

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 7, 2009

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean and Commissioner Wilson requested a \$500 miscellaneous appropriation to Alabama Baseball Coaches Association, Inc., for the 2009 Community College Fall Sophomore Workouts and Fall Classic from each of their accounts.

Vice Chairman Ingram requested a \$200 miscellaneous appropriation to Empowering Communities Helping Ourselves (ECHO) for Program Services from his account. Commissioner Williams requested a \$500 miscellaneous appropriation from his account for the same purpose.

Commissioner Polizos requested a \$4,000 miscellaneous appropriation to Snowdown Volunteer Fire Department for equipment from his account.

Commissioner Williams requested a \$1,000 miscellaneous appropriation to George Washington Carver High School for the choir from his account.

The Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Memorandum of Understanding with the City of Montgomery regarding the BONDS Program, which had been reviewed by County Attorney Tyrone Means. Administrator Mims inquired as to whether it would be the desire of the Commission to approve a Budget Change in the amount of \$16,500 for funds that are currently budgeted for BONDS in the contracts account. The Commission inquired as to how the funds would be used.

Administrator Mims agreed to have Director Regina Berry explain this at the next County Commission meeting.

Administrator Mims presented Phase I of the Eastern/Southern Montgomery County Bicycle System Proposal submitted by Goodwyn, Mills and Cawood, Inc. Commissioner Wilson suggested that the Commission look into grants that would help fund Phase II of the project. After discussion, the Commission agreed to waive rules and place this proposal and a related Budget Change in the amount of \$8,700 from the Special Account on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams inquired as to whether the County would be responsible for the rest rooms at Snowdown Park. Administrator Mims informed him that the County would be responsible due to the liability issues.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a request from County Engineer George Speake for the Authorization of an Additional Clerk III Position and a Position Fill Request for Clerk III. Vice Chairman Ingram stated that the Clerk Typist II in the Engineering Department is currently doing the work of a Clerk III. After discussion, the Commission agreed to place these two items on the next agenda.

Administrator Mims asked the Commission to consider approval of a Budget Change in the amount of \$67,520 to fund the Mobis Alabama, LLC Expansion Project, per an Agreement approved by the Montgomery County Commission on May 11, 2009. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Change Order to Bailey-Harris Construction for the Humidification System in the Archives Storage Areas of Annex III. After discussion, the Commission agreed to discuss the matter further at the next County Commission meeting.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram inquired as to the status of research on a job description for the proposed position that would be responsible increasing revenue by visiting businesses located in the county to confirm that they have county business licenses and pay their sales taxes in a timely manner. Deputy Administrator Mitchell informed the Commission that the City of Montgomery would be hiring a contract person to verify business licenses and payment of sales taxes. Administrator Mims stated that he had received a job description from Shelby County and several other counties throughout the U.S. The Commission agreed to discuss this matter at a later date.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Revenue Reports for the Month of November 2009 from Revenue Manager Larry Curvin.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented a memorandum from Revenue Manager Larry Curvin regarding Accounts Receivable Procedures in Place and Balance Due Status. Chairman Dean inquired as to whether the Examiners and Auditors are going above and beyond what needs to be done to ensure that this money is collected. Deputy Administrator Mitchell assured him that they were.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL AND JUVENILE DETENTION DIRECTOR MICHAEL PROVITT

Juvenile Court Administrator Bruce Howell briefed the Commission regarding contracts for housing juveniles at the Montgomery County Youth Facility for Autauga, Butler, Elmore, Lowndes and Monroe counties.

Mr. Howell briefed the Commission regarding a Personal Services Contract with Dr. Adedoyin Dosunmu-Ogunbi to provide medical services for youth detained at the Youth Facility. Mr. Howell noted that the Contract was decreased by 10 percent this year.

Mr. Howell briefed the Commission regarding the Community Alternative Management Plan (CAMP) Grant Agreement with the Alabama Department of Youth Services.

Mr. Howell briefed the Commission regarding the Alabama Department of Youth Services Grant/Subsidy Agreement, Parts I and II Funds.

All of these items were on the agenda.

PRESENTATION BY DONALD JENKINS WITH CENTENNIAL HILL GARDENING PROJECT

Donald Jenkins with Centennial Hill Gardening Project briefed the Commission regarding the organization and requested funding for the project. Vice Chairman Ingram stated that he would like to visit the neighborhood before the next meeting.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented inspection reports regarding the building located at 530 South Lawrence Street. He stated that the heating and cooling system was in great condition. However, there were minor plumbing problems in the restrooms. He noted that new carpet would need to be installed and the roof and water heater would need to be replaced. Deputy

Administrator Mitchell also informed the Commission that the parking lot would need to be resealed.

Administrator Mims stated that he had received the Phase I Environmental Review from Haynes Kelley and it was clean. He also stated that he had received a Termite Protection Plan from Terminix.

Chairman Dean stated that he would meet with District Attorney Ellen Brooks before the next meeting to discuss funding for the repairs.

Administrator Mims informed the Commission the closing date would have to be scheduled before December 31.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake asked the Commission to approve the Position Fill Request for a Clerk III that was previously discussed at the October 13 and October 26, 2009, Information Sessions. The Commission agreed to place this item on the next agenda.

Mr. Speake informed the Commission that it would cost approximately \$176,000 to pave the gravel portion of West Sprague Junction Road. He stated that this road presently carries about 34 vehicles per day. After discussion, Chairman Dean and Vice Chairman Ingram asked Mr. Speake to add this project for 2010.

Commissioner Williams asked Mr. Speake to investigate possibility of lowering the speed limit to 45 miles per hour on Lower Wetumpka Road.

DISCUSSION BY THE COMMISSION

Commissioner Williams indicated that County Attorney Thomas T. Gallion, III, had issued an Opinion stating that funds can be appropriated to St. Jude Catholic High School for the Athletic Department and requested a \$1,000 miscellaneous appropriation from his account for this purpose. The Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Commissioner Wilson.

The Pledge of Allegiance was led by Chairman Dean.

County Administrator Mims called Roll to Establish Quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Ingram and Members Polizos, Williams and Wilson. Also present were County Attorney Thomas T. Gallion, III, and County Engineer Speake.

Vice Chairman Ingram made a motion to approve the Minutes of the Regular Meeting of November 23, 2009. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED CONTRACT AGREEMENT WITH CROSBY DRINKARD GROUP, LLC, REGARDING GOVERNMENTAL AFFAIRS CONSULTING SERVICES

The Administrator requested approval of Contract Agreement with Crosby Drinkard Group, LLC, regarding Governmental Affairs Consulting Services.

Mr. Polizos made a motion to approve the Contract Agreement. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Contract Agreement, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT AGREEMENT WITH PHYLLIS CARNES REGARDING CLEANING OF REST ROOMS AT SNOWDOWN PARK

The Administrator presented the following memorandum from Parks and Recreation Superintendent James Williams requesting approval of Contract Agreement with Phyllis Carnes:

MEMORANDUM

TO: Montgomery County Commission

FROM: James Williams
Parks and Recreation Superintendent

DATE: December 1, 2009

SUBJECT: Contractual Agreement for Snowdoun Park Restrooms

I am requesting approval to authorize and enter into contract between Phyllis Carnes and the Montgomery County Commission for cleaning and maintaining two restrooms at Snowdoun Park.

Per the contract, Ms. Carnes would provide all labor, cleaning supplies and materials. Ms. Carnes will be paid no more than \$50.00 per week not to exceed \$2,600 per year. In the event that any emergency clean ups are required, Ms. Carnes will be paid \$25.00 per clean-up. The attached Agreement outlines the job duties required of Ms. Carnes.

I believe the amount for Ms. Carnes to clean the restrooms to be a fair and marketable price. Your consideration and approval at the next Commission meeting on December 7, 2009 is appreciated.

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Contractual Agreement, Agenda Pages 2-2 through 2-4, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED MICROSOFT/VOLUME LICENSING
ENTERPRISE ENROLLMENT RENEWAL AGREEMENT FOR SOFTWARE PRODUCTS
AND SUPPORT

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Microsoft/Volume Licensing Enterprise Enrollment Renewal Agreement:

November 24, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Contract Request for
Information Systems Department

Attached is a memo and documents from Lou Ialacci requesting a three-year renewal of the Microsoft Enterprise Agreement. This agreement is for the continued use of their software products and support on the County's 40 servers and 450 individual workstations. This agreement was discussed during the information session of the November 23, 2009 County Commission meeting.

I agree with the recommendations and ask the Commission to approve this agreement at the next Commission meeting on December 7, 2009.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letters and Enterprise Enrollment Renewal Form, Agenda Pages 3-2 through 3-6, are attached to these Minutes.)

OMNIBUS VOTE

Vice Chairman Ingram requested that the Commission omnibus the following four items and the Commission concurred. Vice Chairman Ingram made a motion to approve the following four agenda items. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

YOUTH FACILITY – APPROVED COMMUNITY ALTERNATIVE MANAGEMENT PLAN (CAMP) GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES

The Administrator presented a memorandum from Juvenile Detention Director Michael Provitt requesting approval of Community Alternative Management Plan (CAMP) Grant Agreement with the Alabama Department of Youth Services.

As approved in the Omnibus Vote, Vice Chairman Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies Memorandum, Letter and Grant Award Agreement, Agenda Pages 4-1 through 4-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT, PARTS I AND II FUNDS

The Administrator presented a memorandum from Juvenile Detention Director Michael Provitt requesting approval of Alabama Department of Youth Services Grant/Subsidy Agreement, Parts I and II Funds.

As approved in the Omnibus Vote, Vice Chairman Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum, Letter and Youth Services Grant/Subsidy Agreement, Parts I and II Funds, Agenda Pages 5-1 through 5-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR THE FOLLOWING COUNTIES: AUTAUGA, BUTLER, ELMORE, LOWNDES, AND MONROE

The Administrator presented a memorandum from Juvenile Detention Director Michael Provitt requesting approval of Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Elmore, Lowndes, and Monroe Counties.

As approved in the Omnibus Vote, Vice Chairman Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Contracts, Agenda Pages 6-1 through 6-21, are attached to these Minutes.)

YOUTH FACILITY – APPROVED PERSONAL SERVICES CONTRACT WITH ADEDOYIN DOSUNMU-OGUNBI, M.D., TO PROVIDE MEDICAL SERVICES FOR YOUTH DETAINED AT THE YOUTH FACILITY

The Administrator presented a memorandum from Juvenile Detention Director Michael Provitt requesting approval of Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Youth Facility.

