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REED INGRAM
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A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

MONTGOMERY COUNTY COMMISSION

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



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July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

County offices will be closed Friday, July 4, 2014 in observance of Independence Day.

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

Waived Rules Items to Consider for July 7, 2014

Consider Budget Change Requests (8)

- 2-1 Detention Facility – Request Number 1
 - 2-2 Emergency Communications District Board – Request Number 1
 - 2-3 Engineering Department – Request Number 9
 - 2-4 Revenue Commissioner's Office – Request Number 3
 - 2-5 Sheriff's Department – Request Number 3
 - 2-6 Tax & Audit Department – Request Number 1
 - 2-7 Probate Judge's Office – Request Number 9
 - 2-8 Probate Judge's Office (Elections) – Request Number 10
- 3-1 Consider Acceptance of Proposal from Environmental Materials Consultants, Inc. regarding Lead Clearance Monitoring concerning the Greil Mansion and Approve a Budget of \$1,700, County Commission.

Montgomery County Commission

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July 3, 2014

- 4-1 Consider Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc., for the Youth Facility Project concerning Fire Alarm System Replacement, County Commission
- 5-1 Consider Additional Step Increase with Promotional Pay Increase for Clerk III, Personnel Department
- 6-1 Consider Appropriation in the amount of \$5,000 to The Samaritan Counseling Center, Inc. The City of Montgomery has pledged \$2,500 **(See Attached Minutes from February 18, 2014 and May 5, 2014 County Commission meetings.)**

Items to Consider for July 21, 2014 Agenda

- 7-1 Consider Public Hearing regarding Proposed Economic Development Incentive concerning Stivers Ford Lincoln, Inc., and Related Resolution Authorizing the Project Development Agreement, County Commission
- 8-1 Consider 2013 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements and Related Resolution, Revenue Commissioner's Office **(Enclosed in this packet is Revenue Commissioner Buskey's List of Insolvents, Errors, and Taxes in Litigation)**
- 9-1 Consider Public Hearing regarding Eastwood Villa Housing Rehabilitation Project Number CY-CM-RR-12-005 and Related Amendment to the Project, County Commission
- 10-1 Consider Additional Funding to CH2M Hill not to exceed \$29,000 (60/40 Split of \$71,000 with the City of Montgomery) for the Montgomery Downtown Environmental Project, County Commission
- 11-1 Consider the 2014-2015 Annual Community Corrections Plan, Community Corrections
- 12-1 Consider Proposal from Norment Security Group regarding Montgomery County Courthouse Duress Alarms System Upgrade, County Commission
- 13-1 Consider Board Member Appointment to the Pine Level Water Authority, County Commission
- 14-1 Consider Resolution and Letter of Intent for Resurfacing of Mount Zion Road (6.328 Miles), Project No. MCP 51-76-15, Engineering Department
- 15-1 Consider Bid Award for Janitorial Services, Bid No. 51901-14B-012, Support Services
- 16-1 Consider Contract Amendment 2 for Pest Control Services for County Buildings, Contract Number 51100-13B-024, County Commission

Personnel Actions

- 17-1 **New Request:** Copy of Position Fill Request for Court Security Officer, Position Number 156, Sheriff's Office
- 18-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (5)
- (1) Corrections Officer Trainee/Corrections Officer, Position Number 19
 - (2) Corrections Officer Trainee/Corrections Officer, Position Number to be determined
 - (3) Corrections Officer Lieutenant, Position Number 154
 - (4) Corrections Officer Sergeant, Position Number to be determined
 - (5) Corrections Officer Corporal, Position Number to be determined
- 19-1 **New Request:** Copy of Position Fill Request for Juvenile Detention Officer, Position Number 900300017, Youth Facility

General Information

- 20-1 Copy of Report from Environmental Materials Consultants, Inc., regarding Asbestos Survey and Lead Paint Testing at the Greil Mansion
- 21-1 Copy of Memorandum from Chief Information and Technology Officer Lou Ialacci regarding Time and Attendance Software System
- 22-1 Copy of Letter from Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission regarding Board Member Appointment to the Rural Planning Organization of Central Alabama (RPOCA), County Commission
- 23-1 Copy of Memorandum from Finance Director Sherrill Thomas regarding County Mail Room Vehicle
- 24-1 Copy of 2015 Budget Calendar
- 25-1 Copy of Letter from Montgomery Area Chamber of Commerce Foundation requesting Funding in the Amount of \$25,000 for the Building of Freedom Park at Maxwell-Gunter AFB (**Copy of Brochure is included in your packet**)
- 26-1 Copy of Proposal from Alabama State University Gifted Gardeners Organization
- 27-1 Copy of Email from American Cancer Fund for Children requesting a Proclamation recognizing September as Childhood Cancer Awareness Month in Montgomery County
- 28-1 Copy of Letter from Executive Director Lucile Waller with Cancer Wellness Foundation of Central Alabama requesting Funding for the Program

- 29-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 30-1 Copies of Revenue Reports for June 2014 from Tax and Audit Department
- 31-1 Copy of Census and Fiscal Report for June 2014 for Community Corrections
- 32-1 Copies of Detailed Accounts Payables, paid 6/13/14, 6/20/14 and 6/27/14; subject to the County Commission approval

Previous Requests for Funding (No Attachments)

Request from County Extension Coordinator Jimmy Smitherman requesting Funding in the amount of \$2,500 for the 2014 Successful Aging Initiative Event **(Presented during the June 16, 2014 County Commission meeting. Last year, Commissioner Polizos appropriated \$500 from his account)**

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
JULY 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. Griffin Harris with PH&J Architects, Inc., and Director Aylia McKee with the Public Defender's Office – Presentation regarding Asbestos Survey and Lead Paint Test at the Greil Mansion and Impact on Agenda Item Number 2 concerning the Lease and Renovation Agreement with the State of Alabama (**Information Item 20-1, Waived Rules Item 3-1 and Agenda Item 2**)
- 8:30 a.m. Attorney Riley W. Roby with Balch & Bingham LLP – Presentation regarding Stivers Ford Incentive (**Future Agenda Item 7-1**)
- 8:45 a.m. Frank Litchfield with Seay, Seay & Litchfield and Todd Smith with Schneider Electric – Presentation regarding Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc., for the Youth Facility Project concerning Fire Alarm System Replacement (**Waived Rules Item 4-1**)
- 9:00 a.m. Revenue Commissioner Janet Buskey – Presentation of 2013 Annual Report of Insolvents, Errors in Assessments, Litigations, Lands Bid and Abatements and Related Resolution (**Future Agenda Item 8-1**)
- 9:10 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations and Time and Attendance Software System (**Information Item 21-1**)
- 9:20 a.m. County Engineer George Speake – Briefing regarding Engineering Operations and Resolution and Letter of Intent for Resurfacing of Mount Zion Road (6.328 Miles), Project No. MCP 51-76-15 (**Future Agenda Item 14-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Founder and Executive Director Bryan Kelly with Common Ground Montgomery – Presentation requesting Funding for the Program
- 10:15 a.m. Executive Director Karen Sellers with Family Sunshine Center – Presentation requesting Funding for the Program
- 10:30 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Public Hearing concerning Eastwood Villa Housing Rehabilitation Project (**Future Agenda Item 9-1**) and Board Member Appointment to the Rural Planning Organization of Central Alabama (RPOCA) (**Information Item 22-1**)
- 10:45 a.m. Risk Manager Scott Kramer – Presentation regarding Additional Funding to CH2M Hill (60/40 Split with the City of Montgomery) for the Montgomery Downtown Environmental Alliance (**Future Agenda Item 10-1**)
- 11:00 a.m. Executive Director Paul Brown – Presentation regarding the 2014-2015 Annual Community Corrections Plan (**Future Agenda Item 11-1**)
- 11:15 a.m. Finance Director Sherrill Thomas – Presentation regarding Mail Room Van (**Information Item 23-1**) and 2015 Budget Calendar (**Information Item 24-1**)
- 12:00 Noon Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	DETENTION FACILITY	REVIEWED: S. Thomas	6/23/2014
		Finance Director	Date
REQUESTED BY: COLONEL WANDA ROBINSON, DIRECTOR	APPROVED:		
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Medical and Dental Services	001-52200.158	1,875,000	95,000	1,970,000
Electricity	001-52200.244	440,000	(35,000)	405,000
Water and Sewer	001-52200.246	39,000	(4,000)	35,000
Fund Balance	001.35900		(56,000)	
TOTAL		2,354,000.00	-	2,410,000.00

JUSTIFICATION:

Increase the Detention Facility medical services budget to cover excess pool cost billed for inmate medical services.
 Reducing utility budgets to estimated amounts needed for the remainder of the FY to cover a portion of the increase.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	ECD	REVIEWED: S. Thomas	7/1/14
		Finance Director	Date
REQUESTED BY:	Jane Reed	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel, Mileage	784-51986-260	2,400	1,200	3,600
Travel, Registration & Training	784-51986-265	5,000	(1,200)	3,800
TOTAL		7,400	0	7,400

JUSTIFICATION:

To cover mileage reimbursements through the end of FY 2014. Mileage is up this year due to more addresses and subdivisions being added in the county

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	6/13/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	6/12/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53600-212	6,000	(250)	5,750
Travel, Registration & Training	111-53600-265	7,850	250	8,100
TOTAL		13,850	0	13,850

JUSTIFICATION:

Internal transfer to cover the increased cost of attending the ACCA Annual Conference for Assistant County Engineer.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	6/24/2014
DATE:	6/24/2014		Finance Director	Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund				
Janitorial and Cleaning Svcs	001-51500-152	4,000	(3,000)	1,000
Contract Services	001-51500-304	6,000	(1,000)	5,000
Travel - Registration & training	001-51500-265	3,400	4,000	7,400
TOTAL		13,400	0	13,400

JUSTIFICATION:

To increase the travel budget for training new staff at continuing education classes, to cover the tuition for Leadership Montgomery for a staff member and to cover the increased cost of professional conferences.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	6/27/2014
DATE:	6/27/2014	Finance Director		Date
REQUESTED BY:	D.T. Marshall	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative expense	749-52110.499	150,000	100,000	250,000
Fund Balance	749.35900		(100,000)	
				0
				0
				0
				0
				0
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				0
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				0
				0
TOTAL		150,000	0	250,000

JUSTIFICATION:

To increase the budget for the Sheriff's fund to cover purchases as needed.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT:	Tax & Audit	REVIEWED:	S. Thomas	6/26/2014
DATE:	6/26/2014	Finance Director		Date
REQUESTED BY:	Terri A. Henderson	APPROVED:		
Elected Official/Dept. Head		Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equip	001-51800-211	5,800	2,800	8,600
Contract Services	001-51800-304	225,000	(2,800)	222,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		230,800	0	230,800

JUSTIFICATION:

Transfer \$2,800.00 from 304 Contract Services account to account 211 Office Supplies to cover the cost of replacing two old Windows XP Desktop PCs and two old Scanners.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	7/1/2014
			Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
ELECTRICITY	001-51300-244	37,698.00	4,500.00	42,198.00
WATER & SEWER	001-51300-246	3,390.00	600.00	3,990.00
TRAVEL - MILEAGE	001-51300-260	3,650.00	(2,350.00)	1,300.00
TRAVEL - REGISTRATION & TRAINING	001-51300-265	7,500.00	1,850.00	9,350.00
INSURANCE - PUBLIC OFFICIALS	001-51300-275	1,365.00	635.00	2,000.00
DUES	001-51300-303	1,400.00	435.00	1,835.00
INSURANCE BUILDINGS	001-51300.271	141.00	(141.00)	0.00
REPAIR & MAIN. OFFICE EQUIPMENT	001-51300.233	3,000.00	(903.00)	2,097.00
OFFICE SUPPLIES	001-51300.211	82,185.00	(4,626.00)	77,559.00
TOTAL		140,329.00	0.00	140,329.00

JUSTIFICATION:

To realign the budget to cover utilities, professional dues, public official insurance and travel expense for the summer conference.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	7/1/14
			Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51911.115	12,993	5,700	18,693
Election Worker Fees	001-51911.175	134,000	(5,700)	128,300
TOTAL		146,993	0	146,993

JUSTIFICATION:

To realign the election administration budget to cover the cost of temporary extra help.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

June 19, 2014

To: Sherrill Thomas
Finance Director

From: Daniel A. Baxter
Director of Elections

Re: Budget Change – Extra Help

As you are aware, a Republican Primary Run-off, which includes a State Constitutional Amendment, is scheduled for Tuesday, July 15, 2014. Due to the volume of work, shortage in full-time staff and the reduced window of time to prepare for the county-wide Run-off, the Election Center is requesting a budget change in the Extra Help fund code.

Additional temporary staff will be required to work through Election Day to assist in preparing for the Run-off. The additional temporary staff will begin working on Monday, June 23, 2014.

As such, I am requesting that \$5,700 is transferred from fund code 001-51911-175 to 001-51911-115.

If you have any questions, please do not hesitate to contact me.

July 1, 2014

Mr. Donald L. Mims, CPA, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Subject: Lead Clearance Monitoring
Greil Mansion
EMC Proposal No. MA-14-130b

Dear Mr. Mims:

I am pleased to submit this proposal for providing clearance language and performing clearance observations and testing after the repainting work at the Greil Mansion is completed. This proposal presents my understanding of the proposed project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

The lead paint testing EMC recently performed revealed what appears to be scattered areas of lead-based paint remaining within the Greil Mansion. Because the proposed renovations will require sanding of painted surfaces to prepare for repainting, appropriate clearance testing should be performed before the County's tenant reoccupies the building.

PROPOSED SERVICES

I propose the following administrative and monitoring services:

- Prepare paragraphs for inclusion in the renovation specifications that address the contractor's regulatory obligations for dealing with lead paint in the Greil Mansion, and also include cleaning/clearance criteria that the contractor must achieve.
- After paint disturbance activities are completed, and when notified by the contractor that he is ready for clearance, perform visual observations within the building to determine if the visual clearance standard is achieved, and perform lead dust wipe testing to determine if the lead dust standard is achieved.

NOTES AND COMMENTS

Occasionally several sets of clearance observations and/or testing must be performed before the contractor achieves the specified clearance standard. The County Commission will be charged for every clearance trip and analyses that EMC performs. I will include language in my paragraphs that allows the County Commission to deduct the cost of failed observations and testing from payments made to the contractor.

Please note that in providing observation and testing services for the County Commission, EMC does not, in any way, assume responsibility for the contractor's work or for supervision of his personnel.

The fees quoted below are based on this proposal, and the associated acceptance sheet and terms and conditions, serving as the agreement between EMC and our client. If our client requires another form of agreement there may be additional fees associated with attorney review and negotiation of that agreement.

Unless documented otherwise, by directing EMC to proceed with the proposed scope of services our client accepts the terms and conditions that are set forth in this proposal, whether or not an executed copy of the Proposal Acceptance Sheet is returned to EMC.

FEES

EMC's fee for the preparing the paragraphs will be \$315. Clearance monitoring will be charged at \$430 per trip for up to two hours on site. Analyses of lead dust wipe clearance samples by will be charged at \$15 each, and we will specify 24-hour in-lab turnaround.

I anticipate collecting/analyzing twenty-four lead dust wipe samples to clear the building. Based on that, and allowing for one failed clearance trip with 10 additional analyses, I suggest budgeting \$1,700 for the work I have proposed.

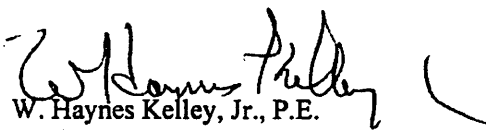
Our normal practice is to issue an invoice when each phase of our work is completed. Unless you specify otherwise, we will send one copy of each invoice.

AUTHORIZATION

I hope this proposal meets with your approval. In order that we may complete our contract, please sign and return a copy of the attached proposal acceptance sheet. This will give me formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the acceptance sheet. Please note that the terms and conditions attached to this proposal are an integral part of our contract.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or comments about it.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr., P.E.
President

Enclosure

cc Mr. E. Griffin Harris, AIA

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Lead Clearance Monitoring

Project Name: Greil Mansion

Project Location: 503 South Lawrence Street, Montgomery, AL

Proposal No. and Date: MA-14-130b July 1, 2014

CLIENT:

Name: The Montgomery County Commission

Address: P. O. Box 1667

Montgomery, AL 36102-1667

Attention: Mr. Donald L. Mims, CPA, County Administrator

SPECIAL INSTRUCTIONS: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 20_____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

SCOPE OF SERVICES. Environmental-Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT with the following services: ENGINEER will provide the following services to CLIENT: CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

PAYMENT OF INVOICES AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's INVOICES is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the maximum percentage allowed by law, whenever it is lower of the invoice amount per month plus collection costs, including reasonable attorney's fees, for any payment not received by ENGINEER more than thirty calendar days after the date of invoice. If CLIENT disputes an invoice, the dispute shall be resolved in favor of the principal payment thereunder. Payment of invoices is in no case subject to unilateral discounting or set-off by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness shall be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to terminating or pausing within notice of such termination. In addition to ZACHRY ENGINEER's sole discretion, include a schedule of materials and records necessary to document ENGINEER's fees and protect ENGINEER's professional reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice, except in the case of termination for cause. In the event of termination for cause, the terminating party shall effect termination of the contract within thirty calendar days of termination. Termination by either party shall terminate all obligations of the non-terminating party. COSTS shall include those incurred by the ENGINEER for services rendered, as well as those associated with termination and/or disposing of post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon this CLIENT-provided documents in performing the services required under this AGREEMENT; however, ENGINEER assumed no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be the property of ENGINEER. CLIENT agrees that all items of any nature furnished to CLIENT or CLIENT'S AGENTS or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, to protect any documents and information furnished to CLIENT, CLIENT shall not make copies of any documents or information for any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal recourse to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing notification as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume control of, or responsibility for, the site or the person in charge of the site, or

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein.

(d) Allegations that ENGINEER is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation of law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions under certain types of hazardous materials may exist at a site where there is no reason to believe they would or should be present. ENGINEER and CLIENT agree that in the event of unanticipated hazardous materials, constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or for the environment. ENGINEER agrees to notify CLIENT as soon as practically possible about unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or for the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim of liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right entry from time to time to the property covered by this Agreement, and/or other property owned or controlled by CLIENT and/or others in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials suspected to be on the property. In addition, CLIENT agrees to reimburse ENGINEER for any property expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's reasonable fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface conditions (including, without limitation, pipes, tanks, telephone cables, and other utilities) not called to ENGINEER's attention in writing. The plans furnished by the client shall not be construed by CLIENT in connection with work performed under this AGREEMENT. CLIENT shall have the responsibility of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER'S Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in reports shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples.

