

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

April 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Minutes of the March 17, 2014 County Commission Meeting

The minutes for the March 17, 2014 County Commission Meeting are not finalized and will be delivered tomorrow, Friday, April 4, 2014.

DLM/tn

Attachment

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

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

April 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the April 7, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, April 7, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

At the end of our last County Commission meeting, Parks and Recreation Superintendent James Williams briefed the Commission regarding the cutting of grass at various County parks. I researched the issue and the problem is resolved. No action is necessary by the County Commission regarding this matter.

During our last County Commission meeting, Juvenile Court Administrator Bruce Howell requested to waive rules regarding a Memorandum of Understanding with the Department of Youth Services concerning funds for the Youth Facility Renovation Project. The Commission elected not to waive rules and subsequently we have found that this MOU is not required.

1-1 County Commission Information Session Schedule for April 7, 2014

Waived Rules Items to Consider for April 7, 2014

- 2-1 Consider Budget Change Requests (4)
- (1) Engineering Department – Request Numbers 5, 6, and 7
 - (2) Probate Judge's Office (Elections) – Request Number 6
- 3-1 Consider Proposal from Gilpin Givhan, PC to Provide Bond Counsel Services with Regard to the Issue of the Montgomery County Public Building Authority's Revenue Refunding Warrants, Series 2014, County Commission

- 4-1 Consider Resolution Honoring Camilla Prince, County Commission

Waived Rules Items to Consider for April 21, 2014

- 5-1 Consider Bid Award for Pharmacy Services, Bid No. 52602-14B-005, Youth Facility

Items to Consider for April 21, 2014 Agenda

- 6-1 Consider Changing the Name of the One Place Family Justice Center to the Brooks-Sellers One Place Family Justice Center, District Attorney's Office
- 7-1 Consider Budget for Restroom Project at the West Probate/Revenue Office, County Commission
- 8-1 Consider Agreement with Seay, Seay & Litchfield, P.C., regarding Restroom Project at the West Probate/Revenue Office, County Commission
- 9-1 Consider Amendment Number 2 to Contract Number 53000-12B-013 with Wiregrass Construction Company, Inc., regarding Plant Mix, Engineering Department
- 10-1 Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 1, 2, 3, 4, and 8 with Southeast Materials Corporation regarding Crushed Stone, Engineering Department
- 11-1 Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 5, 6, and 7 with Dunn Construction regarding Crushed Stone, Engineering Department
- 12-1 Consider Amendment Number 1 to Contract Number 53000-13B-011 Item Numbers 9, 10, and 11 with APAC Midsouth, Inc., regarding Crushed Stone, Engineering Department
- 13-1 Consider Amendment Number 2 to Contract Number 51901-12B-007 with Glidden Professional Paints regarding Paint and Paint Supplies, Support Services
- 14-1 Consider County Employee Blood Drives for 2014, County Commission
- 15-1 Consider Payment of 2014 Membership Dues to the International City/County Management Association for Risk Manager Scott Kramer, Risk Management
- 16-1 Consider to Recognize and Deny Claim Filed by Nancy Higgins, County Commission
- 17-1 Consider to Recognize and Deny Claim Filed by Anthony Smith, County Commission

Personnel Actions

- 18-1 Copy of Memorandum from Probate Judge Steven L. Reed requesting an Irregular Step Increase for Assistant Chief Probate Clerk from Pay Grade A10, Step 3 to Pay Grade A10, Step 5
- 19-1 Copy of Memorandum from Juvenile Court Administrator Bruce Howell requesting the Establishment of a Maintenance Mechanic Position for the Youth Facility
- 20-1 **New Request:** Copy of Position Fill Request for Customer Service Clerk from Probate Judge's Office, Position Number 750016058
- 21-1 **New Requests:** Copies of Position Fill Requests – Youth Facility (3)
 - (1) Juvenile Detention Officer, Position Number 900300018
 - (2) Service Maintenance Worker I, Position Number 900701011
 - (3) Service Maintenance Worker I, Position Number 900701049
- 22-1 **New Request:** Copy of Position Fill Request for Fingerprint Classifier from Sheriff's Office, Position Number 188
- 23-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (2)
 - (1) Corrections Officer Trainee/Corrections Officer, Position Number 090
 - (2) Clerk II, Position Number 235

General Information

- 24-1 Copy of Memorandum from Probate Judge Steven L. Reed requesting Permission to Donate Unused Printers to the Montgomery County Board of Education
- 25-1 Copy of Email from Executive Director Johnny Williams with Raycom Media Camellia Bowl regarding the Bowl Partnership
- 26-1 Copy of Information from Founder and Director Michelle Browder with I Am More Than requesting Funding in the amount of \$3,000 for the 3rd Annual Youth Rally, Forum and Concert
- 27-1 Copy of Email from Antonio Parker requesting Funding for the Centennial Hill 5K Run/Walk and Health Fair
- 28-1 Copy of Letter from Dunbar Ramer School requesting Funding in the Amount of \$3,000 to Purchase Sports Equipment for the Athletic Program (**Previous Request for Funding**)

April 3, 2014

- 29-1 Copy of Email from Lloyd Faulkner requesting Funding for Alabama Coalition Against Domestic Violence
- 30-1 Copy of Cost Estimate for Counters and Restroom for Circuit Clerk's Office
- 31-1 Copy of Letter from Chief Barbi Lee with State of Alabama Ethics Commission regarding the Filing of **2013 Statement of Economic Interests Forms Due April 30, 2014**
- 32-1 Copy of Proposed Revisions to the Rules of Procedure for the Montgomery County Commission
- 33-1 Copy of Proposed Revisions to the Policy for Recording Proceedings of the Montgomery County Commission
- 34-1 Copy of Email from Mayor Todd Strange regarding Annexation of a Portion of the Montgomery Industrial Park and Previously considered Annexation Resolution regarding the Montgomery Industrial Park
- 35-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 36-1 Copies of Revenue Reports for March 2014 from Tax and Audit Department
- 37-1 Copy of Population Report for March 2014 for the Mac Sim Butler Detention Facility
- 38-1 Copy of Census and Fiscal Report for March 2014 for Community Corrections
- 39-1 Copies of Detailed Accounts Payables, paid 3/21/14, 3/28/14 and 4/4/14, subject to the County Commission approval

Additional Information – No Attachments

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

- Lonie Gilchrist, Service Maintenance Worker I, Youth Facility (**23 years 10 months**), effective June 1, 2014
- Lamar D. Rogers, Corrections Officer Lieutenant, Detention Facility (**27 years 10 months**), effective June 1, 2014

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
APRIL 7, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:15 a.m. Probate Judge Steven L. Reed – Presentation regarding Irregular Step Increase for Assistant Chief Probate Clerk (**Personnel Action Item 18-1**), Position Fill Request for Customer Service Clerk (**Personnel Action Item 20-1**) and Permission to Donate Unused Printers to the Montgomery County School Board (**Information Item 24-1**)
- 8:30 a.m. Principal Architect David Reed with Goodwyn, Mills & Cawood – Presentation regarding Hydrology Report for Lagos Del Sol Neighborhood
- 8:40 a.m. Grant Writer Leslie York with Central Alabama Regional Planning and Development Commission and Principal Architect Max Vaughn with Goodwyn, Mills & Cawood – Presentation regarding Local Amendment Number 1, Budget/Report Number 2, for DAS Infrastructure Improvements Grant (**Agenda Item 3**)
- 8:50 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:00 a.m. County Engineer George C. Speake – Briefing regarding Engineering Operations
- 9:15 a.m. Executive Director Johnny Williams with Raycom Media Camellia Bowl requesting Financial Support (**Information Item 25-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. District Attorney Daryl Bailey – Presentation regarding Changing the Name of the One Place Family Justice Center to the Brooks-Sellers One Place Family Justice Center (**Future Agenda Item 6-1**)
- 10:15 a.m. Revenue Manager Terri Henderson – Presentation regarding Revenue Reports for March 2014 (**Information Item 36-1**)
- 10:30 a.m. Founder and Director Michelle Browder with I Am More Than requesting Funding in the amount of \$3,000 for the 3rd Annual Youth Rally, Forum and Concert (**Information Item 26-1**)
- 12:00 Noon Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	3/14/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head	3/13/2014	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	111-53600-304	2,500	(1,500)	1,000
Office Supplies	111-53600-211	5,500	1,500	7,000
TOTAL		8,000	0	8,000

JUSTIFICATION:

Transfer to cover insufficiency in Office Supplies for Engineering Office.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 6

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	3/24/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	3/19/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Building Materials	111-53200-213	104,350	(900)	103,450
Road Building Materials	111-53300-213	109,100	(600)	108,500
Road Building Materials	111-53400-213	110,000	(750)	109,250
Road Building Materials	111-53800-213	62,000	(600)	61,400
Travel, Registration & Training	111-53600-265	5,000	2,850	7,850
TOTAL		390,450	0	390,450

JUSTIFICATION:

Internal Transfer to cover cost of 19 maintenance personnel to attend Flagger Training presented by Auburn University on May 28, 2014.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	4/2/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	4/2/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Building Materials	117-53108-213	705,000	(92,108)	612,892
Construction Costs	117-53108-330	1,000,000	92,108	1,092,108
TOTAL		1,705,000	0	1,705,000

JUSTIFICATION:

Budget realignment to cover Final Estimate payment for County Resurfacing Project MC-1-2013

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 6

DEPARTMENT:	Elections	REVIEWED:	S. Thomas	3/11/2014
DATE:	March 11, 2014	Finance Director		Date
REQUESTED BY:	Daniel Baxter	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	001-51911-211	20,000	(1,189)	18,811
Extra Help	001-51911-115	11,804	1,189	12,993
TOTAL		\$31,804	\$0	\$31,804

JUSTIFICATION:

To realign the budget to cover extra help expenses for election preparation for the 2014 Primary, redistricting of Power Profile and polling location logistics/confirmations until the hiring of an Assistant Director.



CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

March 25, 2014

The Montgomery County Commission
Attention: Donald L. Mims, Administrator
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: The Montgomery County Public Building Authority -
Revenue Refunding Warrants
(Montgomery County Facilities Project), Series 2014
Our File No. 3834.1005

Dear Donnie:

Pursuant to our conversation, we are providing this letter to outline our proposal to provide legal services to the Montgomery County Commission (the "County") with respect to the proposed issue of The Montgomery County Public Building Authority's Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014 (the "Series 2014 Warrants") for the purposes of (i) refunding a portion of The Montgomery County Public Building Authority's Revenue Warrants (Montgomery County Facilities Project), Series 2006, (ii) to finance the costs of certain capital improvements to one or more facilities used by the County, and (iii) to pay the expenses of issuing the Series 2014 Warrants.

Our firm welcomes the opportunity to serve as bond counsel in connection with the issuance of The Montgomery County Public Building Authority's Series 2014 Warrants for the purposes set forth above. As bond counsel, we are pleased to offer our services for a fee of \$30,000 in connection with the issuance of the Series 2014 Warrants.

We look forward to working with you on this transaction. Should you have any questions and/or comments, please do not hesitate to contact Robert Gilpin at (334) 409-2236 or me at (334) 409-2232.

Yours very truly

GILPIN GIVHAN, PC

Clinton D. Graves

CDG:bsh

pc: Thomas T. Gallion, III, Esquire

Tammy Nix

From: Clinton D. Graves <cgraves@gilpingivhan.com>
Sent: Thursday, April 03, 2014 10:21 AM
To: Donald Mims
Cc: ttg@hsy.com; Robert E.L. Gilpin
Subject: FW: Montgomery County re MCPBA Revenue Refunding 2014;
Attachments: Ltr to County Commission (00706746x9D9C7).pdf

Donnie,

Pursuant to our conversation, please find attached for consideration at the next County Commission meeting on the 7th, our firm's proposal to provide bond counsel services with regard to the issue of the Montgomery County Public Building Authority's Revenue Refunding Warrants, Series 2014.

Thank you for the opportunity to with the County again, and should you have any questions, please do not hesitate to contact me.

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

CONFIDENTIALITY NOTICE: This electronic message contains information from the law firm of Gilpin Givhan, PC, which may be confidential, privileged, or exempt from disclosure under applicable law. The information within the electronic message transmission is intended to be for the use of the individual or entity named above. If you are not the intended recipient or the employee/agent responsible for delivering this electronic message transmission to the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this electronic message transmission is strictly prohibited. If you receive this electronic transmission in error, please notify the sender immediately and delete the message. Although this email is believed to be free of any virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure that it is virus free; Gilpin Givhan, PC, accepts no responsibility for any loss or damage arising in any way from its use. Thank you.

IRS CIRCULAR 230 DISCLOSURE: Pursuant to U.S. Treasury Regulations, we are now required to advise you that, unless explicitly stated above to the contrary: (1) the contents and conclusions (if any) contained in this communication (including any attachments) are preliminary in nature and do not express a formal opinion contemplated by IRS Circular 230; (2) nothing contained in this communication (including any attachments) is intended to be used, or may be relied upon or used, by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code; and (3) any statement contained in this communication (including any attachments) relating to any federal tax issue may not be used by any person to support the promotion, marketing of, or used to recommend any transaction or matter addressed in this communication.



