer, to abolish the following classifications: Computer Operator I (CO 0133); Network Engineer I (CO 0160); Network Engineer II (CO 0161); Network Engineer III (CO 0162); Systems Support Manager (CO 0149); Applications programmer (CO 0140); Software Systems Developer (CO 0167); Software Systems Specialist (CO 0168); Software Systems Manager (CO 0153); and Technical Support Specialist (CO 0148).

3.) Request from Lou Ialacci, Chief Information Technology Officer, to reclassify the following employees, effective the first full pay period following approval: Rodney Smith – Software Systems Manager to IT Manager Systems; Larry Kennedy – Systems Support Manager to IT Manager Network/Infrastructure; Chad Nunn – Software Systems Specialist to IT Engineer Systems; Pat Richards – Software Systems

13-2

Developer to IT Engineer Systems; Michael Nummy – Technical Support Specialist to IT Engineer Network/Infrastructure; Alfred Jones - Technical Support Specialist to IT Engineer Network/Infrastructure; Robert Phaturos – Network Engineer I to IT Technician Network/Infrastructure; and ShaKenda Darrington - Network Engineer I to IT Technician Network/Infrastructure.

4.) The following classifications are to be abolished once the position is vacated by the current incumbent: Computer Operations Manager (CO 0156) [current incumbent – Rose Pyron]; and Operations Specialist (CO 0159) [current incumbent – Jeff Oswalt]

End of Memo

CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

January 28, 2014

MEMORANDUM

TO: Lou Ialacci
Chief Information Technology Officer

FROM: Robbie Estes (2278)
Personnel Analyst

RE: City/County Information Technology Class and Pay Study

Per a request on March 25, 2013, the Personnel Department has developed new job classes designed to realign and streamline several city and county IT jobs and recommends new pay grades assigned to each new job class. We propose the following series of Information Technology job classes that will be used for both city and county IT departments:

1) IT Technician CI401; CO271
2) IT Engineer CI402; CO272
3) IT Specialist CI403; CO273
4) IT Manager CI405; CO274

Each job class in the series will have one job description with minimum qualifications separating the applicants into three functional IT areas when hiring for the positions. We propose the following three functional areas:

1) Systems (applications)
2) Network/Infrastructure
3) Telecommunications.

As part of the study, the Personnel Department conducted pay evaluations for each job class using the Job Evaluation System to better reflect the external market while maintaining internal equity. We recommend the following pay grades:

IT Technician	A07
IT Engineer	A09
IT Specialist	A11
IT Manager	A12

CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT

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

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

In conjunction with the recommended classification structured, the Personnel department recommends the following job classes be abolished:

Job Class	Class Code
Computer Operator I	CI 330/CO 0133
Computer Operator II	CI 340
Programmer Trainee	CI 360
Network Engineer I	CI 362/CO 0160
Network Engineer II	CI 363/CO 0161
Network Engineer III	CI 364/CO 0162
Systems Support Manager	CI 389/CO 0149
User Support Analyst	CI 352
Programmer Analyst I	CI 370
Programmer Analyst II	CI 377
Programmer Analyst III	CI 380
Telecommunications Technician	CI 972
Telecommunications Systems Technician	CI 970
Telecommunications Supervisor	CI 960
Applications Programmer	CO 0140
Software Systems Developer	CO 0167
Software Systems Specialist	CO 0168
Software Systems Manager	CO 0153
Technical Support Specialist	CO 0148

If approved, the employees in existing job classes will be reassigned into the appropriate new class based on their current job duties. If promotions are to be determined, the promotional position will be opened up to allow qualified employees to compete for positions. A chart of all changes to classifications and pay grades as well as revised organizational chart and copies of all revised classifications has been attached for your review.

If you are in agreement with our recommendations, please sign the enclosed job descriptions for the proposed classifications. We ask that you coordinate the effort to obtain the Mayor's and County Commission's approval and have these personnel actions placed on the Personnel Board agendas. After approval is received, if you would like to move forward with filling any vacant positions, we can begin the announcement process. Thank you for allowing us to assist you with your personnel needs.

City/County IT Proposed Job Classification Series and Pay Grades

Current Classes	Current PG	Proposed IT Class	Functional Areas	Proposed PG	Proposed MQs
NE I, User Support Analyst	6,5	**IT Technician**	***NW/Infrastructure***	7	AS or 2 yrs exp.
PA I	6		***Systems***		
Telecomm Technician	6		***Telecomm***		
NE II	7,8	**IT Engineer**	***NW/Infrastructure***	9	AS and 3 yrs exp
PA II, SWSys Developer	8,8		***Systems***		
Telecomm Sys Technician	8		***Telecomm***		
NE III, Tech Spt Specialist	9,10	**IT Specialist**	***NW/Infrastructure***	11	BS and 4 yrs exp
SWSys Specialist, PA III, System Specialist	9,9,10		***Systems***		
	NA		***Telecomm***		
Sys Spt Manager	10	**IT Manager**	***NW/Infrastructure***	12	BS and 6 yrs exp
SWSys Manager	10		***Systems***		
Telecomm Supervisor	11		***Telecomm***		
IT Director City	15	No Change	unfilled		
IT Asst. Director City	13	No Change	unfilled		
IS Director County	14	No Change	unfilled		
CO Specialist	8	No Change	attrition job		
CO Manager	10	No Change	attrition job		
PG=Pay Grade	MQs=Minimum Qualifications		Experience subs for education on all IT jobs per SMEs		

13-6

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

Re: Information Technology Reorganization/Reclassification

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End of Memo

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

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15-1

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End of Memo

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

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16-1

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End of Memo

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 2/12/14

Re: Request to fill position number 750016037 (Customer Service Clerk)

The Montgomery county Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position was recently vacated and is currently in our budget.