As approved in the Omnibus Vote, Vice Chairman Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Personal Services Contract, Agenda Pages 7-1 through 7-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDERS NUMBERS 8 AND 9 WITH BAILEY-HARRIS CONSTRUCTION COMPANY, INC., REGARDING MONTGOMERY COUNTY COURTHOUSE ANNEX III PROJECT

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Change Orders Numbers 8 and 9 with Bailey-Harris Construction Company, Inc.:

November 23, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order No. Eight and Nine
Bailey Harris Construction
Annex III

Attached is Change Order No. Eight, received from T.C.U. for the Annex III construction project. Change Order No. Eight is comprised of items totaling \$67,983.00. This change was discussed during a previous Commission meeting on July 21, 2009 and is forwarded to you for your approval at the next County Commission meeting on December 7, 2009.

Also attached is Change Order No. Nine, received from T.C.U. for the Annex III construction project. Change Order No. Nine is comprised of items totaling \$40,901.00. This change was discussed during a previous Commission meeting on August 21, 2009 and is also forwarded to you for your approval at the next County Commission meeting on December 7, 2009.

I agree with the recommendations of 2WR/Holmes Wilkins Architects and T.C.U. Consultants concerning these Change Orders and ask the Commission to review and approve the attached documents. Your careful consideration of this matter is greatly appreciated.

Attachments

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Change Orders Numbers 8 and 9, Agenda Pages 8-2 through 8-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 7
WITH CANNDAUSON CONSTRUCTION, INC., REGARDING SHERIFF’S OFFICE
RENOVATIONS IN ANNEX I

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Deductive Change Order Number 7 with CannDauSon Construction, Inc.:

December 4, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Deductive Change Order No. 7
CannDauSon Construction
Montgomery County Sheriff’s Office Renovations

Attached is Deductive Change Order No. 7 in the amount of \$156,362.81. This Change Order reduces the amount on the Sheriff’s Office Renovation project from \$4,883,864.13 to \$4,727,501.32. This order is to deduct the accrued Tax Savings.

This change order is being submitted for your approval at the next Commission meeting on December 7, 2009.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Transmittal and Deductive Change Order Number 7, Agenda Pages 9-2 through 9-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

The Administrator requested approval of the following miscellaneous appropriations reprogramming requests:

December 7, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-499 (Agency, Miscellaneous Appropriations) to:

- C-2010-25: Montgomery County Recreation Department, for Selma-Montgomery-Tuskegee Tennis, Inc., for Neighborhood Tennis Program - \$1,500
- NC-2010-36: BOE, Robert E. Lee High School, for Basketball Team Warm-up Suits - \$1,500
- NC-2010-37: Montgomery City-County Public Library's Friends of the Library, for Books for Rosa Parks Library - \$500
- NC-2010-38: City of Montgomery, to be used by BONDS to Support the Knollwood Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

C-2010-26: Alabama Baseball Coaches Association, Inc., for the 2009 Community College Fall Sophomore Workouts and Fall Classic - \$1,000

C-2010-27: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$700

C-2010-28: St. Jude Educational Institute, for Athletic Department; c/o Earl Taylor - \$1,000

NC-2010-39: Snowdown Volunteer Fire Department, for Equipment - \$4,000

NC-2010-40: BOE, George Washington Carver High School, for Choir - \$1,000

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO INGRAM
CONSTRUCTION FOR COMPLETION OF THE SNOWDOWN PARK REST ROOMS

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of final payment to Ingram Construction for completion of the Snowdown Park Rest Rooms in the amount of \$6,345.50:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Sr., Deputy Administrator

DATE: November 24, 2009

SUBJECT: Final Payment – Snowdown Park Rest Rooms

Request approval of Invoice No. 4, Final Payment, to Ingram Construction, in the amount of \$6,345.50, for completion of the Snowdown Park Rest Rooms, to be placed on the agenda for the County Commission meeting on December 7, 2009. (copy of pay request attached)
Coordination of payment made with Stan Cauthen, P.E. of Professional Engineering Consultants, and LLC.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Letter, Application and Certificate for Payment, Agenda Pages 11-2 through 11-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED TRAVEL/TRAINING REQUESTS (2)

The Administrator recommended the following Travel/Training Requests for approval by the Commission:

DEPARTMENT

TRAVEL/TRAINING REQUESTS

(1) Sheriff’s Office

Request Numbers 8 & 9

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Dean requested that the following item be added to the agenda and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED PHASE I OF EASTERN/SOUTHERN MONTGOMERY COUNTY BICYCLE SYSTEM PROPOSAL SUBMITTED BY GOODWYN, MILLS AND CAWOOD, INC., AND RELATED BUDGET CHANGE REQUEST NUMBER 7

The Administrator requested approval of Phase I of Eastern/Southern Montgomery County Bicycle System Proposal submitted by Goodwyn, Mills and Cawood, Inc., and related Budget Change Request Number 7.

Mr. Polizos made a motion to approve the Phase I of Eastern/Southern Montgomery County Bicycle System Proposal submitted by Goodwyn, Mills and Cawood, Inc., and related Budget Change Request Number 7. The motion was seconded by Mr. Williams. Chairman Dean, Mr. Polizos, Mr. Williams and Mr. Wilson voted in favor of the motion. Vice Chairman Ingram abstained from the vote and the motion carried. (Copies of Email, Letter, Proposal, Map and Budget Change Request Number 7, Agenda Pages 13-1 through 13-7, are attached to these Minutes.)

Parks and Recreation Superintendant James Williams told the audience that Phase 1 consisted of researching the best routes for the bike trails and implementing a “Sharing the Roads” road signs campaign. He stated that advertising of the bike trails will be done through Montgomery Parks and Community Meetings. He mentioned that the bike trails would be located in Chairman Dean’s District 2 and Vice Chairman Ingram’s District 5 areas.

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Attorney Gallion informed everyone that the Hyundai Case (Helen Kathryn Wheeler et al v. Randall L. George et al) involving Chairman of the Montgomery County Commission retiree Mr. Bill Joseph was over and stated that the County Commission and Mr. Joseph had won the case. He told everyone that Mr. Joseph wished them a Merry Christmas.

Vice Chairman Ingram thanked County Attorney Gallion and County Attorney Means for all their hard work regarding the case. He stated that this was a great Christmas present.

Vice Chairman Ingram stated he was glad everyone had a safe Thanksgiving Holiday. He told the Manager of Public Affairs DiDi Henry that she has done a great job with the “My Montgomery Matters” Campaign and encouraged everyone to please shop Montgomery. He mentioned to everyone that he wanted to remember Ms. Henry’s niece who was presently in brain surgery and that he wanted everyone to pray for her and Ms. Henry’s family.

Commissioner Polizos expressed his appreciation for everyone’s hard work. He stated that he hoped everyone enjoyed the Thanksgiving Holiday and the days off, and that he also hopes everyone enjoys the days off during the Christmas Holiday.

Chairman Dean requested for Ms. Henry to tell everyone about the Employee Christmas Luncheon. She informed the audience that the Luncheon will be held this Thursday from 11 a.m. to 1 p.m. in the Fellowship Hall at First Baptist Church. She stated that there were 552 reservations for the event, consisting of employees and retirees. Chairman Dean asked Ms. K.T. Brown and her friend to join them at the luncheon and she stated she would be delighted to attend. He stated that he looked forward to the luncheon and congratulated Ms. Henry on a job well done.

Commissioner Wilson stated that he was looking forward to the luncheon and meeting more employees. He wished everyone a nice Christmas.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

RECESS TO EXECUTIVE SESSION

County Attorney Thomas T. Gallion explained to the Commission that they needed to discuss a matter regarding the District Attorney Building Contract. (Letter from County Attorney Gallion regarding convening the Executive Session, Agenda Page 14-1, is attached to these Minutes.)

Vice Chairman Ingram made a motion to go into the Executive Session. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

RECESS TO INFORMATION SESSION

Commissioner Wilson made a motion to recess the Executive Session. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a Substance Abuse and Mental Health Services Administration Offender Reentry Program and requested the Commission to approve the grant application for this program. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY DIRECTOR STEVE JONES

Montgomery City/County Emergency Management Agency Director Steve Jones updated the Commission regarding the Siren Project. He stated that the installation of three sirens in the unincorporated area has been completed.

Mr. Jones updated the Commission regarding the 3-1-1 program for non-emergency calls. He stated that the City of Montgomery is going forward with the program and would like the County to participate and fund a portion of the cost. He stated that the 3-1-1 operators would be City of Montgomery Merit System employees.

PRESENTATION BY CASSANDRA CROSBY AND RON DRINKARD WITH CROSBY DRINKARD GROUP, LLC

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC, informed the Commission that the bills regarding the Community Corrections Work Release Program, the Solicitor's Fund, two additional appointments to the Airport Authority and two additional appointments to the Industrial Development Board need to be advertised before the Legislative Session begins on January 12, 2010. Attorney Gallion stated that he had reviewed the bills and that they appeared to be in order. The Commission concurred with advertising the bills.

Mr. Drinkard informed the Commission that the Revenue Commissioner Retirement Bill had been revised to exclude the Sheriff and the Retirement Systems of Alabama has approved the verbiage.

Vice Chairman Ingram and Commissioner Wilson requested that the Commission vote as to whether to support the Commissioners' Retirement Bill.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that the storage containers at the Youth Facility were provided by a contractor and that the lease for them was soon to expire. Deputy Administrator Mitchell recommended that the County purchase the containers rather than lease them. He stated that he would place a bid on the next agenda. The Commission concurred.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commissioners on the passing of United Way Public Relations Director, Hank Schmitt early Saturday morning. She also stated that she attended the opening night of the Montgomery Ballet's "Nutcracker" on Friday night and that the ballet's Executive Director Priscilla Crommelin-Ball recognized Commissioner Wilson who was in attendance, and thanked the Commission for their continued support of their outreach programs. While reviewing the upcoming events, Ms. Henry noted that the Chamber's annual banquet has been moved from January 7th to the 11th, due to the University of Alabama playing for the national championship that evening.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Montgomery County Detention Facility's Population Report for November 2009.

Administrator Mims presented a Notice of Application for the State Retirement Drop Program from Rosalyn Godwin, Juvenile Probation Officer II, Montgomery County Youth Facility.

