

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MARCH 9, 2009

AGENDA

INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Circuit Judge Tracy McCooey
Probate Judge Reese McKinney, Jr.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Strange

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of February 23, 2009

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Adoption of Resolution Honoring the Memory of Mr. Samuel B. Gadson

Consider Adoption of Resolution Recognizing Mrs. Wilma Hails Poole's 100th Birthday

NEW BUSINESS:

1. Consider Adoption of Resolution Approving the 2009 Sales Tax Holiday
2. Consider Adoption of Resolution to Amend the Scope of CDBC Project Number CY-ED-PF-05-009 for the Montgomery Industrial Park Project, County Commission
3. Consider Approval of Revised Agreement for Property Donated by Dr. Henry Winston Pirtle, Sr., for the Snowdown Park, Parks and Recreation Department
4. Consider Approval of Amendment to Contract with CareHere, LLC, to Include All Montgomery County Commission Retirees Covered Under the Montgomery County Commission Healthcare Plan, Risk Management
5. Consider Approval of Contract with Professional Engineering Consultants, LLC, to Perform Civil Engineering Services at K-9 Facility Site in Snowdown, Sheriff's Office
6. Consider Approval of Amended Contracts with Alabama Gas Corporation Regarding Gas Service to 220 S. McDonough Street, Courthouse & Detention Facility; and 225 S. McDonough Street, Detention Facility Expansion, County Commission
7. Consider Approval of Attachment One of Addendum Number One, with GovDeals, Inc., Regarding Fee Withholding Memo of Understanding, County Commission
8. Consider Approval of Change Order Number One with Johnson & Associates, Inc., Regarding Construction and Engineering Inspection Services for Pike and Vaughn Road Intersection Improvements, Engineering Department
9. Consider Approval of a 160-Special Retail Liquor License for Tallapoosa Lakes Golf Course, Creek Indian Enterprises, 1501 Dozier Road, Montgomery, Alabama, County Commission
10. Consider Approval of Payment of 2009 Membership Dues to Montgomery Area Committee of 100 for Vice Chairman Dean, County Commission
11. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission
12. Consider Approval of Bid Award for Rest Room Facility at Snowdown Park and Approval of Deductive Change Order Number One, Parks and Recreation Department

13. Consider Approval of Budget Change Request Number 22, County Commission Appropriations
14. Consider Approval of Budget Change Request Number 1, Detention Facility
15. Consider Approval of Authorization of Accounting Supervisor Position and Related Position Fill Request, Probate Judge's Office
16. Consider Approval of Travel/Training Requests (7)

OLD BUSINESS:

17. Consider Approval of Agreement with the Town of Pike Road to Share Electric Utility Expenses for High Performance Lighting at Merle's Truck Stop on U.S. Highway 231, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Superintendent of Montgomery Public Schools John Dilworth and Elected Officials

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MARCH 9, 2009

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

MARCH 23, 2009

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

APRIL 13, 2009

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

APRIL 27, 2009

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

MAY 11, 2009

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

MAY 25, 2009

County Holiday (National Memorial Day)

MAY 26, 2009

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

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Program Analyst I – Information Systems Department
Fill action continues for 7 Deputy Sheriff Trainees/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Identification Officer – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 32 Corrections Officer Trainees/Corrections Officers – Detention Facility
Fill action continues for 5 Corrections Officer Sergeants – Detention Facility
Fill action continues for 7 Store Clerk I's – Detention Facility
Fill action continues for 14 Clerk II's – Detention Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 3 Relief Juvenile Detention Officers – Youth Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 2 County Probation Officers – Community Corrections
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I's – District Attorney's Child Support Unit

March 9, 2009

03-09-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-27-09

Check Number	To	Check Number
98878		99072
Total Checks Paid		\$1,408,390.34

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

03-09-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-06-09

Check Number	To	Check Number
99075		99262
Total Checks Paid		\$850,839.49

CHECK #	PAYEE	AMOUNT	DATE
99073	Wrights Automotive Service	\$ 3,602.77	02/27/09
99074	Postmaster Bulk Mailing	\$ 2,428.28	03/03/09

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

03/09/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
02/27/09

Payroll Check Number	56744	To	Payroll Check Number	56925	\$ 139,075.24
Direct Deposits					\$ 708,951.01
Payroll Check Number	56926	To	Payroll Check Number	56954	\$ 64,842.20
Direct Deposits					\$ 756,262.08
Federal Deposits					\$ 331,273.21
Total Payroll Paid					\$ 2,000,403.74

CHECK #

56743

PAYEE

Dana A. Thrash

AMOUNT

\$ 49.98

DATE

02/20/09

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

RESOLUTION

Whereas, Samuel B. Gadson, a native of Montgomery, Alabama, was born June 23, 1927, one of nine children to John and Hattie Gadson; and

Whereas, Mr. Gadson was the loving spouse of Callie Walls Gadson and devoted father to three sons and one daughter; and

Whereas, Mr. Gadson was a well-respected member of the community, having been a member of the Masonic Lodge, past president of the Southern Meadows Neighborhood Association and a Knight of Peter Claber; and

Whereas, Mr. Gadson demonstrated a strong work ethic as an accomplished brick layer; and

Whereas, Mr. Gadson played baseball for the "Montgomery Bombers", through the Central Alabama Baseball League and was known throughout the league for his knuckle-curve ball; and

Whereas, Mr. Gadson was a dedicated community activist, having worked diligently with the Montgomery Bus Boycott; and

Whereas, Mr. Gadson passed away on February 22, 2009, at the age of 81,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby honors the memory of Mr. Samuel B. Gadson, acknowledges his contributions to the citizens of Montgomery County, and expresses our condolences to his family.

We hereby certify that the above
Resolution was presented by the
Montgomery County Commission
on this, the 9th day of March, 2009.

RESOLUTION

WHEREAS, Wilma Hails Poole was born on March 29, 1909, in Montgomery, Alabama; and

WHEREAS, Mrs. Wilma Hails Poole attended Union Academy in Montgomery; and

WHEREAS, Mrs. Wilma Hails Poole married James Poole and raised five loving and devoted children; and

WHEREAS, Mrs. Wilma Hails Poole has touched the lives of so many through her kindness and her hospitality; and

WHEREAS, Mrs. Poole has been a dedicated servant of the Lord all of her life, sharing her love with family, friends and associates and has been a faithful church member;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby recognize Wilma Hails Poole's exemplary life and offers best wishes for an extraordinary 100th birthday celebration.

We hereby certify that the above
Resolution was presented by the
Montgomery County Commission
on this, the 9th day of March 2009.

MAR - 9 2009

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN AUGUST 2009, AS AUTHORIZED
BY ACT NO. 2006-574**

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2009 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

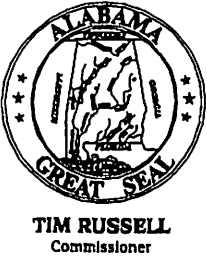
WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on August 7, 2009 and ending at twelve midnight on Sunday, August 9, 2009.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the March 9, 2009 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 9th day of March, 2009.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on
this, the 9th day of March, 2009.

Todd Strange
Chairman



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

February 22, 2009

2009 Sales Tax Holiday August 7-9, 2009

Deadline to submit notification to ADOR: July 6, 2009

The 2009 Sales Tax Holiday begins at 12:01 a.m. on Friday, August 7, 2009, and ends at twelve midnight on Sunday, August 9, 2009. As required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 7, 2009. The Department will compile this information into a list of all counties and municipalities participating in the Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.htm

Will Your Locality participate in the 2009 Sales Tax Holiday?

Unless your locality has previously voted to participate annually and that decision hasn't changed, **please put it on your calendar to discuss and vote on this matter soon.**

If your locality will be participating in the Sales Tax Holiday, you will need to send a **certified copy** of any pertinent resolution, ordinance, or amendment adopted by your locality. Even if your locality is **not** going to participate in the Sales Tax Holiday, it is important that you inform us of that fact. Businesses throughout the state rely on the list provided by the Department of Revenue to update their registers for this tax holiday.

IMPORTANT: The Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales, Use & Business Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900.

EMAIL: wanda.robbs@revenue.alabama.gov
james.mayberry@revenue.alabama.gov

Questions: 334-353-8044

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Bill J. Tucker
Executive Director

Agenda

MAR - 9 2009

March 4, 2009

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

RE: Formal Amendment Resolution
Montgomery Industrial Park
CY-ED-PF-05-009

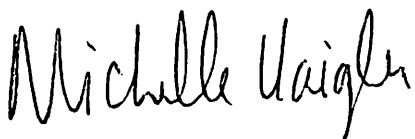
Dear Mr. Mims:

We would like to be placed on the agenda for the March 9, 2009 County Commission to authorize the attached Resolution to request a formal amendment from ADECA on the above referenced project. The formal amendment would allow the County to approach industries such as Turenne PharMedCo and Kellogg Company to assist the County with job creation. The three industries outlined in the grant application in 2005, Proethic, Medical Place and Lamar Advertising have only created 19 of the 60 jobs required to close out this project. We feel by letting this project continue would only hurt the County by missing grant opportunities.

We are trying to close out this project by March 31st, which is ADECA's deadline for close out of projects. Closing out this project by March 31st, would allow the County to apply for 2010 CDBG grant funds.

Should you have any questions, please feel free to call me anytime at (334) 262-4300. Thank you for your attention regarding this matter.

Sincerely,



Michelle Haigler
Community Development Specialist

RESOLUTION

(To authorize Formal Amendment to CDBG Project No. CY-ED-PF-05-009)

WHEREAS, The Montgomery County Commission was awarded a FY 2005 grant through the Community Development Block Grant Program administered by the Alabama Department of Economic and Community Affairs for infrastructure improvements for Montgomery Industrial Park; and

WHEREAS, the approved CDBG activity was to provide sewer lines to accommodate the businesses within the Industrial Park; and

WHEREAS, the three new industries, Lamar Advertising, Medical Place and the former Proethic Pharmaceuticals agreed to create at least 60 jobs; and

WHEREAS, the County will not be able to close out this project in a timely manner unless we approach additional industries already located in the Industrial Park.

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

Section 1. That the Montgomery County Commission agrees to amend the scope of CDBG project No. CY-ED-PF-05-009 to include other existing industries at Montgomery Industrial Park.

Section 2. That Todd Strange, in his capacity as Chairman, is hereby authorized and directed to amend said grant on behalf of the Montgomery County Commission and take other such actions as may be necessary to accomplish acceptance of the formal amendment.

Passed, Adopted and Approved this the 9th day of March 2009.

Todd Strange, Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, Administrator

MAR - 9 2009

STATE OF ALABAMA)
MONTGOMERY COUNTY)

AGREEMENT

This Agreement entered into on the _____ day of January, 2009, by and between Henry Winston Pirtle, Sr. (hereinafter referred to as "Pirtle") and the Montgomery County Commission (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Pirtle donated a 7.42 acre site along U.S. Highway 331 located in the Northwest ¼ of the Northeast ¼ of Section 6, Township 14 North, Range 18 East, Montgomery County, Alabama (the "Property"), to the County for the development of a new county park facility; and

WHEREAS, the County accepted said donation on the condition that it make certain improvements to the Property.