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

17-1

ORIGINAL

POSITION FILL REQUEST

COMPLETE ACTION DATES
1.__dept request
2.__admin review
3.__pers dept
4.__cert to admin
5.__dept selection
6.__final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

1. **POSITION TITLE:** CSC
   POSITION NUMBER: 750016037
   PROPOSED EFFECTIVE DATE: 3 March 2014
   TYPE OF APPOINTMENT: x PERMANENT __TEMPORARY
   RECRUITING:
   __Promotional Transfer __Transfer
   x Open Competitive Register __Reemployment
   PAY GRADE: A03 - 51

   Steven L. Reed
   APPOINTING AUTHORITY

   2/12/14
   Date

2. **ADMINISTRATIVE REVIEW**
   __APPROVED
   __DISAPPROVED

   ____
   FUNDING AUTHORITY **Date**

3. **CERTIFICATION**
   Promotional ________Candidates
   Open-Competitive ________Candidates
   Transfer ________Candidates

   ____
   PERSONNEL DIRECTOR **Date**

4. **SELECTEE:** ______________________

   ____
   APPOINTING AUTHORITY **Date**

5. _____ Manpower data entered by ______ **Date**

   _____ Payroll entered by ______ **Date**

17-2

City of Montgomery
103 North Perry
Montgomery, Alabama 36104

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
0000624	MONTG COUNTY COMMISSION	02/07/14	00558519

INVOICE NO.	DATE	PO NUMBER	CUSTOMER ACCOUNT NUMBER	NET AMOUNT
DTD 10/02/13	10/02/13		60% DAS LAND	540,000.00
			TOTAL	**540,000.00

THIS DOCUMENT HAS A PRISMATIC PANTOGRAPH MICROPRINTING AND AN ARTIFICIAL WATERMARK

City of Montgomery
103 North Perry
Montgomery, Alabama 36104

COMPASS BANK
MONTGOMERY, AL

CHECK NUMBER 00558519
DATE 02/07/14
$ **540,000.00

PAY FIVE Hundred FORTY Thousand Dollars and ZERO Cents

VOID AFTER 90 DAYS FROM DATE OF ISSUE

TO THE ORDER OF
MONTG COUNTY COMMISSION
P O BOX 1667
MONTGOMERY, AL 36102-1667

Barry E. Crabb

⑈558519⑈ ⑆062001186⑆ 872 2840 1⑈

See Reverse Side For Easy Opening Instructions

City of Montgomery
103 North Perry
Montgomery, Alabama 36104

Land sale

01-40000. 47315

MONTG COUNTY COMMISSION
P O BOX 1667
MONTGOMERY, AL 36102-1667

FINANCE FEB1014 1812

18-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

FINANCE FEB18'14 10:12

October 2, 2013

Mayor Todd Strange
City Hall
City of Montgomery
P.O. Box 1111
Montgomery, Alabama 36101-1111

RE: Invoice for DAS North America, Inc., Project

Dear Mayor Strange:

Attached are two schedules of estimated incentives for the DAS North America, Inc., Project that was provided by Ellen McNair with the Chamber of Commerce.

The Commission has requested that I invoice the City for incentives that have been provided by the County.. At this time, the County has deeded 30 acres to DAS at a per acre value of $30,000, for a total value of $900,000. The City and the County agreed to provide the incentives on a 60/40 split.

According to the incentive schedules, the City owes the County $540,000 for the land. Please consider this letter an invoice and issue payment within the next 45 days.

Should you have any questions, please contact me at 850-9131.

Sincerely,

D L Mims

Donald L. Mims
Administrator

DLM/tn

4191063-73901

18-2

UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
FEBRUARY, MARCH AND APRIL 2014

Agenda: February 18, 2014

Contract No.	Item	Dept.	Vendor	Expiration Date
FEBRUARY, 2014				
52110-12B-002 (Renewable)	Install/Stripping of Vehicles	Sheriff's Office	Emergency Light/Haynes	Feb. 28, 2014
51901-12B-032 (Renewable)	Toner Cartridges	All Departments	Rasix Computer Center	Feb. 28, 2014
51901-10C-034 (Bid)	Preventive Maintenance	Detention Facility	Johnson Controls	Feb. 28, 2014
51901-12B-001 (Renewable)	Custodial Services	Com. Corr. & CareHere	America Family Service	Feb. 28, 2014
MARCH, 2014				
52110-13B-006 (Bid)	Inmate Food Service	Detention	CMB Management	March 31, 2014
52110-13B-003 (Renewable)	Transmission Service	All Departments	Ala. Precision Trans	March 31, 2014
52602-11B-004 (Bid)	Preventive Maintenance	Youth Facility	Capital Refrigeration	March 31, 2014