Administrator Mims presented a Notice of Application for Retirement Allowance from Ronda Beesley, Juvenile Probation Officer II, Montgomery County Youth Facility

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on December 7, 2009, at 10:52 a.m. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

12-07-09 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 11-25-09

Check Number	To	Check Number
204079		204162
Total Checks Paid		\$266,899.76

CHECK #	PAYEE	AMOUNT	DATE
204078	John Stanley & Assoc., Inc.	\$ 1,000.00	11/24/09

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

12-07-09 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 11-25-09

Check Number	To	Check Number
204163		204225
Total Checks Paid		\$281,902.25

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

12-07-09 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 12-04-09

Check Number	To	Check Number
204227		204279
Total Checks Paid		\$397,490.74

CHECK #	PAYEE	AMOUNT	DATE
204226	Ingenuity Inc.	\$31,050.00	12/01/09

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

12-07-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-04-09

Check Number	To	Check Number
204280		204381
Total Checks Paid		\$555,076.42

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

MONTGOMERY COUNTY COMMISSION
THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

12/07/09 Meeting

Agenda

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CHECKS ARE DATED
12/04/09

Payroll Check Number	100906	To	Payroll Check Number	101047	\$ 134,412.93
Direct Deposits					\$ 823,874.77
Payroll Check Number	101048	To	Payroll Check Number	101107	\$ 279,848.92
Direct Deposits					\$ 326,458.12
Federal Deposits					\$ 322,296.42
Total Payroll Paid					\$ 1,886,891.16

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



Crosby Drinkard Group, LLC
Governmental Relations & Consulting

Agenda

DEC - 7 2009

November 19, 2009

Mr. Donnie Mims, Administrator
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Mr. Mims,

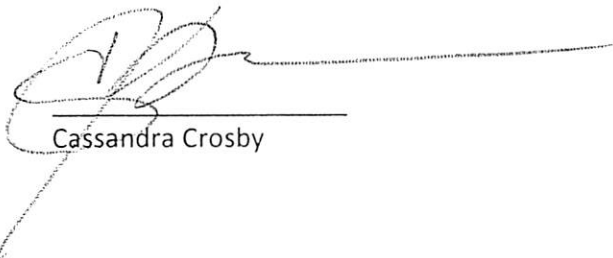
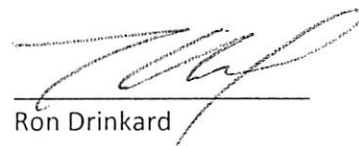
The Crosby Drinkard Group is pleased and honored to serve the Montgomery County Commission as Governmental Affairs Representative/Consultant.

The close working relationship among the Commissioners and the Administrative Team has provided a strong foundation for the success Montgomery County has experienced in the Alabama Legislature.

We are proud to be a part of that success and look forward to assisting the Montgomery County Commission during the 2010 Regular Session convening January 12th.

Thank you again for allowing us to serve the Montgomery County Commission.

Sincerely,


Cassandra Crosby
Ron Drinkard

CONTRACT AGREEMENT

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2010 and shall terminate December 31, 2010.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$52,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.
7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.

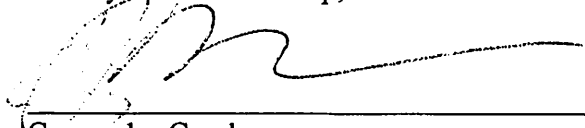
1-2

8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

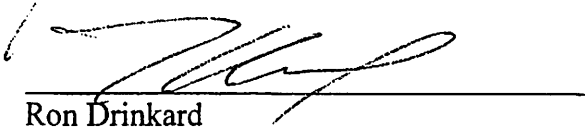
IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the _____ day of _____.

Crosby Drinkard Group, LLC

Montgomery County Commission


Cassandra Crosby

Elton Dean, Chairman


Ron Drinkard

**STATE OF ALABAMA
MONTGOMERY COUNTY**

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of December, 2009 between Phyllis Carnes of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Phyllis Carnes agrees to furnish all necessary labor, supplies and materials to clean two (2) restrooms at the Snowdown Park located in Snowdown, Al.

WHEREAS, In Consideration thereof, Phyllis Carnes and Montgomery County Commission agree as follows:

- 1. That Phyllis Carnes will clean the two (2) restrooms at Snowdown Park twice a week for a price of \$50.00 per week in accordance with the attached list. That in the event there is an emergency clean-up other than the scheduled clean-up there will be a \$25.00 charge.**
- 2. That the Contract will begin on December 8, 2009 and will end on December 31, 2010 with the option to renew for two (2) years, in one (1) year periods. Prices shall remain firm for the first year of the contract.**

PRICE ESCALATION: At the end of each one (1) year period, a price increase may be allowed, but shall be no more than five-percent (5%) per year.

- 3. That Montgomery County Commission and Phyllis Carnes shall have the right to terminate this agreement with a thirty (30) day written notice by either party.**
- 4. Phyllis Carnes shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Phyllis Carnes or failure of Phyllis Carnes to perform any work or obligation provided for in this agreement.**
- 5. 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 Phyllis Carnes.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of December, 2009.

WITNESS:

PHYLLIS CARNES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

**CONTRACT BETWEEN MONTGOMERY COUNTY COMMISSION
AND PHYLLIS CARNES**

**VENDOR WILL PROVIDE ALL PAPER PRODUCTS AT NO COST TO THE
COUNTY**

**CLEANING OF TWO (2) RESTROOMS AT SNOWDOWN PARK WHICH
SHALL INCLUDE THE FOLLOWING:**

- ENSURING ALL SPIDER WEBS ARE REMOVED**
- ALL TOILETS AND URINALS ARE CLEAN AND SANITIZED**
- ALL LAVATORIES ARE CLEANED AND SANTIZED**
- ALL PAPER PRODUCTS ARE REFILLED**
- ALL HAND WASH IS REPLENISHED**
- ALL FLOORS ARE WASHED**
- ALL TRASH RECEPTACLES ARE EMPTIED**
- ALL TRASH BAGS ARE REPLACED**
- ALL DOORS ARE WIPED DOWN FRONT AND BACK**
- THE FRONT PORCH AREA WILL BE SWEEPED EACH VISIT**
- ALL TOILET PARTITIONS ARE WIPED WITH A SANTIZER EACH VISIT**
- ALL MIRRORS WILL BE CLEANED**

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Pat Silas

Date: November 18, 2009

Re: Microsoft Enterprise Agreement Renewal

Attached is the Microsoft/Volume Licensing Enterprise Enrollment Renewal Form for State and Local. This form/contract was originally reviewed and approved by the County Commission on October 24, 2006. This three year renewal will allow Montgomery County to continue its enrollment in Microsoft's Enterprise Agreement (EA) for their software products and support. The annual cost for the EA was approved in my 2010 budget.

The Microsoft EA is very important to the County for meeting our legal license requirements from Microsoft. The EA allows us to maintain current levels of their products on all our servers and workstations. Without the EA, the County has to pay the standard rates any time servers and workstations are purchased or upgraded. It is very difficult and more expensive to manage individual licensing for operating systems and software on 40 servers and 450 individual workstations. Most State and City Information Systems departments have the EA for the same reasons.

The EA has worked very well for the County over the past three years. This approach has allowed my department to evolve off of the mainframe computer with minimal incremental costs to the point that when the mainframe is removed we will not have to request another \$1.2 million to replace it. Instead there will be a small savings and the County will continue to have access to Microsoft's latest updates, their technical support, and have the security that we are in full compliance with Microsoft's licensing requirements.

There is an annual adjustment at the end of each year for any new products installed during that year. This allows us to plan for our budget and acquire additional products, since the cost is deferred to the following year. This is the most cost effective means to ensure compliance with our licensing and keeping up with anticipated growth of County services.

I am requesting the County Commission approve the attached renewal document. Thank you

November 11, 2009

Montgomery County
Attention of: Lou Ialacci

RE: Microsoft Enterprise Agreement

Dear: Lou

SHI is excited about the opportunity to partner with Montgomery County on the implementation of the Microsoft Enterprise Agreement. As you have seen from the analysis, Montgomery County will realize tremendous savings in comparison to the select level pricing that your volume would normally qualify.

Your Enterprise Agreement is comprised of the following products:

- ⇒ Office Pro
- ⇒ eCAL Suite plus SQL CALs
- ⇒ Windows OS Upgrade w/MDOP
- ⇒ 10 Win Std Srv; 5 Win Ent Srv; 8 Win DataCtr Srv; 4 SQL Std Ed Srv; 2 SQL Ent Ed Srv 1 proc; 7 SQL Ent Ed Srv; 10 Visio Pro; 1 Exchange Srv Ent Ed, 1 Project Pro; 3 SharePoint Designer; 5 Visual Studio Pro w/MSDN Prem; 1 SharePoint Srv

A "per desktop" cost will be applied to the 450 desktops that make up Montgomery County's enterprise. An annual cost for those desktops will be locked in for three (3) years. Any new desktops added to the Enterprise must be reported on the anniversary dates for the 2nd and 3rd year. Montgomery County's costs are summarized as follows:

Order Type	Invoice Date	Qty	Extended Cost\$
1st Year Annual Payment	11/1/2009	450	\$183,713.23
2nd Year Annual Payment	11/1/2010	450	\$183,713.23
3rd Year Annual Payment	11/1/2011	450	\$183,713.23
Total 3 yr Commitment			\$551,139.69
 New Desktops added in Year 1	 11/1/2010	 TBD	
New Desktops added in Year 2	11/1/2011	TBD	
New Desktops added in Year 3	11/1/2012	TBD	

TBD - Customer Reports the # of new Desktops during the year
Pricing per State Contract # 4008934

Sincerely,

Michael D. Bench
Account Executive

Enterprise Enrollment Renewal Form

State and Local

Enrollment Number
(Reseller to complete)

8966065

Please return this form along with Entity's order to the Microsoft Affiliate on the signature form. **This form must be attached to a signature form to be valid.**

For the purposes of this form, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Integrator, Institution, or other party entering into a volume licensing program agreement.

Use this form to renew the Enrollment specified above. If this form is not submitted, or a new Enrollment executed within 30 days following the expiration date of the above Enrollment, the Enrollment will expire on the original expiration date.

Please select Entity's Enrollment renewal choice:

36 months

Entity's renewal will be complete when it returns this form and places a valid order for Products and/or services. The Reseller is to help Entity complete its order. Please place the order within 30 days following the expiration date of the Enrollment.

