

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 6, 2017
AGENDA
INFORMATION SESSION

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

Prayer

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Manager of Public Affairs

Comments from Scheduled Attendees:

Artistic Director Kitty Seale and Director of Development Brenda Dennis with the
Alabama Dance Theatre
Director Karen Smith with the Montgomery County Department of Human Resources
Regional Director Pam Sparks with the Alabama Kidney Foundation and Patient Chair of
the Kidney Walk Jiles Williams, Jr.
Executive Director Ed Castile with AIDT and Regional Workforce Council Liaison
Brenda Tuck with the Alabama Department of Commerce
Chief Appraiser Clay Henley
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery
Area Chamber of Commerce
Executive Director Meesoon Han with A-KEEP
Chairman Clay Torbert with Blue Gray National Collegiate Tennis Classic

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Students from Montgomery Christian School followed by a short
performance by their Hand Bell Choir

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 17, 2017

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Contract for Design Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park, County Commission
2. Consider Authorization of Amendment Number 1 to Contract with Dieter Consulting Services, Inc., regarding Inspection and Evaluation of Elevators, Contract Number 59310-16P-002, County Commission
3. Consider Authorization of Proposed 2017 Legislative Agenda Item proposing an amendment to the Constitution of Alabama of 1901, to allow the members of the **Montgomery County Commission to participate in the Employees' Retirement System**, County Commission
4. Consider Authorization of Proposed 2017 Legislative Agenda Item relating to any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879); to further **provide for the membership of any airport authority established by the city**, County Commission
5. Consider Authorization of Proposed 2017 Legislative Agenda Item Relating to Montgomery County; Levying a **Sales Tax on the Retail and Wholesale Price of all Spirituous or Vinous Liquors Sold in the County**, and Providing for Disposition of the Proceeds, District Attorney's Office
6. Consider Authorization of Proposed 2017 Legislative Agenda Item Relating to Montgomery County; to amend Section 2 of Act 2015-264, 2015 Regular Session, imposing an **additional service of process fee for the service of documents** in the civil and criminal divisions of the circuit and district courts; to clarify that the fee shall be collected on each document requiring personal service of process by the Sheriff of Montgomery County for matters pending or to be commenced in a court in Montgomery or in a court outside of Montgomery County, Sheriff's Office
7. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Authorization of Bid Award for Moving the District Attorney's Office – Child Support Division, Bid Number 51100-17B-007, County Commission

10. Consider Authorization of 2015-2016 Performance Evaluation of County Administrator Donald L. Mims, County Commission
11. Consider Position Fill Request – Engineering Department (1)
 - County Road Equipment Operator II, Position Number 620552014
12. Consider Position Fill Requests – Detention Facility (7)
 - Corrections Officer/Corrections Officer Trainee, Position Number 500419041
 - Corrections Officer/Corrections Officer Trainee, Position Number 500419118
 - Corrections Officer/Corrections Officer Trainee, Position Number 500420019
 - Corrections Officer/Corrections Officer Trainee, Position Number 500420031
 - Corrections Officer/Corrections Officer Trainee, Position Number 500420034
 - Administrative Support Associate, Position Number 500013238
 - Stores Clerk I, Position Number 500018190
13. Consider Position Fill Request – Sheriff's Office (1)
 - Deputy Sheriff/Deputy Sheriff Trainee, Position Number 550431177
14. Consider Position Fill Requests – Probate Judge's Office (3)
 - Tag and License Supervisor, Position Number 750052008
 - Customer Service Clerk, Position Number 750016051
 - Customer Service Clerk, Position Number 750016023
15. Consider Travel/Training Requests (8)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Mr. Sederick Fluker with the Montgomery S.T.E.P. Foundation
Director of Risk Management Scott Kramer
Finance Director Barry Crabb with the City of Montgomery
General Services Director Lamar Allen

Reports from Staff:

**Administrator
Deputy Administrator
County Attorney
Manager of Public Affairs**

Adjourn

CALENDAR OF EVENTS

FEBRUARY 6, 2017

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

FEBRUARY 20, 2017

County Holiday (Washington's and Jefferson's Birthday)