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, paid by each party to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Pirtle donated the following described Property to the County:

Commence at the intersection of the North line of the Northwest ¼ of the Northeast ¼ of Section 6, T14N, R18E, with the west right of way of U.S. Highway No. 331; Thence South 00 degrees 02' 41" East, along said right of way, 254.65 feet to the point of beginning; thence South 00 degrees 10' 38" West, along said right of way, 275.02 feet; thence North 89 degrees 53' 20" West, 299.89 feet; thence South 00 degrees 09' 03" West, 199.71 feet; thence North 89 degrees 39' 46" West, 526.64 feet to a point on the east right of way of the CSX Railroad; thence along said right of way, being a curve to the right, the chord of which bears, North 04 degrees 09' 24" East, 298.38 feet; thence North 08 degrees 37' 12" East, along said right of way, 175.44 feet; thence North 90 degrees 00' 00" East, 779.97 feet to the point of beginning. The above described parcel of land lies in the Northwest ¼ of the Northeast ¼ of Section 6, T14N, R18E, Montgomery County, Alabama, and contains 7.42 acres, more or less.

2. The County shall construct a 10-foot wide, one-half mile long asphalt multipurpose trail with striping for walking, biking, and skating, the specifications thereof to be in the sole discretion of the County.

3. The County shall relocate an existing sink and disposal drainage line presently discharging on the Property to a point where same shall discharge onto property owned by Pirtle south of the south line of the Property according to plans and specifications prepared by Professional Engineering Consultants, LLC.

4. The County shall construct a minimum 4 foot high chain link fence along the southerly boundary of the Property.

5. The County shall not sell, convey, gift, mortgage, lease or take any action in regard to the title of this Property except to a related or successor governmental entity. Neither the County nor any successor governmental entity will construct any facility that would encourage organized team sports. The Property shall be maintained as a recreational site and used for recreational purposes in perpetuity.

WITNESS

Henry Winston Pirtle, Sr.

MONTGOMERY COUNTY COMMISSION

Donald L. Mims
Montgomery County Administrator

BY: _____
Todd Strange, Chairman

OLD

3959989

STATE OF ALABAMA)
MONTGOMERY COUNTY)

AGREEMENT

This Agreement entered into on the 19th day of December, 2006, by and between Henry Winston Pirtle, Sr. (hereinafter referred to as "Pirtle") and the Montgomery County Commission (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Pirtle desires to donate a 7.42 acre site along U.S. Highway 331 located in the Northwest ¼ of the Northeast ¼ of Section 6, Township 14 North, Range 18 East, Montgomery County, Alabama (the "Property"), to the County for the development of a new county park facility; and

WHEREAS, the County desires to accept said donation on the condition that it make certain improvements to the Property.

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, paid by each party to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Pirtle shall donate the following described Property to the County:

Commence at the intersection of the North line of the Northwest ¼ of the Northeast ¼ of Section 6, T14N, R18E, with the west right of way of U.S. Highway No. 331; Thence South 00 degrees 02' 41" East, along said right of way, 254.65 feet to the point of beginning; thence South 00 degrees 10' 38" West, along said right of way, 275.02 feet; thence North 89 degrees 53' 20" West, 299.89 feet; thence South 00 degrees 09' 03" West, 199.71 feet; thence North 89 degrees 39' 46" West, 526.64 feet to a point on the east right of way of the CSX Railroad; thence along said right of way, being a curve to the right, the chord of which bears, North 04 degrees 09' 24" East, 298.38 feet; thence North 08 degrees 37' 12" East, along said right of way, 175.44 feet; thence North 90 degrees 00' 00" East, 779.97 feet to the point of beginning. The above described parcel of land lies in the Northwest ¼ of the Northeast ¼ of Section 6, T14N, R18E, Montgomery County, Alabama, and contains 7.42 acres, more or less.

10-foot.

2. The County shall construct a ~~12~~-foot wide, one-half mile long asphalt multipurpose trail with striping for walking, biking, and skating, the specifications thereof to be in the sole discretion of the County.

3. The County shall relocate an existing sink and disposal drainage line presently discharging on the Property to a point where same shall discharge onto property owned by Pirtle south of the south line of the Property according to plans and specifications prepared by Professional Engineering Consultants, LLC

4. ~~The County shall construct a minimum 4 foot high chain link fence ten feet (10') inside the southerly boundary of the Property where same is adjacent to existing pastures owned by Pirtle.~~

5. The County shall not sell, convey, gift, mortgage, lease or take any action in regard to the title of this Property except to a related or successor governmental entity. The Property shall be maintained as a recreational site and used for recreational purposes in perpetuity. ~~At no time shall the County or any successor governmental entity~~

Helena J. Black
WITNESS

Henry Winston Pirtle Sr.
Henry Winston Pirtle, Sr.

MONTGOMERY COUNTY COMMISSION

Donald L. Mims
Donald L. Mims
Montgomery County Administrator

BY: Todd Strange
Todd Strange, Chairman

~~At no time shall the County nor~~ Neither the County nor
any successor government entity
will construct any facility that
would encourage ^{organized} team sports

Winston Pirtle

Ph: Work - 281-7388
Cell - 399 2059

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

March 5, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Amendment to the CareHere Contract to include Retirees

On July 15, 2008, we started the on-site wellness clinic for employees and dependents. Over 660 members have used the clinic in the first six months. These office visits and dispensing of medications have reduced the co-pays and resulted in savings for the County as well. A meeting was held with the County Commission on February 23, 2009 to consider adding retirees and dependants covered under the Montgomery County Healthcare access to the CareHere clinic.

I am requesting that this item be placed on the next agenda for the County Commission's consideration of approval.

cc: John Mitchell, Sr.

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

**AMENDMENT
TO
CONTRACT
BETWEEN
CAREHERE, LLC
AND
MONTGOMERY COUNTY COMMISSION**

AMENDMENT NO. 1

DATE: APRIL 1, 2009

The above contract is hereby amended as follows:

-Contract is hereby amended to include all Montgomery County Commission Retirees covered under the Montgomery County Commission Healthcare Plan.

-The Montgomery County Commission shall pay to CareHere the amount of \$11.50 per retiree per month of all retirees covered under the Montgomery County Commission Healthcare Plan. In addition, the Montgomery County Commission shall pay invoices equal to the sum of that month's actual expenditures for Medical Professional and Medical Assistant fees, medical supplies, drugs, laboratory testing, equipment and other items that may be required by CareHere or the Medical Professional to provide adequate Medical Services under this Agreement.

-All other provisions of the contract shall remain the same.

WITNESS:

CAREHERE, LLC

BY: _____

TITLE: _____

WITNESS:

**MONTGOMERY COUNTY
COMMISSION**

BY: _____

TITLE: _____

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

February 19, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Sheriff's Office K-9 Facility

Attached is a proposal from Professional Engineering Consultants to perform work for the above referenced construction project. The proposed agreement of this work includes \$2,500.00 for topographic survey and legal descriptions; and the civil design fee for the kennel and access road costing \$6,000.00.

This proposal has been reviewed by T.C.U. Consulting. I recommend we approve the proposal and request that the Commission vote on this matter at the County Commission meeting on March 9, 2009.

Your careful consideration is appreciated.

JAM/rw

Attachments

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

February 13, 2009

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

Re: MCC K-9 Facility

Dear John:

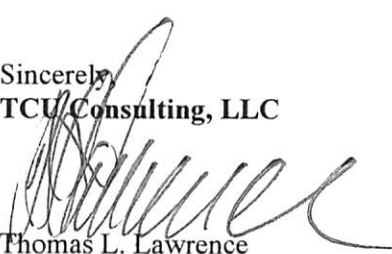
I have received a proposal from PEC (Professional Engineering Consultants) for the Civil Design work that will be required for the new K9 facility. I have reviewed the proposal and recommend that it be presented to the Commission for approval if required. PEC did the Civil Design on the park adjacent and has already provided some service to the architect with a topo that was needed for the building location.

If you are in agreement with the proposal please initial and return to my attention.

Do not hesitate to call if you have any questions.

County Commission _____
Date _____

Sincerely,
TCU Consulting, LLC


Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch
Percy Thomas

2009 FEB 13 11:03 AM
MONTGOMERY, AL



Professional Engineering Consultants, LLC

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

February 13, 2009

Mr. Tommy L. Lawrence
Program Director
TCU Consulting, LLC
Montgomery, Alabama

Re: Proposal for Civil Engineering
MCC K-9 Facility
Snowdown, Alabama

Dear Sir:

The following is our proposal to perform the Civil Engineering Services associated with the reference project:

1. Topographic survey, preparation of legal description for access easement and initial coordination with ALDOT on access to U.S. 331. The Fee for this work is \$2,500.00.
2. Civil design associated with the new Kennel and access road. This includes grading/site plan, water connection, sewage design and connection, obtaining sewage design approval from Health Department and access road design. The Fee for this work is \$6,000.00.

Please let me know if you have any questions or need any additional information or breakdown on the fee request.

Sincerely,

A handwritten signature in blue ink that reads 'Stan Cauthen'. The signature is written in a cursive, flowing style.

Stan Cauthen, P.E.

c: File

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

February 26, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Contracts for Gas Service

Attached are two contracts for Gas Service that were previously discussed during the information session of the January 12, 2009 Commission meeting. They were approved at the next Commission meeting on January 26, 2009.

The contracts were approved subject to review by the County Attorney. There were two changes made to the contracts, (1) the MCF was changed from 48 to 50 and, (2) the effective contract date was changed from January 1, 2009 to February 1, 2009.

Please approve these changes at the next Commission meeting on March 9, 2009.

JAM/rw

Attachments

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

Montgomery, AL

February 1, 2009

The Montgomery County Commission (County Courthouse & Jail) (herein called the "Customer"), requests Alabama Gas Corporation (herein called the "Company"), to deliver gas service to the Customer at the premises known as 220 S. McDonough Street, Montgomery, AL 36104 and occupied as a county courthouse/jail. In consideration of such service, the Customer agrees and contracts to accept and pay for gas service under and subject to the Company's Rate Schedule LC, which is incorporated herein by reference or any amendment to or substitution for such Schedule as may be approved by the Alabama Public Service Commission or may otherwise become effective. This Contract and the sale of gas hereunder shall be subject to the "Terms and Conditions" which are set forth herein and on the following two pages and which are specifically incorporated herein as a part of this Contract for Gas Service.

1. **Quantity of Gas and Delivery Pressure:** The Customer contracts for and the Company agrees to deliver daily quantity of gas for firm service (herein called "Firm Gas") of 50 MCF. The Customer agrees that the Company is under no obligation to supply Firm Gas to the Customer in excess of such daily volumes. The Customer estimates that in addition to Firm Gas set out above, it will require additional gas on an interruptible basis (herein called "Interruptible Gas") up to a maximum quantity of 0 MCF per day. In recognition of such total requirement of Firm and Interruptible Gas the Company agrees to provide metering and regulating facilities adequate to deliver a maximum of 13,000 cubic feet per hour at utilization pressure or at a minimum pressure of 2 pounds per square inch gauge and a maximum pressure of 2 pounds per square inch gauge.

2. **Term of Contract:** The term of this Contract is for a period of one year from the date of commencement of gas service, or ninety (90) days after the availability of gas service, and thereafter from year to year until termination by either party. The Company will notify the Customer of the date of availability of gas service and of the effective contract date. Either party may terminate this Contract at the end of such year by giving the other party notice in writing at least sixty (60) days prior to the anniversary date of this Contract. In the absence of such notification, this Contract shall remain in force and effect.