19-1

52110-10C-018 (contract extend until March 31, 2014)	Emergency Medical	Co. Commission	Haynes Ambulance	March 31, 2014

<u>APRIL, 2014</u>

51901-12B-010 (Bid)	Paint & Paint Supplies	Support Services	Glidden Paint	April 30, 2014

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 (Better Presentation For Comparison To City Collections)

Month Taxes Deposited	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	FY 14 Compared to FY 13 Difference	%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	$3,253,940.96	$3,105,048.69	148,892	4.80%	$3,079,066.03	$3,087,512.76	$2,899,346.96	$3,191,706.22	$3,386,151.28	$3,516,665.11	$3,410,352.42	$3,195,825.00	$2,960,165.00
NOVEMBER	$3,227,375.17	$3,134,538.46	92,837	2.96%	$2,992,828.13	$2,940,315.26	$2,835,012.76	$3,056,325.46	$3,359,061.41	$3,354,320.41	$3,327,562.76	$3,132,900.48	$2,836,529.00
DECEMBER	$3,291,226.12	$3,263,054.64	28,171	0.86%	$3,117,297.29	$2,981,340.87	$2,918,331.65	$2,990,679.76	$3,447,637.03	$3,315,241.33	$3,298,106.45	$3,228,009.00	$3,030,907.00
JANUARY	$3,858,396.45	$3,919,183.42	(60,787)	-1.55%	$3,914,302.68	$3,853,758.63	$3,697,271.38	$3,948,060.22	$4,235,610.44	$4,471,028.60	$4,340,309.52	$4,249,424.86	$3,790,765.00
FEBRUARY		$3,014,487.73	(3,014,488)	-100.00%	$2,956,361.26	$2,856,026.68	$2,840,648.74	$2,972,561.06	$3,153,391.51	$3,379,040.47	$3,295,713.91	$3,064,230.18	$2,926,065.00
MARCH		$3,094,307.58	(3,094,308)	-100.00%	$3,220,435.70	$3,071,047.18	$3,043,633.87	$3,003,250.85	$3,277,803.53	$3,331,995.45	$3,324,104.90	$3,191,013.71	$2,912,030.00
APRIL		$3,583,428.14	(3,583,428)	-100.00%	$3,551,826.29	$3,422,170.26	$3,503,840.63	$3,259,986.59	$3,505,145.22	$3,856,834.56	$3,664,084.49	$3,619,620.00	$3,351,361.00
MAY		$3,287,020.85	(3,287,021)	-100.00%	$3,191,531.61	$3,134,129.35	$3,115,779.99	$3,128,465.24	$3,324,891.90	$3,463,717.40	$3,446,597.36	$3,510,500.00	$3,177,535.00
JUNE		$3,317,026.31	(3,317,026)	-100.00%	$3,252,618.86	$3,148,961.63	$3,047,439.84	$3,093,324.36	$3,728,267.77	$3,613,341.33	$3,478,149.70	$3,309,665.46	$3,121,884.00
JULY		$3,313,189.60	(3,313,190)	-100.00%	$3,292,659.85	$3,270,406.10	$3,121,260.19	$3,209,283.98	$3,338,065.40	$3,627,299.60	$3,618,559.24	$3,554,031.38	$3,097,146.00
AUGUST		$3,152,143.53	(3,152,144)	-100.00%	$3,126,172.74	$2,990,215.24	$3,055,054.29	$3,008,383.58	$3,242,314.28	$3,355,083.13	$3,352,803.08	$3,242,648.18	$3,108,873.00
SEPTEMBER		$3,295,056.53	(3,295,057)	-100.00%	$3,207,049.55	$3,126,695.33	$2,988,779.27	$3,061,663.59	$3,509,055.19	$3,500,110.08	$3,491,333.75	$3,359,460.00	$3,065,193.00
Year to Date	$13,630,938.70	$13,421,825.21	209,113	1.56%	$38,902,149.99	$37,882,579.29	$37,066,399.57	$37,923,690.91	$41,507,394.96	$42,764,677.47	$42,047,677.58	$40,657,328.25	$37,378,553.00

FY TOTALS $39,478,485.48

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY 2013, FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY 2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011, 2012 or 2013. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