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

April 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Waive Rules on a Resolution Honoring Camilla Prince

The Commission has been asked to do a resolution honoring Mrs. Camilla Prince, executive director of the Volunteer and Information Center. She retired last August after serving for 26 years with that organization, including 11 years as its executive director. They would like to have the resolution presented, as a surprise to her, during the HandsOn River Region Volunteers of the Year event at Trinity Presbyterian Church (Trinity Hall) on S. Hull Street, on Thursday, April 10th at 3:30 p.m. All Commissioners have been invited to attend and the event is on your calendars.

I am asking that the Commission waive rules on this resolution, so that it can be presented to Mrs. Prince next week.

Thank you for your consideration.

Montgomery County Commission

A County Older Than The State



*Established 1816
Montgomery, Alabama*

Resolution

WHEREAS, Camilla W. Prince, a native of Montgomery, earned an Associate Degree from Stephens College in Columbia, Missouri and a Bachelor of Science Degree from Troy University Montgomery; and

WHEREAS, Mrs. Prince served as Coordinator of Information and Referral for the Volunteer and Information Center for 15 years, prior to being named Executive Director of that agency in November 2002; and

WHEREAS, She has a strong sense of caring and compassion for the citizens of her community and considers her work of promoting volunteer involvement a personal blessing; and

WHEREAS, during her tenure at the agency, Mrs. Prince implemented the 2-1-1 Call Center; and

WHEREAS, Mrs. Prince was the first to bring the Information and Referral Program to the state of Alabama, and the fourth such center in the entire nation; and

WHEREAS, she successfully partnered with Mid-Alabama Coalition for the Homeless that resulted in the creation of the Homeless Information Management System which led our community to receive over two million dollars in funding for services for the homeless; and

WHEREAS, Mrs. Prince also brought the national Volunteers in Service to American Program to the Montgomery area and through a partnership with the Corporation of National and Community Service, five agencies in the community benefit from the services of the volunteers at a minimal cost; and

WHEREAS, through the years, Mrs. Prince has offered her time and talents to numerous boards including the Volunteer Advisory Council, the Montgomery Wellness Coalition, the Junior League of Montgomery, The Montgomery Museum of Fine Arts, the Alabama Dance Theatre, the Family Sunshine Center and more; and

WHEREAS, Mrs. Prince retired from her position as Executive Director of the Volunteer and Information Center in August 2013; and

WHEREAS, Mrs. Prince is a great humanitarian; she has a true servant's heart, and she has led her community by example, as evidenced by her can-do attitude,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor Mrs. Camilla W. Prince, and we applaud and acknowledge the positive impact she has made in the lives of the citizens of Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted
by the Montgomery County Commission on this, the
7th day of April, 2014.

4-2

M E M O R A N D U M

TO: Donald L. Mims,
Administrator

FROM: Tammy Turner, Buyer II
Purchasing

DATE: April 1, 2014

SUBJECT: Invitation to Bid No. 52602-14B-005,
Pharmacy Services for the Montgomery County Youth Facility

The above referenced Invitation to Bid is scheduled to open at 10:00 a.m. on Tuesday, April 15, 2014.

I am requesting that during the April 21, 2014 County Commission meeting, rules be waived and approval of award on the above referenced Invitation to Bid be added to the agenda.



Offices of
Daryl D. Bailey
District Attorney



Fifteenth Judicial Circuit of Alabama

AZZIE M. TAYLOR
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

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

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

April 1, 2014

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

Dear Chairman Dean,

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

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

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

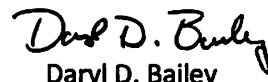
Naming the Center after Ellen and Karen would be a tremendous honor to these very special women who dared to dream about one place for victims to receive the help they need and who tirelessly worked for over 30 years to make it happen.

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

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

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

Sincerely, ,


Daryl D. Bailey
District Attorney

CC: Donald L. Mims, Montgomery County Administrator

Seay
Seay &
Litchfield, P. C.

Architects
Interior Designers

1115 South
Court Street

Montgomery
Alabama 36104

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

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

MEMORANDUM



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

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

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

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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

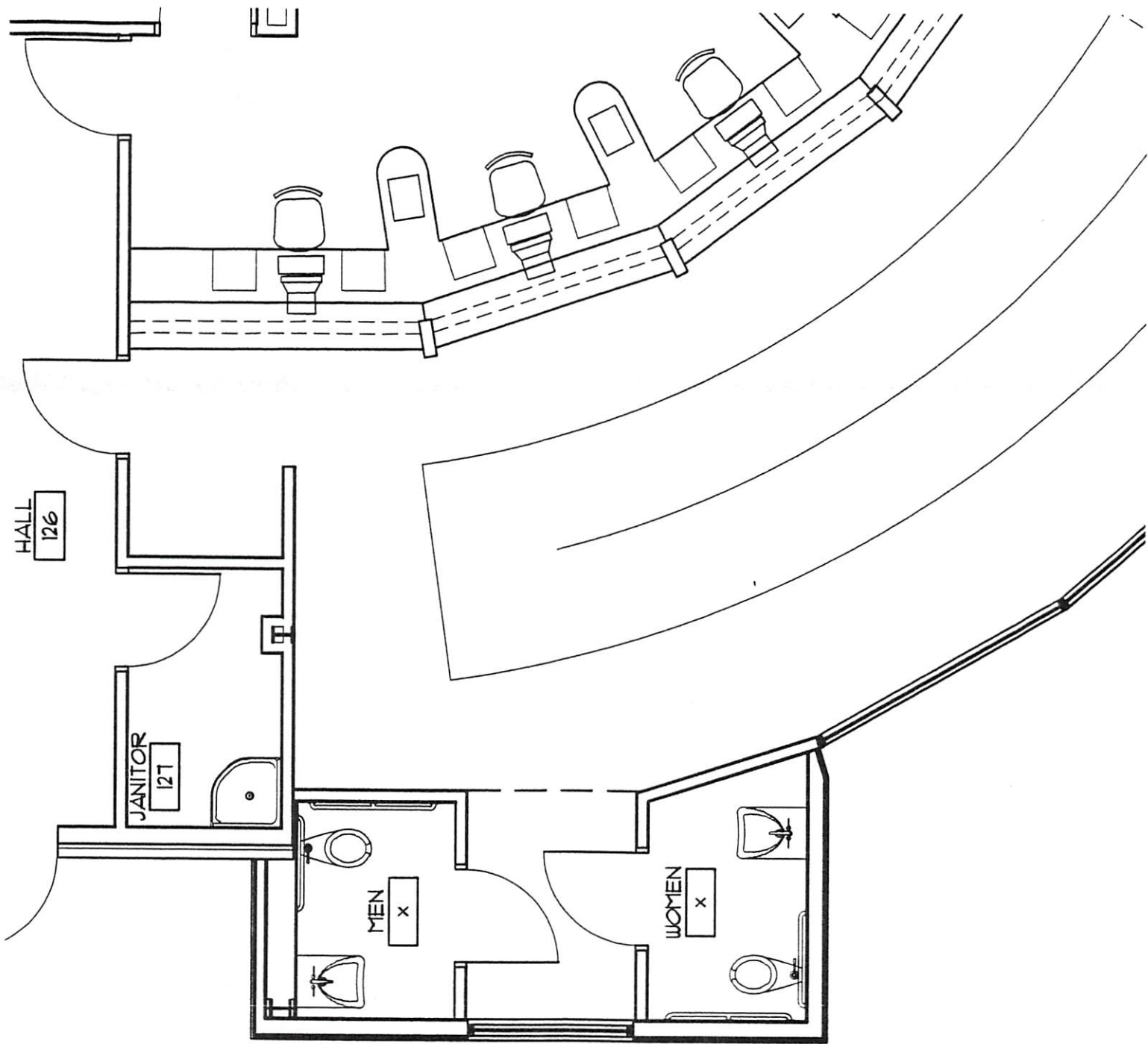
Date: 3/13/14

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

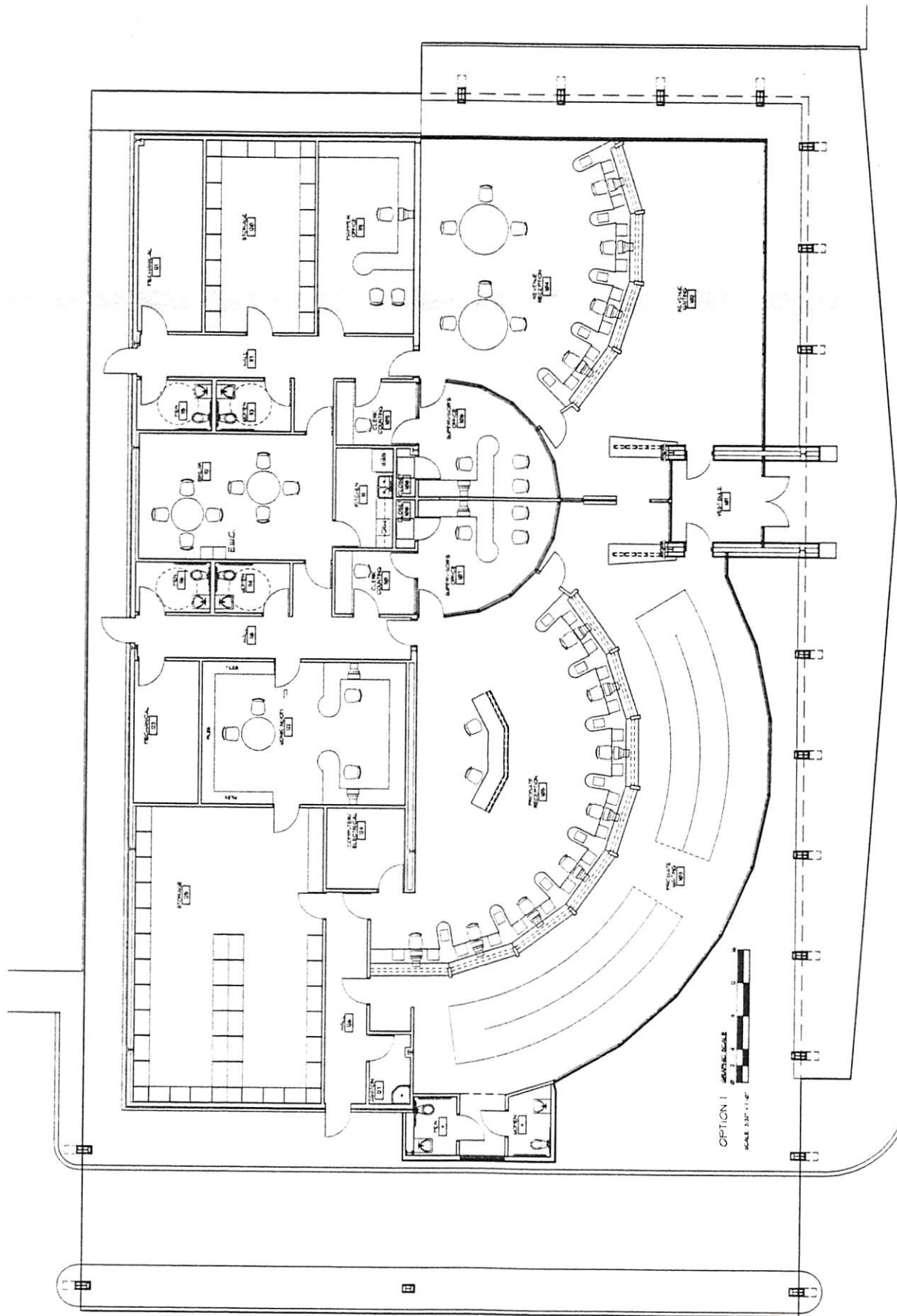
Donnie Mims and our office have been working with Seay Seay & Litchfield Architecture to design a bathroom addition to the West Probate Office.

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

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



Bathroom
detail



Proposed bathroom addition for West Probate Office

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

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

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

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

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

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

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

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

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

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

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document B101[™] – 2007 (formerly B161[™] – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

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

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

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

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

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

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

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

.1 General Liability

In accordance with attached certificates.

.2 Automobile Liability

In accordance with attached certificates.

.3 Workers' Compensation

In accordance with attached certificates.

.4 Professional Liability

In accordance with attached certificates.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

Init.

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

Init.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

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

Int.

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

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

Init.

AIA Document B101™ - 2007 (formerly B161™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

8-8

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

(Row deleted)

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

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

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

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

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

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

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:34 on 04/03/2014 under Order No.2315916492_1 which expires on 10/13/2014, and is not for resale.

User Notes:

(1918397285)

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

Init.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

Init.

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

Init.

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

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

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

§ 8.2 Dispute Resolution

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

Init.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

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

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

Init.

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

Hourly plus expenses - see attached "A" Hourly Rates

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

Hourly plus expenses - see attached "A" Hourly Rates

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

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

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

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

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

See attachment A

Employee or Category Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

Init.

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

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

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

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

§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

15 % fifteen percent

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

Init.