Changing Reseller. If Entity chooses to change its Reseller, Entity must notify Microsoft and the former Reseller, in writing on a form provided at <http://microsoft.com/licensing/contracts> at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Entity's signature on the change of channel partner form.

By renewing, Entity agrees that the Enrollment expiration date will change as provided in this form. The renewal term starts one day following the expiration of the previous term. All other terms and conditions of the Enrollment will apply.

☐ Check if the renewal order will be financed through Microsoft financing.

Reminder: Please be sure to provide a renewal order along with this renewal form.

Reseller acknowledgement:

Name of Reseller

Printed Name

Printed Title

Date

Reseller Signature

Enterprise Signature Form

State and Local

Master Agreement number or
Enrollment number*

01E61911

SGN-

Proposal ID

*Microsoft to complete if
applicable*

***Note:** Enter the applicable active numbers associated with the below documents. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Enterprise Enrollment Renewal From	X20-00044
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents,, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity * Montgomery County Commision	Microsoft Licensing, GP
Signature * _____	Signature
Printed Name * Elton N. Dean, Sr.	Printed Name
Printed Title * Chairman Montgomery County Commission	Printed Title
Signature Date *	Signature Date (date Microsoft Affiliate countersigns)
Tax ID	Effective Date (may be different than Microsoft's signature date)

* indicates required field

Optional 2nd Customer signature or Outsourcer Signature (if applicable)

Customer	Outsourcer
Name of Entity *	Name of Entity *

Signature * _____	Signature * _____
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada USA 89511-1137

Prepared By: Lou Ialacci

Memo

Agenda

DEC - 7 2009

To: Mr. Donald Mims, County Administrator**From:** Michael C. Provitt, Juvenile Detention Director**CC:** Mr. Bruce R. Howell, Juvenile Court Administrator**Date:** 11/18/2009**Re:** JUVENILE DETENTION CENTER RELATED CONTRACTS

Please find attached the following annual contracts this writer proposes that the County enter into with the respective counties which are related to youth associated with the Montgomery County Youth Facility as follow:

1. CAMP (Community Alternative Management Plan) Agreement
FY 2010 Disclosure Statements
2. Alabama Department of Youth Services Part I and Part II Grant Agreements
FY 2010 Disclosure Statements
3. Alabama Department of Youth Services Long Term Detention Subsidy Contracts
 - A. Autauga County
 - B. Butler County
 - C. Elmore County
 - D. Lowndes County
 - E. Monroe County
4. Additional Detention Contract Beds subsidized from the following counties respectfully:
 - A. Autauga (4)
 - B. Elmore (2)
5. A proposed agreement to administer the medical program at the Youth Facility by Dr. Doyin Ogunbi, MD.

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

BOB RILEY
GOVERNOR

POST OFFICE BOX 66
MT. MEIGS, ALABAMA 36057

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

September 25, 2009

Dear Sir or Madam:

Please find the following FY 2010 grant documents enclosed for your signature:

Community Alternative Management Plan (CAMP) agreement
FY 2010 Disclosure Statement

Due to anticipated shortfalls in the General Fund quarterly allotments are adjusted as follows:

First Quarter 22%
Second Quarter 22%
Third Quarter 22%
Fourth Quarter 34% (if funds are available)

Please return these documents to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P. O. Box 66
Mt. Meigs, AL 36057

Sincerely,



LeTonya Bowman
Chief Accountant

**GRANT AWARD AGREEMENT
DEPARTMENT OF YOUTH SERVICES**

NAME: Montgomery County Commission

ADDRESS: P. O. Box 1667
Montgomery, AL 36102-1667

TYPE OF PROGRAM: Community Alternative Management Plan (CAMP)

AMOUNT OF AWARD: \$635,976.00

BUDGET PERIOD: 10/01/09-9/30/10

AWARD AGREEMENT: Montgomery County Commission
will operate a Community Alternative
Management plan (CAMP) program, which meets
the minimum standards for outdoor adventure
treatment programs.

STATUTORY AUTHORITY: Title 44-1-28, Code of Alabama 1975

APPROVED:
Alabama Department of
Youth Services

ACCEPTED:
Montgomery County Commission

J. Walter Wood, Jr.
Executive Director

Administrator
Montgomery County Commission

Legal Review

Memo

Agenda

DEC - 7 2009

To: Mr. Donald Mims, County Administrator**From:** Michael C. Provitt, Juvenile Detention Director **CC:** Mr. Bruce R. Howell, Juvenile Court Administrator**Date:** 11/18/2009**Re:** JUVENILE DETENTION CENTER RELATED CONTRACTS

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STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

BOB RILEY
GOVERNOR

POST OFFICE BOX 66
MT. MEIGS, ALABAMA 36057

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

October 29, 2009

Mr. Michael Provitt
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear Mr. Provitt:

Please find the following FY 2010 grant documents enclosed for your signature:

Part I grant agreement
Part II grant agreement
FY 2010 Disclosure Statement

Due to anticipated shortfalls in the General Fund in FY 2010, state agencies were required to reduce quarterly allotments by three percent. These reductions will be applied to your quarterly payments for FY 2010.

Please return all of these documents to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,

LeTonya Bowman
Chief Accountant

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
PART I FUNDS**

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **One hundred ten thousand four hundred eighty four dollars (110,484.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period **October 1, 2009 through September 30, 2010**, for providing at least one detention bed per county for the following counties:

**Autauga
Butler
Elmore**

**Lowndes
Monroe
Montgomery**

DYS shall pay to Recipient for the benefit of each county, eighteen thousand four hundred fourteen dollars (\$18,414) per county, payable quarterly for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2009.

Accepted by: _____ Title _____

J. Walter Wood, Jr.
Executive Director
Department of Youth Services

Legal Counsel
Department of Youth Services

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
PART II FUNDS**

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **Four hundred sixty one thousand two hundred fourteen dollars (461,214.00)**, pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period **October 1, 2009 through September 30, 2010**, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

The Recipient shall administer the services for which this grant/subsidy is awarded in accordance with the applicable rules, regulations and conditions of the Department as approved by the Youth Service' Board on June 25, 1993.

Recipient agrees to hold AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS.

The grant/subsidy award contained herein is for a period of twelve months, payable quarterly in advance, subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2009.

By: _____ Title _____

J. Walter Wood, Jr.
Executive Director
Department of Youth Services

Legal Counsel
Department of Youth Services

Memo

Agenda**DEC - 7 2009****To:** Mr. Donald Mims, County Administrator**From:** Michael C. Provitt, Juvenile Detention Director **CC:** Mr. Bruce R. Howell, Juvenile Court Administrator**Date:** 11/18/2009**Re:** ~~JUVENILE~~ **JUVENILE DETENTION CENTER RELATED CONTRACTS**

Please find attached the following annual contracts this writer proposes that the County enter into with the respective counties which are related to youth associated with the Montgomery County Youth Facility as follow:

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 - A. Autauga County
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 - C. Elmore County
 - D. Lowndes County
 - E. Monroe County
- ④ Additional Detention Contract Beds subsidized from the following counties respectfully:
 - A: Autauga (4)
 - B. Elmore (2)
5. A proposed agreement to administer the medical program at the Youth Facility by Dr. Doyin Ogunbi, MD.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Autauga COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and Autauga COUNTY, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Autauga COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Autauga COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Autauga COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Autauga COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) MONTGOMERY COUNTY covenants and agrees to contact the duly authorized representative of Autauga COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Autauga COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Autauga COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) Montgomery County Does not accept liability for injury to any of the juveniles housed at the Youth Facility; Autauga COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Autauga COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Autauga COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Autauga COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Autauga COUNTY, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between Autauga COUNTY and Montgomery County, then said Autauga COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and Autauga COUNTY has caused this instrument to be executed by the Chairman of its Commission on the 23 day of October, 2009.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

AUTAUGA COUNTY



ADMINISTRATOR/CLERK/
TREASURER



ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and Butler COUNTY, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Butler COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Butler COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Butler COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Butler COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) MONTGOMERY COUNTY covenants and agrees to contact the duly authorized representative of Butler COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Butler COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Butler COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) Montgomery County Does not accept liability for injury to any of the juveniles housed at the Youth Facility; Butler COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Butler COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Butler COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Butler COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Butler COUNTY, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between Butler COUNTY and Montgomery County, then said Butler COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and Butler COUNTY has caused this instrument to be executed by the Chairman of its Commission on the 9th day of November, 2009.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN



Diane K. [Signature]
ADMINISTRATOR/CLERK/
TREASURER

Butler COUNTY

Jesse M. [Signature]
ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, ELMORE COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and ELMORE COUNTY, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1) The said Montgomery County covenants and agrees that one detention bed , it will make available to ELMORE COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Montgomery Youth Facility.

2) ELMORE COUNTY will select as the detention center of its choice as the Montgomery County Youth Facility and sign it's Long Term Detention Subsidy Contract with the Alabama Department of Youth Services which authorizes the Alabama Department of Youth to pay Montgomery County Commission eighteen thousand four hundred fourteen dollars (\$18,414) or what the State subsidy is.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and ELMORE COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. ELMORE COUNTY is responsible for the arrangement and transportation of their youth for medical

care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of **ELMORE COUNTY** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **ELMORE COUNTY** will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children on Wednesdays, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **ELMORE COUNTY** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County** Does not accept liability for injury to any of the juveniles housed at the Youth Facility; **ELMORE COUNTY** covenants and agrees to hold harmless and indemnify **Montgomery County**, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of **Montgomery County**. **ELMORE COUNTY** agrees that it shall maintain liability insurance for such injuries and cause **Montgomery County** to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by **ELMORECOUNTY** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **ELMORE COUNTY** is to contact the Youth Facility prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined by the ~~Lowndes~~ ^{Elmore} County Court. Releases from detention will require Court authorization.