FEBRUARY 21, 2017

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

MARCH 6, 2017

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

MARCH 20, 2017

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

APRIL 3, 2017

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

APRIL 17, 2017

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

AGENDA

FEB -6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-13-17

Check Number	To	Check Number
266499		266554
Total Checks Paid		\$425,514.57

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

AGENDA

FEB -6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-13-17

Check Number	To	Check Number
266555		266641
Total Checks Paid		\$324,450.38

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

AGENDA

FEB -6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-20-17

Check Number	To	Check Number
266642		266688
Total Checks Paid		\$163,329.78

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

AGENDA

FEB - 6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-20-17

Check Number	To	Check Number
266689		266754
Total Checks Paid		\$448,489.03

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

AGENDA

FEB -6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-27-17

Check Number	To	Check Number
266755		266824
Total Checks Paid		\$140,234.23

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

AGENDA

FEB -6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-27-17

Check Number	To	Check Number
266825		266920
Total Checks Paid		\$952,905.74

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

MONTGOMERY COUNTY COMMISSION

1/17/17 Meeting

REVISED

AGENDA

FEB - 6 2017

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/6/17

Payroll Check Number	127043	To	Payroll Check Number	127108	\$ 49,895.72
Direct Deposits					\$ 884,815.66
Payroll Check Number	127109	To	Payroll Check Number	127133	\$ 295,970.55
Direct Deposits					\$ 408,825.85
Federal Deposits					\$ 348,131.35
Total Payroll Paid					\$ 1,987,639.13

**REVISED - CHECK DATE 1/17/17 CHANGED TO 1/6/17
AND PAYROLL CHECK NUMBER 127132 CHANGED TO 127133**

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

2/6/17 Meeting

MONTGOMERY COUNTY COMMISSION

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

FEB - 6 2017

CHECKS ARE DATED
1/20/17

Payroll Check Number	127134	To	Payroll Check Number	127200	\$ 48,939.98
Direct Deposits					\$ 879,749.06
Payroll Check Number	127201	To	Payroll Check Number	127223	\$ 263,041.21
Direct Deposits					\$ 407,770.50
Federal Deposits					\$ 337,416.01
Total Payroll Paid					\$ 1,936,916.76

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

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON



DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

334.832.1210

FAX: 334.832.2533

TDD: 334.265.3568

WWW.MC-ALA.ORG

AGENDA

FEB - 6 2017

February 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract for Design Engineering Services with Goodwyn, Mills & Cawood, Inc.,
regarding Plans and Specifications for Construction of a New Industrial Access
Roadway in the Montgomery Industrial Park

The Montgomery County Commission, at its meeting on January 17, 2017, agreed to place on the next agenda a Contract for Design Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park.

I am requesting approval of this item.

DLM/tn

Attachment

CONTRACT FOR DESIGN ENGINEERING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between **GOODWYN, MILLS AND CAWOOD, INC.**, of Montgomery, Alabama, hereinafter referred to as "**ENGINEER**" and **THE MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as "**OWNER**",

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of

A NEW INDUSTRIAL ACCESS ROADWAY (LYNN GOWAN CLOSE) IN THE MONTGOMERY INDUSTRIAL PARK

*ALDOT PROJECT NO. IAR-051-000-012
MONTGOMERY COUNTY PROJECT NUMBER MCP 51-81-17*

hereinafter referred to as "the Project".

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to employ the services of ENGINEER as its sole and exclusive Engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

1. BASIC SERVICES

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this agreement applies as hereinafter provided. ENGINEER shall serve as owner's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such engineer's consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any engineer's consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions of the same time and the same locality.

- 1.1 ENGINEER shall perform professional services as hereinafter stated which includes customary civil engineering services as required by this project.

1.2 PROJECT SCOPE OF WORK / PRELIMINARY DESIGN PHASE

The scope of the services shall be limited to the design and development of roadway plans to construct a new industrial access roadway (Lynn Gowan Close) in the Montgomery Industrial Park as defined by the agreement between the Montgomery County Commission and the Alabama Department of Transportation described as Project Number IAR-051-000-012.

- 1.2.1 The ENGINEER shall further consult with OWNER and review available data to clarify and define OWNER's requirements for the Project.