3. **Notices:** Any notice or bill, except notices of curtailment or restoration of service or with respect to force majeure, which shall or may be given by one party to the other hereunder shall be deemed to have been fully given when made in writing and delivered as follows:

605 Richard Arrington Jr. Blvd. No., Birmingham, Alabama 35203 and to the Customer at the above-named premises of the Customer or by placement thereof in a sealed envelope, postage prepaid, addressed to the Customer at said premises and deposited in the United States Mail.

Notices with respect to curtailment or restoration of deliveries of gas or with respect to force majeure shall be sufficient if given by the Company in writing or orally in person or by telephone to the person or one of the persons designated from time to time by the Customer as authorized to receive such notices. If the Customer shall not have made such designation, or if made, the Company is unsuccessful in its efforts promptly to establish communication with the person or one of the persons so designated, then in any such event said notice shall be sufficient if given by the Company to any person or persons who are on the said premises or who answer the Customer's telephone.

4. **Successors and Assigns:** This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be duly signed and sealed, the day and year first above written.

Effective Contract Date is February 1, 2009.

ALABAMA GAS CORPORATION

Montgomery County Commission

By: _____

By: _____

Title: Director – Commercial & Industrial Marketing

Title: _____

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

TERMS AND CONDITIONS

1. FORCE MAJEURE

(a) **General:** It is understood and agreed by the parties to this Contract for Gas Service ("the Contract") into which these Terms and Conditions have been incorporated that in the event of a failure, shortage, or interruption of gas due to the act of God, the elements, labor troubles, work stoppages, fires, accidents, breakage, necessary repairs, or other causes or contingencies beyond the Company's control, including, but not limiting the generality thereof, preferential commitment of supply pursuant to law or regulation or order of any governmental authority whereby the Company becomes unable to fulfill all of its obligations or commitments for the delivery of Firm Gas under the Contract then, in any such event and from time to time, the Company shall have the right and authority to curtail or interrupt delivery of Firm Gas under the Contract; provided, however, that insofar as reasonably possible, notice of such proposed curtailment, or interruption, will be given to the Customer and such curtailment or interruption of delivery shall be applied so far as practicable so as to avoid damage to work or material in actual process at such time. The Customer hereby expressly acknowledges that the supply and distribution of Firm Gas is subject to the conditions above stated and that the Company cannot and does not guarantee a constant supply, and that the Company shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

(b) **Protection of Residential Gas Supply:** The Customer understands and agrees that the Company's primary obligation is to supply gas to its residential customers and that the Company may therefore curtail or interrupt the delivery of Firm Gas to the Customer when such curtailment or interruption is, in the sole judgment of the Company, necessary in order for the Company to meet its obligation to serve its residential customers. Although the Company will, so far as reasonably possible, give notice to the Customer of the curtailment of deliveries of Firm Gas and will so far as reasonably possible effect such curtailment in a manner so as to minimize or avoid damage to work or material in actual process at the time of such curtailment, the Company shall not be held liable in damages or otherwise for any such curtailment.

2. **AGREEMENT TO INTERRUPT:** The Company may at any time, and from time to time, interrupt the supply of Interruptible Gas to the Customer and the Customer agrees to interrupt and curtail its consumption of Interruptible Gas in the manner, at the time, and to the extent as directed by the Company in its notice to the Customer to interrupt. It is understood and agreed that the Company's right to interrupt deliveries of Interruptible Gas is completely without limitation and that the Company may interrupt the delivery of Interruptible Gas to the Customer without interrupting the delivery of Interruptible Gas to other customers taking gas on an interruptible basis.

3. **PAYMENT TERMS:** Customer shall make payment to the Company for the services provided hereunder during the preceding calendar month by first class U.S. Mail at such address as the Company may hereafter designate. Customer shall pay the amounts due the Company as shown in the bill rendered to the Customer, and such payment shall be made on or before the due date specified on such bill. The Company shall have the right at any time, in its sole discretion, to alter these payment terms including but not limited to, changing Customer's billing schedule, requiring pre-payment for services and/or requiring a security deposit from Customer or increasing the amount of an existing security deposit.

Should Customer fail to pay any amount within the period set forth above, interest on the unpaid amount shall accrue at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by applicable law. If Customer fails to make payment when due, Customer's service will be subject to disconnection in accordance with the Rules and Regulations of the Alabama Public Service Commission. If such failure to pay continues for thirty (30) days, then the Company, at its option, may terminate this Agreement upon written notice to Customer.

4. METERS AND MEASUREMENT: Gas delivered hereunder shall be measured through one or more meters installed and maintained by the Company on the customer's property near the Customer's property line and at a location satisfactory to the Company. For the purposes of measurement, the unit of volume shall be a cubic foot. A cubic foot of gas shall mean the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60°F. When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The Company may at its option make correction for supercompressibility. In the absence of exercising such option, the gas will be assumed to obey Boyle's Law. The temperature of the gas passing through the meter(s), except as hereinafter provided for, shall be assumed to be 60°F. Where a recording thermometer is used, volumes shall be corrected for variations in flowing temperature from 60°F. The Company shall at all times retain title to all meters, regulators, and other equipment installed by it on the property of the Customer. The Company will inspect and test such meter(s) from time to time to ensure the accuracy thereof. If a meter is found by the Company to be inoperative or inaccurate, the error shall be determined by the most accurate method feasible and if the inaccuracy shall have resulted in an error in the measurement of gas of more than two per cent (2%), then the calculated deliveries of gas shall be adjusted for such period of inaccuracy as may be definitely known to compensate for such error. If the period of inaccuracy shall not be known, then such adjustment shall be made for the last half of the period between the time of the present test and the time of the most recent previous test or, if no previous test has been made since the installation of the meter, the date of installation of the meter on the property of the Customer. Upon written request of the Customer, the Company will test meter(s) at any time, provided, however, that if the meter(s) is (are) found to register correctly or to have an error not in excess of two per cent (2%) the cost of such test shall be paid by the Customer. The Customer agrees to indemnify the Company against all loss of or damage to any equipment of the Company situated on the premises of the Customer except such loss or damage as shall be caused by the Company, its employees, officers or agents.

5. POINT OF DELIVERY: The point of delivery of gas furnished under the Contract shall be the outgoing side of the Company's metering facilities installed on the Customer's property for the purpose of measuring gas delivered to the Customer. It is herein understood and agreed that the gas delivered under the Contract shall become the property of the Customer after it passes the point of delivery as specified above.

6. LIABILITY: The Company is not and shall not be liable for injury to or damage to the property of the Customer or any other person, firm, or corporation resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after the same has passed the point of delivery.

7. ENTRY BY COMPANY AGENTS: The authorized agents of the Company shall, at all reasonable times, have the right of access to the premises of the Customer for the purpose of examining and inspecting and maintaining meters and for other necessary purposes. No person other than an authorized agent of the Company shall be permitted to tamper with, inspect, or repair any meter or other property owned by the Company. Customer hereby empowers the Company to remove its meters and other property upon termination of the Contract.

8. PUBLIC SERVICE COMMISSION: Customer further agrees to accept and be bound by all rate schedules, rules, and regulations which have been or may in the future be approved or allowed to take effect by the Alabama Public Service Commission or which may otherwise take effect and to accept and be bound by all rules and regulations which have been or may hereafter be approved, issued, or promulgated by the Alabama Public Service Commission, or other governmental bodies having jurisdiction thereof.

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

Montgomery, AL

February 1, 2009

Montgomery County Commission (County Detention Facility) (herein called the "Customer"), requests Alabama Gas Corporation (herein called the "Company"), to deliver gas service to the Customer at the premises known as 225 S. McDonough Street, Montgomery, AL 36104 and occupied as a county detention facility. In consideration of such service, the Customer agrees and contracts to accept and pay for gas service under and subject to the Company's Rate Schedule LC, which is incorporated herein by reference or any amendment to or substitution for such Schedule as may be approved by the Alabama Public Service Commission or may otherwise become effective. This Contract and the sale of gas hereunder shall be subject to the "Terms and Conditions" which are set forth herein and on the following two pages and which are specifically incorporated herein as a part of this Contract for Gas Service.

1. **Quantity of Gas and Delivery Pressure:** The Customer contracts for and the Company agrees to deliver daily quantity of gas for firm service (herein called "Firm Gas") of 50 MCF. The Customer agrees that the Company is under no obligation to supply Firm Gas to the Customer in excess of such daily volumes. The Customer estimates that in addition to Firm Gas set out above, it will require additional gas on an interruptible basis (herein called "Interruptible Gas") up to a maximum quantity of -0- MCF per day. In recognition of such total requirement of Firm and Interruptible Gas the Company agrees to provide metering and regulating facilities adequate to deliver a maximum of 29,400 cubic feet per hour at utilization pressure or at a minimum pressure of 5 pounds per square inch gauge and a maximum pressure of 7 pounds per square inch gauge.

2. **Term of Contract:** The term of this Contract is for a period of one year from the date of commencement of gas service, or ninety (90) days after the availability of gas service, and thereafter from year to year until termination by either party. The Company will notify the Customer of the date of availability of gas service and of the effective contract date. Either party may terminate this Contract at the end of such year by giving the other party notice in writing at least sixty (60) days prior to the anniversary date of this Contract. In the absence of such notification, this Contract shall remain in force and effect.

3. **Notices:** Any notice or bill, except notices of curtailment or restoration of service or with respect to force majeure, which shall or may be given by one party to the other hereunder shall be deemed to have been fully given when made in writing and delivered as follows:

605 Richard Arrington Jr. Blvd. No., Birmingham, Alabama 35203 and to the Customer at the above-named premises of the Customer or by placement thereof in a sealed envelope, postage prepaid, addressed to the Customer at said premises and deposited in the United States Mail.

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4. **Successors and Assigns:** This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be duly signed and sealed, the day and year first above written.

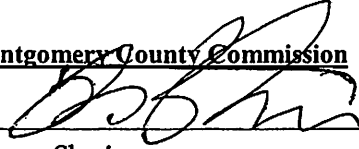
Effective Contract Date is February 1, 2009.

ALABAMA GAS CORPORATION

By: _____

Title: Director – Commercial & Industrial Marketing

Montgomery County Commission

By:  _____

Title: Chairman

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

TERMS AND CONDITIONS

1. FORCE MAJEURE

(a) **General:** It is understood and agreed by the parties to this Contract for Gas Service ("the Contract") into which these Terms and Conditions have been incorporated that in the event of a failure, shortage, or interruption of gas due to the act of God, the elements, labor troubles, work stoppages, fires, accidents, breakage, necessary repairs, or other causes or contingencies beyond the Company's control, including, but not limiting the generality thereof, preferential commitment of supply pursuant to law or regulation or order of any governmental authority whereby the Company becomes unable to fulfill all of its obligations or commitments for the delivery of Firm Gas under the Contract then, in any such event and from time to time, the Company shall have the right and authority to curtail or interrupt delivery of Firm Gas under the Contract; provided, however, that insofar as reasonably possible, notice of such proposed curtailment, or interruption, will be given to the Customer and such curtailment or interruption of delivery shall be applied so far as practicable so as to avoid damage to work or material in actual process at such time. The Customer hereby expressly acknowledges that the supply and distribution of Firm Gas is subject to the conditions above stated and that the Company cannot and does not guarantee a constant supply, and that the Company shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

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2. **AGREEMENT TO INTERRUPT:** The Company may at any time, and from time to time, interrupt the supply of Interruptible Gas to the Customer and the Customer agrees to interrupt and curtail its consumption of Interruptible Gas in the manner, at the time, and to the extent as directed by the Company in its notice to the Customer to interrupt. It is understood and agreed that the Company's right to interrupt deliveries of Interruptible Gas is completely without limitation and that the Company may interrupt the delivery of Interruptible Gas to the Customer without interrupting the delivery of Interruptible Gas to other customers taking gas on an interruptible basis.