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, proper disposal and good judgment should be applied in selecting and arranging for disposal procedures. Due to the risks to which ENGINEER is exposing itself in this agreement, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's containing, labelling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's personnel should not provide supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of ENGINEER field representative nor the observation and testing by ENGINEER shall excuse contractor in any way for defects observed in contractor's work. It is agreed that ENGINEER will not be responsible for work or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be obtained from ENGINEER's insurance broker. ENGINEER will not be liable or responsible for any supplies evidencing such coverage. ENGINEER will not be liable or responsible for any damages, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, nonrecoverability of the property or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest, attorneys' fees and costs. CLIENT, with ENGINEER's concurrence, will not be liable or responsible to defend any such suit or claim, and will pay any litigation expenses CLIENT incurs in providing any such suit or claim, and will be liable for any such suit or claim. Pursuant to this reasonable and professional defense which will be provided by CLIENT according to the terms and conditions of this AGREEMENT, CLIENT will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise for damages, including any claim for alleged tort, conspiracy or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including without limitation, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT, the maximum amount of any judgment or award of any law or equity less than the maximum amount offered in writing by ENGINEER to resolve the matter prior to commencement of trial shall be the maximum amount of any claim.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of all understandings between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding, unless made in writing, and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

Donald Mims

From: Donald Mims
Sent: Wednesday, July 02, 2014 7:37 PM
To: Tammy Nix
Subject: FW: Lead Clearance, Greil Mansion Renovations
Attachments: Proposal, clearance.pdf; ATT00001.htm

Tracking:	Recipient	Read
	Tammy Nix	
	Donald Mims	Read: 7/2/2014 7:45 PM

Thur Memo – Wave Rules

From: Haynes Kelley [<mailto:hkelley@emcinc.net>]
Sent: Tuesday, July 01, 2014 11:36 AM
To: Donald Mims
Subject: Lead Clearance, Greil Mansion Renovations

Donnie,

I appreciate this opportunity, and have revised my proposal based on the Public Defenders being relocated during the course of the renovation work. Please call or email if you or Griff have questions/comments about this.

Haynes

W. Haynes Kelley, Jr., P.E.
Environmental-Materials Consultants, Inc.
334-265-4000 (v)
334-265-4043 (f)
hkelley@emcinc.net

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you received this transmission in error please do not read or distribute it. Instead, please notify me immediately by return e-mail and promptly delete this message and its attachments from your computer system.

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

July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Energy Services Contract Amendment Number 4 with Schneider Electric
Buildings Americas, Inc.

Attached is Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc., for the Youth Facility Project concerning a fire alarm system replacement.

During the renovation project of the Youth Facility, it was determined that the fire alarm system would need to be replaced. Architect Frank Litchfield has reviewed the Amendment and proposed cost and has found the Amendment and cost to be acceptable. Also, the fire alarm system replacement has been reviewed and accepted by the staff at the Alabama Building Commission. The cost of \$168,938.83 can be funded by the remaining proceeds of the 2014 Refunding Bonds.

I am requesting that the County Commission waive rules and approve the Energy Services Contract Amendment Number 4 with Schneider Electric Buildings Americas, Inc.

DLM/tn

Attachment



ENERGY SERVICES CONTRACT AMENDMENT #4

This is an Amendment to the Energy Services Contract by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Montgomery County Commission ("Customer") for upgrades to the Montgomery County Youth Facility, whereby ESCO agrees to provide and perform the additional scope of work set forth in the attached schedules which are listed below and incorporated herein, subject to the terms and conditions set forth in the original contract document and amendment by and between ESCO and Customer, dated December 19, 2011, April 2, 2013, and December 2, 2013:

Schedule A, Scope of Work

The total of all Implementation Contract payments for this amendment shall be **\$168,938.83**. These payments shall be made as scheduled in Schedule E: Payment Schedule of the original contract. Payment shall be made within thirty (30) days after receipt of invoice. It is agreed that Customer will not pay any late fees or penalties. ESCO reserves the right to terminate this Contract due to non-payment upon thirty (30) days prior written notice.

**Montgomery County
Commission**

**Schneider Electric Buildings
Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

SCHEDULE A: SCOPE OF WORK

1. FIRE ALARM SYSTEM REPLACEMENT

ESCO will perform a replacement of the existing fire alarm system. A new Edwards EST fire alarm system will be installed in accordance with the following stamped documents as provided by ESCO electrical engineer and approved by the Alabama Building Commission on 6/19/2014. Any changes to the approved drawings are outside of the scope of work. Required or requested changes to the design or installation will be the responsibility of the customer.

- a. Fire Alarm System Upgrade 06/04/14 (Fire Alarm Revised Per ABC.pdf 6/23/2014 7:58 AM)
- b. Electrical Specifications 6/4/14 (MCYF – Fire Alarm Specs.pdf 6/4/14 2:59 PM)

ESCO will maintain fire alarm system monitoring and coverage of occupied areas during project installation. The new system will be installed and areas will be migrated from the old system as new work is performed. Both systems will be separately monitored until the old system is decommissioned. Customer will be responsible for maintaining monitoring services currently being provided for the existing system until the system is decommissioned.

ESCO will remove the existing fire alarm system and wiring. Existing conduit will be re-used where possible. Surface mounted conduit will be required in some areas, but will otherwise be avoided.

ESCO will make final decision for device selections based on current standards and engineering practices.

In areas with glazed finish blocks the outlets will be mounted in a surface box with surface conduit.

Existing wall outlet boxes not being used for new devices will be covered with a stainless junction box cover and be used as a junction box or abandoned in place.

Provide labor for removal and reinstallation of no more than 10 additional metal security ceiling panels.

Test and certify system to NFPA 72 and as approved by the Alabama Building Commission and the City of Montgomery.

This system and installation will have a one year parts and labor warranty. No maintenance, monitoring, or testing/certification periods after the initial certification are included in this contract price.

EXCLUSIONS

The following items are excluded from ESCO's scope of work:

1. At this time a contract extension is not being requested. However, if delays are experienced during construction as a result of this fire alarm system replacement Schneider Electric will not accept or be responsible for fees or charges resulting from delays experienced by any parties involved in this project.
2. Repair, painting, resurfacing, or any cosmetic modifications of any surfaces is specifically excluded from this amendment scope of work.

3. Repair or replacement of acoustical ceiling tiles and plaster or sheetrock ceilings is excluded from this scope of work. Excluding metal ceiling panels, ceiling replacement is part of the architect scope of work.
4. Overtime labor is excluded from this scope of work unless approved and requested in writing by owner. If this work is requested and approved additional labor charges will apply. The price provided is for work being performed during normal business hours.
5. Work on nights, weekends, and holidays is excluded from this scope of work unless approved and requested in writing by owner. If this work is requested and approved additional labor charges will apply. The price provided is for work being performed during normal business hours.
6. Hazardous materials testing or abatement of any kind.
7. Customer will provide escorts and access in secure areas if required. Restriction of access will require project cost disruption cost review.
8. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
9. Costs of providing fire watch, access, access control, or security escorts not specified in the scope of work.
10. This fire alarm system scope of work is based on the Schneider Electric electrical engineer drawings as approved by the Alabama Building Commission. Any additions or changes to the fire alarm system design are excluded from the scope of work.
11. Fees for third party engineers or architects acting as Customer's agent.
12. Electrical systems not specified in the scope of work.
13. Scope does not include network or security system upgrades.

Tammy Nix

From: Christopher.Reynolds@schneider-electric.com
Sent: Thursday, July 03, 2014 11:39 AM
To: Donald Mims; FLitchfield@sslarch.com
Cc: ToddM.Smith@schneider-electric.com; Rickey.Porter@schneider-electric.com
Subject: RE: MCYF Amendment #4 - Fire Alarm System
Attachments: Amendment #4 7-2-14 Fire Alarm System Rev 2.pdf

I am sending this on behalf of Rickey as he is traveling. Please see the attached Amendment that has incorporated your requested changes. In addition, an addition item #1 was added to the exclusions for your review.

Thanks and have a great 4th,

Chris

Please take note of the new address, office phone and fax below.

Christopher Reynolds, PMP, CEM, LEED AP | Schneider Electric | Global Solutions Division | Energy and Sustainability Services |
Senior Development Engineer - Southeast Manager
Phone: +1 205 414 4760 | Mobile: +1 205 431 7191 | Fax: +1 205 414 4746
Email: christopher.reynolds@schneider-electric.com | Site: www.schneider-electric.com/buildings | Address: 2204 Lakeshore Dr, Suite 415,
Birmingham, AL 35209, USA

*** Please consider the environment before printing this email.

From: Rickey Porter
Sent: Wednesday, July 02, 2014 7:15 PM
To: donaldmims@mc-ala.org
Cc: Todd Smith; Christopher Reynolds
Subject: MCYF Amendment #4 - Fire Alarm System

As requested, here is Amendment #4 for the fire alarm system replacement.

Enjoy July 4th!

Thank you,

Rickey Porter | Schneider Electric | North America Operations | Project Manager II, Energy and Sustainability Services
Phone: +1 972 323 1111 | Mobile: +1 214 505 9039 | Fax: +1 972 323 5498
Email: rickey.porter@schneider-electric.com | Site: www.schneider-electric.com/buildings | Address: 1650 West Crosby Road, Carrollton, TX
75006, USA

*** Please consider the environment before printing this email.

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. HASKEL, CHAIRMAN
FENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2615
FAX: 334-625-2219

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas 
Personnel Director

DATE: June 27, 2014

RE: Additional Step Salary Increase
With Promotional Pay Increase

The Montgomery City-County Personnel Department recently had a vacancy for a Clerk III position. I am recommending that Jessalyn Peck receive a one step-irregular salary increase with her promotion from Clerk Typist II A3, Step 5 (\$27,860) to Clerk III A4 Step 4 (\$30,302). The Montgomery City-County Rules and Regulations would have placed Ms. Peck's pay at Step 3 (\$29,334). The cost of this action will be \$968 and will not require any additional funding to the Personnel Department budget.

Ms. Peck was initially hired by the Personnel Department in 2007 as a Clerk Typist II. During the time that she was employed as a Clerk Typist II, she was cross-trained to serve as a backup for the Clerk III position. Therefore, with Ms. Peck's promotion the learning curve is minimum. She is already very familiar with the duties of the Clerk III position and has required very little training. Additionally, because Ms. Peck was employed for several years as a Clerk Typist II, she will continue to perform relief and support duties for the Clerk Typist II as needed.

Ms. Peck comes highly qualified to this position. She earned a BS degree in Business Administration, retired with over 20 years of experience as an administrative support professional with the State of Alabama and has a proven track record of being an outstanding employee. Therefore, I am recommending that Ms. Peck be promoted to Clerk III A4 Step 4 (\$30,302).

I ask that the Commission waive rules and approve this item at the next County Commission meeting on July 7, 2014.

Mrs. Henderson briefed the Commission regarding the lodging taxes. She noted that the lodging rate increased from \$1.50 to \$2.25 per room, effective December 1, 2013.

Commissioner Ingram inquired as to whether it would be helpful to have an employee designated to go to individual businesses to check their business licenses. Ms. Henderson stated that it would.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that a meeting regarding the sales tax software system Request for Proposal would be held this morning, and that they hoped to send it out by the first of March.

Mr. Ialacci briefed the Commission regarding changes to the Information Systems' classifications and organizational structure. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Ialacci noted that he would be meeting with a company in the next two or three weeks regarding a time and attendance software program.

Mr. Ialacci briefed the Commission regarding Budget Change Request Number 2 for Information Systems. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE AND ASSISTANT COUNTY ENGINEER JAMES KELLEY

County Engineer George C. Speake recommended approval of the ALDOT funding agreement for resurfacing Hayneville Ridge Road from U.S. 82 to the Bullock County line, Project No. STPNU-5100(205), which was on the agenda.

Also, Mr. Speake informed the Commission that the Preliminary Engineering Agreement with Volkert, Inc., for resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), ATRIP #51-03-07, was finalized. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNSELOR CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER, INC.

Counselor Christy Holding with The Samaritan Counseling Center, Inc., briefed the Commission regarding their mission and requested a \$5,000 appropriation.

February 18, 2014 Minutes

during the first week of June, 2014. Griffin Harris and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding the renovations, which included exterior work, interior work and issues reported by the Fire Marshall (Copies of Cost for Renovation of the Griel Mansion for the Montgomery County Public Defender's Office, Building Plans and Renovation Time Line, pages 24-1 through 24-6, are attached to these Minutes.)

After discussion, the Commission agreed to place a Renovation Budget, Lease Agreement and a Time Line for this project on the next Thursday Memo as waived rules items. Administrator Mims presented a letter from Patrick T. Addison, AIA, which stated "As requested by you, we propose to provide architectural service to Montgomery County for the Renovations of the Griel Mansion for the Montgomery County Public Defenders. We propose to work with the County under our existing April 17, 2012 agreement at a percent fee", based upon State of Alabama Building Commission Pay Scale. The Commission agreed to the proposal.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding a Contract for Professional Services with Dominion Legacy, Inc., regarding the 2013 Tax Sale. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a Resolution approving the 2014 "Back-to-School" Sales Tax Holiday. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Henderson reviewed the Revenue Reports for April 2014.

PRESENTATION BY COMMUNITY LIAISON CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER

Community Liaison Christy Holding with The Samaritan Counseling Center updated the Commission regarding her visit with the City of Montgomery and with Probate Judge Steven L. Reed. She informed the Commission that the City has pledged \$2,500 for the program. Ms. Holding requested funding in the amount of \$2,500 from the County.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Amendment Number 3 to Contract Number 51901-12B-010 with Filter Services of Alabama for air filters and service. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Amendment Number 1 to Contract Number 52200-13B-007 with CLS Service regarding inmate laundry service for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

May 5, 2014 Minutes

Tammy Nix

From: Roby, Riley <rrobby@balch.com>
Sent: Wednesday, June 25, 2014 9:53 AM
To: 'endeansr@aol.com'; Elton N. Dean, Sr.
Cc: Donald Mims; Todd Strange (tstrange2@aol.com); mmcleod@montgomeryal.gov
Subject: Montgomery County/City of Montgomery/Stiver Ford Lincoln, Inc.
Attachments: MONTLIB-#234270-v1-Legal_Notice_(Montgomery_County_Commission)
(Stivers_Ford).docx; MONTLIB-#234267-v3-
Project_Development_Agreement_(Stivers_Ford).docx; MONTLIB-#234268-v1-
Resolution_of_Montgomery_County_Commission_(Stivers_Ford).docx

Chairman Dean –

I trust this email finds all well with your family and you.

I understand that Mayor Strange has recently spoken with you about certain economic development incentive terms that the City of Montgomery and Montgomery County propose to offer to Stivers Ford Lincoln, Inc. related to the expansion and renovation of its automotive dealership located on the Eastern Boulevard in Montgomery. As you will recall from other recent similar transactions, the Montgomery City Council and the Montgomery County Commission must each separately conduct a public hearing in advance of voting to approve the economic development incentive terms to Stivers Ford Lincoln, Inc. The Montgomery City Council is currently scheduled to hold a public hearing on the proposed terms and also vote to approve the terms at the Montgomery City Council meeting to be held next week on Tuesday, July 1, 2014.

Because I am not sure to what extent your fellow Commissioners are aware of this matter, I write to ask if you would like for us to brief your colleagues individually or, alternatively, if you would like for us to appear at the next scheduled Montgomery County Commission hearing on Monday morning, July 7 to discuss this matter with all Commissioners. Likewise, I write to ask when you expect the Montgomery County Commission to schedule and conduct the required public hearing and formally approve these economic development terms, i.e., at its regular meeting on Monday July 7, its regular meeting on Monday July 21 or a later date.

For your information, I have also attached to this email the following documents related to this matter:

1. Legal Notice for Public Hearing to approve Project Development Agreement – This Legal Notice contemplates a hearing date on Monday July 7, which will need to be updated if the Montgomery County Commission conducts its hearing at a later date.
2. Resolution for adoption by Montgomery County Commission authorizing the County to enter into Project Development Agreement
3. Project Development Agreement between City of Montgomery, Montgomery County and Stivers Ford Lincoln, Inc.

After you review this email, please do not hesitate to let me know if you have any questions. I have copied Donnie Mims, Mayor Strange and Mac McLeod on this email also.

Thanks.

Riley Roby

BALCH
BALCH, BISHOP & BOND

RESOLUTION NO. _____

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Stivers Ford Lincoln, Inc., a Delaware corporation (the "Corporation"), to be published in The Montgomery Advertiser on _____; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The Chairman of the County Commission of the County shall be and hereby is authorized to execute and deliver to the Corporation on behalf of the County an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Chairman of the County Commission of the County shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

ADOPTED this the 7th day of July, 2014.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donnie Mims, County Administrator of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at its regular meeting held the 7th day of July, 2014.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the 7th day of July, 2014.

DONNIE MIMS, COUNTY ADMINISTRATOR

APPROVED:_____

ELTON DEAN, CHAIRMAN

**LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY
MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT
DEVELOPMENT AGREEMENT**

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, July 7, 2014, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Stivers Ford Lincoln, Inc., a Delaware Alabama corporation ("Stivers Ford").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Stivers Ford is in the process of redeveloping and renovating certain real estate located in the County that Stivers Ford leases from Stivers Realty, L.C., a Missouri limited liability company (the "Project Site"); and

WHEREAS, Stivers Ford will continue to operate an automobile retail sales and service business (the "Project") on the Project Site; and

WHEREAS, Stivers Ford commits that the Project will create full-time jobs for at least twenty five (25) direct employees of the Company and represent a capital investment equal to or greater than Three Million Three Hundred Fifty Thousand and No/100 Dollars (\$3,350,000.00); and

WHEREAS, the County is desirous of having Stivers Ford undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the County's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the County should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the County's findings and determination that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Stivers Ford to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County, the County will

provide Stivers Ford the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Stivers Ford: (i) an abatement equal to fifty percent (50.0%) of noneducational County and City real property and personal property ad valorem taxes on the Project Site, the automobile retail sales and service business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Stivers Ford commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Stivers Ford commences operations and any machinery, equipment, and other personal property transferred by Stivers Ford from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Stivers Ford commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the County Administrator during regular business hours prior to the scheduled meeting.

While Stivers Ford would receive certain benefits under the Agreement (summarized above), the Montgomery County Commission expects to determine at its public meeting that the benefits provided under the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Stivers Ford or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the County; expanding the County's tax base, which will result in additional tax revenues for the County; promoting the location, relocation, expansion, and retention of business enterprises in the County; and enhancing the overall quality of life of the citizens of the County.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the Montgomery County Commission prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the County Administrator (334-832-1210) at least two (2) full working days prior to the meeting.

PROJECT DEVELOPMENT AGREEMENT
BY AND AMONG
MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA
AND
STIVERS FORD LINCOLN, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this ____ day of _____, 2014, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **STIVERS FORD LINCOLN, INC.**, a Delaware corporation (the "Corporation"). The Corporation, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the County and the City have identified a targeted geographic area within which to offer certain economic development incentives, such area more particularly identified on Exhibit A to this Agreement; and

WHEREAS, the Corporation has previously entered into a lease of the subject real estate located in Montgomery, Alabama, as more particularly described in Exhibit B to this Agreement (the "Project Site") wherein the Corporation leases the Project Site from Stivers Realty, L.C., a Missouri limited liability company; and

WHEREAS, the Corporation plans to redevelop and renovate an automobile retail sales and service business (the "Project") on the Project Site; and

WHEREAS, the Corporation commits that the Project is expected to create up to twenty five (25) direct new jobs and will represent a capital investment equal to or greater than Three Million Three Hundred Fifty Thousand and No/100 Dollars (\$3,350,000.00); and

WHEREAS, the County, and the City are desirous of having the Corporation undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Corporation's decision to locate, renovate and operate the Project on the Project Site.