- 12.5 The Owner shall be responsible for providing the Architect complete site surveys, geotechnical engineering, environmental surveys and testing, which may be necessary for the completion of the Architectural Design and the completion of the planning phase, construction contract documents. The Architect will assist the Owner in the coordination of these other design disciplines. Payment for this will be based on the hourly rates (plus expenses) as noted in para 11.7.
- 12.6 The Owner shall require the General Contractor to provide all insurance required by the Alabama Building Commission and an Owner's Protective Liability Policy in the amount of \$1,000,000 prior to executing an agreement between the Owner and the General Contractor. Additionally named primary insureds shall be "the Owner, the Architect, the Engineering Consultants, and the General Contractor as primary insured with the Owner being named first, except not on Worker's Compensation;" all insurance certificates shall provide for "Waiver of Subrogation" against "the Owner, Architect, and the Engineering Consultants," by the Contractor, each Subcontractor, and their insurers. Copies of the Alabama Building Commission requirements are available from the Architect or through the Alabama Building Commission website.
- 12.7 There shall be no reduction in fee for actual services provided due to deductive change order items.
- 12.8 Unless specifically agreed to in writing, Architect's fees do not include the use of a Owner's Construction Manager or program manager as a project delivery method.
- 12.9 It is agreed that in the event asbestos, lead-based paint, mold, or PCB contamination are encountered in the course of this work, or if there is a reasonable belief that it will be encountered, the Owner will engage the services of an industrial hygienist (or equivalent) or any other professional consultant requested and approved by the Owner to plan and administer its' abatement or removal.
- 12.10 The services described below are not included in Basic Services and shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. These services shall only be provided if authorized or confirmed in writing by the Owner. The Architect shall notify the Owner prior to commencing such services.
- Extra services shall include, but are not limited to the following:
- a. Providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Owner's schedule or the method of bidding or negotiating and contracting for construction.
 - b. Providing services in connection with evaluating substitutions proposed by the Contractor after the Bidding and Negotiation Phase and make subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
 - c. Providing services in evaluating claims submitted by the Contractor or others in connection with the Work.
 - d. Providing services in connection with separate consultants retained by the Owner.
 - e. Providing finished models, finished renderings or photographs for Owner's use.
 - f. Providing drawings to be used as legal exhibits for contracts or agreements and providing services for review and execution of required legal documents, to include but not be limited to: lien subordination agreement; lien waiver agreements; legal exhibits for contracts and leases; loan closing documentation; and any assignment of document ownership other than as described herein for the use of persons such as Owner, lender(s), user(s), and Owner's engineer(s) and consultants(s), contractor, subcontractors, material vendors, fabrication and installers.
 - g. Providing record drawings after project has been constructed.
- 12.11 The Architect will work with the Owner or Owner's agent to develop a project schedule after project programming is complete.
- 12.12 Construction Cost shall be the total cost of construction including all applicable sales and other taxes; and this construction cost shall be the basis for calculation of compensation.

Init.

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

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

OWNER

(Signature)

Mr. Elton Dean, Chairman Montgomery County Commission

(Printed name and title)

ARCHITECT

(Signature)

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

(Printed name and title)

Init.

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

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

Additional Expenses Not Included in the Basic Services Fee

Reimbursable Expenses = Cost x 1.15%

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

Consultant Fees

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

Mills-Conoly Engineering

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

Zgouvas, Eiring, & Associates, Inc.

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

Richard Campbell

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

Attachment "B"

Seay, Seay, & Litchfield, P.C.

State of Alabama Schedule of Basic Fee Rates

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

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



CERTIFICATE OF LIABILITY INSURANCE

SEAYS-1

OP ID: EN

DATE (MM/DD/YYYY)

04/03/2014

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

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

PRODUCER Thompson Insurance, Inc. 3300 Gatsby Lane (36106) P.O. Box 11408 Montgomery, AL 36111-0408 William M. Richardson, III	CONTACT NAME: Bill Richardson/Kim Bradley PHONE (A/C, No, Ext): 334-277-8970 FAX (A/C, No): 334-271-0491 E-MAIL ADDRESS: k.bradley@thomins.com														
INSURED Seay, Seay and Litchfield, PC Jim Seay 1115 South Court Street Montgomery, AL 36104	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Hartford Insurance Company</td><td>38288</td></tr><tr><td>INSURER B : Tudor Insurance Company</td><td>37982</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Company	38288	INSURER B : Tudor Insurance Company	37982	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Insurance Company	38288														
INSURER B : Tudor Insurance Company	37982														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

FORPROO

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Tammy Nix

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

Donnie

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

If you have any questions please let me know.

Thanks

Platt

R. Platt Boyd IV, AIA, LEED AP

Seay Seay & Litchfield, P.C.

Architecture | Interiors | Planning | Graphics

1115 S. Court Street, Montgomery, AL 36104

p | 334.263.5162

f | 334.263.5170

www.sslarch.com

Quality by Design

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

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

Amendment No. 2

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

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

Witness:

Wiregrass Construction Company, Inc.

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



**WIREGRASS
CONSTRUCTION
COMPANY, INC.**

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

March 5, 2014

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

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

Dear Mrs. Silas:

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

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

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

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

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

Sincerely,

Mike Murphree
Project Manager/Estimator
MM/sl

9-2

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

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

Amendment No. 1

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

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

Witness:

Southeast Materials Corporation

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



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

March 17, 2014

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

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

Dear Ms. Davis,

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

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

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

Kindest Regards,

Emily Griffin
Sales

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

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

Amendment No. 1

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

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

Witness:

Dunn Construction

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____

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

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

Amendment No. 1

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

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

Witness:

APAC Midsouth, Inc.

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____

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

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

Amendment No. 2

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

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

All other provisions of the contract will remain the same.

WITNESS:

GLIDDEN PROFESSIONAL PAINTS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

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

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

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

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

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

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



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

April 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2014

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in ~~2013~~²⁰¹⁴. The first would be scheduled for Wednesday, May 14th with the American Red Cross and the other later in the summer with LifeSouth.

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

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

Thank you.

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

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

April 2, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: ICMA Membership Dues

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

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



Leaders at the Core of Better Communities

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

Membership Renewal Invoice
FINAL NOTICE

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

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

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

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

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

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

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

Fee/Formula Calculations

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

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

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

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

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

Payment Section

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

Credit Card Number _____ Exp Date _____

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

Name of Card Holder _____

Signature _____ Date Signed _____

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

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

See the reverse side for further instructions and details.

01/01/2014 - 12/31/2014

ID#: 511240

15-2



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

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

T TG

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

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

March 20, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

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

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

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

As always, thank you for your assistance.

DLM/tn

Attachment

16-2

STATE OF ALABAMA
MONTGOMERY COUNTY

NOTICE OF CLAIM

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

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

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

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

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

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

Dated this the 27 day of February 2014.

Nancy Higgins
Nancy Higgins

Heidi V. Abbott
Heidi V. Abbott
Attorney for Claimant

[Signature]
Witness

OF COUNSEL:

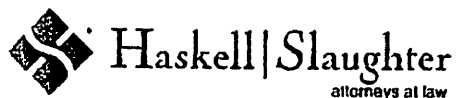
Shunnarah Injury Lawyers, P.C.

3626 Clairmont Avenue

Birmingham, AL 35222

205.983.8132

10/16/16
10/16/16



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265 8573 | f. 334 264 7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

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

TTC

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

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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

March 20, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

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

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

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

As always, thank you for your assistance.

DLM/tn

Attachment

17-2

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

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

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

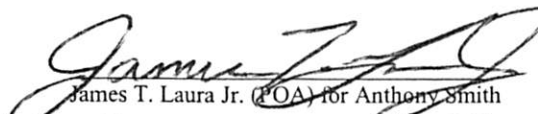
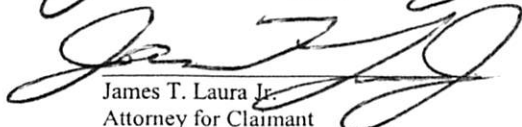
Said claim arises out of an accident that occurred on or about February 21, 2014 in Montgomery, Alabama. On the day of the accident Claimant was a passenger on a Montgomery Transit bus. The bus in question collided with another unknown vehicle as a result of one of the vehicles not obeying the applicable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

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

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

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

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


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

James T. Laura Jr.
Attorney for Claimant

OF COUNSEL:

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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

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

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

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

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

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

Thank you for your favorable consideration of this request.

ORIGINAL

**Montgomery County
Youth Facility**

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: March 26, 2014
Re: Establishment of Maintenance Mechanic Position

I am requesting that the Commission establish an additional Maintenance Mechanic position at the April 7th working session. We have an unfilled Service Maintenance Worker II position I would like to convert to the requested Maintenance Mechanic position.

We currently have two senior maintenance employees retiring and with the hiring of two less experienced personnel to fill those vacancies, I feel the more skilled position of a maintenance mechanic would help the distribution of our maintenance work at the Youth Facility.

Thank you for your consideration!



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 4/1/14

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

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

POSITION FILL REQUEST

SUPERVISOR: William D Flowers III

6.__final review

- Date _____

20-2

ORIGINAL

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: March 26, 2014
Re: Juvenile Detention Officer Fill Request

We have a Juvenile Detention vacancy which needs to be filled. I am requesting approval at the working session of the April 7th County Commission Meeting to fill this Juvenile Detention Officer vacancy.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi K. Alexander, Detention Director

COMPLETED ACTION DATES

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

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

POSITION NUMBER: 900300018

PROPOSED EFFECTIVE DATE: 4/14/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER - YOUTH FACILITY PROMOTION ONLY () TRANSFER

Pay step to be based upon City and County of Montgomery

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

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Department Head

3/26/2014

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

21-2

ORIGINAL

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: March 25, 2014
Re: Maintenance Service Worker I Fill Requests (2 positions)

Two Service Maintenance Worker I positions will be vacated in April and June due to employees' retiring. I would like to be able to fill these positions as each vacancy is created and am requesting that this be considered at the working session of the April 7th Commission Meeting.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Robert Hill, Building Maint. Supt.

COMPLETED ACTION DATES

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

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

POSITION NUMBER: 900701011

PROPOSED EFFECTIVE DATE: 5/1/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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



Department Head

3/25/2014
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

21-4

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Robert Hill, Building Maint. Supt.

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

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

POSITION NUMBER: 900701049

PROPOSED EFFECTIVE DATE: 6/1/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Bruce R. Howell

Department Head

3/25/2014
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

21-5

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Fingerprint Classifier

Position Number 188

Proposed Effective Date April 14, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

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

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

D. T. Marshall
Department Head

Date March 27, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

22-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Correcitons Officer Trainee

Position Number 090

Proposed Effective Date March 31, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

Corrections Officer \$29,569 Grade PC1

D. T. Marshall

Date March 21, 2014

Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Clerk II

Position Number 235

Proposed Effective Date March 31, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall

Department Head

Date March 21, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

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

23-2



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/21/14

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

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



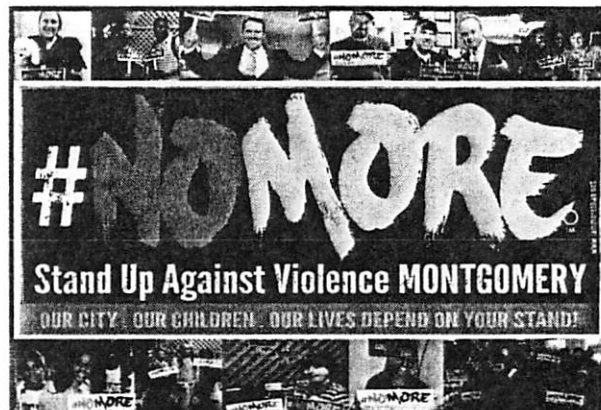
458 Sayre street

Montgomery, Alabama 36104

334-296-3024

Michelle Browder, Founder and Director

www.iammorethan.net



Background: In March of 2012, I AM MORE THAN...the Montgomery Rescue Mission youth division planned and successfully executed an educational field trip to Washington D.C. for 45 at risk youth (see enclosures) Each child received a life altering experience that moved many of their peers to ask, "what ABOUT US?" Upon asking how we as community leaders, organizations and foundations, can better serve and meet their needs, 23 children requested a youth forum. **"We need a place where we can receive sound wisdom and speak our mind, learn about other cultures and community involvement."** Last year nearly 5,000 students, parents and teachers enjoyed a day of empowerment in downtown Montgomery, Alabama at the Riverfront, Amphitheater.

On Saturday, June 7, 2014, I AM MORE THAN AND COMMUNITY PARTNERS are spearheading our 3rd annual youth rally, forum and concert called "I AM MORE THAN...Breakin' Chains PART 3." Our featured guest is Grammy nominated Montell Jordan. "I AM MORE THAN... will ignite a spirit of change and renew a spirit of community." This year we're also launching a new campaign called **#NoMore Stand Against Violence**. Montgomery is the **Capital of Dreams**, and it's time to come together to affirm the youth of all ages and diverse cultures. We are requesting community partnerships willing to donate in kind services, monetary donations and booth representation. In exchange for partnership, I AM MORE THAN... will provide visibility signage for all sponsors and partnerships.

The year 2014 marks a critical time in Montgomery, Alabama. We must work together as a community to counteract the lasting and devastating effects on violence has had on **OUR CITY, OUR CHILDREN, & OUR LIVES.**

I AM MORE THAN'S...**#NoMore** is a nonviolence campaign spearheaded by students and interns of I AM MORE THAN...**Empowerment Initiative** and joined by community leaders, business owners, a diverse cross section of citizens in Montgomery, Alabama. Our young people are eager to led the way in an effort to limit violence in our communities. With community support we can continue to make a difference in 2014. To spring board this effort we are organizing an event for **National Non-Violence Week April 7-12, 2014** followed up with a community concert on June 7, 2014.