3. **PAYMENT TERMS:** Customer shall make payment to the Company for the services provided hereunder during the preceding calendar month by first class U.S. Mail at such address as the Company may hereafter designate. Customer shall pay the amounts due the Company as shown in the bill rendered to the Customer, and such payment shall be made on or before the due date specified on such bill. The Company shall have the right at any time, in its sole discretion, to alter these payment terms including but not limited to, changing Customer's billing schedule, requiring pre-payment for services and/or requiring a security deposit from Customer or increasing the amount of an existing security deposit.

Should Customer fail to pay any amount within the period set forth above, interest on the unpaid amount shall accrue at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by applicable law. If Customer fails to make payment when due, Customer's service will be subject to disconnection in accordance with the Rules and Regulations of the Alabama Public Service Commission. If such failure to pay continues for thirty (30) days, then the Company, at its option, may terminate this Agreement upon written notice to Customer.

4. METERS AND MEASUREMENT: Gas delivered hereunder shall be measured through one or more meters installed and maintained by the Company on the customer's property near the Customer's property line and at a location satisfactory to the Company. For the purposes of measurement, the unit of volume shall be a cubic foot. A cubic foot of gas shall mean the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60°F. When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The Company may at its option make correction for supercompressibility. In the absence of exercising such option, the gas will be assumed to obey Boyle's Law. The temperature of the gas passing through the meter(s), except as hereinafter provided for, shall be assumed to be 60°F. Where a recording thermometer is used, volumes shall be corrected for variations in flowing temperature from 60°F. The Company shall at all times retain title to all meters, regulators, and other equipment installed by it on the property of the Customer. The Company will inspect and test such meter(s) from time to time to ensure the accuracy thereof. If a meter is found by the Company to be inoperative or inaccurate, the error shall be determined by the most accurate method feasible and if the inaccuracy shall have resulted in an error in the measurement of gas of more than two per cent (2%), then the calculated deliveries of gas shall be adjusted for such period of inaccuracy as may be definitely known to compensate for such error. If the period of inaccuracy shall not be known, then such adjustment shall be made for the last half of the period between the time of the present test and the time of the most recent previous test or, if no previous test has been made since the installation of the meter, the date of installation of the meter on the property of the Customer. Upon written request of the Customer, the Company will test meter(s) at any time, provided, however, that if the meter(s) is (are) found to register correctly or to have an error not in excess of two per cent (2%) the cost of such test shall be paid by the Customer. The Customer agrees to indemnify the Company against all loss of or damage to any equipment of the Company situated on the premises of the Customer except such loss or damage as shall be caused by the Company, its employees, officers or agents.

5. POINT OF DELIVERY: The point of delivery of gas furnished under the Contract shall be the outgoing side of the Company's metering facilities installed on the Customer's property for the purpose of measuring gas delivered to the Customer. It is herein understood and agreed that the gas delivered under the Contract shall become the property of the Customer after it passes the point of delivery as specified above.

6. LIABILITY: The Company is not and shall not be liable for injury to or damage to the property of the Customer or any other person, firm, or corporation resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after the same has passed the point of delivery.

7. ENTRY BY COMPANY AGENTS: The authorized agents of the Company shall, at all reasonable times, have the right of access to the premises of the Customer for the purpose of examining and inspecting and maintaining meters and for other necessary purposes. No person other than an authorized agent of the Company shall be permitted to tamper with, inspect, or repair any meter or other property owned by the Company. Customer hereby empowers the Company to remove its meters and other property upon termination of the Contract.

8. PUBLIC SERVICE COMMISSION: Customer further agrees to accept and be bound by all rate schedules, rules, and regulations which have been or may in the future be approved or allowed to take effect by the Alabama Public Service Commission or which may otherwise take effect and to accept and be bound by all rules and regulations which have been or may hereafter be approved, issued, or promulgated by the Alabama Public Service Commission, or other governmental bodies having jurisdiction thereof.

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

February 25, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy County Administrator *JAM*

SUBJECT: GovDeals.com Proceeds

I received the attached memo from Paul St. John, Director of Support Services, concerning an opportunity to save time and money on the above referenced subject.

We use GovDeals to handle sales of surplus property for the County. This Financial Settlement Services program collects money from winning buyers online and forwards the proceeds to us. We in turn pay them fees for processing these payments after we collect money.

Attached is an addendum which allows GovDeals to withhold their fees from the proceeds before sending final payment to us. This keeps us from having to cut a check to them each month.

I agree with this measure to cut costs to the County Commission for these transactions. I request approval from the Commission to enter into this additional agreement. Please sign the attached Memo of Understanding after approval.

JAM/rw

Attachments

MONTGOMERY COUNTY COMMISSION

SUPPORT SERVICES

MEMORANDUM

To: John Mitchell, Deputy Administrator
From: Paul St. John, Director *PS*
Subject: GovDeals.com
Date: February 20, 2009

We are always looking for any opportunity to streamline our processes, reduce expenses, and save money. As a user of GovDeals' Financial Settlement Services (FSS) program, you have already taken a positive step in that direction. GovDeals collects all of your surplus auction proceeds electronically from the winning buyers via PayPal, credit card, or wire transfer. Since we rolled this program out in November we have had a tremendous response. We can now reduce the cost of doing business with GovDeals by electing to have them withhold our fees when they remit the auction proceeds. Imagine the savings from not having to reconcile a paper bill and cut a check to them each month! To take advantage of this added feature of FSS, all we have to do is sign the attached form and send it back to GovDeals. Their Client Services Representative will then be in touch to get this great new feature activated. If you have any questions at all, please do not hesitate to contact me.

cc: Pat Silas, Assistant Director of Support Services

Attachment 1 of Addendum Number One (1) Fee Withholding Memo of Understanding

This Memo of Understanding is between GovDeals, Inc. (GovDeals) having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama 36117 and Montgomery County Commission (Client) having its principal place of business at 101 South Lawrence Street Montgomery, Al. 36104.

It is understood GovDeals and the Client presently operate under an approved Agreement with the option of Financial Settlement Services.

It is understood the Client would like GovDeals to deduct the GovDeals auction fees from auction proceeds due the client.

Signature

Title

Date

Please return executed document to:

Sales Support

GovDeals, Inc.

Toll Free: (866) 377-1494

Fax: (334) 387-0519

salessupport@govdeals.com

www.GovDeals.com

TODD STRANGE
CHAIRMAN
ELTON N. DEAN, SR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT

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

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

Agenda

MAR - 9 2009

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: March 4, 2009

**RE: CHANGE ORDER NO. 1 TO AGREEMENT FOR
CONSTRUCTION AND ENGINEERING INSPECTION SERVICES
PIKE / VAUGHN ROAD INTERSECTION IMPROVEMENTS
PROJECT NO. ST-051-110-002; MCP 51-62-07**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached Change Order No. 1 concerning additional fees for project inspection associated with the ongoing Pike / Vaughn Road intersection Improvements project.

These additional fees can be funded within our present budget for this construction contract and will be paid 50% by the Alabama Department of Transportation (ALDOT) and 50% by the developer, TVM Investments, LLC. A cost summary is as follows:

Original Contract Amount:	\$63,758.00
Plus Change Order No. 1:	<u>\$12,500.00</u>
Revised Contract Amount:	\$76,258.00

If approved please have the attached change order executed and return to this office for further processing.

GCS/gcs

cc: File

2009 MAR -4 AM 11:15

MONTGOMERY COUNTY COMMISSION

Change Order or Extra Services Authorization Form



1218 Church Street, Huntsville, AL 35801
phone: (256) 533-7331, fax: (256) 533-7332

Date: Feb. 18, 2009
Client/Owner: Montgomery County
Project Name: Pike and Vaughn Road
Project Number: 01-00029-TR
Change Order Number: Change Order # 1

No work will be done until Change Order has been signed by authorized company representative.
You have authorized our firm to make changes in this contract or perform extra services as follows:

Addition Fees for Project Inspection

Added time for on-site inspector due to delays in construction (approx. 3 months beyond the original estimated time) = approx. \$7500

Additional material testing = approx. \$5000

Lump Sum Amount for this Change Order:

Hourly & Unit Rates (according to the Standard Schedule of Fees \$12,500
In the contract) with an Estimated Budget for this Change

The contract time will be changed by: Three (3) months

Additional Terms:

Accepted by Client/Owner:

Client/Owner Name: Montg. County Commission
Address: P.O. Box 1667
Montgomery, AL 36102

By: _____

Date: _____

Print Name: Todd Strange, Chairman

Accepted:

Johnson & Associates, Inc.
1218 Church Street
Huntsville, Alabama 35801

By: Nathan D. Johnson

Date: 2-18-09

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980

FAX: (334) 832-2500

Agenda

MAR - 9 2009

January 23, 2009

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DTM*
Montgomery County Sheriff's Office

SUBJECT : Tallapoosa Lakes Golf Course
Creek Indian Enterprises
1501 Dozier Road
Montgomery, AL 36117

2009 FEB 27 11 03 AM
MONTGOMERY COUNTY SHERIFF'S OFFICE

The Montgomery County Sheriff's Office has no objections to the issuance of a 160—
Special Retail Liquor License for the above establishment.