9) **ELMORE COUNTY** will hold **Montgomery County** harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **ELMORE COUNTY**, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between ELMORE COUNTY and Montgomery County, then said ELMORE COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and Elmore COUNTY has caused this instrument to be executed by the Chairman of its County Commission on the 26th day of October, 2009.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

ELMORE 
~~LOWNDES~~ COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, LOWNDES COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and Lowndes COUNTY, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1) The said Montgomery County covenants and agrees that one detention bed , it will make available to LOWNDES COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

2) LOWNDES COUNTY will select as the detention center of its choice as the Montgomery County Youth Facility and sign it's Long Term Detention Subsidy Contract with the Alabama Department of Youth Services which authorizes the Alabama Department of Youth to pay Montgomery County Commission eighteen thousand four hundred fourteen dollars (\$18,414)

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and LOWNDES COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. LOWNDES COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of **LOWNDES COUNTY** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **LOWNDES COUNTY** will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children on Wednesdays, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **LOWNDES COUNTY** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County** Does not accept liability for injury to any of the juveniles housed at the Youth Facility; **LOWNDES COUNTY** covenants and agrees to hold harmless and indemnify **Montgomery County**, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of **Montgomery County**. **LOWNDES COUNTY** agrees that it shall maintain liability insurance for such injuries and cause **Montgomery County** to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by **COUNTY** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **LOWNDES COUNTY** is to contact the Youth Facility prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined by the **Lowndes County Court**. Releases from detention will require Court authorization.

9) **LOWNDES COUNTY** will hold **Montgomery County** harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **LOWNDES COUNTY**, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between **LOWNDES COUNTY** and **Montgomery County**, then said **LOWNDES COUNTY** agrees to have said dispute heard before a court of competent jurisdiction in

Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and LOWNDES COUNTY has caused this instrument to be executed by the Chairman of its _____ on the 15 day of September, 2009.

ATTEST

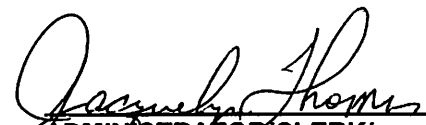
MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

LOWNDES COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Monroe COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and Monroe COUNTY, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Monroe COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Monroe COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Monroe COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Monroe COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) MONTGOMERY COUNTY covenants and agrees to contact the duly authorized representative of Monroe COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Monroe COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Monroe COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) Montgomery County Does not accept liability for injury to any of the juveniles housed at the Youth Facility; Monroe COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Monroe COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Monroe COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Monroe COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Monroe COUNTY, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between Monroe COUNTY and Montgomery County, then said Monroe COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and Monroe COUNTY has caused this instrument to be executed by the CHAIRMAN of its County Commission on the 13th day of OCTOBER, 2009

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Guy New
ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Autauga County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and **Autauga County**, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

(1) The said Montgomery County covenants and agrees to guarantee a second bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

(2) **Autauga County** will pay to Montgomery County the sum of \$100,00 for four guaranteed beds. Payments of \$25,000 are to be made at the beginning of each quarter.

(3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

(11) This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the CHAIRMAN of its Commission on the 22 day of October, 2009.

ATTEST

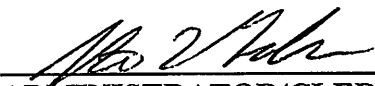
MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers and **Elmore County**, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

(1) The said Montgomery County covenants and agrees to guarantee a second and third bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

(2) **Elmore County** will pay to Montgomery County the sum of \$ 50, 000.00 for this second and third guaranteed bed. Payments of \$ 12, 500.00 are to be made at the beginning of each quarter (October, January, April, and July).

(3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

(4) Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

(5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

(6) Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

(7) All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.

(8) The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.

(9) **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.

(10) If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

(11) This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, 2009 by the chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the Chairman of its County Commission On the 26th day of October, 2009.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

IT'S CHAIRMAN

ATTEST

ELMORE COUNTY


ADMINISTRATOR/CLERK/
TREASURER


IT'S CHAIRMAN

Memo

Agenda**DEC - 7 2009****To:** Mr. Donald Mims, County Administrator**From:** Michael C. Provitt, Juvenile Detention Director **CC:** Mr. Bruce R. Howell, Juvenile Court Administrator**Date:** 11/18/2009**Re:** JUVENILE DETENTION CENTER RELATED CONTRACTS

Please find attached the following annual contracts this writer proposes that the County enter into with the respective counties which are related to youth associated with the Montgomery County Youth Facility as follow:

1. CAMP (Community Alternative Management Plan) Agreement
FY 2010 Disclosure Statements
2. Alabama Department of Youth Services Part I and Part II Grant Agreements
FY 2010 Disclosure Statements
3. Alabama Department of Youth Services Long Term Detention Subsidy Contracts
 - A. Autauga County
 - B. Butler County
 - C. Elmore County
 - D. Lowndes County
 - E. Monroe County
4. Additional Detention Contract Beds subsidized from the following counties respectfully:
 - A. Autauga (4)
 - B. Elmore (2)
5. A proposed agreement to administer the medical program at the Youth Facility by Dr. Doyin Ogunbi, MD.

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2009 through September 30, 2010 for \$47,300.00.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

9/15/2009
Date

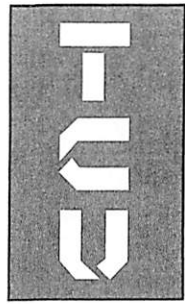

Dr. Adedoyin Dosunmu-Ogunbi

11/19/2009
Date


Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission



T.C.U. CONSULTING SERVICES, LLC

CONSTRUCTION CONSULTANTS

334-279-8765 • 334-272-5731 Fax
P.O. Box 230487
MONTGOMERY, ALABAMA 36123-0487

November 23, 2009

John Mitchell
Montgomery County Commission
P. O. Box 1667
Montgomery, AL. 36102-1667

Re: Attached Change Orders No. 8 & 9 for Annex III

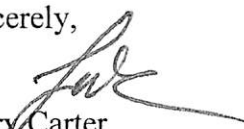
Dear John:

The attached Change Orders No. 8 & 9 are submitted for approval by the Commission. The items included in these Change Orders I believe were presented by you to the Commission in the 07/21/09 and 09/21/09 Information Sessions respectively

These changes total \$108, 884.00, bringing the total to date to \$453,847.00 vs. expected tax savings of \$427,000.

When approved and signed by Mr. Dean, please retain one copy for your file and return (2) to me.

Sincerely,


Larry Carter

Enclosures: (1) lot of (3) Change Orders for signature

cc: file: Advertiser i2.6 and i1.1.4

W. K. Upchurch, III, w/o enclosures

Donnie Mims, " "

David Sawicki, 2WR/HW Architects, w/o enclosures

2009 NOV 23 PM 12:47
MONTGOMERY COUNTY
COMMISSION

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Montgomery County Courthouse Annex Montgomery, Alabama	CHANGE ORDER NUMBER: 008 DATE: July 31, 2009	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Bailey-Harris Construction Company, Inc. 1552 Bailey Harris Drive Auburn, Alabama 36830	ARCHITECT'S PROJECT NUMBER: 600 CONTRACT DATE: August 29, 2007 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See Attached

The original Contract Sum was	\$ 16,378,900.00
The net change by previously authorized Change Orders	\$ 344,963.00
The Contract Sum prior to this Change Order was	\$ 16,723,863.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 67,983.00
The new Contract Sum including this Change Order will be	\$ 16,791,846.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

2WR Holmes Wilkins Architects, Inc.
ARCHITECT (Firm name)

166 Commerce Street, P. O. Box 4834,
Montgomery, Alabama 36104

ADDRESS

BY (Signature)

J. Michael Rutland
(Typed name)

July 31, 2009
DATE

Bailey-Harris Construction Company, Inc.
CONTRACTOR (Firm name)

1552 Bailey Harris Drive, Auburn,
Alabama 36830

ADDRESS

BY (Signature)

Allen Harris
(Typed name)

July 31, 2009
DATE

Montgomery County Commission
OWNER (Firm name)

100 South Lawrence Street, Montgomery,
Alabama 36104

ADDRESS

BY (Signature)

Elton N. Dean, Sr.
(Typed name)

July 31, 2009
DATE

HARTFORD FIRE INSURANCE COMPANY



Billie Jo Sanders
Attorney in Fact

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User Notes:

(1700013194)

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8-3

MONTGOMERY COUNTY COURTHOUSE ANNEX 3
FOR THE MONTGOMERY COUNTY COMMISSION

Date: 7/6/09

<u>CHANGE ORDER PROPOSAL No. Eight (8)</u>	<u>Total</u>	<u>Accept</u>	<u>Rejected</u>
8.1 Install Aluminum Lettering- Request by Owner	\$9,418.00	☒	☐
8.2 Additional Handrail @ loading dock- Action required by Owner	\$2,178.00	☒	☐
8.3 Exterior Sign Revisions-Owner requested item	\$5,366.00	☒	☐
8.4 Tag line handrail revisions-Action required by Owner	\$4,561.00	☒	☐
8.5 Interior signage revision-Owner requested item	\$7,451.00	☒	☐
8.6 Revision at Beams 2B25-2B28- Corrections for a unforeseen condition	\$8,363.00	☒	☐
8.7 Electrical connections sissors lift- Owner Requested item	\$5,246.00	☒	☐
8.8 Remove and replace existing detrated and unsafe walls- Unforeseen condition	\$2,439.00	☒	☐
8.9 New retaining wall @ eastside parking deck-unforeseen condition (elevation change)	\$7,159.00	☒	☐
TOTAL (A)	\$52,181.00		

Recommended by:

2WR/HolmesWilkins Architects Inc.

Architect Firm's Name

David D. Sawicki
By Signature

David Sawicki, Construction Administrator
(Typed Name)

7/21/09
Date

Recommended by:

TCU Consulting Inc.

Owner Representative (Firm name)

[Signature]
By Signature

Larry Carter
(Typed Name)

07/22/09
Date

Recommended by:

Montgomery County Commission

Owner Representative (Firm name)

Donnie Mims
By Signature

Donnie Mims, County Administrator
(Typed Name)

7/31/09
Date

2 WR / HOLMES WILKINS ARCHITECTS
P.O. Box 4834 - 166 Commerce Street - Montgomery Alabama 36103

8-4

MONTGOMERY COUNTY COURTHOUSE ANNEX 3
FOR THE MONTGOMERY COUNTY COMMISSION

Date: 7/6/09

CHANGE ORDER PROPOSAL No. Eight (8)

	<u>Total</u>	<u>Accept</u>	<u>Rejected</u>
8.10 One-Sided concrete wall and foundation at stairhall 310- unforeseen condition	\$7,193.00	☒	☐
8.11 Addition furr-downs for HVAC and ceiling coordination-Unforeseen Condition	\$8,609.00	☒	☐
		☒	☐
TOTAL (B)	\$15,802.00	☒	☐

GRAND TOTAL A & B \$67,983.00

Recommended by:

2WR/HolmesWilkins Architects Inc.