We are requesting \$3,000 for I AM MORE THAN...rally, concert and forum to enhance community relations, reduce violence in our city, uplift our students in MONTGOMERY COUNTY.

Thank you in advance for your time and consideration.
Michelle Browder

Donations are accepted: I AM MORE THAN... is tax deductible . Please make checks payable to
The Montgomery Rescue Mission C/O I AM MORE THAN...

26-1

Tammy Nix

From: antonioparker@charter.net
Sent: Wednesday, April 02, 2014 8:47 AM
To: Donald Mims
Cc: deand@uab.edu
Subject: Meeting with Commisioners on Thursday
Attachments: scanned-image_4_2_2014_8_19_48.pdf

Mr. Mims,

It was a pleasure speaking with you on Monday pertaining to the Health Fair and 5k Run/Walk we are planning for the Centennial Hill area on May 31, 2014. Dr. Derrick Dean spoke with Commissioner Jiles Williams on Monday night on what we are planning for the city of Montgomery. We still didn't get the opportunity to hand deliver Commissioner Williams' letter to him because of conflict with schedules. We are providing you with a flyer as well as all supporting documentation that authenticates what services we are planning to provide at this Health Fair and 5k Run/Walk.

We thank you again and sincerely request that our appeal to meet before the Commissioners this Thursday is approved.

Very Respectfully,
Antonio Parker



05.31.2014

5k Run/Walk & Health Fair

All Ages are Welcome!!!

\$10 Pre-Registration Online until May 28

Race Day Registration: 7:00- 7:45 a.m.

\$15 Race day Registration

Run/Walk begins: 8:00 a.m.

Prizes Awarded to:

Health Fair: 9:00-11:00 a.m.

Overall Female

Course close: 9:00 a.m.

Overall Male

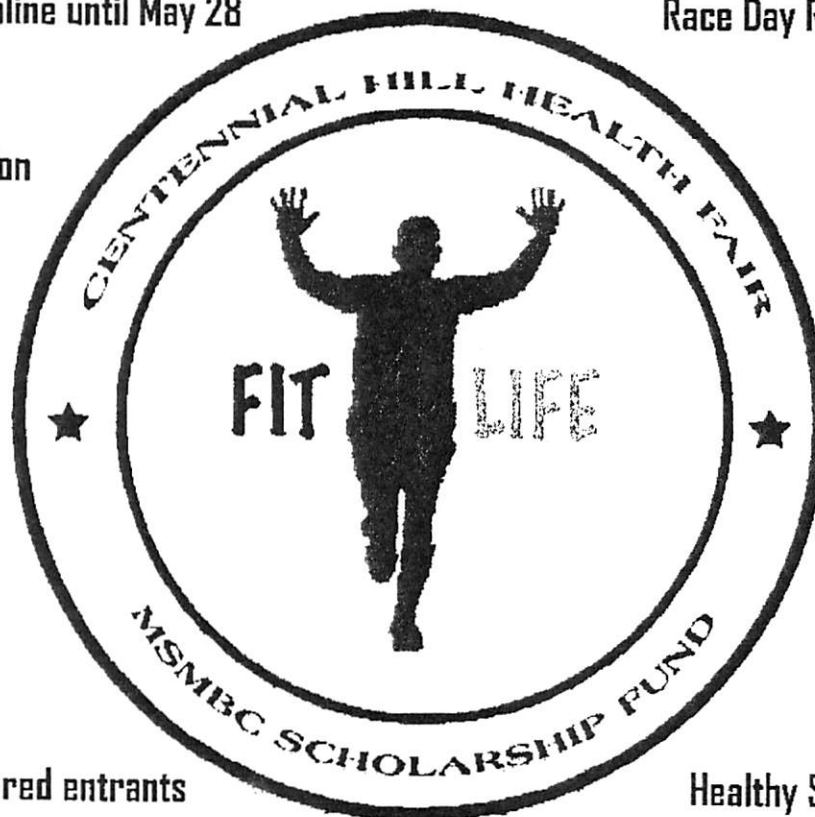
Kids Dash: 9:30 a.m.

Oldest Participant

Youngest Participant

T-shirts for pre-registered entrants

Healthy Snacks: 11:30 a.m.-12:00 p.m.



Register at 642 Maggie Street or

online at <http://isignedup.com/event/17/Fit-for-Life>

Proceeds to benefit Maggie Street Community Development Corporation Scholarship Fund

For Additional Event Information: 334-301-8735

Grand Marshal: Jeno James

- Former Lanier Poet
- Former Auburn Standout
- Former NFL player with the Carolina Panthers and Miami Dolphins



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 11 2007

MAGGIE STREET COMMUNITY DEVELOPMENT
CORPORATION
642 MAGGIE ST
MONTGOMERY, AL 36106

Employer Identification Number:
86-1142924

DLN:

406361025

Contact Person:

DONNA ELLIOT-MOORE

ID# 50304

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

JUNE 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

YES

~~Effective Date of Exemption:~~

JUNE 28, 2005

~~Contribution Deductibility:~~

YES

Advance Ruling Ending Date:

DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

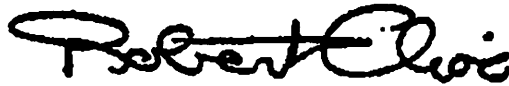
Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1043 (DO/CG)

27-3

MAGGIE STREET COMMUNITY DEVELOPMENT

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

LINE ITEMS		COST
RACE PERMIT	CITY	25
MANAGERIAL FEE	WEBSITE/COURSE/ETC	500
MANAGERIAL FEE	3.50 PER PERSON	1050
T-SHIRTS	8.00 PER SHIRT	2400
AWARDS	4 TOTAL	200
COURSE NECESSITIES	FLUIDS/FRUIT	500
HEALTHY SNACK TO GO		500
TOTAL		5175



Maggie Street Baptist 5k

MMS Event Management agrees to the chip timing/tabulations for a 5K run on May 31st for a fee of \$500 plus \$3.50 per registered participant (min 125). This fee will include course design, course marking, race bibs, timing chips, finish line, finish line chute, PA system and race clock.

After the race the Race Director (RD) will receive a list of all award winners (name, place and time) for the overall and age group categories listed below. They will also receive a complete list of all participants, overall place and times. Within 24 hours, the RD will receive, via email, an Excel spreadsheet with all finishing times, along with an invoice to be paid within 7 days.

**5K Race Categories: Male/Female overall
Oldest and Youngest Participant**

MMS will be on location 60 minutes prior to race start and will leave once race winners have been delivered to the RD.

Responsibilities of Race Director (RD)

MMS is responsible solely for course design, course marking and timing of this event. Race management and registration will be the RD's responsibility. The timing is only as accurate as the registration. If the spreadsheet given to MMS is incorrect, the final results will reflect this. This is neither the responsibility nor the fault of MMS.

Race event insurance is the responsibility of the RD.

Needs

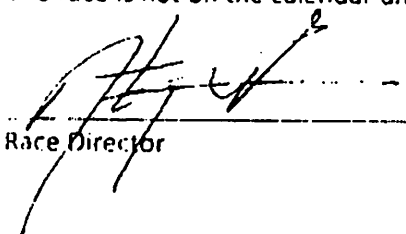
MMS will setup the online registration. We will get the RD the bib numbers assigned to the registrants by noon on Friday for packet pickup. Registration must close 15 minutes prior to race start to allow adequate time to get all the participants in the system.

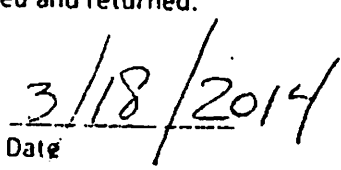
MMS will need electricity. If this is not available, please let us know.

MMS request two (2) entries into the race to be used at the company's discretion.

MMS request permission to post results to the Montgomery MultiSport website.

The race is not on the calendar until this contract is signed and returned.


Race Director


Date



Thank you for your interest in using MMS Race management to support your upcoming 10K, 5K and/or 1 mile event. Below is the pricing structure for our timing.

One race with large finish line:	\$250.00
One race with small finish line:	\$125.00
Additional waves in a race:	\$50.00 per additional wave
Additional timed races:	\$75.00
Cost per participant (min 125):	\$3.50
Course design:	\$150.00
Course mark 1 mile:	\$35.00
Course mark 5K:	\$50.00
Course mark 10K:	\$75.00
Finish chute (150'):	\$100.00
Music and PA:	\$75.00
Mileage (if over 20 miles) per mile:	\$1.00 per mile
Custom bibs:	Contact Hardy
Marketing:	Contact Hardy

For additional information or to obtain a contract (needed to secure the date), please contact Hardy Sellers at hardy@montgomerymultisport.com.

8107 Vaughn Road
Alabama

Montgomery
36116
www.montgomerymultisport.com

27-7



I signed up! Did you?

Search...

[Login](#) [Register](#)[Event List](#)[Event Calendar](#)[Cart](#)[Contact](#)

Fit For Life - Details

[Print Details](#)[Add to calendar](#)Registration for this event
is open from:

Mar 17, 2014 11:00am - May 28, 2014 11:55pm

Where:

Maggie Street Baptist Church, 642 Maggie
Street, Montgomery/AL (US).

Date:

May 31, 2014

Time:

8 00am - 11 00am

[Show Location map](#)

Event description:

Fit for Life 5K presented by the Maggie Street Baptist
Church

May 31, 2014

Starting and finishing at 642 Maggie Street

Online registration through May 28.

Packet Pickup will be race morning beginning at 7am.

Main Menu

[Event List](#)[Event Calendar](#)[Cart](#)[Contact](#)

Events

The Trojan Trek for the
Track 10k/5k/1mi
The Campus of Saint
James, Montgomery ALNick Costes 5k & 10K
Sartain Hall, Troy
University, Troy/AL.

Resurrection Run

27-8

5K road race

Award Categories will be:

Overall top Male and Female,
Youngest Participant

Oldest Participant

Pre-registration \$10, race day \$15

Race start will be at Maggie Street Baptist Church. There is plenty of parking in the general area.

T-shirts given to all pre-registered entrants.

5K start at 8:00am. Awards ceremony will begin following the completion of the race, Health Fair to follow.

Race Day registration begins at 7:00am.

Proceeds to benefit the Maggie Street Baptist Church Scholarship Fund

10k/5k/1mi

Vaughn Forest Church,
Montgomery

Jubilee Run presented
by Alfa Insurance
Old Alabama Town,
Montgomery/AL

Fit for Life
Maggie Street Baptist
Church,
Montgomery/AL

Herron Dermatology
Christmas Eve
Marathon/Half
Marathon/10K/5K/100yd
Flash Mob
Montgomery MultiSport,
Montgomery

Registration options:

Add to cart	Qty	Ticket Name	Ticket Price
☐	1	5K	\$ 10.00

Select registration options and Continue

Event Permit Application

Application Date 3/13/2014 Date Received _____

Name of Organization MAGGIE STREET Community Development Corporation
Non-Profit Yes ☒ No _____ (if yes need articles of Incorporation with book and page number)

Primary Organizer ANTONIO PARKER / DERRICK DEAN Contact Phone 334-294-9065
Date of Birth 4/16/1962

Address 642 MAGGIE ST City Montgomery State AL Zip 36106

Email Address antonio.parker@charter.net Fax 334-416-5034

Event Website Address Race @ montgomery multisport. com

Event Category:

☐ Assembly/Rally ☒ Race/Run/Walk* ☐ Festival ☐ Concert
☐ Block Party * ☐ Performance ☐ Educational ☐ Parade*
☐ Filming/Photography ☒ Other
*Map Required

HEALTH FAIR

Special Event Operations:

Name of Event CENTENNIAL HILL HEALTH FAIR

Location(s) of Event MAGGIE STREET MISSIONARY BAPTIST CHURCH

Day(s) & Date(s) of Actual Event MAY 31, 2014

Estimated Attendance 200 - 300

Event Operating Hours 8:00 A.M. - 12:pm

Set-up Date(s) MAY 31, 2014 Set-up Time(s) 6:00-8:00 (AM) (PM)

Tear down Date(s) MAY 31, 2014 Tear down Time(s) 12:00-1:00 (AM) (PM)

Primary On-Site Contact DERRICK DEAN Mobile 334-221-8692

Special Event Details:

Mission/Purpose of Event MSMBC Scholarship Fund / HEALTHY Lifestyle Kickoff

Describe Event Education on health awareness; demonstration of healthy preparation of food; 5K Run + walk; Free HIV testing, etc.

27-10

City Street, Lane & Sidewalk Closures:

Will any streets or sidewalks need to be fully closed?

Yes _____ No ☒

Will the event involve any street closures?

Yes ☒ No ☒

Will metered parking spaces need to be closed?

Yes _____ No ☒**Alcoholic Beverage Sale & Consumption:**

Will alcohol be served/sold at the event?

Yes _____ No ☒**Food Sales; Merchandise Sales & Vending:**

Will there be any merchandise vendors/sales?

Yes _____ No ☒

Will there be any food or beverage vendors/sales?

Yes _____ No ☒**Fireworks & Open Flames:**

Will fireworks or open flames be used as part of the event?

Yes _____ No ☒

Will private grills be in use for food preparation?

Yes _____ No ☒**Tents, Canopies & Structures:**

Will tents or canopies be used at the event?

Yes _____ No ☒

Number of Tents/Canopies _____ Size of Tents _____

Are any portions of this event held on private property?

Yes _____ No ☒**Electricity:**

Does your event require electricity?