20-1

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

		FY 14 Compared to FY 13												
Month Taxes Deposited	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	Difference	%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	$3,280,219.93	$3,142,293.68	137,926	4.39%	$3,105,077.65	$3,120,218.87	$2,939,534.46	$3,191,706.22	$3,386,151.28	$3,516,665.11	$3,410,352.42	$3,195,825.00	$2,960,165.00
NOVEMBER	$3,360,233.90	$3,189,307.86	170,926	5.36%	$3,011,716.15	$2,976,298.71	$2,850,712.59	$3,056,325.46	$3,359,061.41	$3,354,320.41	$3,327,562.76	$3,132,900.48	$2,836,529.00
DECEMBER	$3,302,563.69	$3,272,129.39	30,434	0.93%	$3,149,620.55	$3,041,441.83	$2,863,389.46	$2,990,679.76	$3,447,637.03	$3,315,241.33	$3,298,106.45	$3,228,009.00	$3,030,907.00
JANUARY	$3,866,244.98	$3,931,474.14	(65,229)	-1.66%	$3,942,439.37	$3,872,325.62	$3,707,672.59	$3,948,060.22	$4,235,610.44	$4,471,028.60	$4,340,309.52	$4,249,424.86	$3,790,765.00
FEBRUARY		$3,049,192.57	(3,049,193)	-100.00%	$2,987,315.00	$2,893,810.33	$2,848,671.98	$2,972,561.06	$3,153,391.51	$3,379,040.47	$3,295,713.91	$3,064,230.18	$2,926,065.00
MARCH		$3,131,421.86	(3,131,422)	-100.00%	$3,237,955.70	$3,098,921.29	$3,061,962.18	$3,003,250.85	$3,277,803.53	$3,331,995.45	$3,324,104.90	$3,191,013.71	$2,912,030.00
APRIL		$3,599,524.70	(3,599,525)	-100.00%	$3,576,184.32	$3,458,127.04	$3,529,396.01	$3,259,986.59	$3,505,145.22	$3,856,834.56	$3,664,084.49	$3,619,620.00	$3,351,361.00
MAY		$3,299,131.70	(3,299,132)	-100.00%	$3,231,144.58	$3,293,662.01	$3,146,504.02	$3,128,465.24	$3,324,891.90	$3,463,717.40	$3,446,597.36	$3,510,500.00	$3,177,535.00
JUNE		$3,346,454.43	(3,346,454)	-100.00%	$3,320,667.09	$3,215,941.38	$3,098,242.43	$3,093,324.36	$3,728,267.77	$3,613,341.33	$3,478,149.70	$3,309,665.48	$3,121,984.00
JULY		$3,349,663.44	(3,349,663)	-100.00%	$3,334,791.83	$3,289,629.43	$3,171,968.28	$3,209,283.98	$3,338,065.40	$3,627,299.60	$3,618,559.24	$3,554,031.38	$3,097,146.00
AUGUST		$3,153,053.75	(3,153,054)	-100.00%	$3,150,849.41	$3,135,660.82	$2,942,105.45	$3,008,383.58	$3,242,314.28	$3,355,083.13	$3,352,803.08	$3,242,648.18	$3,108,873.00
SEPTEMBER		$3,292,477.17	(3,292,477)	-100.00%	$3,232,972.57	$3,183,452.26	$3,028,207.58	$3,126,963.16	$3,509,055.19	$3,500,110.08	$3,491,333.75	$3,359,460.00	$3,065,193.00
Year to Date	$13,809,262.40	$13,535,205.07	274,057	2.02%	$39,280,734.22	$38,579,489.59	$37,188,367.02	$37,988,990.48	$41,507,394.96	$42,784,677.47	$42,047,677.58	$40,657,328.25	$37,378,553.00

FY TOTALS $39,756,124.69

20-2

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014
(Better Presentation For Comparison To City Collections)

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	FY 14 Compared to FY 13: Difference	FY 14 Compared to FY 13: %	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	$2,140,563.20	$2,035,268.61	105,295	5.17%	$2,033,895.24	$2,017,096.83	$1,893,218.08	$2,114,617.41	$2,276,283.19	$2,336,878.89	$2,299,674.28	$2,130,491.55
NOVEMBER	$2,123,088.19	$2,050,214.94	72,873	3.55%	$2,008,042.84	$1,920,728.11	$1,855,446.45	$2,022,308.26	$2,229,755.88	$2,241,537.84	$2,232,178.90	$2,072,993.19
DECEMBER	$2,169,555.98	$2,156,268.11	13,288	0.62%	$2,086,293.99	$1,948,296.43	$1,906,191.19	$2,136,056.18	$2,284,514.11	$2,174,549.44	$2,282,808.44	$2,136,399.13
JANUARY	$2,559,366.17	$2,608,733.79	(49,368)	-1.89%	$2,649,323.26	$2,556,849.92	$2,426,650.42	$2,620,917.55	$2,811,428.31	$2,967,724.05	$2,964,555.09	$2,817,342.78
FEBRUARY		$1,968,248.59	(1,968,249)	-100.00%	$1,948,806.50	$1,864,357.48	$1,852,039.84	$1,961,527.58	$2,112,582.91	$2,253,143.01	$2,240,780.16	$2,027,212.99
MARCH		$2,022,402.12	(2,022,402)	-100.00%	$2,130,409.15	$2,018,325.73	$1,987,878.13	$1,982,069.68	$2,173,215.54	$2,203,462.52	$2,218,023.74	$2,111,735.34
APRIL		$2,349,908.28	(2,349,908)	-100.00%	$2,336,160.47	$2,251,890.23	$2,295,451.42	$2,153,195.40	$2,319,623.54	$2,552,776.74	$2,510,948.03	$2,384,489.02
MAY		$2,151,387.07	(2,151,387)	-100.00%	$2,091,289.22	$2,075,413.33	$2,035,714.92	$2,065,538.64	$2,212,009.37	$2,290,604.35	$2,364,163.45	$2,324,726.28
JUNE		$2,170,841.10	(2,170,841)	-100.00%	$2,128,235.86	$2,079,430.33	$1,989,820.56	$2,042,109.23	$2,480,957.61	$2,391,375.92	$2,318,772.70	$2,190,836.51
JULY		$2,170,477.57	(2,170,478)	-100.00%	$2,161,015.60	$2,166,532.70	$2,043,667.02	$2,142,810.94	$2,211,035.61	$2,413,981.16	$2,422,157.82	$2,350,897.70
AUGUST		$2,131,173.21	(2,131,173)	-100.00%	$2,079,969.66	$1,962,708.14	$1,996,633.51	$1,986,118.81	$2,154,915.80	$2,231,903.25	$2,203,972.55	$2,096,975.08
SEPTEMBER		$2,183,146.41	(2,183,146)	-100.00%	$2,101,559.77	$2,063,636.49	$1,953,355.70	$2,022,315.76	$2,332,187.51	$2,342,155.12	$2,315,788.43	$2,200,938.80
Year to Date	$8,992,573.54	$8,850,485.45	142,088	1.61%	$25,755,001.56	$24,925,265.72	$24,236,067.24	$25,249,585.44	$27,598,509.38	$28,400,092.29	$28,373,821.59	$26,845,038.37