DTM/tb



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090122111824866



Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: \$250.00 County: \$250.00

Type License:

State: County:

Trade Name: TALLAPOOSA LAKES GOLF COURSE

Filing Fee: \$50.00

Applicant: CREEK INDIAN ENTERPRISES

Transfer Fee:

Location Address: 1501 DOZIER ROAD MONTGOMERY, AL 36117

Mailing Address: 1501 DOZIER ROAD MONTGOMERY, AL 36117

County: MONTGOMERY Tobacco sales: YES Tobacco Vending Machines: 0

Sale of Products Containing Ephedrine: NO Type Ownership: CORPORATION

Book, Page, or Document info: CREEK INDIAN ENTERPRISES Do you sell Draft Beer: Y

Date Incorporated: 04/12/1985 State incorporated: AL County Incorporated:

Date of Authority: 04/12/1985

Name: Title: Date and Place of Birth: Residence Address:

DANIEL LAMBERT 5053964 - AL AL, ESCAMBIA	VICE-CHAIRMAN OF BOARD OF DIRECTORS Incorporated: 04/12/1985	07/01/1966 ATMORE, ALABAMA	2705 WOODS ROAD ATMORE, AL 36502 Authority: 04/12/1985
RONNIE SMITH S530-733-47-283-0 - FL AL, ESCAMBIA	CHAIRMAN OF BOARD OF DIRECTORS Incorporated: 04/12/1985	08/03/1947 MCDAVID, FLORIDIA	500 W. ROACH ROAD MCDAVID, FL 32568 Authority: 04/12/1985
JAMES T. MARTIN 3858361 - AL AL, ESCAMBIA	PRESIDENT Incorporated: 04/12/1985	09/08/1959 ATMORE, ALABAMA	8825 PINE RUN SPANISH FORT, AL 36527 Authority: 04/12/1985

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: KITTY STUART

Business Phone: 251-368-0819

Fax:

Home Phone: 251-368-0819

Cell Phone: 251-253-8058

E-mail:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090122111824866



If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: CREEK INDIAN ENTERPRISES DEVELOPMENT AUTHORITY 251-368-0819

What is lessors primary business? CREEK INDIAN

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 3500 Display Square Footage:

Building seating capacity: 154 Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: 5 miles Nearest church: 2 miles Nearest residence: 1 miles

Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090122111824866



Initial each

Signature page

☐ KS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ KS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ KS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ KS

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ KS

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ KS

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ KS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ KS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ KS

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

- Applicant Name (print):

Kitty Stuart

- Signature of Applicant:

Kitty Stuart

Notary Name (print):

Nikki Parker

Notary Signature:

Nikki Parker

Commission expires:

09/11/2010

Application Taken: 1-22/09 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090122111824866



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: Creek Indian Enterprises hold several ABC license

Are there any special restrictions, instructions, and/or conditions for this license?: Y

Agenda

MAR - 9 2009

**MONTGOMERY AREA COMMITTEE OF 100
P.O. BOX 79
MONTGOMERY, AL 36101
(334) 240-9430**

INVOICE

December, 2008

Commissioner Elton Dean
Dean Realty
3550 Audubon
Montgomery, AL
36111

Description:	Amount Due
2009 Dues	\$400

PAYMENT DUE UPON RECEIPT

Make check payable to: The Montgomery Area Committee of 100

**Mail to Attn: Charlotte Smith
P.O. Box 79
Montgomery, AL 36101**

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

March 9, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
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-2009-72: Montgomery County Recreation Department, for Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development - \$5,000; (Polizos)
- C-2009-73: Central Alabama Community Foundation, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$3,000; (Strange)
- C-2009-74: The Alabama World Affairs Council, for Educational Programs - \$1,000; (Strange)

DLM/tll

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director *ps*
Support Services

DATE: March 5, 2009

SUBJECT: Rest Rooms for Snowdown Community
Park Development – Project No. 08-RT-54-007
And Change Order No. 1

Request approval of award on the above referenced project to low bid of Ingram Construction, LLC, in the amount of \$68,757.00 and Deductive Change Order No. 1, in the amount of \$5,180.00, for a total award of \$63,577.00, be placed on the agenda for the County Commission meeting on March 9, 2009. (copy of spread sheet attached)

Coordination of award made with Mr. Stan Cauthen, P.E. of Professional Engineering Consultants, LLC.

Attachment



Professional Engineering Consultants, LLC

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

March 5, 2009

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

Re: Rest Rooms for Snowdown
Community Park Development
Project No. 08-RT-54-007
Change Order No. 1

Dear Sir:

Attached is a letter from the low bidder, Ingram Construction, LLC, listing items that can be changed giving a reduction to the rest room project of \$5,180.00. This will make the new contract amount become \$63,577.00. These changes should not affect the overall appearance or performance of the structure and facilities.

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

Sincerely,

Newal S. Cauthen, P.E.

Attachments(s): as noted

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

MONTGOMERY COUNTY
COMMISSION
2009 MAR -5 PM 2:41



1775 Taliaferro Trail • Montgomery, Alabama 36117
Phone (334)244-1440 • Fax (334)244-1441

March 5, 2009

Mr. Stan Cauthen
Professional Engineering Consultants
822 S. McDonough Street
Montgomery, Alabama 36104

Re: Toilet Building at Snowdown Park

Mr. Cauthen,

We propose the following value engineering ideas and cost saving for this project.

1. Split face cmu exterior in lieu of hardi siding. Split face CMU will be standard gray color.
2. Plywood deck with grooves in lieu of 1x4 decking at the entrance porch.
3. Sealed concrete floors in lieu of painted epoxy floor.
4. 16 gauge hollow metal frames in lieu of 14 gauge.
5. 18 gauge hollow metal doors in lieu of 16 gauge.
6. Hager double cylinder cylindrical dead lock in lieu of full mortise dead lock.
7. Hager closer in lieu of Sargent or Yale closer.
8. Standard toilet partition hardware in lieu of stainless steel.
9. Delete steel core pilasters for toilet partitions.
10. Wall hung urinal screen in lieu of floor mounted.

Making the above changes will save \$5,180.00, revising our contract amount to \$63,577.00.

We look forward to working with you, the Snowdown Community, and Montgomery County Commission again. Thank you for this opportunity.

Please let me know if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read "L.E. Ingram, Jr.".

L.E. Ingram, Jr.

SCauthen-090305

Commercial & Industrial Construction • Design / Build Projects

BIDDERS LIST FOR SNOWDOWN PARK REST ROOMS

1/9/09

<u>BIDDER</u>	<u>BID AMOUNT</u>
J A FAIRCLOTH, CO., INC	99,000. ⁰⁰
ALFA BUILDERS, INC.	112,000. ⁰⁰
LIBERTY DESIGN & CONSTRUCTION	89,915. ⁰⁰
MTS CONSTRUCTION	93,750. ⁰⁰
MELTON STRICKLAND BUILDER	82,000. ⁰⁰
FORRESTER DEVELOPERS	85,863. ⁰⁰
DARNELL PLUMBING	
INGRAM CONSTRUCTION	68,757. ⁰⁰
PEMBERTON INC.	101,800. ⁰⁰
MID SOUTH ELECTRIC	

DATE: March 5, 2009

TO: File

FROM: Stan Cauthen

Re: Snowdoun Community Development Restroom Project

The breakdown for the Contractor who was the low bidder is as follows:

1. Low Bid	\$68,757.00
Reduce Items	<u>-\$ 5,180.00</u>
New Bid	\$63,577.00
Snowdoun	<u>-\$25,000.00</u> (Based on Current Funds from Community)
New Total	\$38,577.00

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 22

BUDGET FORM 5
Agenda
MAR - 9 2009

DEPARTMENT:	County Commission Appropriations	REVIEWED: S. Thomas	3/5/2009
	3/5/2009	Finance Director	Date
REQUESTED BY:	Donald L. Mims, Administrator	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-59310-304	450,000	-60,000	390,000
Montgomery Area Chamber of Commerce	001-59320-408	713,000	60,000	773,000
				0
TOTAL		1,163,000	0	1,163,000

JUSTIFICATION:

To provide funding for Focus 2000, Outer Loop Project.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

BUDGET FORM 5
Agenda
MAR - 9 2009

DEPARTMENT:	Dentention Facility	REVIEWED:	S. Thomas	2/20/2009
	2/20/2009		Finance Director	Date
REQUESTED BY:	Gina Savage, Director	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
SALARIES	001-52200-110	6,795,116.00	-81,093.00	6,714,023.00
INMATE UNIFORMS	001-52200-229	30,000.00	15,287.00	45,287.00
HOUSEHOLD GOODS	001-52200-339	70,000.00	33,294.00	103,294.00
BEDDING	001-52200-349	10,000.00	32,512.00	42,512.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL		6,905,116.00	0.00	6,905,116.00

JUSTIFICATION:

COST OF BEDDING, INMATE UNIFORMS, KITCHEN SUPPLIES, AND ETC. TO OPERATE MCDF ANNEX.



REESE MCKINNEY, JR.
JUDGE OF PROBATE
Montgomery County

Agenda

MAR - 9 2009

March 4, 2009

To: Commissioner Todd Strange, Chairman
Commissioner Elton Dean, Vice Chairman

From: Judge Reese H. McKinney, Jr.

CC: Donald Mims, Administrator ✓

As outlined in my Memorandum to each of you dated March 2, 2009, I'd like to ask that you preferably waive rules and/or place on the upcoming agenda of the Commission, my request to hire an Accounting Supervisor. The job description is a result of the ongoing collaboration with Wilson Price, The Personnel Department, and my staff. The restructuring of this position will assist in my effort to professionalize that aspect of the Probate Office and will increase the salary structure of the position to a pay grade 10. Previously, the Accounting Supervisor had been viewed more as a bookkeeper; however, we are in need of a professional who can work with my senior staff and me to streamline the financial aspects of the Probate Office.

I ask that you lift the hiring freeze in this instance, and authorize the restructuring of this position and approve the related Position Fill Request that we will forward to the County Administrator for his execution. We will then forward the job description to the County Personnel Board for their approval and begin the process of advertising the position with the assistance and direction of the Personnel staff. I look forward to discussing this with each of you and the full Commission during Monday's meeting. Please let me know if I can be of assistance in the interim.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR - 9 2009

Request # 10

Date: February 27, 2009
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: April 15, 2009 Return Date: April 17, 2009
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Alabama Law Institute's Probate Judges' Training Conference

Traveler (s) Name: 1. Judge Reese McKinney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$160.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: Please return Registration Check made payable to Alabama Law Institute in the
the amount of \$160.00 to Connie Sadler.

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$160.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51300-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$7,250.00

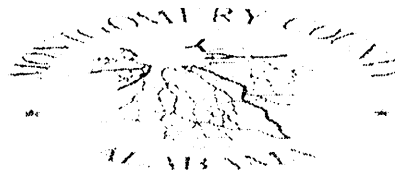
Approved Requests: \$1,345.00

Budget Available: \$5,905.00

Current Requests: \$700.00

Budget Balance: \$5,205.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/27/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR - 9 2009

Date: February 27, 2009
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: April 16, 2009 Return Date: April 17, 2009
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Alabama Law Institute's Probate Judges' Training Conference

Traveler (s) Name: 1. Pat Murphy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$160.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: Please return Registration Check made payable to Alabama Law Institute in the
amount of \$160.00 to Connie Sadler.