Yes ☒ No _____Source: (generator or existing exterior outlet): exterior outlets**Sanitation:**

Will supplemental waste receptacles required?

Yes _____ No ☒**Portable Restrooms:**

Will portable restrooms be required?

Yes _____ No ☒

Quantity: _____ Installation Date: _____ Removal Date: _____

Location(s): _____

Marketing & Public Relations:

Is this event planned to reoccur on an annual basis?

Yes ☒ No _____

Will the event be publicized – open to the general public?

Yes ☒ No _____

Will banners or signs be used outside the event site?

Yes ☒ No _____

27-11

Application Package Submittal Checklist:

FORMS ATTACHMENTS

☒ Special Event Permit Application ☒ Site Plans/Route Maps if applicable
☐ Neighborhood Petition if applicable
☐ General Liability Insurance if applicable

Submit application and \$25.00 non-refundable permit fee to:

City of Montgomery Special Events Department
Attn: Events Manager
200 Coosa St.
Montgomery, Alabama 36104

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the policies, rules and regulations listed within the City of Montgomery's current **Special Event Handbook** as applicable to all plans and requested usage. The permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the City of Montgomery.

Name of Applicant

ANTONIO PARKER

Signature

[Signature]

Date

3/13/2014

By authority of Section 26-222 of the Code of Ordinances of the City of Montgomery, the requirement of Events Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

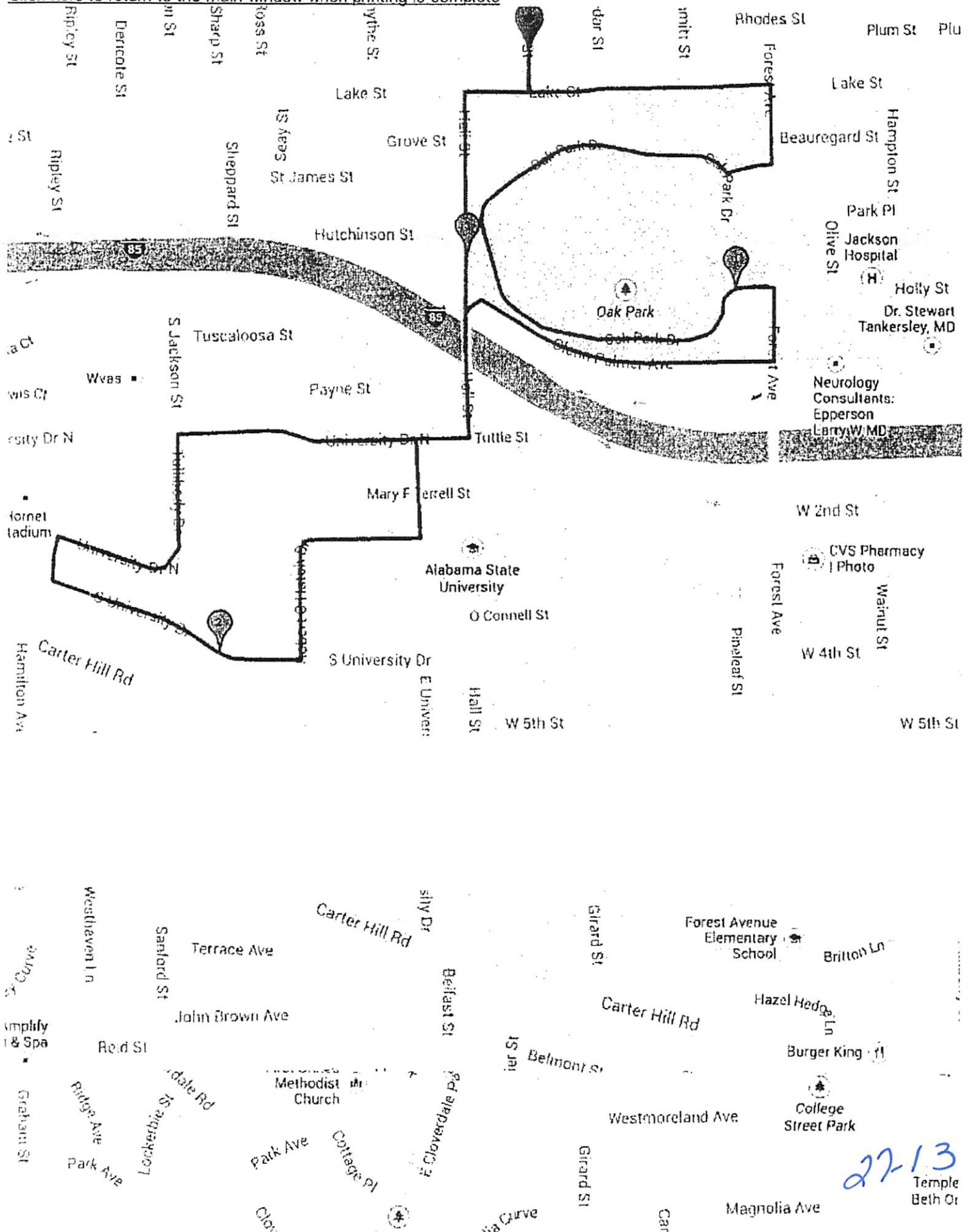
Office Use Only

- a. Police Chief: _____ Date: _____
b. Fire Chief: _____ Date: _____
c. Traffic Engineering: _____ Date: _____
d. General Services Director: _____ Date: _____
e. Street _____
f. Leisure _____
g. Parking _____
h. Special _____
Approved _____
Special Ins _____

RECEIPT	date <u>March 14, 14</u> No. <u>203242</u>	
	received from <u>Antonio Parker</u> <u>\$5.00</u>	
	amount _____	
	for payment of <u>Permit</u>	
	☐ cash ☐ money order ☐ credit card ☒ check # <u>2908</u>	
amount due		
amount paid	<u>\$5.00</u>	from <u>[Signature]</u>
balance		signature _____

SC1152WS

27-12



27-13
Temple
Beth Or



DUNBAR RAMER SCHOOL

56 Naftel Ramer Road

Ramer, AL 36069

(334) 562-3250

Fax (334) 562-3134

February 28, 2014

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

Dear Honorable Elton Dean:

The Dunbar Ramer School Athletic Program has been growing steadily these past few years' thanks in large part to your support and generosity. We have added girls' volleyball, wrestling, and soccer to our program; which gives our students an opportunity to compete in athletics year round.

Unfortunately, we have not managed to raise the money needed to purchase the proper sports equipment to hold AHSAA-sanctioned events at our school. This means that we have to travel to all of our soccer and volleyball games, which are usually 25-30 miles away. The high transportation costs greatly cut into our athletic budget, and it does not allow us to raise the capital we need to buy soccer goals, wrestling mats, and a volleyball apparatus for our gymnasium.

On behalf of our school, I am requesting that the Montgomery County Commission provide us with funding to purchase the sports equipment we need to host future sporting events at our school. An appropriation of \$3000 should cover the costs needed to make this a reality. Dunbar Ramer has an excellent gymnasium that allows us to host basketball games. The South Montgomery community supports our teams with their attendance to these games, and we believe that our residents would support our other sports if they were given the opportunity to attend these events in Ramer.

Again, I am grateful for your continued support to our school and community, and I am looking forward to your response!

Sincerely,

Rod Sellers, Principal
Dunbar Ramer School



Dunbar Ramer School

56 Naftel Ramer Road
Ramer, AL 36069
Phone: 334-562-3250
Fax: 334-562-3134

FAX

To

Name: Donnie
Dept: Montgomery County Commission
Phone number:
Fax number: 334-832-2533

From

Sender's Name:
Angela Williams
Sender's Title:
Bookkeeper/Secretary

Urgent
For Review
Please Comment
Please Reply

Date sent: 2/28/2014
Time sent: 3:17
Of pages including cover page: 2

Message:

Thanks for everything you do for us here at Dunbar Ramer School

28-2

Tammy Nix

From: elloyd46@gmail.com
Sent: Thursday, March 20, 2014 10:16 AM
To: Donald Mims
Cc: tammymix@mc-ala.org
Subject: Commissioner's contributions to ACADV

Donnie,

This is in reference to my request to Commissioner Reed Ingram and Commissioner Dan Harris for a contribution to the Alabama Coalition Against Domestic Violence. Dan asked me to send something to you and he would bring it up to everyone at the next Thursday meeting. In the meantime I will attempt to contact the other commissioners.

The ACADV is a not for profit organization, required by law exist for the purpose directing proceeds from State and Federal appropriations and grants to the approximately twenty shelters for battered women and children around the state. An example of these shelters is the Family Sunshine Center here in Montgomery directed by Karen Sellers.

Any direction or assistance that you can provide will be greatly appreciated.

Lloyd

Sent from Windows Mail

Tammy Nix

From: PH&J Architects <phjarch@bellsouth.net>
Sent: Thursday, April 03, 2014 4:17 PM
To: Donald Mims
Subject: Circuit Clerk Teller Windows and Private Toilet

Importance: High

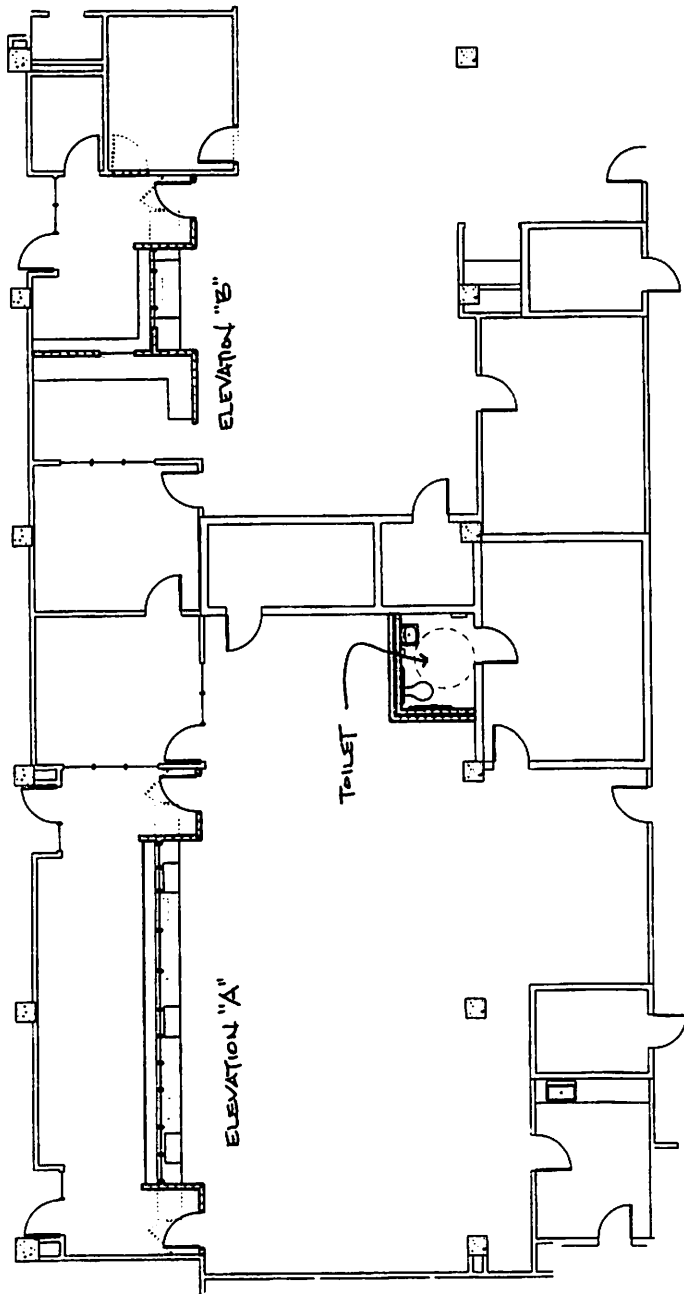
Donnie,

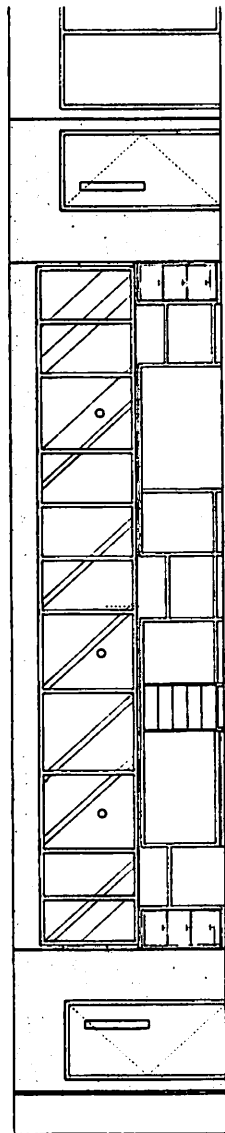
The projected budget for securing the Circuit Clerks teller line is \$50,000.00 to \$60,000.00 and the private toilet would be an additional \$25,000.00. We will have to get back with you as to a schedule, but if the commission is ready to get started, we can assign someone to start preparing documents for the bid package.