- 1.2.2 In consultation with the OWNER, determine the extent of the Project, which includes the limits of the project, curb and/or gutter improvements, storm sewer improvements, possible utility conflicts and potential environmental issues.
- 1.2.3 Prepare preliminary design documents consisting of the preliminary layout, final design criteria, and an Opinion of Probable Project Cost.
- 1.2.4 Furnish and review the preliminary design documents with the OWNER for final approval of the OWNER's requirements for the project.

1.3 FINAL DESIGN PHASE

After authorization by the OWNER to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the Opinion of Probable Project Cost, prepare final drawings and specifications for incorporation in the Contract Documents that show the character and extent of the Project, hereinafter called "Bid Documents".
- 1.3.2 Design the project to conform to all Federal, State and Local standards.
- 1.3.3 The Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, will govern in the development of the plans and specifications for this project.
- 1.3.4 Perform all route surveying for the Project corridor.
- 1.3.5 Conduct subsurface geotechnical explorations, such as borings and soil tests, and prepare a report to be included in the Final Design Phase of the construction documents.
- 1.3.6 Prepare an ADEM Stormwater permit application and CBMPP plan (if required) and assist the OWNER with the submittal of the ADEM Stormwater permit prior to the Bidding Phase.
- 1.3.7 Other environmental services such as performing wetland delineation, US Fish & Wildlife Concurrence, US Army Corps of Engineers permitting, Alabama Historical Commission concurrence or other permitting, investigations or regulatory requirements are not expected to be needed and therefore are not included in this Scope. If needed, the services will be considered additional services.
- 1.3.8 The OWNER will be responsible for acquiring any Rights of Entry, additional Rights of Way, Easements, etc. that may be required for the development of the roadway plans. Any assistance required by the OWNER for Right of Way and/or Easement acquisition shall be considered additional services.
- 1.3.9 Advise OWNER of any adjustments to the latest Opinion of Probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised Opinion of Probable Project Cost based on the Final Bid Documents. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Project Cost prepared by ENGINEER.

1.3.10 Prepare for review and approval by the OWNER, its legal counsel and other advisors, contract agreement forms, general conditions, bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.11 Provide sufficient plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the Project.

1.4 BIDDING OR NEGOTIATING PHASE

After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable cost, and upon the OWNER's and ALDOT's authorization to proceed, ENGINEER shall proceed with the performance of the services called for in the Bidding Phase.

1.4.1 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements for the Project. The ENGINEER will assist the OWNER in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conference and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.

1.4.2 Issue addenda as appropriate to clarify, correct or change the bid documents.

1.4.3 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.4 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

1.5 CONSTRUCTION PHASE

Construction services (including, but not limited to construction administration, inspection, engineering and management) are not included as a part of this agreement.

2. OWNER'S RESPONSIBILITIES

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 2.1 Provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish ENGINEER with a copy of any design and construction standards which the OWNER will require the ENGINEER to follow for the Project.
- 2.2 Assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 2.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 2.4 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 2.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property for data collection as required for ENGINEER to perform services under this Agreement. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 2.6 Pay all costs associated with necessary easement / right of way acquisition.
- 2.7 Obtain all permits and environmental clearances necessary to construct the project.
- 2.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 2.9 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and applications fees.
- 2.10 The OWNER's representative shall attend the any pre-bid meetings and the bid opening.
- 2.11 If Additional Services are required for the Project, the OWNER agrees to pay ENGINEER for those Additional Services as outlined in Section 3 of this Agreement.

3. ADDITIONAL SERVICES

The following scope of services shall be considered additional work above and beyond the Basic Services outlined in Section 1 of this Agreement. The OWNER and ENGINEER shall agree to any Additional Services through a written amendment hereto, for the ENGINEER to furnish or obtain from others, prior to such services being performed. Compensation for the Additional Services will be as negotiated between the OWNER and ENGINEER. The Terms for such compensation shall be included in said written amendment to the Agreement.