FY TOTALS $25,998,069.80

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

20-3

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

		FY 14 Compared to FY 13										
Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	$2,158,082.51	$2,059,868.92	98,214	4.77%	$2,049,858.39	$2,038,900.90	$1,920,009.74	$2,114,617.41	$2,276,283.19	$2,336,878.89	$2,299,674.28	$2,130,491.55
NOVEMBER	$2,211,660.67	$2,073,083.78	138,577	6.68%	$2,020,634.85	$1,944,717.07	$1,865,913.01	$2,022,308.26	$2,229,755.88	$2,241,537.84	$2,232,178.90	$2,072,993.19
DECEMBER	$2,175,889.07	$2,161,032.89	14,856	0.69%	$2,108,410.30	$1,988,363.73	$1,869,563.07	$2,136,056.18	$2,284,514.11	$2,174,549.44	$2,282,808.44	$2,136,399.13
JANUARY	$2,563,030.73	$2,616,927.60	(53,897)	-2.06%	$2,668,032.94	$2,569,227.92	$2,433,584.56	$2,620,917.55	$2,811,428.31	$2,967,724.05	$2,964,555.09	$2,817,342.78
FEBRUARY		$1,991,385.15	(1,991,385)	-100.00%	$1,969,442.33	$1,889,546.58	$1,857,388.66	$1,961,527.58	$2,112,582.91	$2,253,143.01	$2,240,780.16	$2,027,212.99
MARCH		$2,074,146.97	(2,074,147)	-100.00%	$2,142,089.15	$2,036,908.47	$2,000,097.00	$1,982,069.68	$2,173,215.54	$2,203,462.52	$2,216,023.74	$2,111,735.34
APRIL		$2,360,555.16	(2,360,555)	-100.00%	$2,352,399.16	$2,275,862.01	$2,312,488.34	$2,153,195.40	$2,319,623.54	$2,552,776.74	$2,510,946.03	$2,384,489.02
MAY		$2,159,460.97	(2,159,461)	-100.00%	$2,117,657.60	$2,181,768.43	$2,056,197.60	$2,065,538.64	$2,212,009.37	$2,290,604.35	$2,384,163.45	$2,324,726.28
JUNE		$2,183,872.05	(2,183,872)	-100.00%	$2,171,026.56	$2,115,603.54	$2,032,869.37	$2,042,109.23	$2,480,957.61	$2,391,375.92	$2,318,772.70	$2,190,836.51
JULY		$2,194,793.45	(2,194,793)	-100.00%	$2,184,757.62	$2,179,348.26	$2,095,198.37	$2,142,810.94	$2,211,035.61	$2,413,981.16	$2,422,157.82	$2,350,897.70
AUGUST		$2,131,451.32	(2,131,451)	-100.00%	$2,098,370.72	$2,056,472.99	$1,921,334.27	$1,986,118.81	$2,154,916.80	$2,231,903.25	$2,203,972.56	$2,096,975.08
SEPTEMBER		$2,178,821.22	(2,178,821)	-100.00%	$2,118,841.79	$2,077,732.37	$1,979,641.24	$2,065,848.81	$2,332,187.51	$2,342,155.12	$2,315,788.43	$2,200,938.80
Year to Date	$9,108,662.98	$8,910,913.19	197,750	2.22%	$25,999,521.41	$25,354,452.27	$24,344,285.23	$25,293,118.49	$27,598,509.38	$28,400,092.29	$28,373,821.59	$26,845,038.37