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$160.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,250.00</u>	
Approved Requests:	<u>\$1,345.00</u>	
Budget Available:	<u>\$5,905.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$4,705.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/27/2009

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR - 9 2009

Request # 6

Date: March 3, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Columbiana, Alabama
Departure Date: April 6, 2009 Return Date: April 7, 2009
Conference Leave (Days / Hours): 2 days
Purpose of Travel: attend Integrity-Centered Leadership

Traveler (s) Name: 1. Sergeant Stacy Hodrick 4. Sergeant Mary Griffith
2. Sergeant Donnie Byrd 5. Sergeant Jessie Oliver
3. _____ 6. _____

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

Total (est.) Cost: \$2,200.00 Advance Registration Required: \$1,100.00

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. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$2,200.00 and advance registration of \$1,100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$838.08</u>
Budget Available:	<u>\$29,161.92</u>
Current Requests:	<u>\$2,200.00</u>
Budget Balance:	<u>\$26,961.92</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/4/2009

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR - 9 2009

Request # 12

Date: February 25, 2009
To: Donald L. Mims, Administrator
From: Sarah Spear, Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: June 21, 2009 Return Date: June 26, 2009
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Attending IAAO 102: Income Approach to Valuation sponsored by
Auburn University Center for Governmental Services

Traveler (s) Name: 1. Tracy Powell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$500.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Sarah Spear, Revenue Commissioner

From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$12,275.00</u>	
Budget Available:	<u>\$17,725.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$16,525.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/25/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR - 9 2009

Request # 13

Date: February 25, 2009
To: Donald L. Mims, Administrator
From: Sarah Spear, Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: LaFayette, Louisiana
Departure Date: May 17, 2009 Return Date: May 22, 2009
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Attending IAAO 600: Cadastral Mapping sponsored by
Auburn University Center for Governmental Services

Traveler (s) Name: 1. Scott Millican 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,600.00 Advance Registration Required: \$426.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Sarah Spear, Revenue Commissioner
From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,600.00 and advance registration of \$426.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$12,275.00</u>	
Budget Available:	<u>\$17,725.00</u>	
Current Requests:	<u>\$2,800.00</u>	
Budget Balance:	<u>\$14,925.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/26/2009

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR - 9 2009

Request # 13

Date: February 27, 2009

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: April 2, 2009 Return Date: April 2, 2009

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: 1st Annual Conference on Investigation & Prosecution of Child Abuse Cases

Traveler (s) Name: 1. Melissa Rueschhoff 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$20.00 Advance Registration Required: \$20.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$20.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$3,320.00</u>	
Budget Available:	<u>\$36,680.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$36,680.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/27/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

MAR - 9 2009

Date: March 2, 2009
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: April 17, 2009 Return Date: April 19, 2009
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: ADAA 2009 Spring Extended Business Session

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,217.00 Advance Registration Required: \$375.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Ms. Brooks would like the option of using either vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/09/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,217.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$3,320.00</u>	
Budget Available:	<u>\$36,680.00</u>	
Current Requests:	<u>\$1,217.00</u>	
Budget Balance:	<u>\$35,463.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/1/2009

cc: Finance Director / Buyer

16-7

MAR - 9 2009

AGREEMENT BETWEEN
THE TOWN OF PIKE ROAD, ALABAMA AND
MONTGOMERY COUNTY, ALABAMA
TO SHARE ELECTRIC UTILITY EXPENSES

WHEREAS, Montgomery County, Alabama is a political subdivision of the State of Alabama, which acts by and through its corporate governing body known as the Montgomery County Commission, which is organized under the laws of the State of Alabama; and, along with its governing body and assigns, is hereinafter collectively referred to as “the County;”

WHEREAS, the Town of Pike Road, Alabama is a municipal corporation organized under the laws of the State of Alabama, and, along with its governing body, insurers, and assigns, is hereinafter collectively referred to as “the Town;”

WHEREAS, “MERLE’S TRUCK STOP” is a privately owned business located at 7249 Troy Highway, Pike Road, Alabama 36064 (hereinafter referred to as “the subject location”), which was recently purchased by a new owner who has expressed the intent to reestablish the business long known as Merle’s Truck Stop, which has expressed its intent to the County and to the Town to reestablish and continue to operate a business commonly known as a “truck stop” that provides, among other things, refueling, parking, and other services to commercial motor vehicles and their operators;

WHEREAS, the location along U.S. Highway 231 (also known as “Troy Highway”) where Merle’s Truck Stop is located is partially situated on or surrounded by land within the municipal limits of the Town of Pike Road and partially situated on or surrounded by land within the County and outside of the municipal limits but within the police jurisdiction of the of the Town, and this location, including any adjacent lands owned or maintained by either the Town or the County on and along both sides of Troy Highway in close proximity to Merle’s Truck Stop, is hereinafter collectively referred to as the “subject location”;

WHEREAS, as a condition of the Owner reestablishing the business known as Merle’s Truck Stop, the Alabama Department of Transportation (hereinafter referred to as “ALDOT”) required certain conditions and improvements to the subject property, including the installation and maintenance of “High Performance Lighting” on and along both sides of the Troy Highway in proximity to Merle’s Truck Stop, and, to this end, substantial improvements to the subject location have been made;

WHEREAS, the Town of Pike Road has indicated that it will execute a contract with the ALDOT to install the required “High Performance Lighting,” and it is the understanding of the

Parties hereto that the Town of Pike Road will accept ownership and control of such lighting equipment, wiring and structures from the owner of Merle's Truck Stop;

WHEREAS, the Montgomery County Commission has determined that it is in the best interest of the County, in order to further the public safety and welfare, to expand its tax base and create jobs for citizens, and for the benefit of residents of the County and other motorists who travel the section of Troy Highway where Merle's Truck Stop is located, to contribute towards the expense of operating the "High Performance Lighting" required to be installed on or around the subject property so long as a portion of said property remains within or adjacent to unincorporated land located within the County, including such land that is situated within the County and also within the police jurisdiction of the Town, as such term is defined in § 11-40-10 of the Code of Alabama, and so long as said business location continues to be operated as a "truck stop" that actively provides refueling, parking, and other services to commercial motor vehicles and their operators;

WHEREFORE, PREMISES CONSIDERED, the County and the Town understand, acknowledge, warrant, and agree as follows:

1. The County shall be not be responsible for any costs or expense related to the installation, maintenance, or replacement of the "High Performance Lighting" or any infrastructure related thereto with regards to the subject location as required by the ALDOT as of the date and time of this Agreement.

2. The Town will accept ownership of the required "High Performance Lighting" and any infrastructure related thereto with regards to the subject location from the owner of Merle's Truck Stop, and the County shall have no obligations towards the owner of Merle's Truck Stop or any successors or assigns thereof.

3. Upon installation and approval of the lighting, the Town will execute a contract with Dixie Electric Cooperative assuming the billed energy usage costs associated with the operation of the above-described "High Performance Lighting."

4. The County agrees to reimburse the Town of Pike Road by Montgomery for one-half (50%) of those legitimate electricity costs billed by Dixie Electric Cooperative, or its successor, for the operation of the above-described "High Performance Lighting" only to the extent that each such lighting fixture that is the subject of such electrical bills has been required by the ALDOT as a condition of the reestablishment and continued operation of the business known as Merle's Truck Stop, and provided that the subject business location continues to operate as a truck stop and it maintains all required and applicable business licenses and remains in compliance with all other requirements to operate such a business under the applicable laws

and ordinances of the State, the County, and the Town. To seek reimbursement from the County for such legitimate electricity costs billed by Dixie Electric Cooperative, or its successor, the Town shall regularly and timely submit requests for payment to the County Treasurer along with a complete and itemized copy of each such bill from Dixie Electric Cooperative, or its successor.

5. In the event that the Town defaults, declares bankruptcy, or is otherwise in arrears or unable to satisfy its financial obligations to Dixie Electric Cooperative, or its successor, for the legitimate electricity costs associated with the subject lighting that is the subject of this Agreement, the County shall have no obligation towards Dixie Electric Cooperative, or its successor for any such debt.

6. The Town shall be responsible for securing and maintaining appropriate comprehensive and general liability insurance coverages with respect to the subject lighting fixtures and any infrastructure related thereto with regards to the subject location, and the Town agrees to include the County as an additional insured or co-insured under all such policies of insurance.

7. The County shall have no responsibility under this Agreement to secure or maintain any insurance coverages with respect to the subject lighting fixtures and any infrastructure related thereto with regards to the subject location, and the County shall no liability towards the Town, the business known as Merle's Truck Stop, or its successors, or to any other third parties with respect to the subject lighting fixtures and any infrastructure related thereto with regards to the subject location. Furthermore, the Town agrees to indemnify and defend the County against any claim that may be alleged against the County, or any political subdivision thereof, in any way related to the subject lighting fixtures and any infrastructure related thereto with regards to the subject location

8. In the event that the entirety of the subject property where such "High Performance Lighting" fixtures are located becomes incorporated by the Town of Pike Road, or any other municipality, or if the Town of Pike Road is subsequently dissolved, within the meaning of Title 11, Chapter 41 of the Code of Alabama, or in the event that the corporate limits of the Town of Pike Road, or any other municipality, are altered pursuant to Title 11, Chapter 42 of the Code of Alabama, or any other applicable statute, to include the entirety of the subject property where such "High Performance Lighting" fixtures are located, this Agreement and all obligation of the County hereunder shall immediately terminate.

9. Additionally, the County's obligations under this Agreement shall immediately terminate in the event that the business known as Merle's Truck Stop ceases to operate as a "truck stop" that actively provides refueling, parking, and other services to commercial motor vehicles and their operators, or in the event that the owner or operator of Merle's Truck Stop, or any successors in interest, fails to maintain all required and applicable business licenses or fails

to remain in compliance with all other requirements to operate such a business under the applicable laws and ordinances of the State, the County, and the Town.

10. This Agreement shall become effective and binding upon the Parties hereto upon the affirmative vote of the Montgomery County Commission and upon the affirmative vote or other authorized adoption by the governing body of the Town.

11. By signing this agreement, all Parties hereto agree that they have read, understood, and agree to be bound by the terms of this Agreement, and each individual who execute this Agreement on behalf of his or her respective organization avers that said individual has read and understood the terms of this Agreement, and that he or she has the power, authority, and capacity to execute this agreement on behalf of his or her respective organization and to bind said organization to the terms contained herein.

Montgomery County Commission

By: _____
(Print Name / Title)

Date: _____

Town of Pike Road

By: _____
(Print Name / Title)

Date: _____

January 23, 2009

**Mr. Reed Ingram
Commissioner, District #5
Montgomery County Commissioners
Montgomery, Alabama 36102**

**Mayor Gordon Stone
City of Pike Road
Pike Road Councilman
Pike Road, Alabama 36064**

Gentlemen:

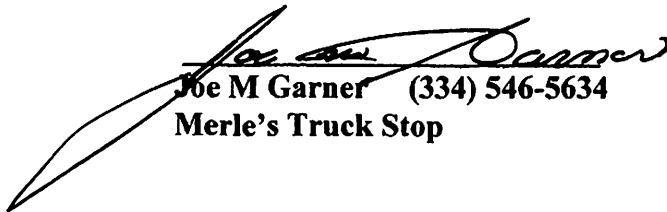
This letter is a joint request being made to the Montgomery County Commissioners office, and to the City of Pike Road Alabama. I am in the process of re-opening Merle's Truck Stop located at 7249 Troy Hwy, Pike Road, Alabama 36064. At the present time, the Department of Transportation (DOT) is requiring that the following safety road work be completed on the right of way of Troy Hwy, the southbound side of 231 (west bank) is to have 7 lights installed, which is the jurisdiction of the Montgomery County Commissioners. Furthermore, requiring the installation of 7 lights on the north bound side of Hwy 231 located in front of Merle's Truck Stop, which is the jurisdiction of the City of Pike Road, Alabama.

The total cost for this project will be \$138,000.00. At the present time, I have made financial arrangements for this project. I am making a request to the Montgomery Commissioners office and to the City of Pike Road to accept the monthly utilities estimated at \$140.00 per month and maintenance up keep in their jurisdiction.

Therefore, each jurisdiction will have a total of 7 poles and lights. The poles are made of Aloe Steel Safety Break Away Direct Bury, and the lights are made of Halothane. The footage is #1000 feet across on North and South bound, the poles and lights will be installed 126 feet apart and erected 45 feet high. This project will generate revenue for Montgomery County and the City of Pike Road. This will also allow 30 new employment opportunities. The completion of this project will make the Troy Hwy area (South and North bound) a much safer place to travel. In order for the Department of Transportation to issue a permit for Merle's Truck Stop to re-open, this project must be completed. The service of power will be furnished by Dixie Electric Coop.

I am thanking you for your consideration to this request.