- 3.1 Performing additional survey work or additional courthouse research as needed for the preparation of easements and deeds, preparation of documents for easement and right of way acquisition, research of legal documents, boundary surveys and post construction services.
- 3.2 Performing environmental permitting and investigation work other than the specific permits outlined in Section 1 of this Agreement such as wetlands delineation and mitigation, subsurface soil or groundwater contamination, survey of endangered or threatened species, cultural resource surveys, US Army Corps of Engineers permitting, etc.
- 3.3 Perform additional subsurface investigations should unusual subsurface conditions be discovered during the Design Phase.
- 3.4 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by the ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond the ENGINEER's control.
- 3.5 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

4. TERMS AND CONDITIONS

- 4.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Engineer's services. ENGINEER and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 4.2 ENGINEER shall not at any time supervise, direct, or have control over any contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- 4.3 ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.
- 4.4 OWNER may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between OWNER and ENGINEER, shall be incorporated in written amendments to this Contract.

- 4.5 ENGINEER represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by ENGINEER, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- 4.6 All design documents prepared or furnished by ENGINEER are instruments of service, and ENGINEER retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- 4.7 ENGINEER will not assign any interest on this Contract, and will not transfer any interest in the same without the prior written consent of OWNER thereto, provided, however, that claims for money by ENGINEER from OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to OWNER.
- 4.8 The parties acknowledge that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable laws and Regulations.
- 4.9 ENGINEER will in its preparation of the Bid Documents, require the Contractor to comply with all applicable laws, ordinances and codes of the State and Local governments.
- 4.10 ENGINEER shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
- 4.11 If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.
- 4.12 Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

- 4.13 The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER's services or work product promptly, or delays caused by faulty performance by the OWNER or by contractors of any level. When such delays beyond the ENGINEER's reasonable control occur, the OWNER agrees the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Contract.
- 4.14 This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.
- 4.15 Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.
- 4.16 Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that this agreement shall be reformed or replaced such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.17 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 4.18 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Section 5 of this Agreement, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

5. FEES AND PAYMENTS

The OWNER agrees to pay to the ENGINEER a lump sum fee of \$66,500 for the Basic Services as outlined in Section 1 of this Agreement based on the fee schedule shown below. Payment for these Basic Services shall be made in installments (no more than once monthly) based upon percentage complete as work progresses.

- 5.1 For the Preliminary Design Phase, the Final Design Phase and the Bidding Phase, the OWNER will pay the ENGINEER a lump sum fee of \$60,000.
- 5.2 For subsurface geotechnical explorations, such as borings and soil tests, and Report, the OWNER will pay the ENGINEER a lump sum fee of \$4,500.

- 5.3 For Stormwater Permitting costs, which include the preparation of the permit, preparation of the CBMPP, preparation to transfer the permit to the Contractor, and the permit termination, the OWNER will pay ENGINEER a lump sum fee of **\$2,000**. This does not include the application fee required by ADEM for the NPDES permit or the ADEM fee for transferring the permit into the Contractor's name. At this time, those fees are \$1,385 and \$800, respectively, and will be paid directly to ADEM by the OWNER.
- 5.4 Items listed under Section 3 of this Agreement are **NOT ANTICIPATED** to be needed and therefore are not included in the Scope of these Services. However, should it be determined that any of these items are needed, they can be added as Additional Services under the terms described in Section 3 of this Agreement.
- 5.5 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by the ENGINEER's consultant to the ENGINEER time a factor of two.
- 5.6 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at a rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, without liability, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to the interest and then to principal.

IN TESTIMONY OF WHICH, ENGINEER has signed this agreement and OWNER, by an appropriate motion adopted at a legally authorized meeting of its governing body held on the _____ day of _____, 2017, has authorized this agreement to be executed.

MONTGOMERY COUNTY COMMISSION

**GOODWYN, MILLS AND CAWOOD, INC.
MONTGOMERY, ALABAMA**

By: _____

Elton N. Dean, Sr., Chairman
Montgomery County Commission

By: _____

Bobby Kemp, P.E.
Transportation Engineering

Attest:

Attest:

AGENDA

FEB -6 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: January 9, 2017

RE: Contract No. 59310-16P-002
Inspection and Evaluation of Elevators

I request that the attached Amendment No. 1 to Dieter Consulting Services, Inc. contract for inspection and evaluation of elevators be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 15, 2017 and ending on February 16, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

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

Amendment
To
Contract # 59310-16P-002

Amendment No. 1

Contract with Dieter Consulting Services, Inc. for inspection and evaluations of elevators is hereby extended for one (1) year, beginning February 15, 2017 and ending February 16, 2018.