FY TOTALS $26,185,399.48

20-4

MONTGOMERY COUNTY COMMISSION

TOTAL LODGING TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections (Net of Audits)	FY 13 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	$125,810.01	$130,518.53	-$4,708.52	-3.61%	$129,788.39	$90,450.70	$76,167.78	$90,394.00	$85,389.00	$96,766.68	
NOVEMBER	$134,418.39	$129,403.01	$5,015.38	3.88%	$136,865.64	$97,820.73	$83,493.00	$91,018.26	$82,912.00	$89,391.10	
DECEMBER	$131,612.41	$122,045.52	$9,566.89	7.84%	$135,043.41	$73,352.85	$75,264.67	$78,616.00	$70,910.00	$81,974.31	
JANUARY	$175,562.73	$119,034.95	$56,527.78	47.49%	$116,960.65	$117,494.72	$77,080.62	$63,846.00	$74,508.00	$71,218.23	
FEBRUARY		$110,354.05	-$110,354.05	-100.00%	$112,071.38	$110,488.53	$79,625.91	$65,773.76	$69,418.38	$72,734.13	
MARCH		$120,791.98	-$120,791.98	-100.00%	$140,556.61	$133,350.07	$91,658.00	$89,980.66	$104,324.00	$79,463.09	
APRIL		$154,554.57	-$154,554.57	-100.00%	$155,696.79	$143,432.70	$97,434.00	$89,419.80	$98,280.44	$91,745.00	
MAY		$138,910.11	-$138,910.11	-100.00%	$132,858.15	$135,834.83	$90,676.00	$83,291.00	$94,118.00	$103,146.70	$77,494.40
JUNE		$143,536.96	-$143,536.96	-100.00%	$138,452.50	$133,739.74	$86,555.65	$90,215.00	$88,706.00	$80,069.00	$84,995.48
JULY		$147,306.61	-$147,306.61	-100.00%	$146,942.79	$145,371.25	$96,492.84	$87,515.78	$101,972.09	$91,751.00	$88,320.49
AUGUST		$146,925.48	-$146,925.48	-100.00%	$146,822.89	$147,058.66	$96,310.00	$94,001.00	$92,973.52	$89,222.00	$94,782.91
SEPTEMBER		$137,316.54	-$137,316.54	-100.00%	$139,758.00	$142,709.12	$87,044.00	$86,034.26	$95,529.98	$87,431.00	$85,760.00
Year to Date	$567,403.54	$501,002.01	$66,401.53	13.25%	$1,631,817.20	$1,471,103.90	$1,037,802.47	$1,010,105.52	$1,059,041.41	$1,034,912.24	$431,353.28

FY TOTALS $1,600,698.31

NOTES:

Lodging Rate Changed Effective December 1, 2013. Rate Increased From $1.50 To $2.25 Per Room Rented/Furnished. Lodging Rate Was $1.50 Per Room Rented/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was $1.00 Per Room Rented/Furnished From April 1, 2006 Through November 30, 2010.

Lodging Taxes Are Reported And Collected In Arrears; Thus The First Reporting/Collection Period For The New $2.25 Loding Rate Starts In January 2014 For The December 2013 Tax Period.

January 2014 Collections Shown Above Are Net of $538.86 Audits. December 2013 Collections Including Audits Totaled $176,101.59.

20-5

MONTGOMERY COUNTY COMMISSION

TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections	FY 13 County Collections	Difference	FY 14 % of FY 13	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	$115,849.14	$117,747.11	-$1,897.97	-1.61%	$122,397.70	$129,485.41	$128,602.75	$122,819.40	$131,431.18	$147,134.81	$149,691.76	$138,263.70	$138,524.25
NOVEMBER	$144,887.33	$128,927.51	$15,959.82	12.38%	$126,138.43	$131,821.66	$131,109.74	$140,959.08	$139,649.82	$149,345.81	$170,806.01	$140,764.99	$139,303.09
DECEMBER	$119,369.29	$119,209.28	$160.01	0.13%	$123,734.46	$122,993.67	$121,824.96	$126,525.74	$130,576.82	$142,001.39	$137,069.46	$137,192.77	$130,614.23
JANUARY	$124,428.93	$119,438.35	$4,990.58	4.18%	$123,368.06	$132,469.50	$134,624.20	$133,168.99	$132,710.13	$137,632.24	$145,554.52	$143,017.17	$140,807.20
FEBRUARY		$120,575.79	-$120,575.79	-100.00%	$116,317.80	$117,843.96	$124,816.72	$124,744.47	$122,467.49	$128,594.64	$121,357.94	$128,331.93	$131,563.01
MARCH		$116,366.70	-$116,366.70	-100.00%	$118,944.86	$119,740.83	$122,760.76	$122,181.42	$127,836.30	$129,748.15	$146,493.12	$130,888.28	$132,255.94
APRIL		$132,760.62	-$132,760.62	-100.00%	$125,195.99	$133,872.83	$140,254.46	$131,464.61	$143,992.83	$121,070.37	$147,331.92	$146,760.44	$148,737.03
MAY		$128,976.82	-$128,976.82	-100.00%	$127,146.28	$128,147.03	$139,372.47	$134,069.49	$134,662.63	$130,277.77	$135,435.46	$143,700.38	$142,563.23
JUNE		$135,036.74	-$135,036.74	-100.00%	$133,057.98	$131,383.85	$138,630.67	$130,919.07	$150,668.15	$142,064.46	$143,658.10	$146,726.10	$137,113.75
JULY		$136,899.14	-$136,899.14	-100.00%	$129,894.40	$130,793.70	$137,671.94	$135,859.21	$133,863.13	$136,886.87	$150,335.37	$146,221.33	$134,076.13
AUGUST		$134,598.24	-$134,598.24	-100.00%	$132,248.94	$127,265.33	$130,748.17	$126,087.38	$137,111.09	$138,154.02	$144,162.10	$148,790.07	$146,000.86
SEPTEMBER		$131,991.94	-$131,991.94	-100.00%	$136,543.09	$137,599.99	$135,878.23	$140,923.91	$137,251.76	$109,066.03	$152,883.09	$157,462.84	$140,566.55
Year to Date	$504,534.69	$485,322.25	$19,212.44	3.96%	$1,514,987.99	$1,543,417.76	$1,586,295.07	$1,569,722.77	$1,622,221.33	$1,611,976.56	$1,744,978.85	$1,708,120.00	$1,662,125.27