Architect Firm's Name

David P. Sawicki
By Signature

David Sawicki, Construction Administrator
(Typed Name)

7/21/09
Date

Recommended by:

TCU Consulting Inc.

Owner Representative (Firm name)

[Signature]
By Signature

Larry Carter
(Typed Name)

07/22/09
Date

Recommended by:

Montgomery County Commission

Owner Representative (Firm name)

Don Mims
By Signature

Donnie Mims, County Administrator
(Typed Name)

7/31/09
Date

2 WR / HOLMES WILKINS ARCHITECTS
P.O. Box 4834 - 166 Commerce Street - Montgomery Alabama 36103



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Montgomery County Courthouse Annex Montgomery, Alabama	CHANGE ORDER NUMBER: 009 DATE: September 17, 2009	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Bailey-Harris Construction Company, Inc. 1552 Bailey Harris Drive Auburn, Alabama 36830	ARCHITECT'S PROJECT NUMBER: 600 CONTRACT DATE: August 29, 2007 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See Attached

The original Contract Sum was	\$ 16,378,900.00
The net change by previously authorized Change Orders	\$ 412,946.00
The Contract Sum prior to this Change Order was	\$ 16,791,846.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 40,901.00
The new Contract Sum including this Change Order will be	\$ 16,832,747.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

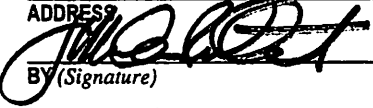
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

2WR HolmesWilkins Architects, Inc.
ARCHITECT (Firm name)

166 Commerce Street, P. O. Box 4834,
Montgomery, Alabama 36104

ADDRESS


BY (Signature)

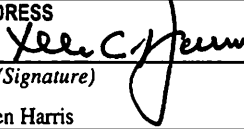
J. Michael Rutland
(Typed name)

September 17, 2009
DATE

Bailey-Harris Construction Company, Inc.
CONTRACTOR (Firm name)

1552 Bailey Harris Drive, Auburn,
Alabama 36830

ADDRESS


BY (Signature)

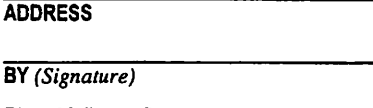
Allen Harris
(Typed name)

September 17, 2009
DATE

Montgomery County Commission
OWNER (Firm name)

100 South Lawrence Street, Montgomery,
Alabama 36104

ADDRESS


BY (Signature)

Elton N. Dean, Sr.
(Typed name)

~~September 17, 2009~~
DATE

HARTFORD FIRE INSURANCE COMPANY



Billie Jo Sanders
Attorney in Fact

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User Notes:

(1176402541)

8-6

MONTGOMERY COUNTY COURTHOUSE ANNEX 3
FOR THE MONTGOMERY COUNTY COMMISSION

Date: 9/15/09

<u>CHANGE ORDER PROPOSAL No. Nine (9)</u>	<u>Total</u>	<u>Accept</u>	<u>Rejected</u>
9.1 3rd Level Camera raceways- Request by Owner	\$2,603.00	☒	☐
9.2 Omit Storage room 108- Credit approved by owner	<\$1,009.00>	☒	☐
9.3 cut Granite for Audio/visual sub to Owner-Owner requested item	\$1,475.00	☒	☐
9.4 Elevator Platform -Action required by State	\$1,261.00	☒	☐
9.5 Omit Concrete Stain-Owner requested item	<1,669.00>	☒	☐
9.6 Fire Alarm to door card Readers- Requirement by the Fire Department	\$5,583.00	☒	☐
9.7 Dumpster Curb Alterations-Owner Requested item	\$4,142.00	☒	☐
9.8 Mis. Brick and foundation work at basement level-Unforeseen condition	\$12,026.00	☒	☐
9.9 Install brick columns in back of precast-unforeseen condition	\$7,301.00	☒	☐
TOTAL (A)	\$31,713.00		

Recommended by:

2WR/HolmesWilkins Architects Inc.
 Architect Firms Name
[Signature]
 By Signature

David Sawicki, Construction Administrator
 (Typed Name)

9/17/09
 Date

Recommended by:

TCU Consulting Services LLC
 Owner Representative (Firm name)
[Signature]
 By Signature

Larry Carter
 (Typed Name)

09/21/09
 Date

Recommended by:

Montgomery County Commission
 Owner Representative (Firm name)
[Signature]
 By Signature

Donnie Mims, County Administrator
 (Typed Name)

9/28/09
 Date

2 WR / HOLMES WILKINS ARCHITECTS
 P.O. Box 4834 - 166 Commerce Street - Montgomery Alabama 36103

8-7

MONTGOMERY COUNTY COURTHOUSE ANNEX 3
FOR THE MONTGOMERY COUNTY COMMISSION

Date: 9/15/09

CHANGE ORDER PROPOSAL No. Nine (9)

	<u>Total</u>	<u>Accept</u>	<u>Rejected</u>
9.10 Cooling Tower Structure- unforeseen condition	\$2,842.00	/	
9.11 Add mailslot-Owner requested item	\$1,222.00	/	
9.12 Power for electrical window blinds- Owner requested item	\$5,124.00	/	
TOTAL (B)	\$9,188.00		
GRAND TOTAL A & B	\$40,901.00		

Recommended by:

2WR/HolmesWilkins Architects Inc.
Architect Firms Name

By Signature

David Sawicki, Construction Administrator
(Typed Name)

Date

Recommended by:

TCU Consulting Services LLC
Owner Representative (Firm name)

By Signature

Larry Carter
(Typed Name)

Date

Recommended by:

Montgomery County Commission
Owner Representative (Firm name)

By Signature

Donnie Mims, County Administrator
(Typed Name)

Date

2 WR / HOLMES WILKINS ARCHITECTS
P.O. Box 4834 - 166 Commerce Street - Montgomery Alabama 36103

8-8



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS



Transmittal 9

MCC - Annex 1 - Project No. 07-01-03, 07-01-04, 07-01-05, 07-01-06

To: Montgomery County Commission

DATE: 12.03.2009 05:21PM

ADDRESS: Hand Deliver

ATTENTION:

Subject: Change Order Number 7

THE FOLLOWING MATERIAL IS TRANSMITTED: Attached

WE ARE SENDING: Other

If Other: Change Order

Description:

Change Order to deduct the accrued Tax Savings

This Material Is Submitted For:

Approval

Comments:

I have reviewed the attached Change Order in the deductive amount of \$156,362.81 and recommend that it be approved at the next meeting of the County Commission.

TCU CONSULTING SERVICES, LLC.

BY:


Lawrence, Thomas L. (Tommy)

RECEIVED
DEC 03 2009

AIA Document G701™ – 2001

BY: _____ TCU _____

Change Order

PROJECT (Name and address): Sheriff's Office Renovations, Montgomery County Courthouse	CHANGE ORDER NUMBER: 007 DATE: November 9, 2009	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): CannDauson Construction 216 Echlin Blvd Prattville, AL 36066	ARCHITECT'S PROJECT NUMBER: 0704GV-A CONTRACT DATE: March 5, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. CREDIT for Materials.....	(\$1,563,628.06) p.add.
2. CREDIT for Sales Tax Savings.....	(\$156,362.81)
TOTAL for Materials and Sales Tax Savings.....	156,362.81 (\$1,719,990.87)

The original Contract Sum was	\$ 4,638,198.00
The net change by previously authorized Change Orders	\$ 245,666.13
The Contract Sum prior to this Change Order was	\$ 4,883,864.13
The Contract Sum will be decreased by this Change Order in the amount of	156,362.81 \$ (1,719,990.87)
The new Contract Sum including this Change Order will be	\$ 3,163,873.26
	4,727,501.32

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.
ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick Addison, AIA
(Typed name)

November 9, 2009 Nov 18, 2009

DATE

CannDauson Construction, Inc.
CONTRACTOR (Firm name)

216 Echlin Blvd
Prattville, AL 36066

ADDRESS

BY (Signature)

Ellen Barnett, Vice President
(Typed name)

DATE 11/30/09

DATE

Montgomery County Commission
OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

ADDRESS

BY (Signature)

Elton N. Dean, Sr., Chairman
(Typed name)

DATE

Travelers Casualty & Surety Company of America

Walter C. Dowdy
Attorney in Fact

* modifications directed
by TCU on 12-1-2009
OK
TLL
TCU
12-3-09

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User Notes:

(1833847886)

Pay Estimate #: 17

DATE: Aug-09

NO. Sixteen

TO: (Owner) TCU Consulting Services 2455 Bell Road, Montgomery, Al. 36117	FROM: (Contractor as Owner's Agent) CannDauSon Construction, Inc. P.O Box 680423 Prattville, Al. 36068
---	---

TO: (Owner) TCU Consulting Services 2455 Bell Road, Montgomery, Al. 36117	FROM: (Contractor as Owner's Agent) CannDauSon Construction, Inc. P.O Box 680423 Prattville, Al. 36068
---	---

Pursuant to the Agency Agreement between the Owner and the undersigned providing for sales and use tax exempt purchase of materials to be used in the construction of: **The Sheriff's Office Renovation, Courthouse Annex 1**

Please pay the following amounts shown in column (5) which is the total of the invoices attached to each Material Invoice Transmittal for the respective vendor.

1	2	3	4	5	6
VENDOR	Invoice Transm. No.	Gross Amount without Tax	Cash Discount	Net Invoice Amount	Sales & Use Tax Savings
Vulcan Interior	115	-\$7,250.90	\$0.00	-\$7,250.90	-\$725.09
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
NOTE: Adjustment			\$0.00	\$0.00	\$0.00
from July pay request			\$0.00	\$0.00	\$0.00
that Renea at Mont.			\$0.00	\$0.00	\$0.00
County Comm. Caught			\$0.00	\$0.00	\$0.00
Due to being duplicate			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
TOTALS THIS SUMMARY		-\$7,250.90	\$0.00	-\$7,250.90	-\$725.09
TOTALS OF PREVIOUS SUMMARIES		\$1,570,878.96	\$0.00	\$1,570,878.96	\$157,087.90
Grand Total		\$1,563,628.06	\$0.00	\$1,563,628.06	\$156,362.81
Transfer Total to Date to: Appl for Payment, Last Page					

CannDauSon Construction, Inc.		4/11/09
Contractor	Authorized Signature	Date

Awarding Authority	Signature	Date
--------------------	-----------	------



Professional Engineering Consultants, LLC

822 South McDonough Street
Montgomery, AL 36104
(334) 262-7307 * FAX (334) 262-7309

MONTGOMERY COUNTY
COMMISSION
2009 NOV 17 AM 11:42

November 11, 2009

Honorable Donald L. Mims
Montgomery County Administrator
P.O. Box 1667
Montgomery, Alabama 36102

Re: Invoice No. 4 for Snowdown Park Rest Rooms

Dear Sir:

Attached is Invoice No. 4 in the amount of \$6,345.50 from Ingram Construction for the remainder of their fee for work performed on the referenced park. The invoice is for retainage being held by the County (\$6,545.50) minus a \$200.00 credit they are giving the County for the two pallets of sod that they are not required to place.