All other provisions of the contract remain the same.

WITNESS:

DIETER CONSULTING SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

FEB -6 2017

1 172433-1 : n : 11/03/2015 : FC / tj LRS2015-3150

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3
4
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6
7
8 SYNOPSIS: This bill would propose an amendment to the
9 Constitution of Alabama of 1901, to allow the
10 members of the Montgomery County Commission to
11 participate in the Employees' Retirement System.

12
13 A BILL
14 TO BE ENTITLED
15 AN ACT

16
17 Proposing an amendment to the Constitution of
18 Alabama of 1901, to allow the members of the Montgomery County
19 Commission to participate in the Employees' Retirement System.

20 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

21 Section 1. The following amendment to the
22 Constitution of Alabama of 1901, is proposed and shall become
23 valid as a part of the Constitution when all requirements of
24 this act are fulfilled:

25 PROPOSED AMENDMENT

26 No elected or appointed Montgomery County
27 Commissioner may assume a supernumerary office after the

1 effective date of this amendment. Each member of the
2 Montgomery County Commission may participate in the Employees'
3 Retirement System of Alabama upon the same terms and
4 conditions as may be specified by law for any other employee
5 in the same retirement system. A Montgomery County
6 Commissioner holding office at the time of the ratification of
7 this amendment shall be eligible to purchase service credit in
8 the Employees' Retirement System for the time the official has
9 served in the current office; provided, however, the official
10 may not assume a supernumerary office.

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Section 284.01
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official ReCompilation of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to the Constitution of Alabama of 1901, to allow the
24 members of the Montgomery County Commission to participate in
25 the Employees' Retirement System.

26 "Proposed by Act _____."

1 This description shall be followed by the following

2 language:

3 "Yes () No ()."

AGENDA

FEB -6 2017

1 164485-1 : n : 02/06/2015 : FC / agb LRS2015-445

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6
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8
9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to any Class 3 municipality organized under
14 Act 618, 1973 Regular Session (Acts 1973, p. 879); to further
15 provide for the membership of any airport authority
16 established by the city.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Notwithstanding any other provision of
19 law, any airport authority established by any Class 3
20 municipality organized under Act 618, 1973 Regular Session
21 (Acts 1973, p. 879), shall have two additional members
22 appointed by the county commission of the county where the
23 municipality is located. Members appointed pursuant to this
24 section shall serve for terms as currently provided for other
25 members of the authority.

26 Section 2. All laws or parts of laws which conflict
27 with this act are repealed.

1 Section 3. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.

AGENDA

FEB -6 2017

1 172669-1 : n : 12/08/2015 : FC / tj LRS2015-3358
2
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9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; levying a sales tax
14 on the retail and wholesale price of all spirituous or vinous
15 liquors sold in the county, and providing for disposition of
16 the proceeds.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Pursuant to the authority granted in
19 Section 104 of the Constitution of Alabama of 1901, in
20 Montgomery County, there is hereby levied and shall be
21 collected a sales tax at the rate of five percent upon the
22 wholesale and retail price, excluding taxes, of spirituous or
23 vinous liquors sold at retail or wholesale in the county by
24 the Alcoholic Beverage Control Board, its stores, or its
25 successors or assigns. The county tax herein levied shall be
26 collected by the board, its successors, or assigns, from the
27 wholesale and retail purchaser at the time the wholesale or

1 retail price is paid. The tax shall be collected as are other
2 taxes on alcoholic beverages and deposited into the county
3 general fund to be distributed to the Montgomery County
4 district attorney's office, district attorney fund, for the
5 operation of the office. The Alcoholic Beverage Control Board
6 may withhold five percent of the tax collected under this act
7 for costs for administration and collection not to exceed two
8 thousand dollars (\$2,000) per year.

9 Section 2. This act shall become effective on the
10 first day of the third month following its passage and
11 approval by the Governor, or its otherwise becoming law.