Sincerely,


**Joe M Garner (334) 546-5634
Merle's Truck Stop**

Agenda

MAR - 9 2009

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Judge Tracy S. McCooley

DATE: March 4, 2009

RE: Approval of grant application and administration;
Approval of MOU

Please place me on the County Commission agenda to ask that the Commission approve two things: application for and, if received, administration of a grant that I am currently trying to obtain from the U.S. Department of Justice to expand existing mental health services to include misdemeanants; and approval of a MOU between the 15th Judicial Circuit Mental Health Court and the Sheriff's Office, the existence of which is a condition of the grant. The match for this grant will be covered by in-kind services. I am only asking for the grant to be administered by the County.

The receipt of this grant in the amount of \$200,000 would provide funding for another Case Manager for District Court housed in the Sheriff's Office and a part-time Therapist at Quality Community Health Care in the jail for two years, as well as the evaluation of the Mental Health Court as a requirement of the grant. The addition of these positions would allow us to expand our mental health treatment options to misdemeanants.

Sara Byard from Central Alabama Regional Planning and Development Commission brought the grant to my attention and she is completing the application. I have attached an outline of the grant and the MOU. I am always appreciative of the support that we receive from our County Commissioners. If you need any further information, please do not hesitate to give me a call.

MOU
Between the Alabama 15th Judicial Circuit Mental Health Court
and
The Montgomery County Sheriff's Office

The 15th Circuit Mental Health Court is committed to take the following steps:

1. Continue to increase public safety through collaboration with the Sheriff's Office regarding individuals with mental illness or co-occurring mental health and substance use disorders
2. Continue to promote early intervention for system-involved individuals with mental illness or co-occurring mental health and substance use disorders
3. Expand existing felony interventions to allow for misdemeanants with mental illness or co-occurring mental health and substance use disorders to have access to diversion opportunities and treatment options
4. Promote training for justice, law enforcement and treatment professionals
5. Facilitate communication, collaboration and the delivery of support services among justice professionals, law enforcement, treatment and related service providers as well as governmental partners

The Montgomery County Sheriff's Office will take the following steps:

1. Continue the existing collaboration regarding early intervention for system-involved individuals with mental illness or co-occurring mental health and substance use disorders
2. If grant funding is secured, employ another Case Manager for District Court to supervise misdemeanor convicted clients

Quality Community Health Care will take the following steps:

1. Continue to provide services to the mentally ill who come into the jail. These services will include psychiatric care as well as nursing care

Hon. Tracy S. McCooey
Judge, Fifteenth Judicial Circuit

Date

Sheriff D. T. Marshall
Montgomery County Sheriff's Office

Date

Dr. Russell Bates
Quality Community Health Care

Date



The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is pleased to announce that it is seeking applications for funding under the Justice and Mental Health Collaboration Program. This program furthers the Department's mission by increasing public safety through innovative cross-system collaboration for individuals with mental illness who come into contact with the criminal justice system.

Justice and Mental Health Collaboration Program FY 2009 Competitive Grant Announcement

Eligibility

Applicants are limited to states, units of local government, Indian tribes, and tribal organizations.
(See "Eligibility," page 2)

Deadline

Registration with Grants.gov is required prior to application submission.
All applications are due by 8:00 p.m. e.t. on March 12, 2009.
(See "Deadline: Applications," page 1)

Contact Information

For assistance with the requirements of this solicitation, contact: Rebecca Rose, BJA Policy Advisor, at 202-514-0726 or rebecca.rose@usdoj.gov.

This application must be submitted through Grants.gov. For technical assistance with submitting the application, call the Grants.gov Customer Support Hotline at 1-800-518-4726 or send an e-mail to support@grants.gov. The Grants.gov Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t.

Grants.Gov number assigned to announcement: BJA-2009-2025
Release date: January 12, 2009

Justice and Mental Health Collaboration Program

CDFA #16.745

Overview of the Justice and Mental Health Collaboration Program

The Justice and Mental Health Collaboration Program seeks to increase public safety through innovative cross-system collaboration for individuals with mental illness (MI) or co-occurring mental health and substance use disorders (COD) who come into contact with the criminal justice system. The Bureau of Justice Assistance (BJA) is seeking joint justice and mental health applications from eligible applicants to plan, implement, or expand a justice and mental health collaboration program. This program is authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Pub. L. 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Pub. L. 110-416).

Deadline: Registration

Registering with Grants.gov is a one-time process; however, processing delays may occur and **it can take up to several weeks for first-time registrants to receive confirmations/user passwords**. The Office of Justice Programs (OJP) highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package to our agency by the application deadline specified. The registration process for organizations involves these steps: (1) obtain a Data Universal Numbering System (DUNS) number; (2) register your organization with the Central Contractor Registration (CCR) database; (3) register with Grants.gov's Credential Provider and obtain a username and password; (4) register with Grants.gov to establish yourself as an Authorized Organization Representative (AOR); and (5) the E-Business Point of Contact (POC) assigns the "Authorized Applicant Role" to you. For more information about the registration process, go to www.grants.gov. **Note: Your CCR must be renewed once a year. Failure to renew the CCR may prohibit submission of a grant application through Grants.gov.**

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. e.t. on March 12, 2009.

Within 24-48 hours after submitting your electronic application, you should receive an e-mail validation message from Grants.gov. The validation message will tell you if the application has been received and validated or if it has been rejected, and why.

Important: You are urged to submit your application at least 72 hours prior to the due date of the application to allow time to receive the validation message and to correct any problems that may have caused the rejection notification.

If you experience unforeseen Grants.gov technical issues beyond your control, you must contact OJP staff **within 24 hours after the due date** and request approval to submit your application. At that time, OJP staff will require you to e-mail the complete grant application, your

DUNS number, and provide a Grants.gov Help Desk tracking number(s). After OJP reviews all of the information submitted as well as contacts Grants.gov to validate the technical issues reported by the grantee, OJP will contact you to either approve or deny the request.

To ensure a fair competition for limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its web site; (3) failure to follow all of the instructions in the OJP solicitation; and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Eligibility

Applicants are limited to states, units of local government, federally recognized Indian tribes, and tribal organizations. BJA will only accept joint applications; each application must demonstrate that the proposed project will be administered jointly by a unit of government with responsibility for criminal or juvenile justice activities and a mental health agency.

Per Pub. L. 108-414, a "*criminal or juvenile justice agency*" is an agency of state or local government or its contracted agency that is responsible for detection, arrest, enforcement, prosecution, defense, adjudication, incarceration, probation, or parole relating to the violation of the criminal laws of that state or local government (sec. 2991(a)(3)). A "*mental health agency*" is an agency of state or local government or its contracted agency that is responsible for mental health services or co-occurring mental health and substance abuse services (sec. 2991(a)(5)). A substance abuse agency is considered an eligible applicant if that agency provides services to individuals suffering from co-occurring mental health and substance use disorders.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: All tribal applications must be accompanied by a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government body. If the grant will benefit more than one tribal entity, a current authorizing resolution or other enactment of the tribal council or comparable government body from each tribal entity must be included. If the grant application is being submitted on behalf of a tribal entity, a letter or similar document authorizing the inclusion of the tribal entity named in the application must be included.

Justice and Mental Health Collaboration Program-Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Justice and Mental Health Collaboration Program will increase public safety by facilitating collaboration among the criminal justice and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for individuals with MI/COD. The program encourages early intervention for these system-involved individuals; provides new and existing mental health courts with various treatment options; maximizes diversion opportunities for nonviolent system-involved individuals with MI/COD; promotes training for justice and treatment professionals; and facilitates communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners. Grant funds may be used to:

- Plan, create, or expand programs that promote public safety and public health by providing appropriate services for system-involved individuals with MI/COD.

- Plan, create, or expand specialized training programs for criminal justice and mental health and substance abuse treatment personnel.
- Plan, create, or expand law enforcement strategies to provide response options that are tailored to the needs of people with mental illnesses.
- Plan, create, or expand mental health courts, other court-based programs, pre-trial, and diversion and alternative prosecution and sentencing programs.
- Promote and provide mental health or COD treatment and transitional services for those incarcerated or transitional reentry programs for those released from a correctional institution.

Grant funds must be used to support a target population that includes an adult or juvenile accused of a nonviolent offense who:

- Has been diagnosed as having a mental illness or co-occurring mental health and substance abuse disorder.
- Has faced, is facing, or could face criminal charges for a misdemeanor or nonviolent offense.

Per MIOTCRA, a nonviolent offense is an offense that does not have an element of use of physical force against the person or property of another or is not a felony that involves a substantial risk that physical force against the person or property of another.

Consistent with the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008, priority will be given to applications that promote effective strategies for identification and treatment of system-involved females with MI/COD.

Applicants may review Pub. L. 108-414, Pub. L. 110-416, the Mentally Ill Offender Treatment and Crime Reduction Act, and the Sequential Intercept Model for supporting information related to this solicitation.

Award Categories

Justice and Mental Health Collaboration Program grants are available in one of the following three categories. Each category requires a joint application with a mental health agency and unit of local government responsible for criminal justice activities.

CATEGORY I: PLANNING. Grant amount: Up to \$50,000. Project period: 12 months. Competition ID: BJA-2009-2038.

Category I applicants (local or state level) will *design* a strategic, collaborative plan to initiate systemic change for the identification and treatment of system-involved individuals with MI/COD. Key to the planning category is the development of an effective collaboration representing support from all levels of government, justice, mental health and substance abuse treatment services, transportation, housing, advocates, consumers, and family members. This collaboration will form the basis for a problem solving model, or strategic plan, to intercept individuals from the system at the earliest point possible while promoting public safety. Category I grantees will receive intensive technical assistance from BJA to support their planning efforts.

CATEGORY II: PLANNING AND IMPLEMENTATION. Grant amount: Up to \$250,000. Project period: 30 months. Competition ID: BJA-2009-2039.

Category II applicants will *complete* an already-initiated strategic plan for their criminal justice and mental health or co-occurring mental health and substance use disorder collaboration, and then *begin* implementation of the plan during the project period. Planning and Implementation grants can support law enforcement response programs; mental health courts and

diversion/alternative prosecution and sentencing programs; treatment accountability services; specialized training for justice and treatment professionals; service delivery for collateral services such as housing; and corrections, transitional, and reentry services to create or expand MI/COD support services. Applicants in this category will submit their draft plan as part of the application review process. While plans need not be final, they should reflect substantive thought and activity toward planning a collaboration. Approximately six months of the total project period should be used to complete details on plans, with the remaining months used to begin implementation of the plan. Category II grantees will receive approval from BJA to begin the implementation phase of their grant once they have successfully met all planning performance measures, and will receive intensive technical assistance from BJA during the planning period of the grant.

Category III: EXPANSION. Grant amount: Up to \$200,000. Project period: 24 months. Competition ID: BJA-2009-2037.

Category III applicants will *expand* upon or improve their well-established collaboration plan. Category III grants can support the expansion of law enforcement response programs, mental health courts and diversion/alternative prosecution and sentencing programs, treatment accountability services, specialized training for justice and treatment services professionals, service delivery for collateral services such as housing, and corrections, transitional, and reentry services to create or expand MI/COD support services. Category III funding must clearly demonstrate an expansion to the current functioning of an existing program.