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

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

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Project Development Agreement.

"City" has the meaning set forth in the Preamble to this Agreement.

"Commence Construction" means that the Corporation has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

"Commence Operations" shall mean the date upon which the Corporation first distributes goods from the Project.

"Corporation" has the meaning set forth in the Preamble to this Agreement.

"County" has the meaning set forth in the Preamble to this Agreement.

"Effective Date" shall mean the date upon which all of the Parties have executed this Agreement.

"Force Majeure" means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. "Force Majeure" shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

"Party" has the meaning set forth in the Preamble to this Agreement.

"Parties" has the meaning set forth in the Preamble to this Agreement.

“Project” has the meaning set forth in the third WHEREAS clause of this Agreement.

“Project Site” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. The Corporation’s Commitments.

(a) In consideration of the incentives described herein, the Corporation makes the following commitments:

(i) The Corporation acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Corporation agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than September 30, 2014.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Corporation’s business at the Project has been committed to the Project by the Corporation’s management.

(iv) The Corporation is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Corporation is in business in the State of Alabama.

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

(vi) The Corporation has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Corporation’s officers, managers, trustees, members or any other persons is required under either the Corporation’s organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Corporation makes the following commitments to the County and the City:

(i) The Corporation has contracted with Ingram Construction, LLC, an Alabama limited liability company located in the City, to provide products and services in

developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Corporation.

(ii) The Corporation shall give commercially reasonable consideration to qualified Montgomery residents for employment at the Project, subject in all cases to the Corporation's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational County real property and personal property ad valorem taxes on the Project Site, the automobile retail sales and service business facility and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the automobile retail sales and service business facility and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations.

(c) For convenience of the parties, the Corporation shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Corporation shall petition for a refund of all such taxes paid by the Corporation which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Corporation shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Corporation (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Corporation (or its agents, contractors, or subcontractors). The Corporation shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Corporation Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Corporation (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Corporation:

(i) To do all things and take all actions necessary to assist the Corporation in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty

(30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

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

9. Assignment. This Agreement is not assignable, except that the Corporation shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Corporation that agrees to assume assigned obligations of the Corporation in and to the Project; and if so assigned, the Corporation shall continue to be responsible for the performance of the obligations of the Corporation under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

10. Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104
Telephone: (334) 269-3120
Facsimile: (877) 453-6422

STIVERS FORD LINCOLN, INC.

Edward M. Stivers, III
President
4000 Eastern Boulevard
Montgomery, AL 36116
Telephone: (334) 613-5000
Facsimile: (334) 613-5057

With a copy to:

William I. Eskridge
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, AL 36104
Telephone: (334) 206-3259
Facsimile: (334) 481-0806

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

16. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. **Severability.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. **No Third-Party Beneficiaries.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Corporation, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Corporation shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

22. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

STIVERS FORD LINCOLN, INC.

By: _____
(signature)

Name: _____

Title: President

EXHIBIT A
TARGETED GEOGRAPHIC AREA FOR INCENTIVES

**EXHIBIT B
PROJECT SITE**

Lot 1, Block 1, of the Map of LeCroy Commercial & Office Park Plat No. 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 20, at Page 213.

and

Lot 1, according to the Plat of Penny T. Development Plat No. 1, as said Plat appears in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 36, at Page 166.

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

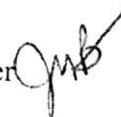
P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



June 24, 2014

MEMORANDUM

TO: Elton Dean, Sr., Chairman
Cc: Montgomery County Commissioners
Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: List of Insolvents, Errors, and Taxes in Litigation

Attached please find the County's List of Insolvents, Errors in Assessments, and Taxes in Litigation in accordance with the Code of Alabama, 1975 §40-5-23. These lists have been prepared for your review and examination. If there are any changes or corrections, please let me know.

Attachments

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

8-1

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: June 24, 2014

RE: CDBG Project No. CY-CM-RR-12-005
Eastwood Villa Housing Rehabilitation

Please be advised that our office has determined that the Eastwood Villa housing rehabilitation project area needs to be expanded in order to allow for additional applications for assistance to be submitted. At the current time we have funds for approximately 4-5 more houses to be rehabilitated and we have exhausted all efforts to obtain applications within the current approved project area. In order to expand the project area we will need to formally amend the project through ADECA. This process requires a public hearing to inform all residents of the County's intent.

Please place our office on the 7/7/2014 work session agenda to speak with the Commission regarding the need to formally amend the project and most importantly to set a date for the required public hearing and submit the necessary notice to the newspaper for publication. Please let me know if you have any questions.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1818

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

July 3, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Invoice from CH2M Hill – Downtown Environmental Alliance

Last year, CH2M Hill was hired by the City of Montgomery to facilitate a public-private partnership to address the Downtown Environmental project. The goal of the Downtown Environmental Alliance has been to work towards getting this issue transferred to ADEM. CH2M Hill has provided expert technical advice, as well as additional testing to pinpoint the scope of future remediation efforts. In March of this year, the County Commission agreed to share this cost based on the 60/40 split not to exceed \$40,000. The latest invoice proposal, approximately \$71,000, from CH2M Hill is based on the following efforts:

- Continued facilitation of the DEA members to expedite the EPA Cost Negotiations and preparation of the various agreements
- Technical discussions with ADEM regarding the CSM, additional data needs and the likely technical/regulatory path forward to obtain closure for the site.
- Coordination of the bi-weekly phone calls to continue progress on the agreements and EPA negotiations that the DEA is working on
- Providing technical representation at one or two negotiation meetings with EPA

I request approval of payment to the City of Montgomery for these proposed efforts of CH2M Hill not to exceed \$29,000 (40% of the invoice).

10-1

Tammy Nix

Subject: FW: Path-forward for the Montgomery DEA and Need for Additional Funding
Importance: High

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

From: Fehl, Kim [mailto:kfehl@montgomeryal.gov]
Sent: Wednesday, July 02, 2014 10:15 AM
To: Strange, Todd Contact Card; Scott Kramer
Subject: FW: Path-forward for the Montgomery DEA and Need for Additional Funding
Importance: High

Mayor and Scott,

Got this email from Glen at CH2M Hill after conference call. As you can see, his previous estimate was low. Please let me know your thoughts.

Thanks, Kim

KIM FEHL
CITY ATTORNEY
CITY OF MONTGOMERY
103 N. PERRY STREET
MONTGOMERY, AL 36104
TEL: 334-625-2050
FAX: 334-625-2310

Our vision: To sustain a safe, vibrant and growing Montgomery, in its entirety, that we all are proud to call "home".

CONFIDENTIALITY NOTICE

UNLESS OTHERWISE INDICATED OR OBVIOUS FROM THE NATURE OF THE TRANSMITTAL, THE INFORMATION CONTAINED IN THIS INTERNET MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, OR ARE NOT SURE WHETHER IT IS PRIVILEGED, PLEASE IMMEDIATELY RETURN IT TO THE SENDER. UNINTENDED TRANSMISSION SHALL NOT CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT OR ANY OTHER PRIVILEGE.

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

From: Glendon.Davis@CH2M.com [mailto:Glendon.Davis@CH2M.com]
Sent: Wednesday, July 02, 2014 9:52 AM
To: Fehl, Kim
Subject: RE: Path-forward for the Montgomery DEA and Need for Additional Funding
Importance: High

Hey Kim,

I just wanted to follow-up on the proposal status. We should have it to you either later today or tomorrow AM at the latest. Just to let you know, after running the numbers with the items listed below, the total for this next TO addendum is coming up a little higher than I initially thought (close to \$71K). Let me know if this is OK and feel free to share with the Mayor and County.

Sorry, but didn't not want to bring it up on the call with everyone.

Thanks!

Glen S. Davis, P.E.

CH2M HILL
4121 Carmichael Road, Suite 400
Montgomery, AL 36106
Phone: (334) 215-9016
Fax: (334) 277-5763
gdavis3@ch2m.com

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

From: Fehl, Kim [mailto:kfehl@montgomeryal.gov]
Sent: Thursday, June 26, 2014 10:36 AM
To: Davis, Glendon/MGM
Subject: Re: Path-forward for the Montgomery DEA and Need for Additional Funding

Yes. It is okay.

Sent from my iPad

On Jun 26, 2014, at 9:51 AM, "Glendon.Davis@CH2M.com<mailto:Glendon.Davis@CH2M.com>"
<Glendon.Davis@CH2M.com<mailto:Glendon.Davis@CH2M.com>> wrote:

Hey Kim,

I just wanted to check in to see if you have had a chance to review the e-mail below. Are you OK with us preparing the proposal for the next phase of work? Please let me know if you have any questions.

Thanks,

Glen S. Davis, P.E.

CH2M HILL
4121 Carmichael Road, Suite 400
Montgomery, AL 36106
Phone: (334) 215-9016
Fax: (334) 277-5763
gdavis3@ch2m.com<mailto:gdavis3@ch2m.com>

From: Davis, Glendon/MGM
Sent: Tuesday, June 24, 2014 3:03 PM

To: 'Fehl, Kim'

Cc: Martin, J.P./MGM

Subject: Path-forward for the Montgomery DEA and Need for Additional Funding

Importance: High

Hello Kim,

Great to see you today at the meeting!! I think we got very good buy-in from those in attendance regarding the technical aspects of the CSM, additional data needs, the estimates and the path forward. It also sounds like we have a schedule and path-forward for beginning the negotiation process with the EPA for cost reimbursement for the \$3.5 M issue, which should help facilitate the formation of the agreements that need to be put into place in the coming months.

As we discussed briefly at the end of the meeting, we have reached the end of our current funding. We'd like to provide the City with a Task Order Addendum for the next phase of work. My thoughts are that this next phase of work would consist of the following work elements:

- Continued facilitation of the DEA members to expedite the EPA Cost Negotiations and preparation of the various agreements
- Technical discussions with ADEM regarding the CSM, additional data needs and the likely technical/regulatory path forward to obtain closure for the site.
- Coordination of the bi-weekly phone calls to continue progress on the agreements and EPA negotiations that the DEA is working on
- Providing technical representation at one or two negotiation meetings with EPA
- Attendance at the next 1 or 2 in-person meetings of the DEA

My anticipation is that this phase of work will get us to a point where the agreements are in-place, the DEA is formed, and mechanisms in-place for the following phases of the project (i.e. Work Plan Development, field investigations, reporting) to be shared by other members of the DEA.

Please review with the Mayor and let me know if you are OK with us putting this proposal together for you.

Thanks,

Glen S. Davis, P.E.

CH2M HILL
4121 Carmichael Road, Suite 400
Montgomery, AL 36106
Phone: (334) 215-9016
Fax: (334) 277-5763
gdavis3@ch2m.com<mailto:gdavis3@ch2m.com>

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

July 1, 2014

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Commission Review and Approval of the
2014-2015 Annual Community Corrections Plan

Dear Mr. Mims:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Montgomery County Community Corrections Authority to receive continued State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$365,000 for the upcoming fiscal year. The MCCPCA Board is scheduled to meet in a special call meeting on Tuesday the 8th of July and one item on the agenda is the review and approval for adoption and referral to the Commission (for final approval) the FY 2014-2015 annual plan for Montgomery County Community Corrections.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug abuse screening, drug/alcohol abuse assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability. The funds received from the Alabama Department of Corrections fully cover the cost of delivering services to the offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

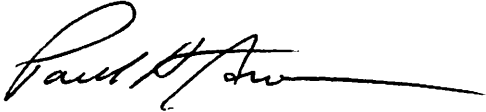
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

11-1

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

The Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on Thursday, July 31st, 2014, I respectfully request that you place the Commission review and approval of the Plan as a Future Agenda Item.

Respectfully submitted,



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

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

11-2

Norment

PROPOSAL

SECURITY GROUP

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery Co. Courthouse
Duress Alarms System Upgrade

June 19, 2014

Montgomery, AL

Attn: Judge Charles Price

MTGYCO06192014

1. We are pleased to offer the following proposal to Courthouse Security Upgrade / Modernization of the Duress Alarm System for the 2nd, 3rd and 4th floor Judges Offices, All Courtrooms.

1. Furnish and install the following:

Duress System Upgrade / Modernization. System will be controlled by a programmable logic controller (PLC). This will reduce the number of components required and expand the functionality of the system. Duress alarms will be clearly identified on a color LCD touch-screen monitor in the Court Security Office. Any required LCD changes of the description or personnel associated with the alarm location can be updated quickly. Acknowledgement of alarms will be accomplished with the touch-screen feature on the monitor. The system will continuously self-monitor all alarm circuits for trouble. A silent system test mode will enable periodic testing of all duress switches. This will allow the court security and judicial staff to have increased confidence in the duress system. All duress switches will be replaced with Sentrol flip-out switches to insure doubt-free activation. This system has the capability to send email messages of alarm notifications if needed.

- * All Duress Switches, PLC, and (1) Touch-screen for Courtroom Security Office:
- * Work can commence immediately considering the importance of this system.
- * Provide (1) year warranty on system equipment provided.

Total \$14,580.00

Add: \$3,975.00 for a second Touch-screen Monitor in Jail 1 Central Control. (Material and labor.)

Add: \$1,122.00 for email notification capability implementation. (Material and labor.)

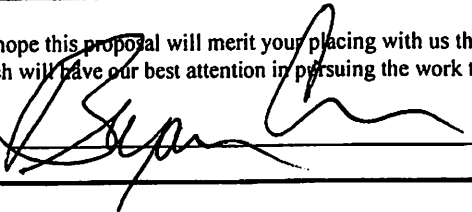
General Notes:

1. We exclude all items not specifically listed above.
2. We will perform the work as a merit shop contractor and will not comply with any labor Agreements.

Sign and return one copy for our files.

This proposal is subject to acceptance within 60 days from date hereon, and to all standard terms and conditions noted on the reverse side of this proposal

We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion

By: 

Accepted: _____ Firm: _____ By: _____

12-1

3. The proposal is based on current pricing for materials; Norment reserves the right to increase the proposal price if materials prices increase before being awarded a purchase order.
4. We have excluded all sales taxes.
5. We exclude all millwork, casework, and counters.
6. We exclude all replacement of any end of line devices not included in this proposal.
7. We exclude all conduit, raceway and furnishing of standard back boxes etc.
8. Deviations from this proposal could change our price.
9. **We would require an executed contract, or a letter of intent to contract with a notice to proceed, from you prior to performing any work including product data submittals. The first payment consisting of one fourth the cost of the base price will be made within (30) days of the date of execution of any Agreement. The remaining funds will be paid in two additional payments within 30 day increments following the first payment.**
10. This proposal is valid for 60 days.
11. We exclude all Bond costs.
- 12 The proposal is based on current pricing for materials; Norment reserves the right to increase the proposal price if materials prices increase before being awarded a purchase order.
12. Please contact Bryan Clark with any questions pertaining to this scope, 334/286-4312.

STANDARD TERMS AND CONDITIONS

APPLYING TO MATERIALS INSTALLED BY US:

12-2

1. **CLEANING.** NORMENT does not include final cleaning of glass, metal, or other materials installed by our personnel. We are however responsible for the policing and cleaning up of our work areas on a daily basis with regard to trash, cut-offs, and broken glass.
2. **DAMAGE AND PROTECTION.** (a) We are not responsible for broken or damaged glass, metal or other materials (except that caused by our own employees), nor for the protection of same. Our responsibility for damage and loss in transit ceases upon delivery in good condition to a public carrier. (b) All burns, weld spatters, exposed field rivets, bolts, nuts, welds, and any marring of the shop coat of painting on security equipment shall be thoroughly cleaned and retouched by the finish painting contractor. (c) Purchaser shall protect all items installed by us from damage by paint, etc., being installed by other trades. Any material so damaged shall be repaired or replaced by purchaser at no cost to us.
3. **OVERTIME.** All work is to be performed during regular week day working hours. Extra charges will be made for overtime work or for work performed on Saturdays, Sundays, or holidays.
4. **STORAGE.** Purchaser shall provide suitable covered and ventilated storage space for our materials at job site, without charge to us. We do not accept any responsibility for damage of material not stored properly.
5. **PREPARATION.** (a) Purchaser shall be entirely responsible for accuracy of building construction such as locations of beams, columns, and masonry walls, and for accuracy in concrete work. Concrete ceilings must be level and true. Any chipping of concrete or pointing up between the jail steel and the concrete work that may be necessary due to unevenness of concrete shall be done by others at no cost to us. Purchaser is responsible for setting all hollow metal frames true and plumb. We exclude concrete, masonry work, plumbing work, carpentry work, and field painting. (b) Purchaser shall complete all floor finish, cement, curbs, water proofing, and other cement work, where shown or specified in connection with the materials furnished by us, and all plastering and painting on or near such materials. (c) Purchaser, without expense or unnecessary delay to us, shall provide necessary opening through the outside wall of building no less than 6'0" x 8'0" for ingress materials purchased pursuant to this proposal.
6. **CHANGE OR CANCELLATION.** Materials or work in process is not subject to change or cancellation.
7. **CONTINGENCIES.** Delivery and performance by us is contingent upon causes within our control. We shall not be liable for any losses, damages or delays due to or caused by insurrection, riot, war, civil or military authority, transportation difficulties, fire, shortage of labor or material, strike or other labor disputes, flood, storm, or any other cause or circumstance, whether like or unlike the foregoing, beyond our reasonable control or for any delays due to any failure of you or others to furnish and/or approve technical data, drawings, etc. Acceptance of materials on delivery shall constitute a waiver of any claims for losses or damages due to delay, whether or not excused by the foregoing, and shall constitute a waiver of the right to revoke such acceptance for any reason. Further, under no circumstances shall we be liable for any liquidated, special, incidental or consequential damages or for any penalties, whether direct or indirect.
8. **TERMS.** Unless otherwise stated in writing, terms of payment Net thirty (30) days after submittal of monthly pay request on date required by the contract; Net thirty (30) days after delivery of material; Net thirty (30) days after completion of installation during the previous month; Subject to our approval of shall be: credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
9. **BACK-CHARGES.** No back-charges against us or deductions from our contract price shall be valid unless made with our prior written consent.
10. **VERBAL statements.** This proposal covers completely our entire understanding and is not to be modified in any way by verbal statements.
11. **TRADE PRACTICES.** All customary trade conditions and practices, not in conflict with anything herein stated, will apply to this proposal and any contract based thereupon.
12. **ACCEPTANCE.** All accepted proposals are subject to our approval, and any contract based upon this proposal will incorporate this proposal in its entirety, including all terms and conditions hereof. Acceptance is limited to the terms of this proposal. Notification of objection is hereby given to any different or additional terms. All prices are subject to acceptance and unless a conditional commitment in writing is received by us within ten (10) days after bid date, prices are subject to change without notice.
13. **CONTRACT.** In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement to which these terms may be made a part thereof or in the plans or specifications now or hereafter existing, the terms of this proposal and the terms and conditions herein stated shall govern.
14. **HOISTING.** Purchaser shall provide us free use of purchaser's hoist on regular time.
15. **EMBEDS.** We exclude the distribution, setting, and building in of all embeds.
16. **DISTRIBUTION.** We exclude receiving, unloading, and distribution of any materials we furnish or install except glass, hardware, and control consoles.
17. **ANCHOR BOLTS.** We exclude all erection anchor bolts, screws, shields, etc. for anchoring, and materials we do not install except standard masonry straps for hollow metal frames.
18. **WARRANTY.** We warrant that the materials to be furnished and/or installed by us shall be free from defects in material and workmanship under normal use and service, and when properly installed, for a period of twelve months from the date of installation, if installed by us, or from the date of delivery, if not installed by us. We agree to repair or replace F.O.B. point of shipment, such materials, or any part thereof, found by us after inspection as defective, provided said materials and/or equipment has been properly installed and provided said equipment has been properly operated and maintained in accordance with our recommendations and the recommendations and specifications of the manufacturer. Our obligation hereunder shall be limited to the replacement or repair and in no event shall we be liable for consequential, incidental or special damages. **THIS WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS.**
19. **PLANS AND SPECS.** If materials are being furnished by us in accordance with plans and specs, the materials comply with the plans and specs to the best of our knowledge. However, all of the materials and equipment are subject to final acceptance by the architects and/or owners and we do not warrant their acceptance. With respect to any error of deficiency in any provisions of the specifications, plans or drawings furnished to us or in the event of any changes thereto, purchaser shall reimburse us for any additional expense.
20. **TIME FOR ACCEPTANCE.** This proposal is subject to acceptance within the time limitations stated on the reverse side hereof and, further, within said time, prices are subject to change without notice unless a conditional commitment, in writing, is received by us within ten days after bid date.
21. **DEFAULT.** Should purchaser pay labor, materials or supplies furnished by us, when payment is due, or should purchaser otherwise default in any the provisions of this agreement and should we employ an attorney to enforce any provision hereof or collect damages for breach of this agreement or recover on any applicable payment bond, then purchaser and its surety agree to pay us such reasonable attorney's fees and other costs as we may expend therein.
22. **RETENTION.** In no event shall purchaser hold retainage from us at a percentage greater than the percentage retained by the owner from purchaser.
23. **TAXES.** We include all applicable taxes. Unless stated otherwise on the face of this proposal.