AGENDA

FEB -6 2017

181105-1 : n : 01/06/2017 : KMS / tj LRS2017-13

A BILL
TO BE ENTITLED
AN ACT

Relating to Montgomery County; to amend Section 2 of Act 2015-264, 2015 Regular Session, imposing an additional service of process fee for the service of documents in the civil and criminal divisions of the circuit and district courts; to clarify that the fee shall be collected on each document requiring personal service of process by the Sheriff of Montgomery County for matters pending or to be commenced in a court in Montgomery County or in a court outside of Montgomery County.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 2 of Act 2015-264, 2015 Regular Session, is amended to read as follows:

"Section 2. (a) In addition to all existing charges, fees, judgments, and costs of court, in the civil division and in the criminal division of the district and circuit courts of

1 Montgomery County, an additional one-time service of process
2 fee of thirty dollars (\$30) per document shall be imposed and
3 collected for service or attempted service of process on each
4 document requiring personal service of process by the Sheriff
5 of Montgomery County for matters pending or to be commenced in
6 a court in Montgomery County.

7 ~~"(b) In addition to all existing charges, fees,~~
8 ~~judgments, and costs of court, in the civil division of the~~
9 ~~district and circuit courts of Montgomery County, an~~ An
10 additional one-time service of process fee of thirty dollars
11 (\$30) per document shall be imposed and collected for service
12 or attempted service of process on each document requiring
13 personal service of process by the Sheriff of Montgomery
14 County for matters pending or to be commenced in a court
15 outside of Montgomery County.

16 "(c) The court official designated in Montgomery
17 County by law for the respective courts shall collect the
18 service of process fee designated in subsections (a) and (b)
19 and shall remit the fees collected as follows: Ten percent of
20 each fee shall be retained by the circuit clerk and deposited
21 in the circuit clerk's fund or similar fund to be used for the
22 operation of the circuit clerk's office and the remainder of
23 the fee shall be distributed to the Montgomery County
24 Commission to be deposited in the county general fund.
25 Notwithstanding the foregoing, the fee shall not be imposed
26 and collected if the court finds payment of the fee will
27 create a substantial hardship. A verified statement signed by

1 the person requesting service and approved by the court
2 attesting the substantial hardship shall be filed with the
3 clerk of the court.

4 "(d) The district attorney, law enforcement, and
5 grand juries shall be exempt from payment of the fees provided
6 in this act."

7 Section 2. This act shall become effective on the
8 first day of the third month following its passage and
9 approval by the Governor, or its otherwise becoming law.

FEB -6 2017



Montgomery Area Committee of 100, Inc.

P. O. Box 79

Montgomery, AL 36101

Invoice

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

Date	Invoice #
1/5/2017	1672

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

FEB - 6 2017

February 6, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

C-2017-35: Southeastern Dixie Youth Baseball League, Inc., for Permanent Storage Building - \$2,500; (Singleton)

NC-2017-67: Montgomery County Sheriff's Fund, for Pine Level Community Day Event - \$1,200; (Singleton)

NC-2017-68: City of Montgomery, for Montgomery County ADA Compliance Coordinator - \$6,000; (Dean)

NC-2017-69: Troy University, for Facility Upgrades at The Davis Theatre - \$5,000; (Walker)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2017-3: BOE, Robert E. Lee High School, for Football Banquet, Attn: Tyrone Rogers - \$3,000; (Walker)

DLM/tll

AGENDA

FEB -6 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 25, 2017

RE: Invitation to Bid No. 51100-17B-007
Move District Attorney's Office- Child Support Division

Request approval of award on the above referenced Invitation to Bid to the lowest responsible bidder, Armstrong Relocation in the amount of \$6,995.00, be placed on the agenda for February 6, 2017.

Coordination of award made with Shaun Lehman, information Technology Support Coordinator, Montgomery County District Attorney's Office.

Attachment

Purchasing Department

Montgomery County Commission

[illegible]

14 BIDS MAILED

9.2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

FEB -6 2017

February 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The Montgomery County Commission, at its meeting on January 17, 2017, agreed to place the Performance Evaluation (Consolidated Report) for County Administrator Donald L. Mims, CPA, MPA, on the next agenda.

I am requesting approval of this Performance Evaluation.

Should you have any questions, please contact me.