Thanks, Patrick Addison and Griffin Harris

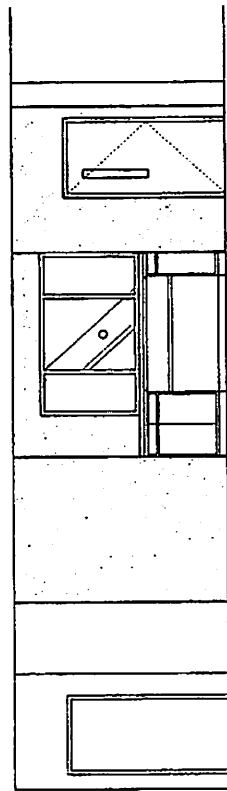


PH&J Architects, Inc
807 S McDonough Street (36104)
PO Box 215 (36101)
Montgomery, AL
Phone 334-265-8781
Fax 334-265-9208

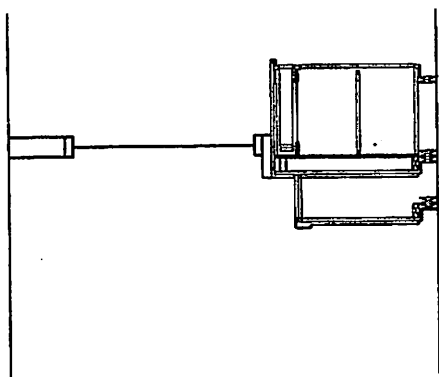




ELEVATION "A"



ELEVATION "B"





STATE OF ALABAMA
ETHICS COMMISSION



MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104

January 21, 2014

COMMISSIONERS

Anthony Humphries, Chair
Dr. Jewell W. Henderson, Vice-Chair
Timothy P. Chinaris, Esq.
Stewart Hill Tankersley, M.D.
Josephine M. Venable

James L. Sumner, Jr.
Director

TELEPHONE (334) 242-2997

FAX (334) 242-0248

WEB SITE: www.ethics.alabama.gov

Montgomery County Commission
Chairman of County Commission
P O Box 1667
Montgomery AL 36102-1667

To: All State, County and Municipal Entities:

Filing 2013 Statement of Economic Interests (SEI) Forms due April 30, 2014

According to our records, all Board and/or Commission Members and Employees, who meet the filing requirements, for your agency/department are required to file a Statement of Economic Interests form each year.

The online Statement of Economic Interests form is now available for submission at our website, www.ethics.alabama.gov. Once again, public officials, employees, former employees, and retirees during the 2013 calendar year should file the SEI form electronically with the Alabama Ethics Commission.

If you have employees that do not have internet access, it is your responsibility to provide them with a copy. You may download the SEI form and instructions from our website. If your entity does not have internet access, please contact our office to request a Statement of Economic Interests form package.

NOTE: A separate letter is being sent regarding the submission of the yearly list of people required to file a SEI form from your entity.

If you have questions or problems please call 334.242.2997 for one of our staff members.

Sincerely,

Barbi Lee, Chief
Finance & Administrative Division

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

I. Scope of Rules.

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

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

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

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

II. Access to Meeting Facilities.

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

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

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

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

III. Quorum.

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

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

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

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

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

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

IV. Presiding Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Order of Business.**

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

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

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

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

INFORMATION SESSION I

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

FORMAL SESSION

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

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

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

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

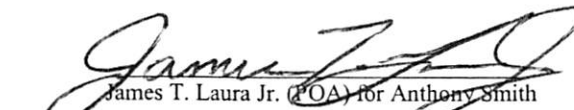
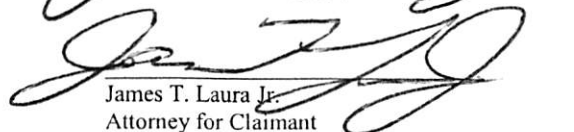
Said claim arises out of an accident that occurred on or about February 21, 2014 in Montgomery, Alabama. On the day of the accident Claimant was a passenger on a Montgomery Transit bus. The bus in question collided with another unknown vehicle as a result of one of the vehicles not obeying the applicable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

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

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

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

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


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

James T. Laura Jr.
Attorney for Claimant

OF COUNSEL:

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

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

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

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

11. Recess to Information Session II

INFORMATION SESSION II

1. Comments from Other Scheduled Attendees

2. Adjourn

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

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

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

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

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

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

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

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

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

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

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

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

VI. Rules of Debate.

A. Decorum.

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

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

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

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

B. Motions.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Motions to Amend.

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

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

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

D. **Motions to Reconsider.**

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

VII. **Voting.**

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

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

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

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

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

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

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

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

VIII. Public Input: Addressing the County Commission.

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

B. Procedure for Public Input.

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

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

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

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

C. Addressing the Commission.

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

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

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

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

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

D. Decorum.

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

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

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

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

IX. Executive Session.

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

X. Committees.

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

XI. Adjournment.

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

Tammy Nix

From: Donald Mims
Sent: Tuesday, April 01, 2014 6:22 PM
To: Tammy Nix
Cc: Donald Mims
Subject: Fwd: MCC Operating Rules
Attachments: MCC Proposed Revisions to Operating Procedures March 2014.doc; ATT00001.htm; MCC Proposed Revisions to Operating Procedures.doc; ATT00002.htm

Thur Memo

Sent from my iPhone

Begin forwarded message:

From: "Daniel Harris" <danharr420@gmail.com>
To: "Donald Mims" <DonaldMims@mc-ala.org>
Subject: Fwd: MCC Operating Rules

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

THIS ELECTRONIC MAIL TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE REVIEW OF THE PARTY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY

RETURN IT TO THE SENDER. UNINTENDED TRANSMISSION SHALL NOT
CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT OR ANY OTHER PRIVILEGE.

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

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

Daniel Harris, Jr.
Attorney at Law, LLC
516 South Perry Street
Montgomery, AL 36104
Phone: (334) 356 8872<<tel:%28334%29%20356%208872>>
FAX: (334) 356 8874<<tel:%28334%29%20356%208874>>

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

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

From: Tyrone Means <tcmeans@meansgillislaw.com<<mailto:tcmeans@meansgillislaw.com>>>
Date: Wed, Mar 26, 2014 at 10:07 AM

Subject: MCC Operating Rules

To: "Dan Harris Jr." <danharr420@gmail.com<<mailto:danharr420@gmail.com>>>

Cc: Tyrone Means <tcmeans@meansgillislaw.com<<mailto:tcmeans@meansgillislaw.com>>>

FYI.

Tyrone C. Means

Means Gillis Law, LLC

60 Commerce Street, Suite 200

P O Box 5058

Montgomery, AL 36103-5058

(334) 270 1033<<tel:%28334%29%20270%201033>>

(334) 260 9396<<tel:%28334%29%20260%209396>> (Fax)

tcmeans@meansgillislaw.com<<mailto:tcmeans@meansgillislaw.com>>

www.meansgillislaw.com<<http://www.meansgillislaw.com/>>

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

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

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

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

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

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

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

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

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

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

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

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

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

Tammy Nix

From: tstrange2@aol.com
Sent: Thursday, April 03, 2014 11:35 AM
To: Donald Mims

Both Reed and Elton have spoken to me relative to the possibility of the City annexing some portion of the County's business park in east Montgomery County. We have briefly looked at the tax numbers and obligations associated with an acquisition but have concerns for the property owners and their expectation of additional taxes and services they will receive. We will not put a fire station at the park's entrance. If the County is desirous of exploring this, please let me know and together we can put a work group in place to weigh the pros and cons both for the City, County and property owners. Thanks Todd

Montgomery County Commission

A County Older Than The State



*Established 1816
Montgomery, Alabama*

Resolution

WHEREAS, the Montgomery County Commission opened the Montgomery Industrial Park, just north of I-85, on October 2, 2006; and

WHEREAS, in an effort to increase services and to improve ISO ratings, the Montgomery County Commission is requesting that the City of Montgomery annex a portion of the Montgomery Industrial Park into its jurisdiction; and

WHEREAS, the legal description of the property is depicted on Exhibit A attached hereto along with a map of said property,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby petition the City of Montgomery to annex the above stated real property into the corporate boundaries of the City of Montgomery.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 21st day of January, 2014.

A handwritten signature in cursive script, reading "Elton N. Dean, Sr.", positioned above the printed name of the Chairman.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DANIEL HARRIS, JR.

COMMISSIONER REED INGRAM

COMMISSIONER JILES WILLIAMS, JR.

34-2

EXHIBIT A

BEGIN AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN S 89°49'49" W, 706.38 FEET TO A POINT; THENCE RUN N 01°17'33" W, 211.07 FEET TO A POINT; THENCE RUN S 88°42'27" W, 528.14 FEET TO A POINT; THENCE RUN S 17°22'27" W, 233.48 FEET TO A POINT; THENCE RUN S 07°07'51" E, 214.89 FEET TO A POINT; THENCE RUN S 01°30'25" E, 12.50 FEET TO A POINT; THENCE RUN S 01°05'06" E, 127.28 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY OF INTERSTATE 85 (ROW VARIES); THENCE RUN ALONG SAID NORTH RIGHT OF WAY N 81°14'13" W, 718.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE RUN ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 11630.16 FEET, A CHORD OF N 82°03'54" W, 381.51 FEET TO A POINT LYING IN SAID CURVE; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN N 01°27'42" E, 4550.00 FEET TO A POINT; THENCE RUN N 55°30'14" E, 2873.26 FEET TO A POINT; THENCE RUN S 88°19'42" E, 1069.69 FEET TO A POINT; THENCE RUN S 00°10'06" E, 264.99 FEET TO A POINT; THENCE RUN S 01°27'42" E, 3159.09 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 12, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN S 89°54'41" W, 1253.32 FEET TO A POINT; THENCE RUN S 00°34'11" E, 421.58 FEET TO A POINT; THENCE RUN S 00°14'27" E, 104.33 FEET TO A POINT; THENCE RUN S 00°08'10" W, 104.23 FEET TO A POINT; THENCE RUN S 00°16'36" E, 401.66 FEET TO A POINT; THENCE RUN S 01°17'43" E, 1611.77 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTIONS 12,13 AND THE EAST HALF OF SECTION 14, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 364.94 ACRES MORE OR LESS.

LESS AND EXCEPT:

Begin at a point marking the Northeast corner of Lot A, according to the Map of Montgomery Industrial Park Plat No. 9, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 54, at Page 81;

Thence Southeasterly along the prolongation of the North line of said Lot A to a point where it intersects the East line of Section 12, Township 16 North, Range 19 East;

Thence run North along said East line to a point where it intersects the West R.O.W. of Wares Ferry Road;

Thence Northerly along said West R.O.W. to a point marking the Southeast corner of Lot 1, according to the Map of Montgomery Ready Mix Plat No. 1, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 47, at Page 162.

Thence run N 88° 19' 42" W, a distance of 1069.69 feet;

Thence run S 55° 30' 14" W, a distance of 2873.26 feet;

Thence run S 01° 27' 42" W, to a point marking the Northeast corner of Lot 16, Block L, according to the Corrected Map of Stoneybrooke Plat No. 3, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51, at Page 140;

Thence leaving said Northeast corner of Lot 16, Block L, run Northeasterly to a point lying on the Western boundary of Lot 14, according to the Map of Montgomery Industrial Park Plat No. 7, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 156. Said point being S 52° 05' 41" W, 180.95 feet from the Northern most corner of said Lot 14;

Thence run N 52° 05' 41" E, a distance of 180.95 feet to the Northern most corner Lot 14, according to the Map of Montgomery Industrial Park Plat No. 7, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 156;

Thence run S 42° 42' 39" E, a distance of 670.36 feet to a point on the West R.O.W. of Industrial Park Boulevard;

Thence Northeasterly along the West R.O.W. of said Industrial Park Boulevard to a point marking its Northwest terminus as shown on the Map of Montgomery Industrial Park Plat No. 9, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 54, at Page 81;

Thence run S 77° 23' 31" E, a distance of 80.18 feet;

Thence continue S 77° 23' 31" E, a distance of 1043.44 feet to the Point of Beginning.

Said described property lying and being situated in Section 12, Township 16 North, Range 19 East, Montgomery County, Alabama and contains 100.1 acres, more or less.

ALSO LESS AND EXCEPT:

Commence at a concrete monument lying at the Southeast Corner of Section 12, T-16-N, R-19-E, Montgomery County, Alabama; Thence run N 90°00'00" W, 2392.22 feet to a point; Thence run N 00°00'00"E, 53.94 feet to a point lying on the north right of way of John Knight Close (80' ROW), said point being the Point of Beginning; Thence from said Point of Beginning, continue along said north right of way, N 82°20'43" W, 557.47 feet to a point of curvature; Thence run along said right of way and said curve (concave northerly, R=20'), a chord of N 55°34'05" W, 18.02 feet to a point of curvature; Thence continue along said right of way and said curve (concave southwesterly, R=81.0'), a chord of N 35°05'26" W, 17.78 feet to a point; Thence leave said right of way and run N 06°23'57" E, 729.00 feet to a point; Thence run S 82°20'43" E, 656.51 feet to a point; Thence run S 65°30'33" E, 76.95 feet to a point lying in a curve on the west right of way of Industrial Park Boulevard (80' ROW); Thence run along said west right of way and said curve (concave easterly, R=900.0'), a chord of S 15°26'43" W, 283.00 feet to a point; Thence continue along said right of way, S 06°23'57" W, 347.43 feet to a point; Thence run S 52°01'37" W, 139.86 feet to the Point of Beginning.

Said described property lying and being situated in the South Half of Section 12, T-16-N, R-19-E, Montgomery County, Alabama, and contains 11.776 Acres (512,952 S.F.), more or less (a/k/a Lot 4).