APPLYING TO MATERIAL(S) WE DO NOT INSTALL:

For materials furnished, but not installed, by us, the above provisions apply; but delete paragraphs 2, 3, 8, 14, 22 and 23 above, and add the following provisions:

1. **TERMS.** (Unless otherwise stated in writing) F.O.B. Shipping Point. Net 30 days. Subject to our approval of credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
2. **TAXES.** Any sales or excise taxes (present or future) to be in addition to price(s) named herein, unless stated otherwise on the face of this proposal.
3. **RETENTION.** In no event shall purchaser hold retention on a supply only order.

Revised 08/99

12-3

Tammy Nix

From: Bryan Clark <bryan.clark@normentsecurity.com>
Sent: Thursday, June 19, 2014 4:18 PM
To: Donald Mims
Cc: Tammy Nix; David Marshall
Subject: FW: Scanned from MFP-06930787 06/19/2014 16:10
Attachments: DOC061914.pdf

Mr. Mims,

Updated proposal for the upgrade/modernization of the Courthouse Duress Alarm System. As requested by Sheriff Marshall, an option was added to implement the email notification function.

Thanks,

Bryan Clark
Norment Security Group
3224 Mobile Highway
Montgomery, Alabama 36108
334-286-4312

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

From: Trentech - Project Mgmt. [<mailto:toshiba@normentsecurity.com>]
Sent: Thursday, June 19, 2014 4:10 PM
To: Bryan Clark
Subject: Scanned from MFP-06930787 06/19/2014 16:10

Scanned from MFP-06930787.
Date: 06/19/2014 16:10
Pages:3
Resolution:400x400 DPI

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

July 3, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Pine Level Water Authority

In May, 2014, Mr. Tommy O. Sikes, Chairman of the Pine Level Water Authority, passed away.

The Board has recommended Mr. Danny Burke or Mr. Robert Ryals to fill the vacancy for a term ending March 1, 2015.

I am requesting that the Commission consider these nominations to fill the vacancy.

DLM/tn

Pine Level Water Authority

Members:

Term Expires:

Tommy O. Sikes (Chairman)
25882 Troy Highway
Grady, AL 36036
Home: 584-7621
Work: 584-7016

3/1/2015

Flora Merritt
13268 County Road 1101
Goshen, AL 36035
(Appt. by Pike County)

3/1/2017

Charles Parker
17107 Meriwether Trail
Grady, AL 36036
Home: 334-584-7133

3/1/2019

Win Broadway (Vice President)
59 Broadway Trail
Ramer, AL 36069

3/1/2014

Charles "Trey" Trussell, III
231 Patsaliga Lane
Grady, AL 36036

3/1/2018

cc: Chairman Sikes

Maintenance: Mr. Ryals, Dist. III, Engineering Dept.

Term: 6 years

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
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
6/24/14

DATE: June 24, 2014

RE: **APPROVAL OF RESOLUTION FOR PROJECT NO. MCP 51-76-15
RESURFACING MOUNT ZION ROAD (6.328 MILES)**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the resolution for Project No. MCP 51-76-15 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

GCS/jmk

Attachments

cc: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-76-15

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Montgomery County Road System and described as follows:

Resurfacing Mount Zion Road (CR-39) from Davis Crossroads, north to the intersection with Woodley Road for a length of 6.328 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2014.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Member

Ronda M. Walker, Member

Reed Ingram, Member

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-76-15

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Link Node and Location maps are attached.

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WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2014.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

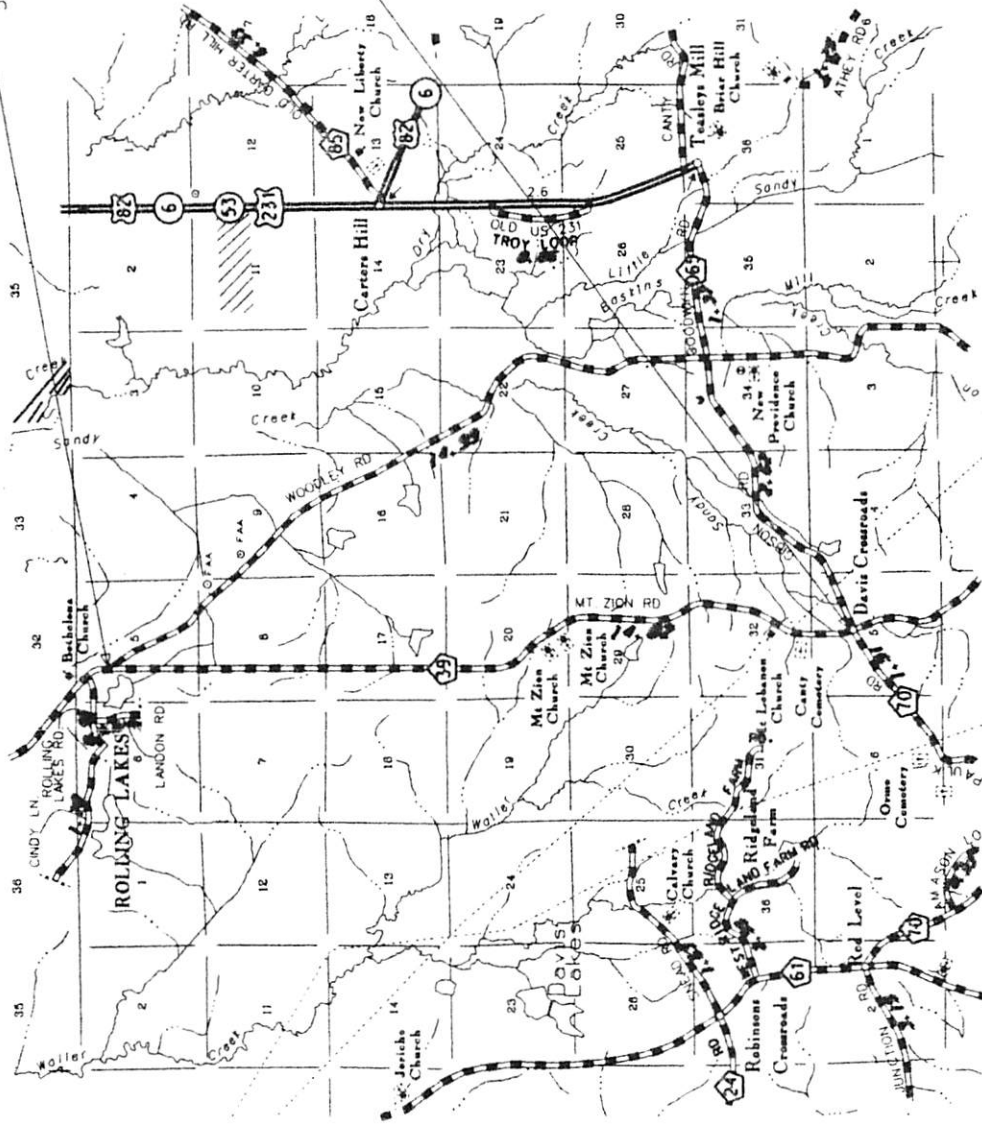
Jiles Williams, Jr., Member

Ronda M. Walker, Member

Reed Ingram, Member

END PROJECT/WORK
334.12

BEGIN PROJECT / WORK 0.00



T-15-N

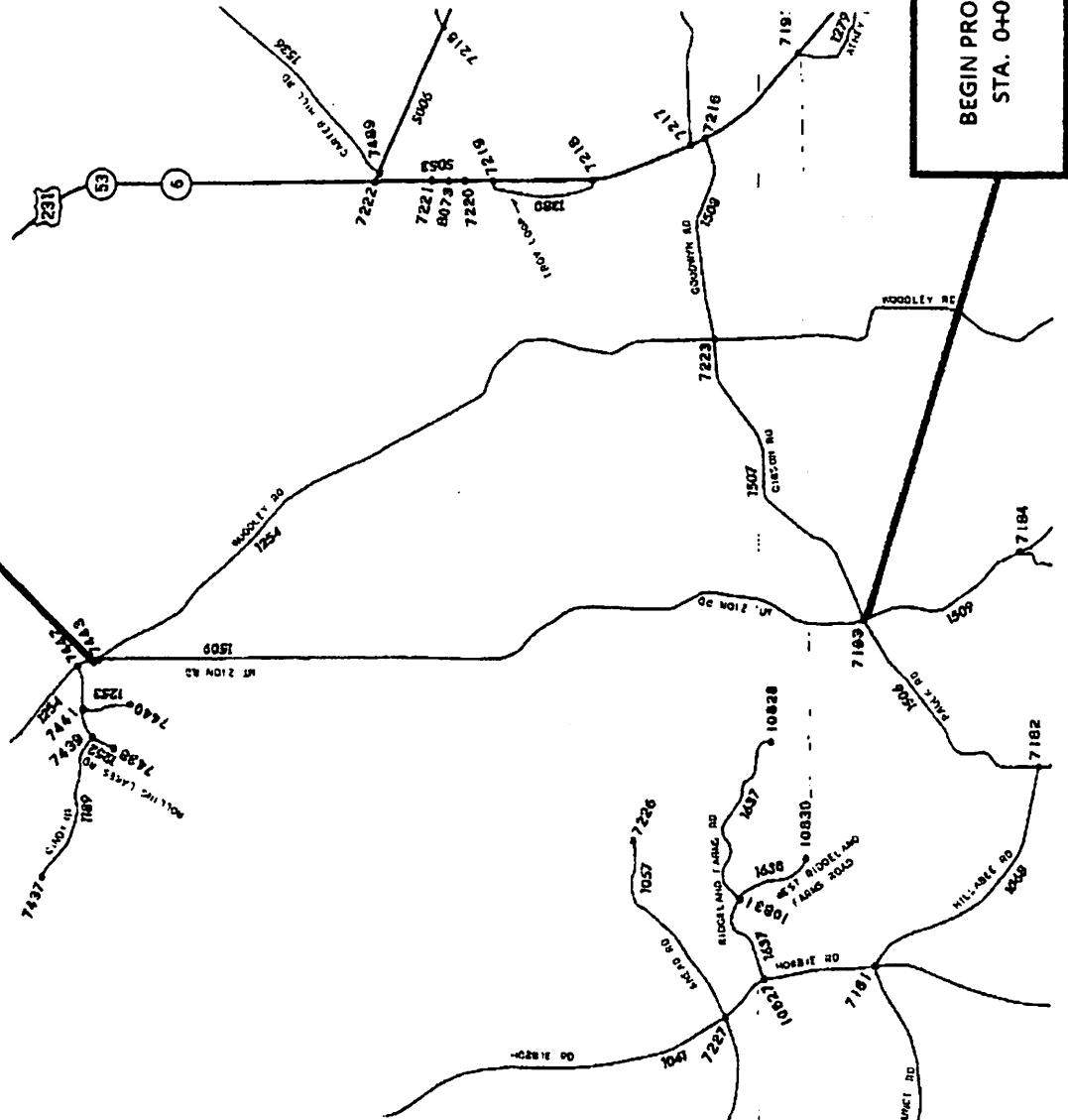
T-14-N

T-14-N
T-13-N

R-18-E R-19-E

14-4

END PROJECT
334+12



**BEGIN PROJECT
STA. 0+00**

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
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
6/24/14

DATE: June 24, 2014

RE: **APPROVAL - LETTER OF INTENT FOR PROJECT NO. MCP 51-76-15
RESURFACING MOUNT ZION ROAD (6.328 MILES)**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-76-15 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

GCS/jmk

Attachments

C: File

14-6

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
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

June 24, 2014

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

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: PROJECT NO. MCP 51-76-15
RESURFACING MOUNT ZION ROAD (6.328 MILES)
MONTGOMERY COUNTY

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk

Location Map Attached

C: File

14-7

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
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

June 24, 2014

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

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: PROJECT NO. MCP 51-76-15
RESURFACING MOUNT ZION ROAD (6.328 MILES)
MONTGOMERY COUNTY

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Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk

Location Map Attached

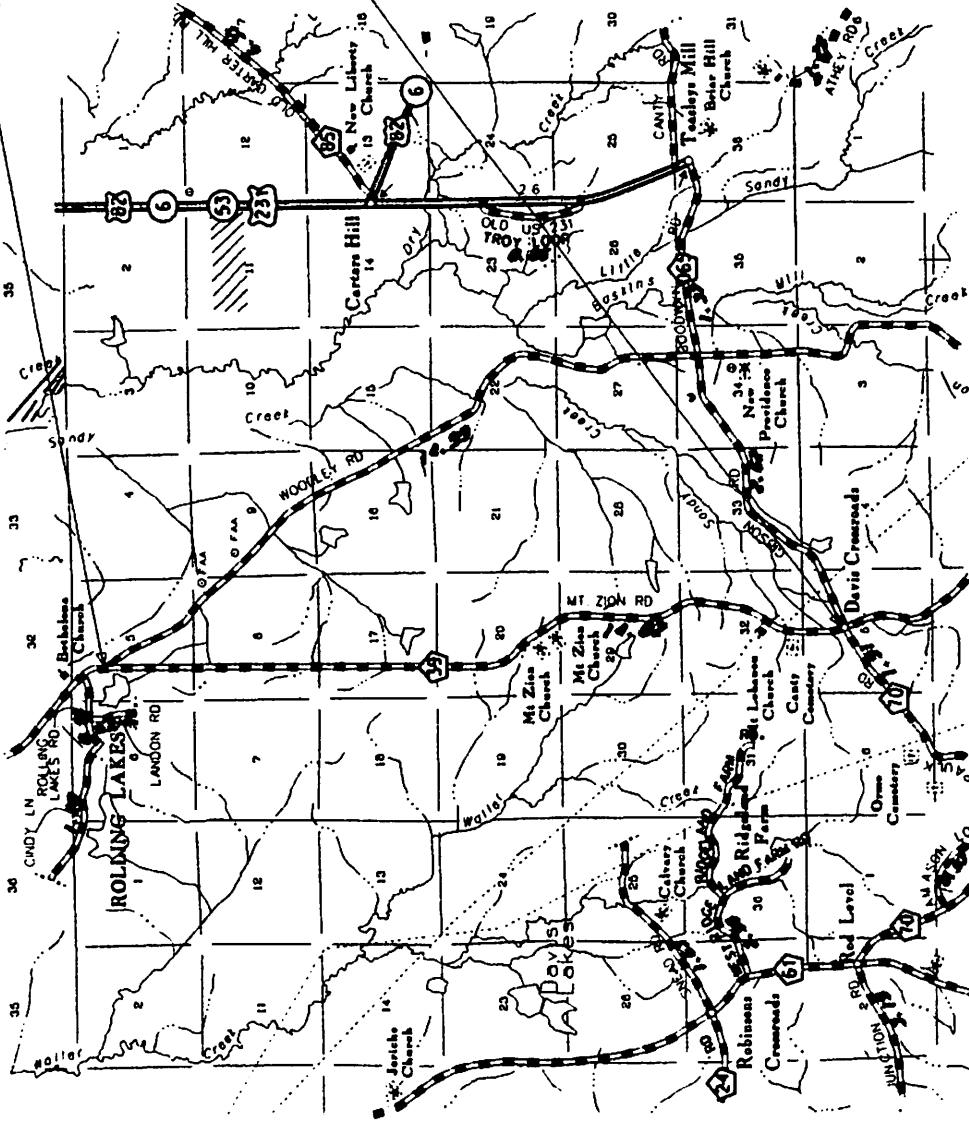
C: File

14-8

MT. ZION RD. CO. RD. 39

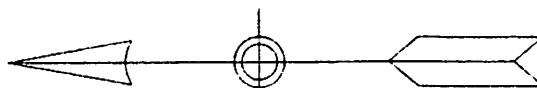
END PROJECT/WORK
334-12

BEGN PROJECT/WORK
0-00



T-15-N
T-14-N

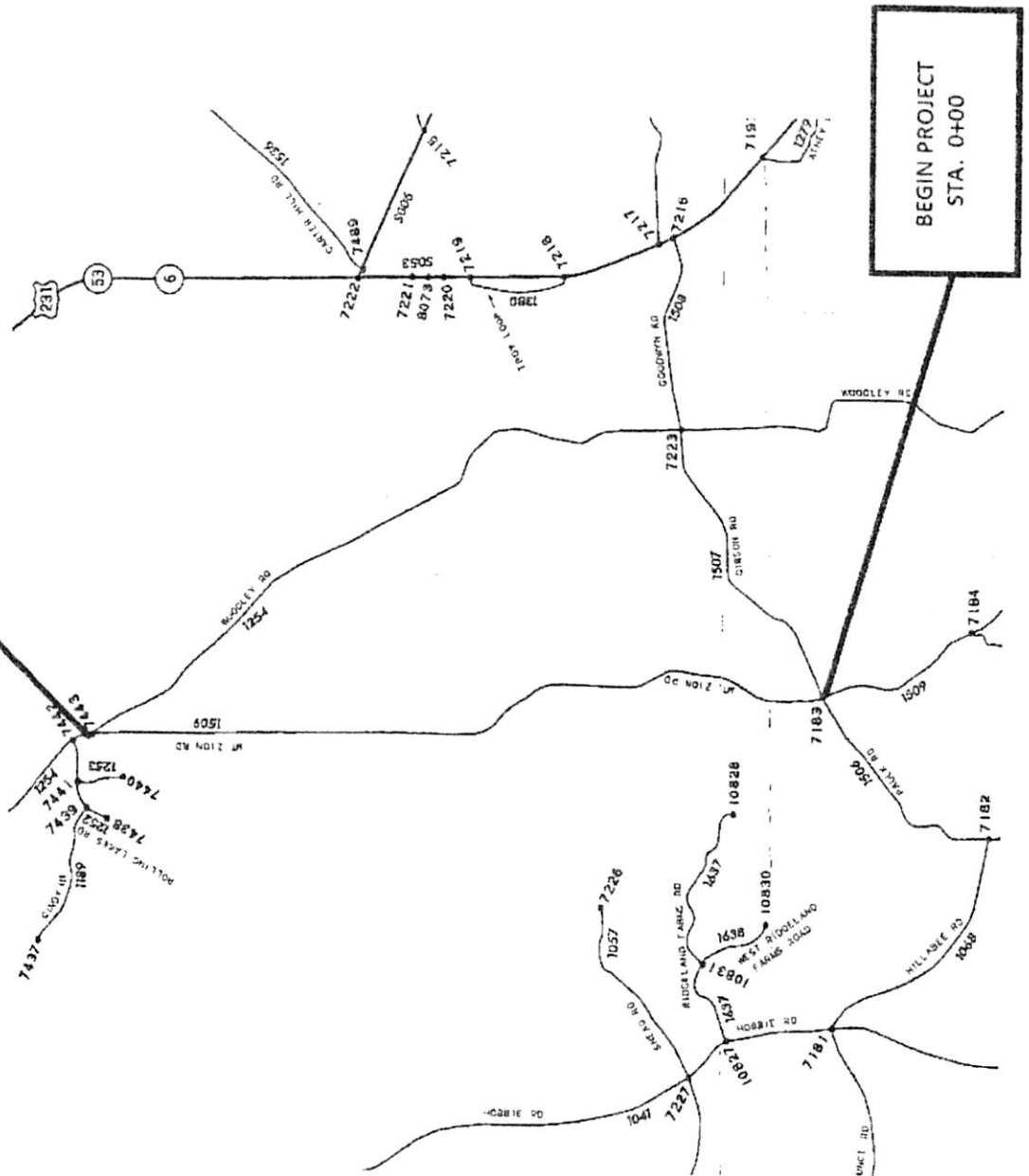
T-14-N
T-13-N



R-18-E R-19-E

14-9

END PROJECT
334+12



14-10

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: July 3, 2014

SUBJECT: Invitation to Bid No. 51901-14B-012,
Janitorial Services

Request approval of award on the above referenced Invitation to Bid, to the low bid of Chano & Son's, for the amount of \$96,833.00 annually, be placed on a future agenda. (Copy of spread sheet attached)

Attachment

3% PREFERENCE

OUTSIDE VENDOR

\$96,833.00

X 1.03

\$99,737.99

LOCAL VENDOR

\$100,555.00

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: June 27, 2014
RE: Contract 51100-13B-024
Pest Control Service for County Buildings

Request the attached Amendment be considered for approval on a future agenda.

This will allow for the contract to be extended for one (1) year, beginning September 1, 2014 and ending on August 31, 2015.

All pricing will increase by 5% in accordance with the terms of the contract.

Attachment

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

**AMENDMENT
TO
CONTRACT # 51100-13B-024**

Amendment No. 2

Contract for Pest Control Services, is hereby extended for one (1) year beginning September 1, 2014 and ending on August 31, 2015.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS: TOPCO PEST CONTROL SERVICES

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

_____ BY: _____

TITLE: _____

POSITION FILL REQUEST ORIGINAL

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Court Security Officer

Position Number 156

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer

(☒) Open Competitive Register () Reemployment

Pay Grade \$27,401 - \$39,005 (Grade A04)

D T Marshall Date June 25, 2014

Department Head *initials*

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 Corrections Officer Trainee / Corrections Officer

Position Number 19

Proposed Effective Date July 21, 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 - \$42,093 Grade PC1

D T Marshall

Date July 1, 2014

Department Head *mm*

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 Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall
Corrections Officer - \$29,569 - \$42,093 Grade PC1

Date June 25, 2014

Department Head ms

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 _____

18-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Lieutenant

Position Number 154

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC4 - \$41,583 - 59,195
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions
Date June 25, 2014

D T Marshall
Department Head me

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 _____

18-3

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Sergeant

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC3 - \$37,035 - \$52,721
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date June 25, 2014
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

18-4

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 Corporal

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC2 - \$31,837 - \$45,321
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date June 25, 2014
Department Head Marshall

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 _____

18-5

Memo

To: Mr. Donnie Mims, County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: June 20, 2014
Re: Juvenile Detention Officer Fill Request

We had a Juvenile Detention Officer retire creating a vacancy which needs to be filled. I am requesting approval at the working session of the July 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 Alexander, Juv. Det. 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 (to replace Rick Johnson)

POSITION NUMBER: 900300017

PROPOSED EFFECTIVE DATE: 7/21/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Bruce R. Howell
Department Head

6/20/2014
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 _____

19-2

June 24, 2014

Mr. Donald L. Mims, CPA, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Subject: Asbestos Survey and Lead Paint Testing
Greil Mansion

Dear Mr. Mims:

In accordance with EMC's proposal we have completed an asbestos survey and lead paint testing at the Greil Mansion, 503 South Lawrence Street in Montgomery. This report presents our findings.

BACKGROUND INFORMATION

Renovations are proposed for the Greil Mansion so that it can house the Montgomery County Public Defenders office. Prior to commencement of renovation activities an asbestos survey and lead paint testing must be performed so that if asbestos-containing building materials or lead-based paints are present they can be properly addressed before and/or during the renovations.

ASBESTOS SURVEY

On June 18th, my associate Marlinah McCall performed the fieldwork associated with the asbestos survey. Initially she toured the Greil Mansion noting building materials that are suspect for asbestos. During her tour she recorded the general locations of twelve suspect building materials within and on the exterior walls of the building. Roofing and roof-mounted materials were not included in the scope of the survey. Bulk samples of the suspect materials were obtained in general accordance with EPA recommendations. The EPA's recommended procedures involve representative sample site selection within sampling areas. After sampling, the bulk samples were shipped to EMSL Analytical, a NVLAP accredited laboratory. Ms. McCall is an accredited asbestos inspector, Alabama Accreditation Number AIN0913260365. EMSL's NVLAP accreditation number is 101048-1.

The bulk samples were analyzed by polarized light microscopy (PLM) coupled with dispersion staining. This technique is used to identify asbestos fibers by their shape and unique optical properties. Analyses of the samples revealed asbestos in the white undercoating of one metal sink. A summarization of the survey results is provided on the enclosed table. Specific data for each sample analysis is shown on the enclosed analytical data sheets and chain of custody form.

LEAD-BASED PAINT TESTING

On June 18th I made visual observations of painted and glazed surfaces on the exterior and within the Greil Mansion. Based on those observations I performed x-ray fluorescence (XRF) testing to determine if significant areas of lead-based paints are present. A total of eighty-three lead level readings were taken, of which six were calibration readings. I am an accredited lead paint inspector, AL Accreditation No. LRA091234206.

EPA defines lead-based paint (LBP) as paint with a lead content equal to or in excess of 1.0 mg/cm². Paints/glazes tested during this job are considered LBP if the testing revealed a lead concentration greater than or equal to 1.0 mg/cm². Any readings that fell within the instrument's inconclusive range are reported as 1.0 mg/cm², and are therefore shown to be LBP. OSHA's regulations address worker exposure to elevated airborne lead concentrations, and those concentrations could result from disturbing paints and/or glazes with even trace amounts of lead. EPA regulations for determining if a lead-containing waste stream is hazardous are based on the amount of lead that will leach out of the waste stream, not the total amount of lead in the waste stream, and therefore require specific waste stream testing during the course of the renovation work.

Lead-based paint was identified at sixteen of the seventy-seven tested locations. Those tests were on exterior walls, exterior window components, interior window components, and base molding. At fourteen tested locations lesser amounts of lead were detected, and at forty-seven tested locations no lead was detected in the paint/glaze. Testing data for each tested location is provided on the attached table. That data represents the lead content of paint/glaze at the specific tested locations on the date of testing, and within the accuracy range of the XRF instrument.

ASBESTOS COMMENTS

The asbestos sink undercoating identified by EMC's survey is a friable asbestos-containing material. EPA's NESHAP regulations classify all friable asbestos-containing materials as regulated asbestos-containing materials

(RACM) and requires that they be properly removed and disposed prior to renovation or demolition activities that will disturb them.

OSHA considers removal of the asbestos sink undercoating to be class II asbestos work, and requires establishment of regulated areas, supervision by a competent person, worker training, adherence to specified work practices, and respiratory protection, or documentation that it is not required. The Alabama Department of Environmental Management (ADEM) requires that all asbestos wastes be disposed in a permitted facility.

LEAD PAINT COMMENTS

The lead paint testing data reveals inconsistent conditions. At some tested locations the exterior walls, exterior window components, interior window components, and base molding were all shown to be coated with lead-based paint, but at other tested locations those components were shown to be coated with paint having little or no lead. One example is interior window components. At several windows one component is shown to be coated with lead-based paint, while tests on other components of the same window reveal little or no lead. This data indicates a painting and renovation/repair history where areas of the lead-based paint have been removed, and where some components that were coated with lead-based paint have now been replaced.

OSHA regulations require contractors to protect their employees from exposure to elevated airborne lead levels. The renovation contractor should be advised of the presence of lead in paints at the Greil Mansion, and reminded of his responsibility to protect his workers. EPA regulations require that waste streams containing lead be tested to determine if they are hazardous, and then properly disposed.

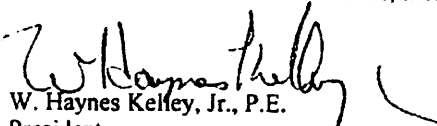
I understand that the renovation work will include removal of all paint from the front columns, and preparation of interior walls and trim for repainting. Those activities are likely to create lead dust. It may therefore be prudent to specify appropriate containment for those activities, cleaning after they are completed, and achievement of a specified clearance standard before work areas are reoccupied.

LIMITATIONS

EMC's survey and testing work was limited to exposed materials within the Greil Mansion. We did not perform demolition of walls, ceilings, flooring materials, or insulations to observe, sample, or test underlying materials. Occasional corners of carpeting were lifted in an attempt to identify underlying flooring, and the underlying flooring that we noted at that location was presumed to be present throughout the room/area. At least one ceiling tile was lifted in each major room in an attempt to identify suspect materials above. Some above-ceiling suspect materials may however have been obscured from our view by ductwork and insulation. Determination of whether a suspect material contains asbestos was generally based on analyses of the minimum number of samples allowed by the EPA's AHERA regulations. Because of variations in the composition of some materials, and our inability to visually identify those variations, it is possible that not all asbestos-containing materials were identified. This report has been prepared for the Montgomery County Commission. No other warranties are expressed or implied.

We appreciate the opportunity to provide these services. Please do not hesitate to contact me if you have questions about this report.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr., P.E.
President

Enclosures

ASBESTOS SURVEY SUMMARY

GREIL MANSION

503 South Lawrence Street, Montgomery, AL

EMC Project Number MA-3418
June 2014

<u>EMC HSA#</u>	<u>Material Description</u>	<u>General Location</u>	<u>Asbestos</u>
3418-01	wallboard & joint compound	in several areas of the building	none detected
3418-02	plaster	throughout most of the building	none detected
3418-03	glazing putty, interior	basement mechanical room	none detected
3418-04	black bituminous pipe wrap	basement mechanical room	none detected
3418-05	ceiling tiles, 2'x2', large crevices & pin holes	two rooms on the north side of the first floor	none detected
3418-06	carpet adhesive	in several areas of the building	none detected
3418-07	sheet flooring, beige, 9" square pattern	first floor kitchen and restrooms	none detected
3418-08	sink undercoating, black	first floor kitchen	none detected
3418-09	sink undercoating, white	office on south side of basement	8% chrysotile
3418-10	glazing putty, exterior	exterior side of windows	none detected
3418-11	caulking	exterior side of windows and doors	none detected
3418-12	exterior wall finish	exterior walls	none detected

Materials that contain asbestos are shown in bold print.

General location information is provided to assist in identifying the material, and may not list all locations where the material exists.

Roofing and roof-mounted materials were not included in the scope of the asbestos survey.

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm2)
1	Calibration							1.2
2	Calibration							1.1
3	Calibration							1.2
4	Exterior	N	wall	right	lower left	block	cream	0.0
5	" "	N	window header	lower right	right	wood	white	1.0
6	" "	N	downspout	right	lower center	metal	cream	-0.1
7	" "	N	retaining wall brace	right	top	metal	cream	-0.6
8	" "	N	railing	right	upper right	metal	black	-0.3
9	" "	N	stair rail	left	upper	metal	black	-0.5
10	" "	N	window sash	lower center	upper left	wood	black	-0.1
11	" "	N	window casing	lower left	upper left	wood	white	-0.1
12	" "	N	window apron	middle right	left	concrete	white	4.2
13	" "	N	door	lower left	upper right	wood	cream	-0.2
14	" "	N	door casing	lower left	upper left	metal	cream	-0.1
15	" "	N	wall	left	upper right	block	cream	5.0
16	" "	N	door	upper left	lower right	wood	natural	-0.2
17	" "	N	door casing	upper left	upper left	wood	white	-0.1
18	" "	E	window sash	lower right	lower right	wood	black	0.2
19	" "	E	window casing	lower right	lower left	wood	white	>9.9
20	" "	E	window sill	lower right	center	wood	white	1.0
21	" "	E	wall	right	upper left	block	cream	0.1
22	" "	E	wall	left	upper left	block	cream	1.0
23	" "	W	railing	right	upper right	metal	black	-0.1

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm2 are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

20-4

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-1

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm2)
24	Exterior	W	column	right	lower center	wood	white	0.4
25	" "	W	wall	left	lower right	block	cream	-0.4
26	" "	W	window sash	right	lower right	wood	black	0.1
27	" "	W	window casing	right	lower left	wood	white	>9.9
28	" "	W	window sill	right	center	wood	white	3.2
29	" "	W	window apron	right	center	concrete	white	1.0
30	" "	W	stair rail	center right	lower right	metal	black	-0.4
31	" "	W	column	center left	upper center	wood	white	0.3
32	" "	W	door	center	upper right	wood	natural	0.1
33	" "	W	door casing	center	upper left	wood	white	-0.2
34	" "	W	column	left	upper right	wood	white	-0.1
35	1st floor, NW room	N	wall		upper left	plaster	tan	0.0
36	" " "	N	window casing	left	upper left	wood	cream	-0.2
37	" " "	N	window sill	left	center	wood	cream	6.2
38	" " "	N	mantle	center	upper center	wood	cream	-0.1
39	" " "	N	base molding	right	right	wood	cream	>9.9
40	" " "	S	door	left	upper right	wood	cream	0.2
41	Main Foyer	N	wainscot		upper left	wood	cream	-0.2
42	" " "	N	wall		upper left	plaster	tan	-0.1
43	" " "	N	base molding		left center	wood	cream	0.0
44	" " "	N	newel post	right	upper center	wood	natural	-0.1
45	" " "	N	stair stringer	right	upper right	wood	cream	0.0
46	" " "	N	stair rail posts	right	upper center	wood	cream	-0.3

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm² are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

20-5

LEAD PAINT TESTING DATA
GREIL MANSION
503 South Lawrence Street, Montgomery, AL
XRF Testing using an RMD LPA-I

EMC Project Number MA-3418
June 2014

TEST NO.	ROOM	WALL	COMPONENT	COMPONENT LOCATION	SHOT LOCATION	SUBSTRATE	PAINT COLOR	READING (mg/cm ²)
47	Conference Room	N	wall		lower left	wood	natural	0.0
48	" "	N	window sill	center	left	wood	natural	0.1
49	" "	N	wall	right	lower right	plaster	tan	0.0
50	Breakroom	N	wall		lower left	plaster	beige	0.3
51	" "	N	door casing	center	upper left	wood	cream	-0.1
52	" "	N	base molding		right	wood	cream	>9.9
53	" "	E	window casing	left	lower left	wood	cream	0.0
54	" "	E	window sill	left	center	wood	cream	1.0
55	" "	E	window apron	left	right	wood	cream	>9.9
56	" "	E	wall		upper right	plaster	beige	-0.1
57	Basement, SW room	N	wall		upper left	plaster	tan	0.0
58	" "	N	base molding		left	wood	cream	0.0
59	" "	N	door	center	upper right	wood	cream	-0.3
60	" "	N	floor		right	brick	brown	-0.2
61	" "	N	ceiling	right	center	wallboard	white	0.1
62	" "	W	wall		upper left	plaster	tan	-0.2
63	Basement Foyer	W	wall		lower left	plaster	tan	0.1
64	" "	W	door	center	upper right	metal	white	-0.2
65	" "	W	ceiling		right	wallboard	tan	0.0
66	Basement, NE storage	N	wall		upper left	plaster	beige	0.4
67	" "	N	wall		lower left	plaster	beige	-0.3
68	" "	N	base molding		left	wood	beige	-0.1
69	" "	N	ceiling		left	wallboard	beige	-0.2

20-6

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm² are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

GREIL MANSION

EMC Project Number MA-3418
June 2014

20-7

Each XRF reading shows the approximate lead content of the paint, to a depth of $\approx 3/8"$, at the tested location. At other locations the lead content may be different. Paints with lead concentrations equal to or greater than 1.0 mg/cm^2 are considered to be lead-based paints. Elevated airborne lead exposure can occur when disturbing paints with any amount of lead.