DLM/tn

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Engineering
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: George Speake

POSITION INFORMATION:

Position Title County Road Equipment Operator II
 Position Number 620552014
 Pay Grade S06 Pay Range \$27,921 - \$41,718
 Proposed Effective Date 3/13/2017

Type of Hire (☐) New (☒) Promotional - Engineering Dept only
 Type of Appointment (☒) Permanent (☐) Temporary In house

DEPARTMENT APPROVAL:

Sam I. Speake
 Department Head

Date 1/31/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Risa Herring
 Employee Benefit Manager

Date 1-31-17

Sherill Thomas
 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Corrections Officer / Trainee
 Position Number 500419041
 Pay Grade PCT / PC-1 Pay Range \$30,096 - \$46,832
 Proposed Effective Date 2/13/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

[Signature]
 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

[Signature]
 Employee Benefit Manager

Date 1-31-17

[Signature]
 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1334

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500419118

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham
Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Riva Henning
Employee Benefit Manager

Date 1-23-17

Sherill B. Thomas
Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

FEB -6 2017

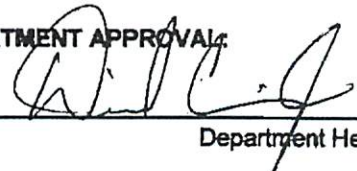
POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Corrections Officer / Trainee
 Position Number 500420019
 Pay Grade PCT / PC-1 Pay Range \$30,096 - \$46,832
 Proposed Effective Date 2/13/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


 Employee Benefit Manager

Date 1-31-17


 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1321

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500420031

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

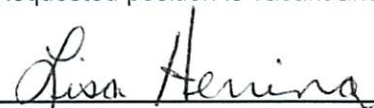
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1320

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500420034

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

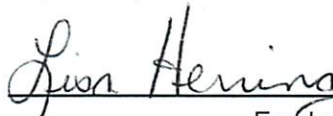
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

FEB -6 2017

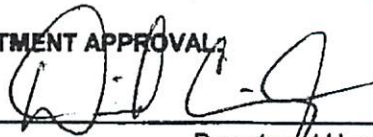
POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013238
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date 1/30/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


 Employee Benefit Manager

Date 1-31-17


 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1340

Position Title Stores Clerk I

Position Number 500018190

Pay Grade A03 \$25,630 - 38,294

Proposed Effective Date 1/30/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

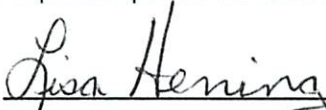
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office -

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Sheriff Derrick Cunningham

POSITION INFORMATION:

JobAps Req ID# 1331

Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number 550431177

Pay Grade PS1 - \$38,236 - \$51,661

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

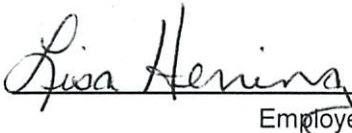
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

FEB - 6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:	PROBATE
DEPARTMENT HEAD:	Judge Steven Reed
SUPERVISOR:	William Flowers

POSITION INFORMATION:

Position Title	Tag & License Supervisor	
Position Number	750052008	
Pay Grade	A07	Pay Range \$40,664-\$60,755
Proposed Effective Date	2/6/2017	
Type of Hire	(☐) New	(☒) Promotional
Type of Appointment	(☒) Permanent	(☐) Temporary

DEPARTMENT APPROVAL:

Department Head

Date 1/26/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Risa Hering
Employee Benefit Manager

Date 1-26-17

Shuill R Thomas
Finance Director

Date 1-26-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE
 DEPARTMENT HEAD: Judge Steven Reed
 SUPERVISOR: William Flowers

POSITION INFORMATION:

Position Title Customer Service Clerk
 Position Number 750016051
 Pay Grade A04 Pay Range \$28,765-\$42,978
 Proposed Effective Date 2/6/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

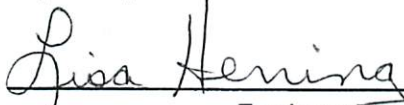
DEPARTMENT APPROVAL:


 Department Head

Date 1/26/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


 Employee Benefit Manager

Date 1-26-17


 Finance Director

Date 1-26-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

AGENDA
FEB - 6 2017

Date: January 11, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, Alabama
Departure Date: February 13, 2017 Return Date: February 17, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend K9 Seminar

Traveler (s) Name: 1. Josh Henry 4. _____
2. Mike Krzeminski 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,159.96 Advance Registration Required: \$200.00