ALSO LESS AND EXCEPT THE FOLLOWING PLATTED LOTS:

Lot 10, according to the Map of Montgomery Industrial Park Plat No. 2, as said map is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 50, at Page 37.

Lot 12, according to the Map of Montgomery Industrial Park Plat No. 6, as said Map appears of record in the office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 44.

Lot 11 of the Map of Montgomery Industrial Park Plat No. 5, as the Map of same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 45.

Lot 2 of Montgomery Industrial Park Plat No. 8, as the Map of same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 53, at Page 27.

Lot 1, according to the Map of Montgomery Industrial Park Plat No. 1, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 50, at Page 14.

Lot 14, according to the Map of Montgomery Industrial Park Plat No. 7, as the Map of same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 156.

Lot 14, according to the Map of Montgomery Industrial Park Plat No. 3, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 1

Lot A, according to the Map of Montgomery Industrial Park Plat No. 9, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 54, at Page 81.

Industrial Park Properties

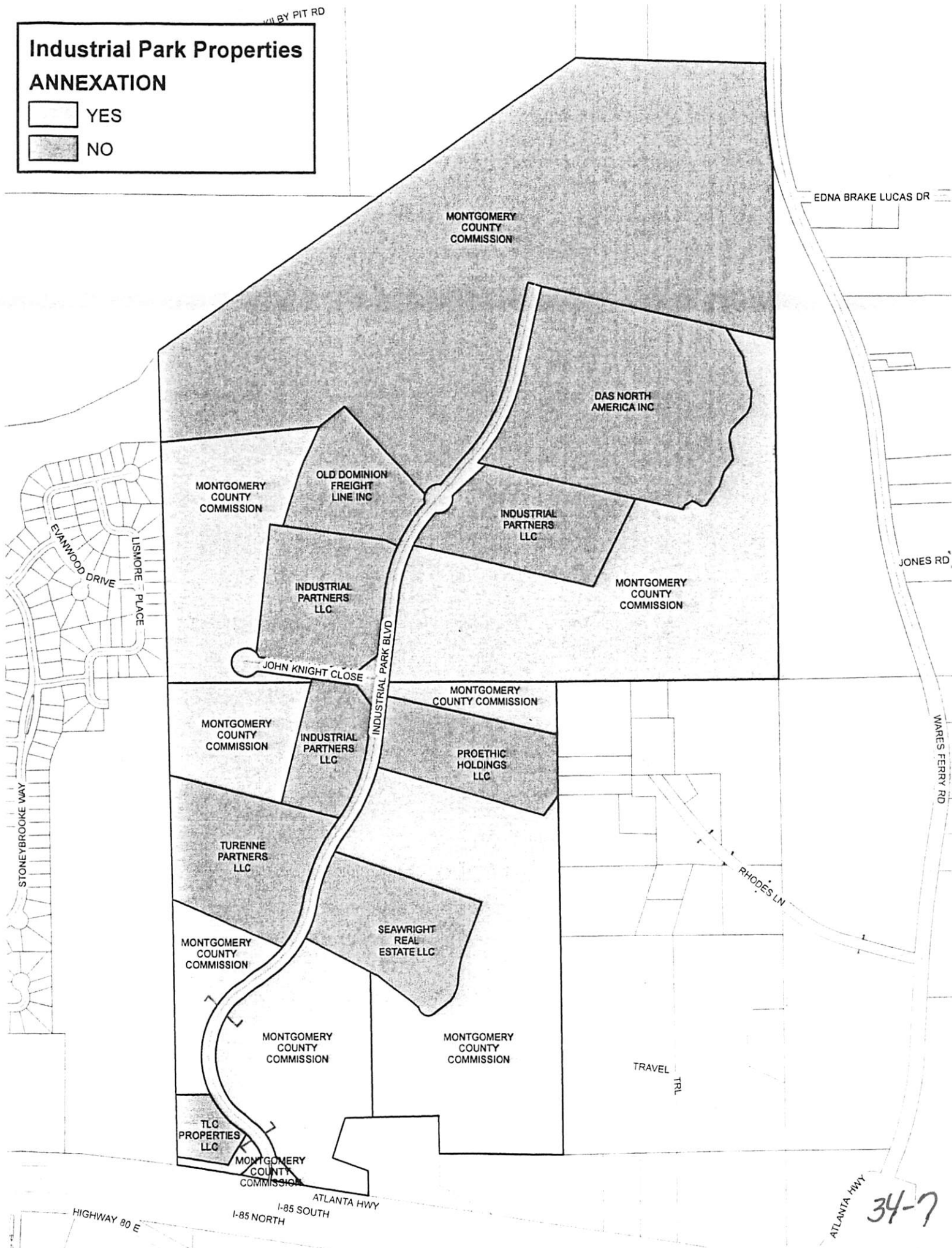
ANNEXATION



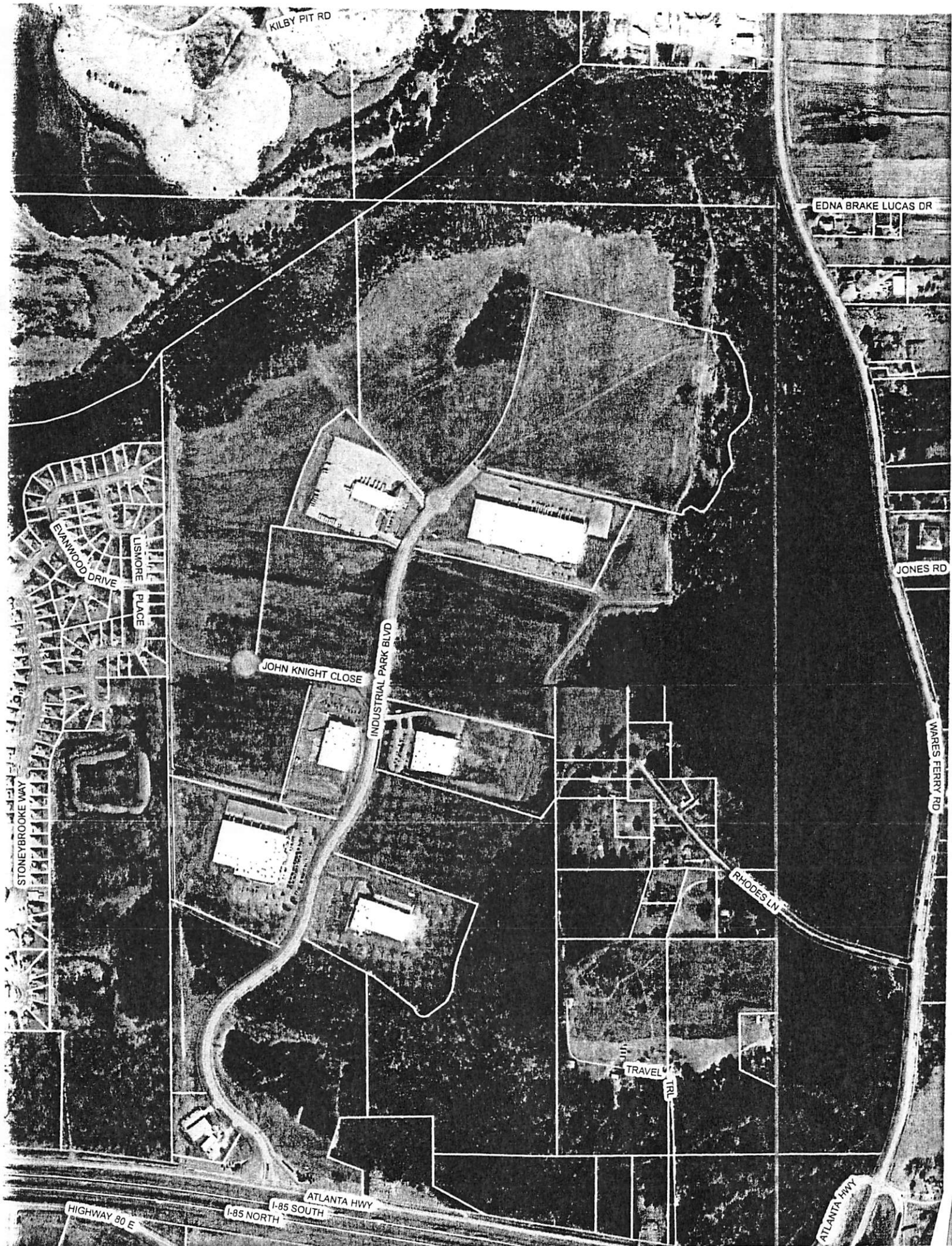
YES



NO



34-7



**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
April, May, June 2014**

Agenda: April 7, 2014

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>APRIL, 2014</u>				
51901-12B-010 (Bid)	Paint & Paint Supplies	Support Services	Glidden Paint	April 30, 2014
<u>MAY, 2014</u>				
57202-12B-006	Drug Test Equip & Svc	Detention Facility	Siemens Healthcare	May 1, 2014
52200-13B-007 (Renewable)	Inmate Laundry Service	Detention Facility	CLS Service	May 31, 2014
52200-13B-008 (Renewable)	Hygiene Admission Kits	Detention Facility	American Amenities	May 31, 2014
53000-13B-011 (Renewable)	Crushed Stone	Engineering	S.E. Materials Dunn Const. APAC	May 31, 2014
<u>JUNE, 2014</u>				
53000-12B-013 (Renewable)	Plant Mix	Engineering	Wiregrass Construction	June 14, 2014
51901-12B-010 (Renewable)	Air Filters & Service	Support Service	Filter Services of Alabama	June 30, 2014

51901-13B-014 (Renewable)	Rental of Uniforms	Support Service Engineering	G & K Services	June 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)

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	\$3,253,940.98	\$3,105,048.69	148,892	4.80%	\$3,079,066.03	\$3,087,512.76	\$2,899,346.96	\$3,191,708.22	\$3,386,161.28	\$3,516,665.11	\$3,410,362.42	\$3,196,826.00	\$2,980,166.00
NOVEMBER	\$3,227,375.17	\$3,134,538.48	92,837	2.96%	\$2,992,828.13	\$2,940,315.26	\$2,835,012.76	\$3,066,326.48	\$3,369,061.41	\$3,354,320.41	\$3,327,562.76	\$3,132,900.48	\$2,836,529.00
DECEMBER	\$3,291,228.12	\$3,263,064.64	28,171	0.86%	\$3,117,297.29	\$2,981,340.87	\$2,918,331.65	\$2,990,679.76	\$3,447,637.03	\$3,316,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,565,396.45	\$3,919,183.42	(60,787)	-1.55%	\$3,914,302.68	\$3,953,758.63	\$3,697,271.38	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.62	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,918,926.11	\$3,014,487.73	(95,562)	-3.17%	\$2,956,361.26	\$2,856,026.68	\$2,840,648.74	\$2,972,561.08	\$3,163,391.51	\$3,379,040.47	\$3,285,713.91	\$3,064,230.18	\$2,926,065.00
MARCH	\$3,389,717.29	\$3,094,307.68	305,410	9.87%	\$3,220,436.70	\$3,071,047.18	\$3,043,633.87	\$3,003,250.85	\$3,277,803.63	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL		\$3,683,428.14	(3,683,428)	-100.00%	\$3,551,826.29	\$3,422,170.26	\$3,603,840.63	\$3,269,886.69	\$3,606,145.22	\$3,866,834.66	\$3,664,084.49	\$3,619,620.00	\$3,361,361.00
MAY		\$3,287,020.65	(3,287,021)	-100.00%	\$3,191,531.61	\$3,134,129.35	\$3,115,779.99	\$3,128,466.24	\$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%	\$3,262,618.88	\$3,148,961.63	\$3,047,439.84	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,476,146.70	\$3,309,665.46	\$3,121,984.00
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	\$3,619,565.24	\$3,654,031.38	\$3,097,146.00
AUGUST		\$3,152,143.63	(3,152,144)	-100.00%	\$3,126,172.74	\$2,990,216.24	\$3,055,054.29	\$3,008,383.68	\$3,242,314.28	\$3,356,083.13	\$3,352,803.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,296,056.53	(3,296,057)	-100.00%	\$3,207,049.66	\$3,126,695.33	\$2,988,779.27	\$3,061,663.69	\$3,609,055.19	\$3,500,110.08	\$3,491,333.76	\$3,359,480.00	\$3,066,193.00
Year to Date	\$19,949,682.10	\$19,530,920.52	418,962	2.15%	\$38,902,149.98	\$37,982,579.29	\$37,066,399.57	\$37,923,690.91	\$41,507,394.96	\$42,794,677.47	\$42,047,677.58	\$40,657,328.25	\$37,378,553.00
FY TOTALS		\$38,478,485.48											

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.

--NOTE: March 2013 Collections Did Not Include Extraordinary Receipts For S&U Taxes Collected In March 2013 Of \$21,343.54 (or 60% of \$35,572.56) For Occasional Prior ID#42400.