FY Totals $1,522,528.24

20-6

COPY

2821MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

STATISTICAL REPORT FOR JANUARY 2014

Federal Prisoners Received	18
Federal Prisoner Carryovers from Previous Month	45
Total Federal Inmate Days	1457

****

State Inmates Received	376
State Inmate Carryovers from Previous Month	528
Total State Inmates in Facility this Month	904
Total Carryovers to Next Month	541
Total State Inmate Days	16,456

****

Total Inmates (State and Federal Combined)	967
Total Inmate Days (State and Federal Combined)	17,913
* Average Daily Population	578

****

Total Days Billed to the State	16,456
Amount Charged to the State	$28,798.00
Sheriff's Allowance	$348.75
Total Charged to the State	$29,146.75

****

Total Spent for Food this Month	$48,583.12
Amount Over Allowance	$19,436.37
Amount Under Allowance	--
Average Cost for Food per Inmate Day	$2.71

21-1

DFC "A" - SHERIFF'S FEED BILL

THE STATE OF ALABAMA,

Vendor Number 63600165305

Payable to Montgomery County Commission & D. T. Marshall Sheriff of Montgomery County.

For feeding prisoners in the jail of said county during the month of January, 2014
Month Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	528					528	$ 924.00	$ 11.25
2	527					527	$ 922.25	$ 11.25
3	532					532	$ 931.00	$ 11.25
4	532					532	$ 931.00	$ 11.25
5	526					526	$ 920.50	$ 11.25
6	534					534	$ 934.50	$ 11.25
7	532					532	$ 931.00	$ 11.25
8	523					523	$ 915.25	$ 11.25
9	530					530	$ 927.50	$ 11.25
10	520					520	$ 910.00	$ 11.25
11	520					520	$ 910.00	$ 11.25
12	520					520	$ 910.00	$ 11.25
13	525					525	$ 918.75	$ 11.25
14	519					519	$ 908.25	$ 11.25
15	526					526	$ 920.50	$ 11.25
16	523					523	$ 915.25	$ 11.25
17	521					521	$ 911.75	$ 11.25
18	522					522	$ 913.50	$ 11.25
19	520					520	$ 910.00	$ 11.25
20	530					530	$ 927.50	$ 11.25
21	525					525	$ 918.75	$ 11.25
22	528					528	$ 924.00	$ 11.25
23	528					528	$ 924.00	$ 11.25
24	544					544	$ 952.00	$ 11.25
25	535					535	$ 936.25	$ 11.25
26	542					542	$ 948.50	$ 11.25
27	554					554	$ 969.50	$ 11.25
28	549					549	$ 960.75	$ 11.25
29	551					551	$ 964.25	$ 11.25
30	548					548	$ 959.00	$ 11.25
31	542					542	$ 948.50	$ 11.25
Total	16456	0	0	0	0	16456	$28,798.00	$ 348.75

	Amount Chargeable to the State	(0900-14)	$ 28,798.00
SSN:	Sheriffs Allowance	(0900-31)	$ 348.75
	Total Amount		$ 29,146.75

Affadavit of the Sheriff before Notary Public

The State of Alabama Montgomery County

Before me Jinette Barr Notary Public, personally appeared Montgomery County Commission & D. T. Marshall Sheriff of said County, who being by me sworn, makes oath that the within account for 29146.75 Dollars is correct and that no part here of has been paid.