Department Name: Sheriff's Office Fund Name: 001-52110.380

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,159.96 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.380</u> (ex: 000-00000-000)
Description:	<u>Investigations-Canine</u>
Current Budget:	<u>\$45,300.00</u>
Approved Requests:	<u>\$7,862.44</u>
Budget Available:	<u>\$37,437.56</u>
Current Requests:	<u>\$1,159.96</u>
Budget Balance:	<u>\$36,277.60</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/23/2017

cc: Finance Director / Buyer

15-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 26

AGENDA
FEB - 6 2017

Date: January 31, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Chelsea, AL
Departure Date: February 13, 2017 Return Date: February 16, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Sergeant Assessment Training

Traveler (s) Name: 1. Jorge Crawford 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$13,058.27</u>	
Budget Available:	<u>\$11,941.73</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$10,841.73</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 2/1/2017
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 27

AGENDA
FEB - 6 2017

Date: January 31, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: May 15, 2017 Return Date: May 19, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend RCTA training

Traveler (s) Name: 1. Kenneth Gordon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$14,058.27</u>	
Budget Available:	<u>\$10,941.73</u>	
Current Requests:	<u>\$1,600.00</u>	
Budget Balance:	<u>\$9,341.73</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/1/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

AGENDA

FEB -6 2017

Date: January 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2017 Return Date: March 24, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Appraisal Manual (RES/AGR) (30 Hours)

Traveler (s) Name: 1. Antreece Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$275.00

TOTAL EST. COST: \$275.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51958.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$11,193.92</u>	
Budget Available:	<u>\$18,806.08</u>	
Current Requests:	<u>\$275.00</u>	
Budget Balance:	<u>\$18,531.08</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/13/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA

FEB -6 2017

Date: January 27, 2017

To: Donald L. Mims, Administrator

From: Carmen Douglas, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Antonio, TX

Departure Date: September 17, 2017 Return Date: September 21, 2017

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend the IPMA-HR Conference 2017

Traveler (s) Name: 1. Robbie Estes 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,373.00 Advance Registration Required: \$499.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - 499.00; Airfare - 500.00; Food - 350.00; Hotel - 934.00
Taxi - 70.00; Tips - 20.00

To: Carmen Douglas, Director

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,373.00 and advance registration of \$499.00 is authorized.

To be completed by the Finance Department

Fund Code: 123-51961-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$25,000.00
Approved Requests: \$10,703.07
Budget Available: \$14,296.93
Current Requests: \$2,373.00
Budget Balance: \$11,923.93

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/30/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

FEB -6 2017

Date: January 23, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: North Augusta, SC
Departure Date: February 15, 2017 Return Date: February 17, 2017
Conference Leave (Days / Hours): three days
Purpose of Travel: To attend Taser Instructor Course

Traveler (s) Name: 1. Ronald Sellers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,070.00 Advance Registration Required: \$435.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: hotel, food, gas, registration fee

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,070.00 and advance registration of \$435.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$2,895.58</u>	
Budget Available:	<u>\$6,104.42</u>	
Current Requests:	<u>\$1,070.00</u>	
Budget Balance:	<u>\$5,034.42</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/25/2017
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

FEB -6 2017

Date: February 1, 2017

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive Montgomery AL 36117

Departure Date: March 14, 2017 Return Date: March 14, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To attend Alabama Crime Prevention Clearinghouse & Training Institute

Traveler (s) Name: 1. Demetric Shipman 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$2,895.58</u>	
Budget Available:	<u>\$6,104.42</u>	
Current Requests:	<u>\$1,070.00</u>	
Budget Balance:	<u>\$5,034.42</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA
FEB -6 2017

Date: February 1, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: SummaSource at Auburn Montgomery
Departure Date: February 28, 2017 Return Date: February 28, 2017
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend Mental Health First Aid Training

Traveler (s) Name: 1. Ronald Sellers 4. Jeffery Solomon
2. Amberly Tutt-Lewis 5. _____
3. ReBecca Johnson 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$2,895.58</u>	
Budget Available:	<u>\$6,104.42</u>	
Current Requests:	<u>\$1,270.00</u>	
Budget Balance:	<u>\$4,834.42</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/2/2017

cc: Finance Director / Buyer

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