**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	\$3,280,218.93	\$3,142,293.68	137,926 4.39%	\$3,105,077.66	\$3,120,218.87	\$2,939,534.46	\$3,191,706.22	\$3,386,161.28	\$3,616,666.11	\$3,410,352.42	\$3,195,825.00	\$2,980,166.00
NOVEMBER	\$3,360,233.90	\$3,189,307.86	170,926 5.36%	\$3,011,716.16	\$2,976,286.71	\$2,850,712.59	\$3,066,325.46	\$3,359,061.41	\$3,364,320.41	\$3,327,662.78	\$3,132,900.48	\$2,896,629.00
DECEMBER	\$3,302,663.69	\$3,272,129.39	30,434 0.93%	\$3,149,620.65	\$3,041,441.83	\$2,863,389.45	\$2,990,679.76	\$3,447,637.00	\$3,316,241.33	\$3,296,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,866,244.98	\$3,931,474.14	(66,229) -1.66%	\$3,942,439.37	\$3,872,325.62	\$3,707,672.59	\$3,948,060.22	\$4,236,610.44	\$4,471,028.60	\$4,340,309.52	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,939,661.95	\$3,049,192.57	(109,541) -3.69%	\$2,987,316.00	\$2,893,610.33	\$2,848,671.98	\$2,972,661.06	\$3,163,391.61	\$3,379,040.47	\$3,295,713.91	\$3,064,230.18	\$2,926,066.00
MARCH	\$3,426,661.88	\$3,131,421.86	296,230 9.43%	\$3,237,956.70	\$3,068,921.29	\$3,061,962.18	\$3,003,260.86	\$3,277,803.63	\$3,331,986.46	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL		\$3,699,624.70	(3,699,626) -100.00%	\$3,676,184.32	\$3,466,127.04	\$3,628,398.01	\$3,269,986.69	\$3,606,146.22	\$3,866,834.66	\$3,664,084.49	\$3,618,620.00	\$3,361,361.00
MAY		\$3,299,131.70	(3,299,132) -100.00%	\$3,231,144.68	\$3,293,662.01	\$3,146,604.02	\$3,128,466.24	\$3,324,691.90	\$3,463,717.40	\$3,446,697.36	\$3,610,600.00	\$3,177,636.00
JUNE		\$3,346,464.43	(3,346,464) -100.00%	\$3,320,667.09	\$3,216,941.38	\$3,088,242.43	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,476,149.70	\$3,309,665.46	\$3,121,984.00
JULY		\$3,349,663.44	(3,349,663) -100.00%	\$3,334,791.63	\$3,289,629.43	\$3,171,968.28	\$3,209,283.98	\$3,338,066.40	\$3,627,299.60	\$3,618,669.24	\$3,564,031.38	\$3,097,146.00
AUGUST		\$3,163,063.76	(3,163,064) -100.00%	\$3,160,849.41	\$3,136,660.82	\$2,942,105.45	\$3,008,383.68	\$3,242,314.28	\$3,366,083.13	\$3,352,803.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,292,477.17	(3,292,477) -100.00%	\$3,232,972.67	\$3,183,462.26	\$3,028,207.68	\$3,126,963.16	\$3,609,066.19	\$3,600,110.08	\$3,491,333.76	\$3,369,460.00	\$3,066,193.00
Year to Date	\$20,176,666.23	\$19,716,819.60	460,847 2.33%	\$39,280,734.22	\$38,679,489.69	\$37,188,367.02	\$37,888,990.48	\$41,607,394.86	\$42,784,677.47	\$42,047,677.68	\$40,667,328.26	\$37,378,663.00

FY TOTALS \$39,756,124.69

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)

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	\$2,140,563.20	\$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	\$2,228,755.88	\$2,241,537.84	\$2,232,173.90	\$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	\$2,556,949.92	\$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	\$1,944,321.08	\$1,988,248.59	(23,928)	-1.22%	\$1,948,806.50	\$1,864,357.48	\$1,852,039.84	\$1,981,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH	\$2,243,986.50	\$2,022,402.12	221,584	10.98%	\$2,130,409.15	\$2,018,325.73	\$1,987,878.13	\$1,982,089.88	\$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	\$2,251,980.23	\$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	\$2,076,413.33	\$2,035,714.92	\$2,085,538.64	\$2,212,009.37	\$2,280,604.35	\$2,364,163.45	\$2,324,786.28
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	\$2,043,687.02	\$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	\$1,986,633.51	\$1,986,118.81	\$2,154,915.80	\$2,231,903.25	\$2,203,972.55	\$2,086,875.08
SEPTEMBER		\$2,183,146.41	(2,183,146)	-100.00%	\$2,101,559.77	\$2,063,636.49	\$1,953,355.70	\$2,022,316.76	\$2,332,187.51	\$2,342,155.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$13,180,881.12	\$12,841,136.16	339,745	2.65%	\$25,755,001.56	\$24,925,285.72	\$24,236,067.24	\$25,249,585.44	\$27,599,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37
FY TOTALS		\$25,989,089.80										

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.

--NOTE: March 2013 Collections Did Not Include Extraordinary Receipts For S&U Taxes Collected In March 2013 Of \$14,228.02 (or 40% of \$35,572.56) For Occasional Filer ID#42400.

36-3

**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	\$2,338,878.89	\$2,299,674.28	\$2,130,481.55
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	\$2,175,898.07	\$2,161,032.89	14,866	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	\$2,816,927.80	(53,897)	-2.08%	\$2,668,032.94	\$2,569,227.92	\$2,433,584.56	\$2,620,917.55	\$2,811,428.31	\$2,987,724.05	\$2,984,555.09	\$2,817,342.78
FEBRUARY	\$1,930,503.86	\$1,991,385.15	(60,881)	-3.08%	\$1,969,442.33	\$1,889,546.68	\$1,857,388.66	\$1,981,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.89
MARCH	\$2,261,069.69	\$2,074,146.97	186,923	9.01%	\$2,142,089.15	\$2,036,908.47	\$2,000,097.00	\$1,982,069.68	\$2,173,216.54	\$2,203,462.52	\$2,219,023.74	\$2,111,735.34
APRIL		\$2,360,555.16	(2,360,555)	-100.00%	\$2,352,399.16	\$2,275,882.01	\$2,312,488.34	\$2,153,195.40	\$2,319,623.54	\$2,552,776.74	\$2,510,846.03	\$2,384,489.02
MAY		\$2,199,460.97	(2,159,461)	-100.00%	\$2,117,857.60	\$2,181,768.43	\$2,086,197.60	\$2,065,538.64	\$2,212,009.37	\$2,280,604.35	\$2,364,163.45	\$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%	\$2,096,370.72	\$2,056,472.99	\$1,921,334.27	\$1,986,118.81	\$2,164,915.80	\$2,231,903.25	\$2,203,972.55	\$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	\$2,085,648.81	\$2,332,187.61	\$2,342,155.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$13,300,236.53	\$12,976,445.31	323,791	2.50%	\$25,999,521.41	\$25,354,462.27	\$24,344,285.23	\$25,293,116.49	\$27,598,608.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

FY TOTALS \$26,185,399.48

36-4

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	\$173,369.88	\$110,354.05	\$63,015.83	57.10%	\$112,071.38	\$110,488.53	\$79,825.91	\$65,773.76	\$69,418.38	\$72,734.13	
MARCH	\$202,573.31	\$120,791.88	\$81,781.33	67.70%	\$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%	\$155,698.79	\$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	\$943,346.73	\$611,356.06	\$211,998.69	34.55%	\$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, 2008 Through November 30, 2010.

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

March 2014 Collections Shown Above Are Net of \$538.86 Audits. February 2014 Collections Including Audits Totaled \$203,112.17

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 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%	\$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%	\$131,109.74	\$140,959.08	\$138,649.82	\$149,345.81	\$170,906.01	\$140,764.99	\$139,303.09
DECEMBER	\$119,369.29	\$119,209.28	\$160.01	0.13%	\$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	4.19%	\$134,824.20	\$133,168.99	\$132,710.13	\$137,632.24	\$145,554.52	\$143,017.17	\$140,807.20
FEBRUARY	\$116,262.54	\$120,575.79	-\$4,313.25	-3.58%	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.64	\$121,357.94	\$128,331.93	\$131,563.01
MARCH	\$113,158.87	\$116,366.70	-\$3,207.83	-2.76%	\$122,760.76	\$122,181.42	\$127,836.30	\$128,748.15	\$148,483.12	\$130,888.28	\$132,255.94
APRIL		\$132,760.62	-\$132,760.62	-100.00%	\$140,254.46	\$131,464.61	\$143,892.83	\$121,070.37	\$147,331.92	\$146,760.44	\$148,737.03
MAY		\$128,976.92	-\$128,976.92	-100.00%	\$139,372.47	\$134,069.49	\$134,662.63	\$130,277.77	\$135,435.46	\$143,760.38	\$142,563.23
JUNE		\$135,036.74	-\$135,036.74	-100.00%	\$136,630.67	\$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%	\$137,671.94	\$135,859.21	\$133,863.13	\$136,888.87	\$150,335.37	\$146,221.33	\$134,076.13
AUGUST		\$134,598.24	-\$134,598.24	-100.00%	\$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%	\$135,878.23	\$140,923.91	\$137,251.76	\$109,068.03	\$152,883.09	\$157,462.84	\$140,568.55
Year to Date	\$733,956.10	\$722,264.74	\$11,691.36	1.62%	\$1,588,295.07	\$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

NOTES:

March 2014 - February 2014 Gasoline Return For ID#20111 Was Not Filed Or Remitted In March 2014 (Apparently Mailed To Wrong PO Box). Based On Follow Up Contact Made As Of 3/31/14 Amount Due Totals Approx. \$3,890.00 Which Had This Been Received Timely March 2014 Collections Would Have Shown Positive Increase Of Approx. +0.41% For MTD And +2.15% For FYTD As Of 3/31/14.

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

STATISTICAL REPORT FOR MARCH 2014

Federal Prisoners Received	7
Federal Prisoner Carryovers from Previous Month	51
Total Federal Inmate Days	1410

State Inmates Received	402
State Inmate Carryovers from Previous Month	479
Total State Inmates in Facility this Month	881
Total Carryovers to Next Month	528
Total State Inmate Days	14,542

Total Inmates (State and Federal Combined)	939
Total Inmate Days (State and Federal Combined)	15,952

* Average Daily Population	<u>515</u>
----------------------------	------------

Total Days Billed to the State	14,542
Amount Charged to the State	\$25,448.50
Sheriff's Allowance	\$348.75
Total Charged to the State	\$25,797.25

Total Spent for Food this Month	\$36,725.54
Amount Over Allowance	\$36,376.79
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$2.30

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & D.T. Marshall Sheriff ofMontgomery County.

For feeding prisoners in the jail of said county during the month of

March, 2014

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	477					477	\$ 834.75	\$ 11.25
2	485					485	\$ 848.75	\$ 11.25
3	493					493	\$ 862.75	\$ 11.25
4	488					488	\$ 854.00	\$ 11.25
5	486					486	\$ 850.50	\$ 11.25
6	486					486	\$ 850.50	\$ 11.25
7	482					482	\$ 843.50	\$ 11.25
8	483					483	\$ 845.25	\$ 11.25
9	477					477	\$ 834.75	\$ 11.25
10	467					467	\$ 817.25	\$ 11.25
11	467					467	\$ 817.25	\$ 11.25
12	483					483	\$ 845.25	\$ 11.25
13	478					478	\$ 836.50	\$ 11.25
14	464					464	\$ 812.00	\$ 11.25
15	463					463	\$ 810.25	\$ 11.25
16	461					461	\$ 806.75	\$ 11.25
17	467					467	\$ 817.25	\$ 11.25
18	463					463	\$ 810.25	\$ 11.25
19	465					465	\$ 813.75	\$ 11.25
20	446					446	\$ 780.50	\$ 11.25
21	461					461	\$ 806.75	\$ 11.25
22	453					453	\$ 792.75	\$ 11.25
23	455					455	\$ 796.25	\$ 11.25
24	457					457	\$ 799.75	\$ 11.25
25	453					453	\$ 792.75	\$ 11.25
26	454					454	\$ 794.50	\$ 11.25
27	461					461	\$ 806.75	\$ 11.25
28	466					466	\$ 815.50	\$ 11.25
29	462					462	\$ 808.50	\$ 11.25
30	466					466	\$ 815.50	\$ 11.25
31	473					473	\$ 827.75	\$ 11.25
Total	14542	0	0	0	0	14542	\$ 25,448.50	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 25,448.50

SSN: _____ Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 25,797.25

Affadavit of the Sheriff before Notary Public
 The State of Alabama Montgomery County

Before me

Notary Public, personally appeared

Montgomery County Commission & D.T. Marshall
 makes oath that the within account for
 that no part here of has been paid.

Sheriff of said County, who being by me sworn,
25797.25 Dollars is correct and

Sworn to and subscribe before me this

2nd

day of

April, 2014

Sheriff Signature

Notary Public Signature

37-2

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

U.S. Marshals Service
One Church Street, Suite A-100
Montgomery, AL 36104
Attn: Debi Brewer

DATE VOUCHER PREPARED

April 2, 2014

SCHEDULE NO.

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)

QUAN-
TITY

UNIT

COST

PER

AMOUNT (1)

March Jail Bill	3-01-14 thru 3-31-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1410	\$48.00	Day	\$67,680.00
-----------------	----------------------------	---	------	---------	-----	-------------

Submitted by:

D J M andelf

(Use continuation sheets) if necessary)

(Payee must NOT use the space below)

TOTAL

\$67,680.00

PAYMENT:

- ☐ PROVISIONAL
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR

= \$

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY (2)

Amount verified; correct for

TITLE

(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.

37-3