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080

Phone/Fax (770) 956-9150 / (770) 956-9181

<http://www.EMSL.com>atlantab@emsl.com

EMSL Order: 071403516

CustomerID: ENVI40

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
 Fax: (334) 265-4043
 Received: 06/19/14 10:30 AM
 Analysis Date: 6/21/2014
 Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-01-01 071403516-0001	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Homogeneous	15% Cellulose	40% Gypsum 45% Non-fibrous (other)	None Detected
This sample contains wallboard only.					
3418-01-02 071403516-0002	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 10% Ca Carbonate 35% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound, and tape					
3418-01-03 071403516-0003	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 5% Ca Carbonate 40% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound, and tape					
3418-01-04 071403516-0004	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Heterogeneous	15% Cellulose	40% Gypsum 5% Ca Carbonate 40% Non-fibrous (other)	None Detected
This is a composite result of wallboard, jt. compound, and tape					
3418-01-05 071403516-0005	Wallboard & Joint Compound (Composite Analysis)	Various Fibrous Homogeneous	15% Cellulose	40% Gypsum 45% Non-fibrous (other)	None Detected
This sample contains wallboard only.					
3418-02-01 071403516-0006	Plaster (Composite Analysis)	Tan/White Non-Fibrous Heterogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

**EMSL Analytical, Inc**

2205 Corporate Plaza Parkway SE, Suite 200, Smyrna, GA 30080

Phone/Fax (770) 956-9150 / (770) 956-9181

<http://www.EMSL.com>atlantalab@emsl.com

EMSL Order: 071403516

CustomerID: ENV140

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
 Fax: (334) 265-4043
 Received: 06/19/14 10:30 AM
 Analysis Date: 6/21/2014
 Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-02-02 071403516-0007	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-03 071403516-0008	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 5% Ca Carbonate 85% Non-fibrous (other)	None Detected
This is a composite result of both skim coat, base coat and joint compound					
3418-02-04 071403516-0009	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-05 071403516-0010	Plaster (Composite Analysis)	Gray/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This is a composite result of both skim coat and base coat					
3418-02-06 071403516-0011	Plaster (Composite Analysis)	Tan/White Non-Fibrous Homogeneous		10% Quartz 5% Ca Carbonate 85% Non-fibrous (other)	None Detected
This is a composite result of both skim coat, base coat and joint compound					
3418-02-07 071403516-0012	Plaster (Composite Analysis)	Various Non-Fibrous Heterogeneous		10% Quartz 90% Non-fibrous (other)	None Detected
This result is a composite of skim coat and base coat					
3418-03-01 071403516-0013	Interior Window Glazing Putty	Tan Non-Fibrous Homogeneous	<1% Cellulose	20% Ca Carbonate 30% Non-fibrous (other)	None Detected

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

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EMSL Order: 071403516

CustomerID: ENVI40

CustomerPO:

ProjectID:

Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
 Fax: (334) 265-4043
 Received: 06/19/14 10:30 AM
 Analysis Date: 6/21/2014
 Collected: 6/18/2014

Project: Grell Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-03-02 071403516-0014	Interior Window Glazing Putty	Gray Non-Fibrous Homogeneous	2% Cellulose	25% Ca Carbonate 73% Non-fibrous (other)	None Detected
3418-04-01 071403516-0015	Black Bituminous Pipe Wrap	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
3418-04-02 071403516-0016	Black Bituminous Pipe Wrap	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
3418-05-01 071403516-0017	2'x2' Ceiling Tile: Large Crevices & Pin Holes	Tan Fibrous Homogeneous	35% Cellulose 10% Min. Wool	55% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-05-02 071403516-0018	2'x2' Ceiling Tile: Large Crevices & Pin Holes	Tan Fibrous Homogeneous	35% Cellulose 10% Min. Wool	55% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-06-01 071403516-0019	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected
3418-06-02 071403516-0020	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected
3418-06-03 071403516-0021	Carpet Adhesive	Yellow Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (other)	None Detected

Analyst(s)

Anthony Sanaie (6)
 Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

Test Report PLM-7.28.9 Printed: 6/21/2014 12:35:59 PM

20-10³

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EMSL Order: 071403516

CustomerID: ENVI40

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Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
Montgomery, AL 36106

Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	%	Type
3418-07-01 071403516-0022	Sheet Flooring: Beige 9'x9' Square Pattern	Beige Fibrous Homogeneous	5%	Glass	95% Non-fibrous (other)	None Detected
3418-07-02 071403516-0023	Sheet Flooring: Beige 9'x9' Square Pattern	Beige Fibrous Homogeneous	5%	Glass	95% Non-fibrous (other)	None Detected
3418-08-01 071403516-0024	Sink Coating: Black	Black Non-Fibrous Homogeneous	20%	Cellulose	80% Non-fibrous (other)	None Detected
3418-09-01 071403516-0025	Sink Coating: White	Violet Non-Fibrous Homogeneous			92% Non-fibrous (other)	8% Chrysotile
3418-10-01 071403516-0026	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous			35% Ca Carbonate 65% Non-fibrous (other)	None Detected
3418-10-02 071403516-0027	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous			35% Ca Carbonate 65% Non-fibrous (other)	None Detected
3418-10-03 071403516-0028	Exterior Window Glazing Putty	White Non-Fibrous Homogeneous			35% Ca Carbonate 65% Non-fibrous (other)	None Detected
3418-11-01 071403516-0029	Caulking	Various Non-Fibrous Heterogeneous	<1%	Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected

Inseparable paint / coating layer included in analysis;
Result includes a small amount of inseparable attached material

Analyst(s)

Anthony Sanaie (6)

Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59

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EMSL Order: 071403516

CustomerID: ENVI40

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Attn: **Marlinah McCall**
Environmental Materials Consultants
2027 Chestnut Street
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Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

Project: Grell Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3418-11-02 071403518-0030	Caulking	Various Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis; Result includes a small amount of inseparable attached material					
3418-11-03 071403518-0031	Caulking	Various Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis; Result includes a small amount of inseparable attached material					
3418-12-01 071403518-0032	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-02 071403518-0033	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-03 071403518-0034	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					
3418-12-04 071403518-0035	Exterior Wall Finish	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
Inseparable paint / coating layer included in analysis					

Analyst(s)

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Victoria Panariello (30)

Victoria Panariello, Asbestos Lab Manager
or other approved signatory

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Montgomery, AL 36106

Phone: (334) 265-4000
Fax: (334) 265-4043
Received: 06/19/14 10:30 AM
Analysis Date: 6/21/2014
Collected: 6/18/2014

Project: Greil Mansion/MA-3418

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
3418-12-05	Exterior Wall Finish	Tan	<1% Cellulose	100% Non-fibrous (other)	None Detected
071403516-0036		Non-Fibrous Homogeneous			

Inseparable paint / coating layer included in analysis

Analyst(s)

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Samples analyzed by EMSL Analytical, Inc Smyrna, GA NVLAP Lab Code 101048-1

Initial report from 06/21/2014 12:35:59



Asbestos Lab Services Chain of Custody

EMSL Or

071403516

Lab Use Only:

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

Company: Environmental-Materials Consultants, Inc.		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 2027 Chestnut Street		Third Party Billing requires written authorization from third party	
City/State/Zip: Montgomery, AL 36106			
Report To (Name): Marlinah McCall		Fax: 334-265-4043	
Telephone: 334-265-4000		Email Address: mbmccall@emcinc.net	
Project Name/Number: Greil Mansion/MA-3418			
Please Provide Results: Email		Purchase Order:	
State Samples Taken: AL			
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hours/6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312	
PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☐ NYS 198.1 (friable in NY) ☐ NYS 198.6 NOB (non-friable-NY) ☐ NIOSH 9002 (<1%)		TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167)		Soil/Rock/Vermiculite ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ EPA Protocol (Semi-Quantitative) ☐ EPA Protocol (Quantitative)	
☒ Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name: Marlinah McCall		Samplers Signature: <i>Marlinah McCall</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
3418-01-01	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-02	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-03	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-04	wallboard & joint compound (composite analysis)		06/18/2014
3418-01-05	wallboard & joint compound (composite analysis)		06/18/2014
3418-02-01	plaster (composite analysis)		06/18/2014
3418-02-02	plaster (composite analysis)		06/18/2014
3418-02-03	plaster (composite analysis)		06/18/2014
Client Sample # (g): 3418-01-01 - 3418-12-05		Total # of Samples: 36	
Relinquished (Client): <i>Marlinah McCall</i>		Date: 06/18/2014 Time: 1:10 PM	
Received (Lab): <i>EMSL</i>		Date: 06/19/14 Time: 10:30 AM	
Comments/Special Instructions:			

EMSL ANALYTICAL, INC.

ATLANTA, GA



Asbestos Lab Services Chain of Custody
EMSL Order Number (Lab Use Only):

071403516

Atlanta, GA
 Suite 228
 1800 Water Place
 Atlanta, GA 30339
 PHONE: (770) 956-9150
 FAX: (770) 956-9181

Sample #	Sample Description	Volume/Area (Air) HA# (Bulk)	Date/Time Sampled
3418-02-04	plaster (composite analysis)		06/18/2014
3418-02-05	plaster (composite analysis)		06/18/2014
3418-02-06	plaster (composite analysis)		06/18/2014
3418-02-07	plaster (composite analysis)		06/18/2014
3418-03-01	interior window glazing putty		06/18/2014
3418-03-02	interior window glazing putty		06/18/2014
3418-04-01	black bituminous pipe wrap		06/18/2014
3418-04-02	black bituminous pipe wrap		06/18/2014
3418-05-01	2'x2' ceiling tile: large crevices & pin holes		06/18/2014
3418-05-02	2'x2' ceiling tile: large crevices & pin holes		06/18/2014
3418-06-01	carpet adhesive		06/18/2014
3418-06-02	carpet adhesive		06/18/2014
3418-06-03	carpet adhesive		06/18/2014
3418-07-01	sheet flooring: beige 9"x9" square pattern		06/18/2014
3418-07-02	sheet flooring: beige 9"x9" square pattern		06/18/2014
3418-08-01	sink coating: black		06/18/2014
3418-09-01	sink coating: white		06/18/2014
3418-10-01	exterior window glazing putty		06/18/2014
3418-10-02	exterior window glazing putty		06/18/2014
3418-10-03	exterior window glazing putty		06/18/2014
3418-11-01	caulking		06/18/2014
3418-11-02	caulking		06/18/2014
3418-11-03	caulking		06/18/2014
3418-12-01	exterior wall finish		06/18/2014
*Comments/Special Instructions:			



Asbestos Lab Services Chain of Custody
EMSL Order Number *(Lab Use Only)*:

071403516

Atlanta, GA
Suite 228
1800 Water Place
Atlanta, GA 30339
PHONE: (770) 956-9150
FAX: (770) 956-9181

[illegible]

20-16

Tammy Nix

From: Haynes Kelley <hkelley@emcinc.net>
Sent: Tuesday, June 24, 2014 6:37 PM
To: Donald Mims
Cc: PH&J Architects AIA
Subject: Greil Mansion, Asbestos Survey & Lead Paint Testing
Attachments: Greil Report.pdf; ATT00001.htm

Donnie,

I have attached my report for the Greil Mansion. The only asbestos material we identified is the undercoating on a metal sink in the basement. If that sink is intended to be replaced I suggest that it be removed by an asbestos removal contractor. If another metal sink is to be installed PH&J should specify that its undercoating not have asbestos.

My XRF testing revealed lead-based paint a several locations, though there was little consistency. At some locations I found lead-based paint, while at other locations on the same type component I often found little or no lead. The exterior walls are one example. I tested the paint at five locations on the exterior walls. At two of those locations there is lead-based paint, at one there is a trace of lead in the paint, and at the other two tested locations my XRF detected no lead. Based on these findings, and because I understand that some areas of the building will be occupied during the renovations, I believe we need to specify containment where paints are being disturbed, and require the contractor to achieve a clearance standard before those areas are reoccupied. I can assist PH&J in specifying that if you want.

I appreciate this opportunity. Please call or email if you or Griff have questions about any of this.

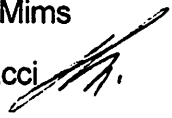
Haynes

W. Haynes Kelley, Jr., P.E.
Environmental-Materials Consultants, Inc.
334-265-4000 (v)
334-265-4043 (f)
hkelley@emcinc.net

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Memo

To: Donnie Mims

From: Lou Ialacci 

CC: Sheriff Marshall, Janet Buskey, Judge Reed, Bruce Howell, Sherrill Thomas, Carmen Douglas, George Speake, Scott Kramer, Daryl Bailey.

Date: June 30, 2014

Re: Time and Attendance Software System

In 2009 the County purchased and implemented new Financial and Payroll software with a plan to add an automated time and attendance software system component as a second phase of the project. In response to several departments' and the administration's requests for an automated time and attendance system, the County began the process of looking at products for this system.

Montgomery County currently uses a paper intensive manual system to account for employees' time and attendance reporting. This includes the issuing of payroll documentation and FSLA compliance. This approach is time consuming for employees and departments, and costly to administer. Payroll Clerks accumulate information, verify it, and then enter the time into the payroll system, providing several opportunities for error.

Several weeks ago we met with and had a demonstration by Kronos, a company that offers a workforce management time and attendance product. Kronos has been in business since 1977 and is a \$1 billion global enterprise software company that is the leader in workforce management. Kronos has the attached State Contract (T number T00A; contract number 4012568) for their workforce management products and is providing very good pricing.

The attached documents provided by Kronos show the product cost at \$368,128 along with the expected benefits derived from using the automated system. Using the County's payroll amounts the document indicates that conservatively the payback for the software system cost including installation, equipment, and training is approximately 14 months once totally implemented.

There are two additional startup costs that must be included to properly evaluate this project:

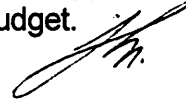
- The first is Information Systems' hardware costs of \$25,500 for an additional server (with operating software) and storage equipment.
- The second is for additional eSuites modules from New World Systems, our current payroll software vendor, costing approximately \$65,000 ("Additional Software License Agreement" attached). It will work in conjunction with the time and attendance package to further reduce paper, provide employees with tools to check amounts and/or change their personal payroll information easily.

Adding these required support items makes the total cost of the project \$458,628, which will increase the payback to a total of 17 months, which remains a very good return.

The project is expected to take 32 weeks depending upon the availability of county personnel to participate in the implementation and training. This does not include time for possibly having to rewrite some of the policies and procedures.

The annual maintenance cost for this software is estimated at \$35,000 beginning in 2016.

I am requesting this recommendation be included on the July 7, 2014 work session agenda for discussion with the Commissioners about approving the necessary funds to implement this plan in the 2014-2015 budget.





ORDER FORM

Quote#: 427711 - 1
Expires: 15-AUG-2014
Prepared By: Hammond, Ryan T

Order Type: Standard US
Date: 26-JUN-2014
Page: 1/3

Bill To: Attn:LOU LALACCI
MONTGOMERY COUNTY COMMISSION
100 S LAWRENCE ST
MONTGOMERY
AL 36104
United States

Solution ID: 6118631

Ship To: Attn:LOU LALACCI
MONTGOMERY COUNTY COMMISSION
100 S LAWRENCE ST
MONTGOMERY
AL 36104
United States

Contact: Lou lalacci
Email: louialacci@mc-ala.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement (the "Agreement") between Kronos and the State of Alabama dated 02/13/2013. Customer is a public sector entity based in Alabama. By signing and entering into an Order Form that expressly references the Agreement, each Kronos and Customer agree to be bound by the terms and conditions of this Agreement and all references in the Agreement to "Customer" shall be references to the applicable Customer entity entering into the order.

Kronos agrees to complete the services described in the SSS for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SSS. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SSS and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SSS (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties.

Estimated travel - \$14,400

The MOMENTUM MID-MARKET FIELD TEAM professional services listed herein will be invoiced in accordance with the following schedule:

Plan Phase Sign-off - \$30,981
Assess Phase Sign-off - \$30,981
Solution Build Phase Sign-off - \$30,981
Test and Certify Phase Sign-off - \$30,981
Deploy and Support Phase Sign-off - \$30,981

Kronos agrees to provide Customer 9 months of no cost software support maintenance at the level of support indicated on this Order Form. The value of such free software support maintenance is \$15,855. Upon expiration of the first 9 months of support, a renewal will be generated at the annualized rate subject to the terms of the agreement.

Kronos agrees to provide Customer 9 months of no cost hardware support maintenance at the level of support indicated on this Order Form. The value of such free hardware support maintenance is \$9,112.50. Upon expiration of the first 9 months of support, a renewal will be generated at the annualized rate subject to the terms of the agreement.

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Quote#: 427711 - 1

Page: 2/3

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V7	900	
WORKFORCE MANAGER V7	150	
WORKFORCE EMPLOYEE V7	900	
WORKFORCE ABSENCE MANAGER V7	900	
WORKFORCE INTEGRATION MANAGER V7	900	
WORKFORCE MOBILE EMPLOYEE V7	900	
WORKFORCE MOBILE MANAGER V7	150	
Total Price		\$96,085.00

*Includes applicable software media

EQUIPMENT

Item	Quantity	Total Price
KRONOS INTOUCH 9000 H3, STANDARD, HID PROX	30	\$76,665.90
NORTH AMERICA POWER KIT FOR MOUNT OVER OUTLET, INTOUCH STD	30	\$0.00
TOUCH ID OPTION FOR H1/H2/H3 INTOUCH	30	\$15,300.00
Total Price		\$91,965.90

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	3 MON	\$5,284.98
EXTENDED SOFTWARE WARRANTY	9 MON	\$0.00
DEPOT EXCHANGE SUPPORT SERVICE	3 MON	\$3,037.50
EXTENDED HARDWARE WARRANTY	9 MON	\$0.00
Total Price		\$8,322.48

*Support values listed above are total for all applicable products in each section of this Order Form

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM MID-MARKET FIELD TEAM	1 Hours	\$154,905.00	\$154,905.00
KNOWLEDGE PASS	1 Each	\$0.00	\$0.00
ED SERVICES SUBSCRIPTION	1 Contract	\$2,100.00	\$2,100.00
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	14750 Points	\$1.00	\$14,750.00
Total Price			\$171,755.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$368,128.38
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$368,128.38

21-4

MONTGOMERY COUNTY COMMISSION**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

21-5

Expected Benefits of Kronos Implementation

Montgomery County, Alabama

There are three main areas commonly associated with the benefits of a Kronos implementation. These areas are **increased efficiency, reduced cost and improved compliance**. Kronos will have a significant impact in each of these areas for Montgomery County. Below is a description of each:

Increased Efficiency

A paper-based process is very inefficient which represents a direct cost to the county in employee time, storage, and employee effort. Today, it is very difficult to ensure that time sheets are submitted in a timely fashion and allow for supervisors to sign those for payroll processing in an efficient way. Reminders are made in each pay period as time sheets are reviewed and errors are found. Time sheets without signatures or missing time sheets cause administrative inefficiency as follow up with each is required.

In an automated system, errors are caught in real-time and supervisors correct issues on their computer, tablet, or smart phone. Time sheets are approved electronically and submitted to payroll automatically upon approval. Payroll can see where outstanding time sheets are located and the system generates automated reminders for each case. A complete audit trail is kept of the entire process: where it took place, who made edits, when a record was created, etc. all in the background without any additional effort.

In addition to the time sheet process, time-off requests are handled on a computer, time terminal, tablet or smart phone to eliminate leave request forms. This process ensures the accurate recording of leave which reduces the county's leave liability.

Self-service capabilities for employees allow them to check their leave balances in real time using their computer, time terminal, tablet or smart phone. This reduces the amount of calls and inquiries to HR for leave balances, questions, etc. which allows more time for projects and HR-related work as opposed to reviewing employee time and leave issues. Also, this ensures that employees do not take leave time for time they have not earned.