The Contractor has completed all work on the project and we recommend approval and payment.

Please let me know if you have any questions or need any additional information.

Sincerely,

Stan Cauthen, P.E.

Attachments(s): as noted

c: Regional Planning Commission (Ms. Michele Haigler)
File

APPLICATION AND CERTIFICATE FOR PAYMENT

SCHEDULE OF VALUES

COVER SHEET

ESTIMATE No.	#4(Retainage)
DATE:	8/28/2009
Project No.	RTP 08-RT-54-007

TO OWNER: Montgomery County Commission Mrs. Pat Silas P.O.Box 1667 Montgomery, Alabama 36102-1667	PROJECT: Snowdoun Community Park Restrooms Montgomery County, Alabama
FROM CONTRACTOR: Ingram Construction, LLC L.E. Ingram, Jr. 1775 Taliaferro Trail Montgomery, Alabama 36117 FEIN 20-5933040	ARCHITECT/ENGINEER: Professional Engineering Consultants, LLC Mr. Stan Cauthen 822 South McDonough Street Montgomery, Alabama 36104

DESCRIPTION OF WORK ITEMS	\$	68,757.00
CHANGE ORDER(S) Numbers <u>1</u> through <u>1</u>	\$	(3,302.00)
TOTAL CONTRACT TO DATE	\$	65,455.00

1. Work Completed to Date per attached Schedule of Values(<u>100%</u>)	\$	65,455.00
2. Stored Materials:		
(Attach list or form ABC C - SM, Inventory of Stored Materials.)		
3. Total Completed Work and Stored Materials	\$	65,455.00
4. Less Retainage <u>0%</u>	(\$	0.00)
5a. Less Cash Discounts.	(\$	20 0.00)
5b. Less Materials & Property Payments by the Owner.	(\$	0.00)
5c. Less Tax Savings.	(\$	2 0.00)
6. Total Due.	\$	65,455.00
7. Less Total Previous Payments	(\$	58,909.50)
8. Balance Due This Estimate.	\$	6,545.50

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received the Owner and that current payment shown herein has not yet been received.

By [Signature] Date 8/28/09

 Member

(Title)
 Sworn and subscribed before me this 28 day of August 2009
[Signature]
 Notary Public

ARWEN FREEMAN
 Notary Public, AL State at Large
 My Comm. Expires 9/12/2010

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

(Architect)
 By _____
 Date _____

REVIEW AND APPROVALS

Approved by: _____	Signature _____	Date _____
(Owner)		
Approved by: _____	Signature _____	Date _____
(Owner)		
Approved by: _____	Signature _____	Date _____

SCHEDULE OF VALUES

FOR ATTACHMENT TO CERTIFICATE for PAYMENT

ESTIMATE No.	#4(Retainage)
DATE:	8/28/2009
Project No.	RTP 08-RT-54-007

TO OWNER: Montgomery County Commission Mrs. Pat Silas P.O.Box 1667 Montgomery, Alabama 36102-1667	PROJECT: Snowdoun Community Park Restrooms Montgomery County, Alabama
FROM CONTRACTOR: Ingram Construction, LLC L.E. Ingram, Jr. 1775 Taliaferro Trail Montgomery, Alabama 36117 FEIN 20-5933040	ARCHITECT/ENGINEER: Professional Engineering Consultants, LLC Mr. Stan Cauthen 822 South McDonough Street Montgomery, Alabama 36104

ITEM NO.	DESCRIPTION OF WORK ITEMS	SCHEDULED VALUE	% COMPLETE	AMOUNT COMPLETE
1	General Conditions	9,317.00	100%	9,317.00
2	Concrete	9,829.00	100%	9,829.00
3	Masonry	6,939.00	100%	6,939.00
4	Wood Framing and Roofing	13,517.00	100%	13,517.00
5	Doors, Frames, Hardware, and Toilet Partitions	6,979.00	100%	6,979.00
6	Painting	1,896.00	100%	1,896.00
7	Plumbing	10,400.00	100%	10,400.00
8	Electrical	9,880.00	100%	9,880.00
9				
10	Change Order #1 (Approved 03/12/2009)	(5,180.00)	100%	(5,180.00)
11	Split face cmu ext in lieu of hardi siding (stnd gray)			
12	Plywood deck with grooves in lieu of 1x4 decking			
13	at the entrance porch			
14	Sealed concrete floors in lieu of painted epoxy floor			
15	16 gauge hollow metal frames in lieu of 14 gauge			
16	18 gauge hollow metal doors in lieu of 16 gauge			
17	Hager dbl cyl cylindrical dead lock in lieu of full mortise			
18	Hager closer in lieu of Sergeant or Yale closer			
19	Stnd tlt part. hdwr in lieu of stainless steel			
20	Delete steel core pilasters for toilet partitions			
21	Wall hung urinal screen in lieu of floor mounted			
22				
23				
24	Change Order #2 (Approved 03/12/2009)			
25	Underground conduit and electrical	1,878.00	100%	1,878.00
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
TOTALS THIS PAGE		\$ 65,455.00	100%	\$ 65,455.00

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

DEC - 7 2009

Date: November 20, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL
Departure Date: January 31, 2010 Return Date: February 3, 2010
Conference Leave (Days / Hours): 4 days
Purpose of Travel: 2010 Alabama Sheriff's Winter Conference

Traveler (s) Name: 1. Sheriff D. T. Marshall 4. Chief Deputy D. Cunningham
2. Asst. Chief R. D. Bryan 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,200.00 Advance Registration Required: \$700.00
Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 12/07/09 reimbursement of actual and necessary expenses in the
approximate amount of \$3,200.00 and advance registration of \$700.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$4,585.00</u>
Budget Available:	<u>\$15,415.00</u>
Current Requests:	<u>\$3,200.00</u>
Budget Balance:	<u>\$12,215.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/20/2009

cc: Finance Director / Buyer

12-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

DEC - 7 2009

Date: November 23, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Homewood, AL
Departure Date: December 15, 2009 Return Date: December 15, 2009
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Basic Interviewing

Traveler (s) Name: 1. Deputy J. Clemens 4. Deputy J. Hall
2. Deputy K. Gordon 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: none

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

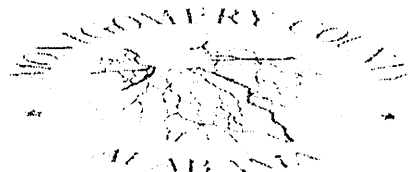
Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 12/07/09 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$4,585.00</u>	
Budget Available:	<u>\$15,415.00</u>	
Current Requests:	<u>\$3,300.00</u>	
Budget Balance:	<u>\$12,115.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/23/2009

cc: Finance Director / Buyer

Donald Mims

Agenda

DEC - 7 2009

From: Beth Varon [beth.varon@gmcnetwork.com]
Sent: Tuesday, December 01, 2009 10:07 AM
To: votereed@gmail.com; Donald Mims
Cc: Cathy Gerachis
Subject: Montgomery County Bikeway Project
Attachments: Mgty County Bike Proposal.pdf; Mgty County Bike Map.pdf

Please see the attached proposal and map for the above referenced project. The proposal is comprised of a Phase 1 and Phase 2. We understand that it is the intention of the Montgomery County Commission to only proceed with Phase 1 at this time.

The original proposal will follow in the mail.

Thank you,

Beth S. Varon

Tel 334.271.3200
Fax 334.272.1566
Direct 334.387.0707

Beth.Varon@gmcnetwork.com
2660 Eastchase Lane
Suite 200
Montgomery, AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

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November 30, 2009



Mr. Reed Ingram
Montgomery County Commission
 Administration Building (Annex III)
 101 S. Lawrence Street
 Montgomery, Alabama 36104

Dear Mr. Ingram:

The purpose of this letter is to provide you with a scope of services for work on a potential bikeway system in eastern and southern Montgomery County. We had met with you on June 5th to discuss the project and learned that several routes in your district are currently being used by professional and recreational cyclists. The Montgomery Bicycle Club has provided us with a map depicting the routes that are currently regularly used. It is our understanding that there will be two phases to this project. Phase 1 will consist of identifying where "Share the Road" signs would be appropriate of the routes currently used. Phase 2 will consist of identifying improvements needed on the currently used routes to improve bicycle safety and to dedicate the roadways as preferred bicycle routes. The following routes were identified by The Montgomery Bicycle Club and a map illustrating these routes has been included with this proposal.