D T Marshall

Sheriff Signature

Sworn to and subscribe before me this 6th day of February, 2014

Jinette Barr 21-2

Standard Form 1034
Revised October 1987
Department of the Treasury
1 TFM 4-2000

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION	DATE VOUCHER PREPARED	SCHEDULE NO.
U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer	February 3, 2014	
	CONTRACT NUMBER AND DATE	PAID BY USMS M/AL Montgomery
	REQUISITION NUMBER AND DATE	

PAYEE'S NAME AND ADDRESS

Mac Sim Butler Detention Facility
225 South McDonough Street
Montgomery, AL 36106
(334) 832-1665 (Corlis Miles)
Fax: (334) 265-0990
corlismiles@mc-ala.org

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM	TO	WEIGHT	GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES *(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)*	QUANTITY	UNIT COST	UNIT PER	AMOUNT (1)
January Jail Bill	1-01-14 thru 1-31-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1457	$48.00	Day	$69,936.00

Submitted by: [signature]

(Use continuation sheets) if necessary) **(Payee must NOT use the space below)** **TOTAL** $69,936.00

PAYMENT:	APPROVED FOR = $	EXCHANGE RATE = $1.00	DIFFERENCES
☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	BY (2) TITLE		Amount verified; correct for (Signature or initials)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date | Authorized Certifying Officer (2) | (Title)

ACCOUNTING CLASSIFICATION

PAID BY				
	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON *(Name of bank)*
	CASH	DATE	PAYEE 3	

(1) When stated in foreign currency, state name of currency
(2) If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title.
(3) When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name as well as the capacity in which he/she signs, must appear. For example: John Doe Company, per John.

PER

TITLE

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

21-3

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 13	Nov, 13	Dec, 13	Jan, 14	Feb, 14	Mar, 14	Apr, 14	May, 14	June, 14	July, 14	Aug, 14	Sept, 14	TOTAL:
~County Probation Offenders	161	145	138	101	0	0	0	0	0	0	0	0	
Fees Collected	800.00	1,384.00	954.00	1,210.00	-	-	-	-	-	-	-	-	$4,348.00
~Pre-Trial Release Participants	26	33	29	35	0	0	0	0	0	0	0	0	
(Jail Bed- Days Saved)	820	777	884	1029	0	0	0	0	0	0	0	0	
Fees Collected	340.00	420.00	380.00	245.00	-	-	-	-	-	-	-	-	$1,385.00
~Drug Court Offenders	32	32	31	31	0	0	0	0	0	0	0	0	
Fees Collected	3,515.00	2,910.03	5,722.14	2,765.00	-	-	-	-	-	-	-	-	$14,912.17
~Jail/Prison Diversion Offenders	126	130	138	141	0	0	0	0	0	0	0	0	
Fees Collected	2,754.00	2,890.00	2,879.00	2,800.00	-	-	-	-	-	-	-	-	$11,323.00
Amt. Billed to AL Dept. of Corrections	25,740.00	26,810.00	32,650.00	31,470.00	-	-	-	-	-	-	-	-	$116,670.00
~Electronic Monitoring Offenders	1	1	1	1	0	0	0	0	0	0	0	0	
Fees Collected	150.00	100.00	100.00	150.00	-	-	-	-	-	-	-	-	$500.00
~Drug Screenings	258	231	363	301	0	0	0	0	0	0	0	0	
Fees Collected	1,450.00	1,265.00	1,615.00	1,770.00	-	-	-	-	-	-	-	-	$6,100.00
~E.V.E.N. DV Program Enrolled	127	97	100	104	0	0	0	0	0	0	104	0	
Fees Collected	2,625.00	2,570.00	1,330.00	1,695.00	-	-	-	-	-	-	-	-	$8,220.00
~Other Fees Collected	135.00	60.00	195.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$555.00
TOTAL FEES: (13-14 FY)	$ 37,509.00	$ 38,409.03	$ 45,825.14	$ 42,270.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,013.17
Prior Year Fees (Comparison):	$40,618.00	$38,832.00	$36,306.00	$38,841.00	$37,843.00	$38,397.00	$36,207.00	$37,393.00	$36,795.00	$37,479.50	$36,184.00	$37,106.68	
TOTAL POPULATION SERVED: (Population at end of Reporting Month)	473	438	437	413	0	0	0	0	0	0	104	0	
Comparison Population Previous Year	382	391	398	429	436	439	419	419	419	435	436	438	
~Community Service Participants	39	41	46	41	0	0	0	0	0	0	0	0	
(Community Service Hours)	217	348	305	179	0	0	0	0	0	0	0	0	
Value of Labor at $7.25 per Hr. (Minimum Wage)	$ 1,571.44	$ 2,519.38	$ 2,211.25	$ 1,297.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$7,599.81

	Drug Court	AL D.O.C.	Client Fees	E.V.E.N.
Budget Allocation (Anticipated Revenue)	$45,500.00	$324,500.00	$84,500.00	$25,600.00
Total Amount Collected/Billed to Date	$14,912.17	$116,670.00	$23,656.00	$8,220.00
Balance (of anticipated revenue)	$30,587.83	$207,830.00	$60,844.00	$17,380.00

Revenue Comparison to Prior Year

Current FY Year to Date Total	$164,013.17
Prior Year to Date	$154,597.00
Difference From Prior Year	$9,416.17 +

Total Projected Fees from All Other Sources*	$480,100.00			
Target Amount expected to be collected/billed by date	$160,033.33	Target Percent	33.34%	
Total Collected/Billed to date	$164,013.17	% of Goal Collected/Billed to date		34.16%
Difference from Anticipated Revenue to Date: + or -	$3,979.84 +			

*Other than from County Appropriations

22-1