Reduced Cost

There are a myriad of studies by the American Payroll Association, Gartner, Nucleus Research, etc. which demonstrate how an automated timekeeping system helps to reduce cost and pay for itself in a short period of time. Here are some of the ways that were identified in these studies which reduces an organization's cost:

Calculation Error - Calculation Error is a result of manual processes within the organization. For example, when time recording, data entry and calculations are all manual there is a human element of error built into this process. If the calculation error results in reduction in employee pay, the employee

will notify the employer of the issue. However, if the error is in favor of the employee, it's unlikely that it will be brought to the organization's attention. Research shows that typical calculation error in manual systems is 1.2% of the annual hourly payroll cost. If we are very conservative in our estimates we take half of the average found in the study for a 0.6% cost:

Montgomery County Annual Payroll Cost Due to Calculation Error

$$\$32,233,782 \times 0.6\% = \$193,403$$

Payroll Inflation - Payroll Inflation is a result of employees working/ "gaming" the system. This is defined as recording time inaccurately in favor of the employee where the employee shows he/she came in early or left late and gets paid for the difference. Research shows that the elimination of payroll inflation through the automation of timekeeping results in a 0.72% reduction in annual hourly payroll cost. Again, we can take a very conservative amount of 0.36%:

Montgomery County Annual Payroll Cost Due to Payroll Inflation

$$\$32,233,782 \times 0.36\% = \$116,042$$

Controllable Overtime Reduction - Organizations that do not have visibility into real time labor reporting and approaching overtime information tend to run excessive overtime. Without adequate tools, supervisors cannot compare and make decisions to offer overtime with the least cost or let employees go home early. This can be easily impacted with tools in the hands of supervisors through the use of Kronos. A conservative measure of impact of a 10% reduction in the controllable portion of overtime can be estimated for any customer who uses Kronos. We have seen reductions of greater than 50% as well. We can take a conservative estimate of a 5% impact on overtime:

Montgomery County Annual Overtime Cost for FY 2014

$$\$297,955 \times 5\% = \$14,898$$

Leave Inflation via Manual Timekeeping - Leave inflation via manual time entry happens when employees come in late and leave early – but indicate that they came and left on time. The result is that their leave balances are not being decremented to cover the difference. The improvement in tracking of leave will impact the county's leave liability. Historical data shows that we see an average of a 15% impact on leave liability when automating the timekeeping and leave process. If we take a conservative 7.5% impact for Montgomery County:

Montgomery County Liability for Uncompensated Absences (Leave Liability) for FY 2014

$$\$6,930,081 \times 7.5\% = \$519,756$$

Total Project Hard Dollar Savings, Payback and ROI

Calculation Error	\$193,403
Payroll Inflation	\$116,042
<u>Controllable Overtime Reduction</u>	<u>\$14,898</u>
Total	\$324,323
Payback	13.56 Months
2-year ROI	162%

Improved Compliance (FLSA, FMLA, etc.)

Today, employees for Montgomery County use various forms of paper-based systems to record and calculate employee time. This paper-based system creates various problems associated with compliance in the organization. In a county setting, there are many types of employees including sheriff, corrections, elections, facilities, administrative staff, etc. each with their own special rules and regulations regarding their pay. Paper-based systems do not provide an accurate representation of an employee's time at work and thus create problems with compliance with FLSA (Fair Labor Standards Act).

The new Affordable Care Act regulations require the management of employee time based on providing health insurance to any employee who has worked more than 30 hours per week during the designated look-back period. If more than 5% of the employee population works more than 30 hours and is not offered health insurance then Montgomery County would be subject to Penalty A under the ACA, which would cost the county approximately \$2M.

Paper-based systems do not provide the proper audit trail if a Department of Labor audit is performed. We have seen this time and again with organizations that end up contacting Kronos for a solution to their needs. On average, .02% of an organization's annual hourly payroll is the amount paid to an employee who is found to have had their wage and hour rights violated under the terms of the FLSA. Further, any single investigation resulting in a payment to an employee is typically followed up with an extensive investigation of all remaining hourly employees.

A Kronos implementation would also automate FMLA requirements and improve compliance there. In the case of compliance issues and FMLA, there is significant cost to defending FMLA claims, let alone potential fines and penalties. According to the Department of Labor it costs \$78,000 to defend a FMLA violation, and according to Jackson Hewitt LLP, it costs an additional \$150,000 to prepare the case for trial. With accurate tracking comes better compliance and capability to withstand audits, thereby reducing direct tangible costs."

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams
Chairman

Greg Clark
Executive Director

May 22, 2014

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

RE: Rural Planning Organization of Central Alabama

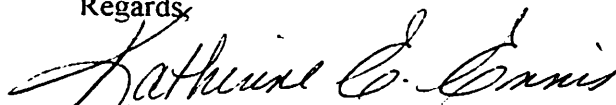
Mr. Mims:

As you may remember, in December 2013 our office contacted the County Commission requesting that one of their members be appointed to serve on the Policy Committee for the Rural Planning Organization of Central Alabama (RPOCA). The RPO is a transportation planning process serving the rural areas of Alabama and providing a formal link between ALDOT and local governments. At that time Commissioner Reed Ingram was selected to serve on the Committee.

In the past few months a number of amendments have been made to the proposed Bylaws. Under the newly revised Bylaws each county will have three (3) seats on the Committee: one elected official, one at-large member and the county engineer. We are now requesting that one additional member (the at-large member) be selected to serve on the Policy Committee. This person can be a citizen, another commissioner, a staff person, anyone you wish to appoint and who wishes to serve.

As we will be scheduling the Committee's first meeting for mid-July, we request that Montgomery County provide us with the name and contact information of the person selected for this position by June 25, 2014. If you need additional information, or to respond to this request, please contact me at (334) 262-4300 or kennis@carpdc.com.

Regards,



Katherine E. Ennis, AICP
Planning Director

cc: Elton N. Dean, Jr., Chairman Montgomery County Commission
George Speake, Montgomery County Engineer

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: 7/1/2014

Re: County Mail Room Vehicle

The County mail room uses a vehicle for daily mail pick-up and delivery. The vehicle is also used for other County pick-up and delivery as needed by departments.

The current vehicle is a 2004 Chevrolet Astro Van purchased on 3/4/2004 for a cost of \$17,943. The Van now has over 81,000 miles and has been experiencing various maintenance issues as outlined on the attached summary.

Because of the maintenance issues and liability concerns, a replacement vehicle has been requested. Options for a replacement vehicle and the estimated cost are included on the attached summary.

I have analyzed the Support Services budget and prepared a budget change to realign the budget to cover the cost of the vehicle.

Your consideration of this request is appreciated.

DEPARTMENT	Support Services	REVIEWED:	S. Thomas	7/1/2014
DATE:	7/1/2014	Finance Director		Date
REQUESTED BY:	S. Thomas/P. Litchfield	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

JUSTIFICATION:
To realign budget categories to cover estimated amounts needed to cover the remainder of the fiscal year and to provide for the purchase of a new vehicle for the Mail Room.

Consideration of New Mail Room Vehicle

- State of Alabama – Division of Purchasing Contract Notice of Award from 10/1/12 – 10/1/14
- Current Vehicle – 2004 Utility Van with 81,000 miles
- Maintenance / liability concerns - \$1,045 spent on electrical problems in the last 12 months, blinkers not working (driving on interstate), small oil leak, joints knocking
- Options
 - 4012707/000006 – 5 passenger compact SUV (Jeep Patriot Sport – 2WD) - \$17,309
 - 4012707/000007 – 5 passenger compact SUV (Jeep Patriot Sport – 4WD) - \$18,797
 - 4012423/000009 – 7 passenger mid-size SUV (Ford Explorer) - \$25,277
 - 4012707/000006 – 5 passenger compact Van (Ford Transit XLT) - \$21,177

Montgomery County 2015 Budget Calendar

July 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
					<i>HOLIDAY</i>	
6	7 Commission Meeting	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Commission Meeting Budget Review	22 Budget Hearings	23 Budget Hearings	24	25	26
27	28	29	30	31		

Montgomery County 2015 Budget Calendar

August 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4 Commission Meeting Budget Review after meeting	5	6	7	8	9
10	11 Budget Review as needed	12	13	14	15	16
17	18 Commission Meeting Finalize 2015 Proposed Budget	19	20	21	22	23
24	25	26	27	28	29	30
31						

Montgomery County 2015 Budget Calendar

September 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 <i>HOLIDAY</i>	2 Commission Meeting Present Proposed 2015 Budget	3	4	5	6
7	8	9	10	11	12	13
14	15 Commission Meeting ADOPT 2015 Budget	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



MONTGOMERY AREA
CHAMBER OF COMMERCE
FOUNDATION

June 12, 2014

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

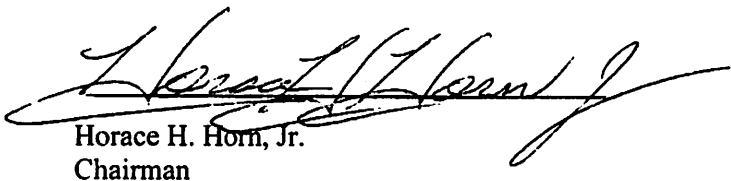
Dear Chairman Dean:

The Montgomery Area Chamber of Commerce Foundation is coordinating a community effort to build Freedom Park and we respectfully request your support in this initiative.

The Montgomery County Commission has always been a strong supporter of Maxwell-Gunter and all of the military men and women who call Montgomery County home. Freedom Park is a much deserved tribute that will improve the lives of our military families, while helping to secure Maxwell-Gunter AFB against closure from a future Base Realignment and Closure (BRAC) Commission. Already, Freedom Park is gaining attention at the highest levels within the Pentagon, where leadership places significant value on community partnerships.

As always the Montgomery County Commission is at the forefront of creating jobs and a better quality of life in Montgomery County. The County's \$25,000 appropriation, made payable to the Montgomery Area Chamber of Commerce Foundation, will ensure that the Dream of Freedom Park becomes a reality!

Sincerely,


Horace H. Horn, Jr.
Chairman


Leslie L. Sanders
Vice Chairman

cc: Mr. Donald C. Mims, Administrator ✓

The Montgomery Area Chamber of Commerce Foundation is a 501(c)(3) charitable organization and contributions are 100% deductible as a charitable contribution. No goods or services are provided in return for contributions to the Montgomery Area Chamber of Commerce Foundation.

My name is Brandon Price-Crum, and I am writing on behalf of the Alabama State University Gifted Gardeners organization. We are a newly founded student organization here on campus and over the course of a year we have been very successful growing, selling, and donating organic produce. In order for our organization to reach optimal success, we most certainly are in need of your help. Our organization is in need of two greenhouses that will be used by the organization, the community, and the university's science departments. We have currently partnered with an organization at Tuskegee University that allows us to use their greenhouse. Although, this is a good partnership for filling the void, we would like to obtain our own greenhouse to make it more convenient for the Gifted Gardeners to access our transplants. The greenhouses will serve as a very beneficial item to the Gifted Gardeners organization as well as to the local community of Montgomery, Al.

In addition to the purchasing greenhouses, the garden is in need of packaging and labeling supplies, beautification adornments, a shed, tools, and allocated funding for student stipends. As you know, ASU is a beautiful campus and the garden wants to maintain that image by adding some needed elements such as clear and defined walkways and benches. When the garden was initially setup, there was only enough money to support a harvest for this season. Now that the garden is planted we want to make the site appealing to ensure it fits the decorum of the university.

Our organization has done a great deal of research to identify the most effective and efficient greenhouse available. We have also consulted with a local landscaping company to design a layout that will enhance the location and dimensions of the garden. All of the equipment and resources will be available to members of the organization including the community.

The cost of organic gardening (Budget Narrative):

The cost for the proposed project is based on the cost of greenhouses (2), and miscellaneous materials needed to secure the construction of properly functioning greenhouses, benches, solar lighting, walkway pavers, labeling and packaging supplies and gardening tools. The Gifted Gardeners will plant three times a year. One of the greenhouses will be accessible for the local community and the other for the university exclusively.

**Alabama State University
Cost break-down of proposal including indirect cost + fringe rates**

YR1

Grant	PI:	class
REVISED TO INCLUDE F/A COST (IDC COST)		
Obj	ADMINISTRATIVE PERSONNEL	
51110	Faculty -Full Time (Non-Exempt)	personne l
51150	Faculty-Full Time (Non-Exempt)	personne l
51150	Faculty-Research	personne l
51150	Faculty-Research	personne l
51150	Faculty-Research	personne l
51210	Staff-Full Time	personne l
51250	Staff-Secretary	personne l
	Total Personnel Cost-ADMIN	-
52000	Fringes Pool-STAFF FULL TIME 27.36%	-
51240	Staff – Part time (exempt)	
51240	Staff – Part time (exempt)	
51240	Staff – Part time (exempt)	
51250	Staff – Research staff part time	
51251	Staff – Research staff part time	

51430	Undergraduate students (part time)		
51450	Graduate Assistants		
52000	Fringes Pool Costs (All part time staff + part time students) 7.65%		3,000
	Total Personnel Cost		-
53000	Materials/Svcs Pool (<u>greenhouses, fans, containers, tools, stakes, window vent opener, watering containers, step ladder, supply packaging and labels beautification of the garden, research, and partnership projects</u>)		9,000
53101	Books		
53103	Computer Software		
53105	Food Purchases		
53108	Periodicals/Subscriptions		
53109	Photography		
53110	Publications/Programs		
53111	Supplies		
53125	SCIENTIFIC SUPPLIES		
53207	Consultant Services (W-9 required)		
53208	Contract Services		
53226	training		
53210	Equip Repair/Maintenance		
53213	Food Services		
53218	Lectures/Honorariums		
53222	Postage/Mail Services		
53223	Printing/Reproduction (Contract)		
53225	Telephone/Telegraph		
53300	Rental - Pool		
53902	Awards		
53905	Dues/Membership		
53907	Conferences/Workshops		
53913	Tuition & Fees		
53915	Misc. Exp. & Fees		
54000	Travel Pool @ .555/mi		
54110	Faculty/Staff – In & Out-of-State		
54120	Faculty/Staff – Foreign		
54210	Student – In & Out-of-State		
55000	Equipment Pool		
55100	Equipment		
55300	Equipment – Computer Hardware		
55400	Equipment – Office/Furnishing (An item costing \$200 or more)		
55450	Equipment – Office/Furnishing (An item costing less than \$200)		
-	Total Direct Cost		12,000

58402	Stipend		
59910	Indirect Cost F AND A COST		
59915	Administrative Allowance		
	TOTAL		12,000

Contact

Brandon Price- Crum, Founder

b.pricecrum@gmail.com

(404) 904- 4506

Valerie Pittman, Advisor

vpittman@alasu.edu

(334) 229- 4475

Donald Mims

From: Zillah Fluker [zfluker@alasu.edu]
Sent: Monday, June 30, 2014 9:38 AM
To: endeansr@aol.com
Cc: Brandon Price; Valerie Pittman
Subject: Fwd: Green House Proposal 3
Attachments: Gifted Gardeners Greenhouse Proposal New.docx

Chairman Dean,

As a follow up to the May Board meeting where the Gifted Gardeners presented, Brandon Price-Crum has prepared the proposal you requested for the Montgomery County Commission.

I have copied him and the advisor, Ms. Valerie Pittman on this note.

Please let us know if you need any additional information.

Thanks for your support,

Zillah

Zillah M. Fluker
Associate Vice President, Development
Office of Development
Alabama State University
P.O. Box 271
Montgomery, AL 36104
334-229-4431
www.alasu.edu

It's a GREAT time to be a HORNET!

Tammy Nix

From: acfckids@earthlink.net
Sent: Tuesday, July 01, 2014 10:45 PM
To: Dan Harris
Cc: Donald Mims
Subject: Montgomery Co / Childhood Cancer Awareness Month

Dear Commissioner Harris, County Commissioners and staff,

I hope you are doing well. I am writing to request a proclamation recognizing September as Childhood Cancer Awareness Month in Montgomery County. Constituent Sherrie Cook of Montgomery will co-sponsor the request. Sherrie is president of the Montgomery-Central chapter of the Optimist International club.

-Alabama

www.flickr.com/photos/kidscancerconnection/sets/72157634762081529

Cancer is the leading cause of death by disease among children in our country today. I will continue to coordinate activities including our popular Courageous Kid Recognition Award program and other hospital functions at Children's Hospital of Alabama in Montgomery among other facilities.

I've included sample text (below) for your reference. - May we please receive a .PDF copy to share?

Thank you for your time and consideration.

Sincerely,
Steven Firestein, M.A.
Volunteer Director

American Cancer Fund for Children, Inc.
IRS 501 (C)(3) # 13-3780954
Kids Cancer Connection, Inc.
IRS 501 (C)(3) # 56-2520924

www.flickr.com/photos/kidscancerconnection/sets

SAMPLE: Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over than twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

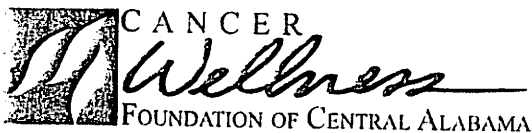
WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Hospital of Alabama in Montgomery,

Children's of Alabama in Birmingham, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

-Please add your concluding statement.

www.KidsCancerConnection.org
(818) 456 6167



June 30, 2014

Mr. Donald Mims
Montgomery County Commission
P. B. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

The Cancer Wellness Foundation of Central Alabama humbly requests the Montgomery County Commission's consideration in allocating **\$5,000** to our organization for the 2014/2015 fiscal year. These funds would offer continued help to cancer patients from Montgomery County with: **transportation** to and from chemotherapy treatments, radiation treatments, and cancer related doctor's appointments; **medications**; and counseling and **guidance with insurance issues**. Your donation would help offset a portion of the expense of the total value of services provided to Montgomery County residents. In 2013, 238 Montgomery County patients and, year to date for 2014, 174 patients were provided direly needed services to combat their cancer. Please see chart below.

(Giving help;
giving hope)

Board of Directors:
Nigel Guntharp,
President
David Barranco,
Vice President
Sarah Spear,
Treasurer
Randall Turner,
Secretary
Dr. Stephen Davidson
Mary H. Day
Kylie McKinney
Patrick Mullen
Dr. Nina Nelson-Garrett
Tommy Patterson
Janet Roberts
Wells Robinson
Kent Rose
Dr. William Saliski
Larry Stevens
Drue Tubbs
Virginia Whitfield
Pat Goodwin Wolfe
David Woods

Advisory Board:
Donna Henderson
Billy Livings
Dr. Keith Thompson

YEAR 2013		YEAR 2014 TO DATE	
Medications	\$1,800,017.78	Medications	\$831,369.67
Gas vouchers/ transport	\$37,955.32	Gas Vouchers/transport	\$19,938.12
Total Value of Services	\$1,837,973.10	Total Value of Services	\$851,307.79

Without the necessary tools like transportation and medications to comply with prescribed treatment regimens, patients' chances of recovery are reduced. **No other organization in the area provides for immediate, comprehensive patient needs that are not covered by insurance or government programs once a cancer diagnosis has been made.** Therefore, the need for our services is always greater than our resources.