- CR 37 between AL 110 and the Montgomery County line
- CR 40/CR 101 between CR 85 and US 82
- CR 75 between Vaughn Rd and CR 85
- CR 85 between I-85 and US 82
- CR 24 between CR 55 and CR 23
- Loop formed by: CR 23 between US 331 and CR 65; CR 44 between CR 65 and CR 12; CR 12 between CR 44 and CR 61; CR 61 between CR 12 and US 331. Also include CR 65 bisecting the loop
- CR 36 between US 82 and the Montgomery County line

Phase 1

The scope of work includes the tasks outlined below. These tasks are described in more detail in the Scope of Services:

1. Meet with stakeholders to identify current safety issues, future maintenance or construction activities and other appropriate information

Steve Cawood, PE
 David B. Reed, PE, PLS
 William E. Wallace, AIA
 Galen Thackston, PE
 Jeffrey A. Brower, AIA

John W. Bolk, Jr., VP Marketing
 George T. Goodwyn, PE, PLS
 Denis Strickland, PE
 Euel Screws, PE
 Burns Whittaker, PE
 Ronald Windham, PE
 Jeffrey A. Harrison, PE
 Andy Perry, PE
 Jeff Fennell, PE
 Cedric Campbell, PE
 Josh Pierce, PE
 Jeremy Sasser, PE
 Victor Apodaca, PE, PLS
 Greg Ryland, PE
 John Averetti, PE
 Alecia Brightwell, PE
 Tim Johnson, PE
 Max Vaughn, PE
 Kerry Henry, PE
 Jeff Bridges, PE

Lee Walters, PWS
 James Robinson, PG
 Jol Mehalley, PWS
 Jacob Pierce, GISP
 Hal Earnest, REM

Tracy A. Bassett, AIA
 Freddie E. Lynn, Jr., AIA
 Michael Harnrick, AIA
 James C. Bagley, AIA, CCS, CSI
 Jonathan A. Larson, AIA
 Daniel E. Woods, AIA
 Carla Young, AIA
 Vicki Loyd, AIA
 Mark D. Tiller, AIA
 Jennifer Bricken, ASD

Cathryn C. Gerachis, ASLA
 John Bricken, ASLA

Roy Jones, PLS
 Edward James Noll, PLS
 Rick Clay, PLS
 Kris Fisherly, PLS

Judy Jones, SR/WA

2. Collect data on the identified routes
3. Determine general bicycle compatibility
4. Submit written document summarizing recommendations

Phase 2

The scope of work includes the tasks outlined below. These tasks are described in more detail in the Scope of Services:

1. Collect data on the identified routes
2. Identify appropriate types of bicycle facilities
3. Determine necessary roadway improvements and costs
4. Submit written document summarizing recommendations

We feel that Phase 1 can be completed within three weeks and within a budget of \$8,700 and Phase 2 can be completed within 3 months and within a budget of \$18,600. We have attached a detailed scope of work for your review and consideration. Please feel free to call me with any questions at (334) 271-3200.

Sincerely,

Goodwyn, Mills & Cawood, Inc.



Cathy Gerachis, ASLA
Director – Planning and Landscape Architecture

CCG/bv

enc.

Scope of Services

Eastern/Southern Montgomery County Bicycle System

PHASE 1

Task 1: Meet with Stakeholders

We will meet with a representative of the Montgomery Bicycle Club and gather information such as any current safety or other issues on the routes. We will also correspond with the Montgomery MPO since they had published the Montgomery Study Area Bicycle and Pedestrian Plan in 2003. We will discuss this plan and identify any updates to the plan that have been completed or will be completed. In addition, we will contact Montgomery County to determine any anticipated maintenance or construction activities on the identified routes.

Once these meetings have concluded, the information gathered will be assimilated. Additional meetings with the stakeholders will not be needed for Phase 2 assuming not enough time passes between phases to warrant updates on the information collected during Phase 1.

Task 2: Data Collection

We will work with Montgomery County to collect the following data for the route:

- Annual Average Daily Traffic (AADT)
- Truck traffic/heavy vehicle percentages for each routes

We expect the County will have this information available or will be able to gather this information and are not anticipating having to collect new data.

We will conduct a brief field investigation by driving each route and observing the following characteristics:

- Speed limits
- Truck traffic
- Sight distance issues
- Lane widths
- Presence and widths of shoulders

These observations will be visual and will not be specifically measured.

Task 3: Determine Bicycle Compatibility

Using information such as the traffic data, stakeholder interviews, and the visual observations collected in Task 2, the general compatibility of bicycle use on each corridor will be evaluated. This evaluation will not be a specific analysis but rather a subjective overview of an experienced bicyclist's riding conditions related to the roadway conditions. This evaluation will result in a list of roadways that are recommended to be signed with "Share the Road" signs.

Task 4: Documentation

The findings and recommendations from our evaluations will be submitted to you in a written document. The document will include maps, photos and other illustrations that you and the County will find helpful for the signing process.

Phase 1 Cost Estimate

Task 1: Meet with Stakeholders	\$1,400
Task 2: Data Collection	\$3,700
Task 3: Determine Bicycle Compatibility	\$1,200
Task 4: Documentation	\$2,400
<i>Total</i>	<i>\$8,700</i>

PHASE 2

Task 1: Data Collection

We will work with Montgomery County to collect AutoCAD files for the routes including right-of-way, edge of pavement, and utility layers. We expect the County will have this information available or will be able to gather this information and are not anticipating having to collect new data. We will drive each corridor to determine any drainage, utility and right-of-way issues.

We are assuming that the Annual Average Daily Traffic (AADT) and the percentages of truck traffic/heavy vehicles will be the same as in Phase 1. Should this data change significantly between Phase 1 and Phase 2, additional data will be collected and the budget will be adjusted.

Task 2: Identify Appropriate Types of Bicycle Facilities

Using information such as the traffic data, stakeholder interviews, and known roadway constraints, we will determine the appropriate bicycle facility type(s) for the corridor. The different types of bicycle facilities that will be considered include shoulders, wide traffic lanes, bike lanes, and shared lanes. Signing strategies will also be considered. In many cases, there could be more than one appropriate facility type per route. All appropriate types will be carried forward to the next task where costs will be estimated that will help determine the recommended facility type.

Task 3: Determine Necessary Roadway Improvements and Costs

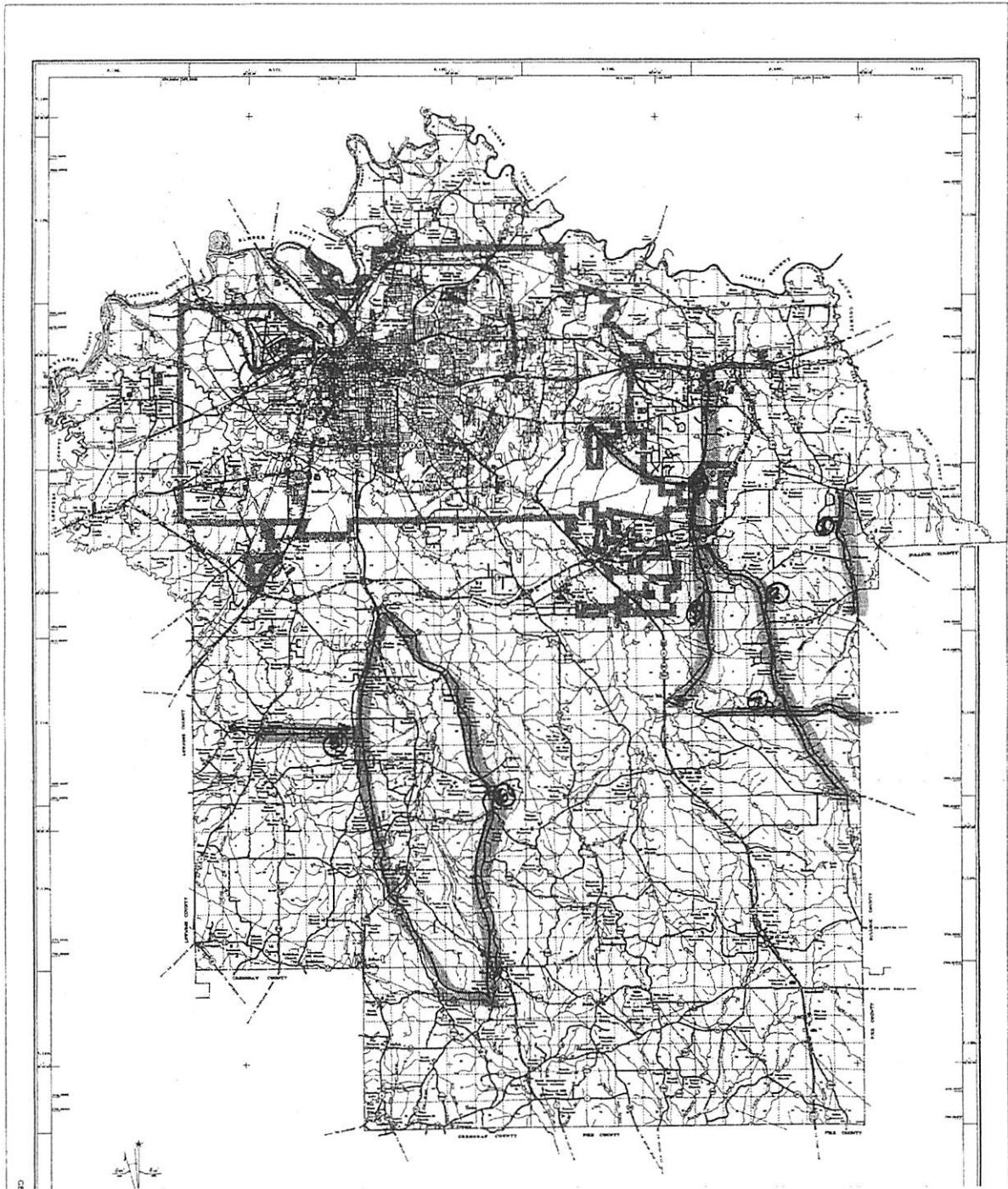
Based on the types of bicycle facilities identified in Task 2, we will determine the necessary roadway widths and identify roadway constraints such as utilities, drainage and other physical obstacles. From this exercise, necessary roadway improvements will be determined and quantities and costs will be developed.

Task 4: Documentation

The findings and recommendations from our evaluations will be submitted to you in a written document. The document will include maps, conceptual drawings, and costs to help you and the County make decisions on roadway improvements.

Phase 2 Cost Estimate

Task 1: Data Collection	\$3,700
Task 2: Identify Appropriate Types of Bicycle Facilities	\$3,300
Task 3: Determine Necessary Roadway Improvements and Costs	\$7,300
Task 4: Documentation	\$4,300
<i>Total</i>	<i>\$18,600</i>





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Felicia A. Long

Agenda

DEC - 7 2009

Respond to Montgomery Address

Date: December 7, 2009

Donald L. Mims
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Executive Session to Discuss Pending Litigation

DA Building CONTRACT

Dear Mr. Mims:

Please inform the Commissioners that I reviewed the matter on which the County Commission is considering convening an executive session for discussion with me as the County Attorney. It is my opinion that this matter involves pending litigation should the Commissioners proceed in a certain course of action; therefore, this matter is appropriate for executive session under Act No. 2005-40 § 7(a)(3).

Pursuant to the Act, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III

Thomas T. Gallion, III

50051-317
#22,333

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 21, 2009, at 8:00 in the morning.



Administrator



Chairman