As a small nonprofit with a limited budget, we continue to exist from individual contributions, minimal grant awards, local fundraisers and support from businesses and surrounding communities. Your support is vital and without it many of our neighbors would not be able to continue their fight.

The Cancer Wellness Foundation of Central Alabama Board of Directors, staff, and most of all our patients thank you for this consideration.

Sincerely,

Lucile G. Waller
Executive Director

Formerly known as the Montgomery Cancer Wellness Foundation, our mission is to provide supportive services, educational services and assistance to cancer patients throughout Central Alabama including those patients who lack the resources necessary to otherwise receive comprehensive healthcare. The Foundation is a non-profit, 501cs organization. Contributions are tax deductible as allowed by law. Tax ID: 72-1366767.

4145 Carmichael Road
Montgomery, Alabama
36106-2801

334.273.2279
334.388.2921 fax

www.cancerwellnessfoundation.org



28-1

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
July, August, September 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>JULY, 2014</u>				
51901-12B-001 (Renewable)	Custodial Services Care Here & Community Corrections	Support Services	American Facility Svc.	July 31, 2014
51901-12B-016 (Renewable)	Custodial Services Annex III	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-021 (Renewable)	Custodial Services Probate, Revenue Substations	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2014
52200-11B-007 (Rebid)	Inmate Phone System	Detention Facility	Securus	July 31, 2014

August, 2014

51901-11C-021 (Rebid)	Preventive Maintenance	Support Service	Climate Service	August 14, 2014
51100-11B-024 (Renewable)	Pest Control Svcs.	County Commission	Topco Pest Control	August 31, 2014
52200-11B-013 (Rebid)	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2014
51965-11B-018 (Rebid)	Internet Service	Information Systems	TW Telecom of Alabama	August 31, 2014

September 2014

52110-13B-007 (Renewable)	Oil Svc & Tire Rotation	Support Service	J. Wrights	September 30, 2014
53300-13B-029 (Renewable)	Metal Pipe	Engineering	Contech Const.	September 30, 2014
53000-13B-030 (Renewable)	Concrete Pipe	Engineering	Hanson Pipe	September 30, 2014
52110-10C-018 (Rebid)	Emergency Medical	Sheriff's Office	Haynes Ambulance	September 30, 2014
52110-05B-037 (Rebid)	Preventive Maintenance on Security System	Sheriff's Office	Norment Security	September 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	\$3,253,940.96	\$3,105,048.69	148,892	4.80%	\$3,079,066.03	\$3,087,512.76	\$2,899,346.96	\$3,191,706.22	\$3,386,161.28	\$3,616,665.11	\$3,410,352.42	\$3,195,825.00	\$2,960,165.00
NOVEMBER	\$3,227,375.17	\$3,134,538.46	92,837	2.96%	\$2,992,828.13	\$2,940,315.26	\$2,835,012.76	\$3,056,325.46	\$3,359,061.41	\$3,554,320.41	\$3,327,562.76	\$3,132,900.48	\$2,836,525.00
DECEMBER	\$3,291,226.12	\$3,263,054.64	28,171	0.86%	\$3,117,297.29	\$2,981,340.87	\$2,918,331.65	\$2,990,679.76	\$3,447,637.03	\$3,315,241.33	\$3,298,108.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,856,395.45	\$3,919,183.42	(60,787)	-1.55%	\$3,914,302.68	\$3,857,758.63	\$3,697,271.38	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.52	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,918,526.11	\$3,014,487.73	(95,962)	-3.17%	\$2,956,361.26	\$2,856,026.68	\$2,840,648.74	\$2,972,561.06	\$3,153,391.51	\$3,375,040.47	\$3,295,713.91	\$3,084,230.18	\$2,926,065.00
MARCH	\$3,399,717.29	\$3,094,307.68	305,410	9.87%	\$3,220,435.70	\$3,071,047.18	\$3,043,633.87	\$3,003,250.85	\$3,277,803.53	\$3,331,985.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,603,674.96	\$3,583,428.14	20,247	0.57%	\$3,551,826.29	\$3,422,170.26	\$3,503,840.63	\$3,289,986.59	\$3,605,145.22	\$3,866,834.56	\$3,664,004.49	\$3,619,620.00	\$3,351,361.00
MAY	\$3,305,893.80	\$3,287,020.85	18,873	0.57%	\$3,191,531.51	\$3,134,129.35	\$3,115,779.99	\$3,128,465.24	\$3,324,891.90	\$3,463,717.40	\$3,446,597.36	\$3,510,500.00	\$3,177,535.00
JUNE	\$3,387,185.63	\$3,317,026.31	70,163	2.12%	\$3,252,618.86	\$3,148,961.63	\$3,047,439.84	\$3,053,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,149.70	\$3,309,665.46	\$3,121,984.00
JULY	\$3,313,189.60	\$3,313,189.60	(3,313,190)	-100.00%	\$3,292,659.85	\$3,270,406.10	\$3,121,260.19	\$3,209,283.88	\$3,338,065.40	\$3,627,299.60	\$3,618,559.24	\$3,554,031.38	\$3,097,146.00
AUGUST	\$3,152,143.53	\$3,152,143.53	(3,152,144)	-100.00%	\$3,126,172.74	\$2,990,215.24	\$3,055,054.28	\$3,008,383.58	\$3,242,314.28	\$3,355,093.13	\$3,352,803.08	\$3,242,648.18	\$3,109,873.00
SEPTEMBER	\$3,285,056.53	\$3,285,056.53	(3,295,057)	-100.00%	\$3,207,049.55	\$3,126,695.33	\$2,988,779.27	\$3,061,663.59	\$3,509,055.19	\$3,500,110.08	\$3,491,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$30,246,340.39	\$29,718,095.82	528,245	1.78%	\$38,802,149.99	\$37,882,579.29	\$37,066,399.57	\$37,923,690.81	\$41,507,394.98	\$42,784,677.47	\$42,047,677.58	\$40,657,328.25	\$37,376,553.00
FY TOTALS		\$39,478,485.48											

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY 2013, FY 2012, FY 2011 Or FY 2010. Additionally, Collections Shown Above For Current FY 2013 And For Prior Years FY 2012, FY 2011 and FY 2010 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.

June 2013 Collections Did Not Include Extraordinary Receipts For S&U Taxes Collected In June 2013 Of \$17,324.97 (or 60% of \$28,874.98) For Occasional Filer DF13050.

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

Month Taxes Deposited	FY 14 Compared to FY 13		FY 13 County Collections at 1.5%	Difference %	FY 14 County Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	\$3,280,219.93	137,926	\$3,142,293.68	4.39%	\$3,105,077.66	\$2,535,634.46	\$3,191,706.22	\$3,386,151.28	\$3,515,665.11	\$3,410,352.42	\$3,195,825.00	\$2,960,165.00
NOVEMBER	\$3,360,233.90	170,926	\$3,189,307.88	5.36%	\$3,011,716.15	\$2,650,712.59	\$3,066,325.46	\$3,359,051.41	\$3,354,320.41	\$3,327,662.76	\$3,132,960.48	\$2,838,525.00
DECEMBER	\$3,302,563.59	30,434	\$3,272,129.39	0.93%	\$3,149,620.65	\$2,863,389.45	\$2,990,679.76	\$3,447,637.03	\$3,315,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,866,244.98	(65,229)	\$3,931,474.14	-1.66%	\$3,942,439.37	\$3,707,672.59	\$3,948,050.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.62	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,939,651.95	(109,541)	\$3,049,192.57	-3.59%	\$2,987,315.00	\$2,848,671.98	\$2,972,561.06	\$3,153,391.51	\$3,379,040.47	\$3,285,713.91	\$3,054,230.18	\$2,926,065.00
MARCH	\$3,426,651.86	295,230	\$3,131,421.86	9.43%	\$3,237,955.70	\$3,061,962.18	\$3,003,250.85	\$3,277,803.53	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,823,236.56	223,712	\$3,599,524.70	6.22%	\$3,576,184.32	\$3,529,396.01	\$3,259,986.59	\$3,505,145.22	\$3,855,834.56	\$3,664,084.49	\$3,619,620.00	\$3,351,361.00
MAY	\$3,325,763.15	26,631	\$3,299,131.70	0.81%	\$3,231,144.58	\$3,146,504.02	\$3,128,465.24	\$3,324,891.90	\$3,463,717.40	\$3,446,597.36	\$3,610,500.00	\$3,177,535.00
JUNE	\$3,410,641.51	64,187	\$3,346,454.43	1.92%	\$3,320,667.09	\$3,095,242.43	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,149.70	\$3,309,665.46	\$3,121,984.00
JULY		(3,349,663)	\$3,349,663.44	-100.00%	\$3,334,791.83	\$3,171,968.28	\$3,209,283.98	\$3,338,055.40	\$3,627,299.60	\$3,618,569.24	\$3,554,031.38	\$3,097,145.00
AUGUST		(3,153,054)	\$3,153,053.75	-100.00%	\$3,150,849.41	\$2,942,105.45	\$3,008,363.58	\$3,242,314.28	\$3,355,083.13	\$3,352,803.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		(3,292,477)	\$3,292,477.17	-100.00%	\$3,232,972.57	\$3,025,207.58	\$3,126,963.16	\$3,609,055.19	\$3,500,110.08	\$3,491,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$30,735,207.45	774,277	\$29,960,930.33	2.58%	\$39,280,734.22	\$37,185,367.02	\$37,988,990.48	\$41,507,394.96	\$42,784,577.47	\$42,047,677.58	\$40,667,328.25	\$37,378,553.00

FY TOTALS \$39,756,124.69

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**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%	\$2,033,885.24	\$2,017,088.83	\$1,893,218.08	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,289,674.28	\$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	\$1,856,446.45	\$2,022,308.26	\$2,229,756.88	\$2,241,537.84	\$2,233,178.90	\$2,072,993.19
DECEMBER	\$2,169,555.99	\$2,156,268.11	13,288	0.62%	\$2,086,293.99	\$1,948,296.43	\$1,906,191.19	\$2,136,056.18	\$2,284,614.11	\$2,174,549.44	\$2,282,808.44	\$2,136,399.13
JANUARY	\$2,559,366.17	\$2,608,733.79	(49,368)	-1.89%	\$2,649,323.26	\$2,556,849.92	\$2,436,650.42	\$2,620,917.55	\$2,811,428.31	\$2,967,724.05	\$2,964,556.09	\$2,817,342.78
FEBRUARY	\$1,944,321.08	\$1,968,248.59	(23,928)	-1.22%	\$1,948,806.50	\$1,864,357.48	\$1,852,039.84	\$1,961,627.58	\$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	10.96%	\$2,130,409.16	\$2,018,325.73	\$1,987,878.13	\$1,982,069.68	\$2,173,215.54	\$2,203,462.52	\$2,219,023.74	\$2,111,735.34
APRIL	\$2,377,920.10	\$2,349,908.28	28,012	1.19%	\$2,336,160.47	\$2,251,890.23	\$2,295,451.42	\$2,153,195.40	\$2,319,623.54	\$2,552,776.74	\$2,510,946.03	\$2,384,489.02
MAY	\$2,216,594.87	\$2,151,387.07	65,208	3.03%	\$2,091,289.22	\$2,075,413.33	\$2,035,714.92	\$2,065,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE	\$2,243,196.38	\$2,170,841.10	72,355	3.33%	\$2,128,235.86	\$2,079,430.33	\$1,989,820.56	\$2,042,109.23	\$2,480,857.51	\$2,391,375.92	\$2,318,772.70	\$2,190,836.51
JULY	\$2,170,477.57	\$2,170,477.57	(2,170,478)	-100.00%	\$2,161,015.60	\$2,166,532.70	\$2,043,667.02	\$2,142,810.94	\$2,211,035.51	\$2,413,981.16	\$2,422,157.82	\$2,350,897.70
AUGUST		\$2,131,173.21	(2,131,173)	-100.00%	\$2,079,969.66	\$1,962,708.14	\$1,996,633.51	\$1,986,118.81	\$2,154,915.80	\$2,231,903.25	\$2,203,972.55	\$2,096,575.08
SEPTEMBER		\$2,183,146.41	(2,183,146)	-100.00%	\$2,101,659.77	\$2,063,635.49	\$1,953,355.70	\$2,022,316.76	\$2,332,187.51	\$2,342,155.12	\$2,315,788.43	\$2,200,538.80
Year to Date	\$20,018,592.47	\$19,513,272.61	505,320	2.59%	\$25,765,001.56	\$24,925,265.72	\$24,236,067.24	\$25,249,585.44	\$27,599,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,035.37

FY TOTALS \$25,995,069.80

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include SAU 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 SAU Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Began 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 SAU Refunds Issued.

June 2013 Collections Did Not Include Extraordinary Receipts For SAU Taxes Collected In June 2013 Of \$11,549.88 (or 40% of \$28,874.95) For Occasional Filer ID#13050.

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

Month Taxes Deposited	FY 14 Compared to FY 13			
	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%
OCTOBER	\$2,168,082.51	\$2,059,868.92	98,214	4.77%
NOVEMBER	\$2,211,660.67	\$2,073,083.78	138,577	6.68%
DECEMBER	\$2,175,889.07	\$2,161,032.89	14,856	0.69%
JANUARY	\$2,563,030.73	\$2,616,927.60	(53,897)	-2.06%
FEBRUARY	\$1,930,603.86	\$1,991,385.15	(60,881)	-3.06%
MARCH	\$2,261,069.69	\$2,074,146.97	186,923	9.01%
APRIL	\$2,524,294.50	\$2,360,555.16	163,739	6.94%
MAY	\$2,229,841.11	\$2,159,460.97	70,380	3.26%
JUNE	\$2,233,171.70	\$2,183,872.05	49,300	2.26%
JULY		\$2,194,793.45	(2,194,793)	-100.00%
AUGUST		\$2,131,451.32	(2,131,451)	-100.00%
SEPTEMBER		\$2,178,821.22	(2,178,821)	-100.00%
Year to Date	\$20,287,543.84	\$19,680,333.49	607,210	3.09%

FY TOTALS \$26,185,399.48

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MONTGOMERY COUNTY COMMISSION

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	\$122,046.52	\$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	\$79,625.91	\$65,773.76	\$69,418.38	\$72,734.13	
MARCH	\$202,573.31	\$120,791.98	\$81,781.33	67.70%	\$140,556.61	\$133,350.07	\$91,658.00	\$89,980.66	\$104,324.00	\$79,463.09	
APRIL	\$223,538.94	\$154,554.57	\$68,984.37	44.63%	\$155,696.79	\$143,432.70	\$97,434.00	\$89,419.80	\$98,280.44	\$91,745.00	
MAY	\$203,301.77	\$138,910.11	\$64,391.66	46.35%	\$132,858.15	\$135,834.83	\$90,676.00	\$93,291.00	\$94,118.00	\$103,146.70	\$77,494.40
JUNE	\$226,716.73	\$143,536.96	\$83,179.77	57.96%	\$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	\$92,373.52	\$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	\$1,596,904.17	\$1,169,149.68	\$427,754.49	36.59%	\$1,631,817.20	\$1,471,103.90	\$1,037,802.47	\$1,010,105.52	\$1,059,041.41	\$1,034,912.24	\$431,353.28

FY TOTALS \$1,600,698.31

NOTES:

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

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

June 2014 Collections Shown Above Are Net of \$538.86 Audits. June 2014 Collections Including Audits Totaled \$227,255.59.

MONTGOMERY COUNTY COMMISSION

TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections	FY 13 County Collections	Difference	FY 14 % of FY 13	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	\$115,849.14	\$117,747.11	-\$1,897.97	-1.61%	\$122,397.70	\$129,485.41	\$128,602.75	\$122,819.40	\$131,431.18	\$147,134.81	\$149,691.76	\$138,263.70	\$138,524.25
NOVEMBER	\$144,887.33	\$128,927.51	\$15,959.82	12.38%	\$126,136.43	\$131,821.66	\$131,105.74	\$140,959.08	\$139,649.82	\$149,346.81	\$170,905.01	\$140,764.99	\$139,303.09
DECEMBER	\$119,369.29	\$119,209.28	\$160.01	0.13%	\$123,734.46	\$122,993.67	\$121,824.96	\$126,525.74	\$130,676.82	\$142,001.39	\$137,089.46	\$137,192.77	\$130,614.23
JANUARY	\$124,428.93	\$119,438.35	\$4,990.58	4.18%	\$123,368.06	\$132,468.50	\$134,624.20	\$133,168.99	\$132,710.13	\$137,632.24	\$146,564.52	\$143,017.17	\$140,807.20
FEBRUARY	\$116,262.54	\$120,575.79	-\$4,313.25	-3.59%	\$116,317.80	\$117,843.95	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.54	\$121,367.94	\$128,331.93	\$131,563.01
MARCH	\$113,158.87	\$116,366.70	-\$3,207.83	-2.76%	\$118,944.86	\$119,740.83	\$122,760.76	\$122,181.42	\$127,836.30	\$129,748.16	\$146,493.12	\$130,888.28	\$132,255.94
APRIL	\$129,165.59	\$132,760.62	-\$3,595.03	-2.71%	\$125,195.99	\$133,872.83	\$140,254.46	\$131,464.51	\$143,992.83	\$121,070.37	\$147,331.92	\$146,760.44	\$148,737.03
MAY	\$127,462.01	\$128,976.82	-\$1,514.81	-1.17%	\$127,146.28	\$128,147.03	\$135,372.47	\$134,059.49	\$134,662.63	\$130,277.77	\$135,435.46	\$143,700.38	\$142,563.23
JUNE	\$132,708.57	\$135,036.74	-\$2,328.17	-1.72%	\$133,057.98	\$131,383.85	\$138,630.67	\$130,919.07	\$150,668.15	\$142,064.46	\$143,668.10	\$146,726.10	\$137,113.75
JULY		\$136,899.14	-\$136,899.14	-100.00%	\$129,894.40	\$130,793.70	\$137,671.94	\$135,859.21	\$133,863.13	\$136,886.87	\$150,335.37	\$146,221.33	\$134,076.13
AUGUST		\$134,598.24	-\$134,598.24	-100.00%	\$132,248.94	\$127,265.33	\$130,748.17	\$126,087.38	\$137,111.09	\$138,154.02	\$144,162.10	\$148,790.07	\$146,000.86
SEPTEMBER		\$131,991.94	-\$131,991.94	-100.00%	\$136,543.09	\$137,599.99	\$135,878.23	\$140,923.91	\$137,251.76	\$109,066.03	\$152,983.09	\$167,462.84	\$140,566.55
Year to Date	\$1,123,292.27	\$1,119,036.92	\$4,255.35	0.38%	\$1,514,987.99	\$1,543,417.76	\$1,586,295.07	\$1,569,722.77	\$1,622,221.33	\$1,611,976.56	\$1,744,978.85	\$1,708,120.00	\$1,662,125.27

FY Totals \$1,622,528.24

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