Match Requirement

A grant made under this program may not cover more than 80 percent of the total costs of the project being funded during the first two years of the grant. For Category II (Planning and Implementation), the grant can cover no more than 60 percent of the total costs of the project during the third year. The applicant must identify the source of the non-federal portion of the budget and how match funds will be used. Applicants may satisfy this match requirement with either cash or in-kind services. The formula for calculating match is:

Award amount = Adjusted Project Costs
Federal Share

Recipient's share x Adjusted Project Cost = required match

Example: For a federal award amount of \$250,000, match would be calculated as follows:

$\frac{\$250,000}{80\%} = \$312,500$ $20\% \times \$312,500 = \$62,500$

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. Performance measures for this solicitation are as follows:



D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980

FAX: (334) 832-2500

Agenda

MAR - 9 2009

March 4, 2009

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Chief Deputy Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Furniture for Renovated 2nd and 3rd Floor
Montgomery County Sheriff's Office

At the last County Commission meeting, the County Commission approved \$12,000.00 for furniture for the Sheriff's Office renovation project. After negotiation with vendors, I was able to get all the furniture for \$8,729.26. This left a balance of \$3,270.74.

In addition to the items approved above, I have also obtained quotes from the Department of Corrections regarding desks that were sent to be refurbished that were removed from Annex I from the Revenue Commissioners offices. We are in the process of getting these refurbished for the 4th and 2nd floor in Annex I. We were able to find some used chairs that we are in the process of refurbishing as well. After obtaining the used furniture and negotiating with Department of Corrections industries, I can get the chairs and desks refurbished for \$13,902.18. Attached are hi-lighted invoices showing the refurbished desk prices by the Department of Corrections. I feel that this is a fair price considering the quality of the work the Department of Corrections does. We have obtained price quotes from businesses for new furniture for a total of \$25,000 plus. I am requesting that these invoices be approved. I am requesting your approval of \$13,902.18 so the Sheriff's Office can move forward and get these items refurbished.

Thank you in advance for working with us on these matters. If you have any questions, please do not hesitate to contact me.

DC/tb

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET

MONTGOMERY, AL 36107-0084

(334) 261-3600 OR 1-800-224-7007

FAX NUMBER: (334) 240-3162

02/27/09

PRICE QUOTE

SHIP TO: Montgomery Co Sheriff's Dept
115 South Perry Street
Montgomery, AL 36103

BILL TO:

CUSTOMER CODE: 03LEA3SHF50
CONTACT PERSON: Dave Bryan
FAX 832-7113

PROVIDER CODE:

QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL
17	ea	Dakota Stack Chairs-Bordeaux	\$ 55.00	\$ 935.00
6	ea	Dakota Stack Chairs w/Padded Seat & Back-Black Frame in EP Oxblood	\$ 120.00	\$ 720.00
18	ea	Exec Hiback in Used Showroom-Padded Arms-EP Black	\$ 95.00	\$ 1,710.00
10	ea	Exec Loback in Used Showroom-Padded Arms-EP Black	\$ 85.00	\$ 850.00
3	ea	Large Dell Chairs in Bordeaux	\$ 39.00	\$ 117.00
1	ea	Stool w/Arms-Used Showroom		\$ 109.00
1	ea	Stool w/o Arms-Used Showroom		\$ 95.00
		TOTAL		\$ 4,536.00

Please sign this quote if you wish to place this order and return to ACI with your PO#

ACCEPTED BY:**ACCEPTED BY:****Robert Lachne**

Buyer

LRD

Alabama Correctional Indus

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET
MONTGOMERY, AL 36107-0084
(334) 261-3600 OR 1-800-224-7007
FAX NUMBER: (334) 240-3162
02/13/09

PRICE QUOTE

SHIP TO: Montgomery Co Sheriff's Dept
115 South Perry Street
Montgomery, AL 36103

BILL TO:

CUSTOMER CODE: 03LEA3SHF50
CONTACT PERSON: Dave Bryan
Fax: 832-7113

PROVIDER CODE:

QUANTITY	UNIT	DESCRIPTION	TOTAL
1	ea	U-shaped Desk, wood veneer & stain	\$ 627.25
1	ea	U-shaped Desk, plastic laminate	\$ 494.00

COMMENTS: STML987506

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE ME A CALL AT 1-800-224-7007 OR (334)261-3603.

Please sign this quote if you wish to place this order and return to ACI with your PO#

ACCEPTED BY:

ACCEPTED BY:

Robert Lachney

LCH

Alabama Correctional Industries

Buyer

Day St (Mark Thompson)

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET

MONTGOMERY, AL 36107-0084

(334) 261-3600 OR 1-800-224-7007

FAX NUMBER: (334) 240-3162

02/24/09

PRICE QUOTE

SHIP TO: Montgomery Co Sheriff's Dept
115 South Perry Street
Montgomery, AL 36103

BILL TO:

CUSTOMER CODE: 03LEA3SHF50

PROVIDER CODE:

CONTACT PERSON: Dave Bryan

QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL	
2	ea	Desk, plastic laminate, 36x72	\$ 304.87	\$ 609.74	
2	ea	Desks, wood veneer & stain	\$ 305.66	\$ 611.32	*
6	ea	L-shaped Desks, plastic laminate	\$ 385.77	\$ 2,314.62	*
6	ea	L-shaped Desks, wood veneer & stain	\$ 503.66	\$ 3,021.96	
2	ea	Credenzas w/hutch, plastic laminate	\$ 312.90	\$ 625.80	
2	ea	Credenzas w/hutch, wood veneer & stain	\$ 417.88	\$ 835.76	*
3	ea	Credenzas, plastic laminate	\$ 187.60	\$ 562.80	*
3	ea	Credenzas, wood veneer & stain	\$ 247.56	\$ 742.68	
1	ea	Coffee Table, 22x44, plastic laminate		\$ 66.30	
1	ea	Coffee Table, 22x44, wood veneer & stain		\$ 78.32	*
1	ea	End Table, 20x28, plastic laminate		\$ 57.60	
1	ea	End Table, wood veneer & stain		\$ 69.02	*
1	ea	2-drawer File w/bookcase, plastic laminate		\$ 140.08	
1	ea	2-drawer File w/bookcase, wood veneer & stain		\$ 177.22	*
3	ea	Benches, English Pub	\$99.38	\$ 298.14	*

Please sign this quote if you wish to place this order and return to ACI with your PO#

ACCEPTED BY:

ACCEPTED BY:

Robert Lachney

LCH

Alabama Correctional Industries

Buyer

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET
MONTGOMERY, AL 36107-0084
(334) 261-3600 OR 1-800-224-7007
FAX NUMBER: (334) 240-3162
02/13/09

PRICE QUOTE

SHIP TO: Montgomery Co Sheriff's Dept
115 South Perry Street
Montgomery, AL 36103

BILL TO:

CUSTOMER CODE: 03LEA3SHF50
CONTACT PERSON: Dave Bryan

PROVIDER CODE:

QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL
1	ea	U-shaped Desk, wood veneer & stain		\$ 566.30
1	ea	U-shaped Desk, plastic laminate		\$ 494.00 *
7	ea	Desks, wood veneer & stain	\$ 385.66	\$ 2,699.62
7	ea	Desks, plastic laminate	\$ 304.87	\$ 2,134.09 *
2	ea	Credenzas, wood veneer & stain	\$ 247.56	\$ 495.12
2	ea	Credenzas, plastic laminate	\$ 187.60	\$ 375.20 *
1	ea	Bookcase, wood veneer & stain		\$ 201.20
1	ea	Bookcase, plastic laminate		\$ 137.60 *
1	ea	L-shaped Desk, wood veneer & stain		\$ 503.66 *
1	ea	L-shaped Desk, plastic laminate		\$ 385.77
1	ea	6' Table, wood veneer & stain		\$ 198.63
1	ea	6' Table, plastic laminate		\$ 147.18 *

STML987507

Please sign this quote if you wish to place this order and return to ACI with your PO#

ACCEPTED BY:

ACCEPTED BY:

Robert Lachney

LCH

Alabama Correctional Industries

Buyer

125 Washington Ave

19-5

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

March 3, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: A T & T Agreement for Relocation
of Guy Wire

Attached is an agreement with A T & T to relocate a guy wire on the site of the new Detention Facility that was interfering with the new sidewalk. The work is to be completed by A T & T prior to receiving this signed agreement. Thomas Lawrence of T.C.U. Consulting and I have discussed the proposal and agree this work is necessary and reasonable.

Please review the agreement which also includes a breakdown of the scope of work and the times and duration of the project. The cost of the work will be \$532.02

I recommend the Commission waive rules and approve this agreement at the next Commission meeting on March 9, 2009.

JAM/rw

Attachments

T.C.U. CONSULTING SERVICES, LLC
P.O. Box 230487
Montgomery, Alabama 36123
(334)270-4255 (334)420-1503Fax

Date: **February 27, 2009**

To: **Montgomery County Commission**

P.O. Box 1667

Attn: **John Mitchell**

Montgomery, Alabama 36102-1667

Project: **Montgomery County Detention Facility**

THE FOLLOWING MATERIAL IS TRANSMITTED

☒ With This Letter:

☐ Under Separate Cover:

☐ Drawings ☐ Prints ☐ Specifications ☐ Shop Drwgs ☐ Equipment Data ☐ Samples
☐ Estimates ☒ Other

COPIES	DATE OR #	DESCRIPTION
1	n/a	Agreement for relocation of guy wire by AT&T

This material is:

☒ For Information ☐ For Approval, Please return Copies to us ☒ For Your File
☐ For Job Use ☐ Approved as noted ☐ To be Revised and Resubmitted
☐ Not Approved ☐ For Revision and Fabrication ☒ Signature

Comments: **The attached is an agreement with AT&T to relocate a guy wire on the site of the new Detention Facility that was interfering with the new sidewalk. This work is to be completed by AT&T prior to receiving this signed agreement. . Please have the appropriate individual sign the agreement and return to AT&T. I will communicate to you when the work is completed for payment.**

TCU Consulting

cc: Job
File

Larry Carter

SPECIAL CONSTRUCTION AGREEMENT

Authority: 91R00119B

AT&T Contact: Greg Hall
Telephone #: 334-215-1764

Customer Name: Montgomery County
Commission
Customer Number: unknown
Work Site Address: Alabama St and
McDonough Sst, Montgomery, AL

This Special Construction Agreement ("Agreement") is entered into by and between American Telephone and Telegraph ("AT&T") and Montgomery County Commission. ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs including but not limited to Section A5 of the General Subscriber Services Tariff and Section B5 of the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$532.02 (Five Hundred Thirty Two and Two Cents). **Payment in full is required before the special construction will begin.** Payment shall be made by mail to AT&T's offices at 250 Williams Street, NW; Suite 5020; Atlanta, Ga. 30303, or to such other address as AT&T may designate, in writing.
3. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
4. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
11. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Alabama, without regard to Hutchinson Construction's conflict of law principles.
13. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
15. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

16. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 90 days from the date of this letter.

[CUSTOMER]

AT&T

BY: _____
Printed Name

BY: _____
Printed Name

BY: _____
Authorized Signature

BY: _____
Authorized Signature

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

Relocate anchor and guy in conflict with proposed sidewalk near the intersection of Alabama St and McDonough St

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR - 9 2009

March 3, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Finalization of Cabling Cost for Voice and Data in Annex III

The County Commission approved purchase order number 2008-098308 on July 22, 2008. The purchase order was issued on July 23, 2008 in the amount of \$75,183.90 for voice and data cabling in the new Annex III building.

I am requesting the Commission to issue a final change to this purchase order in the amount of \$6,388.56. This will close out this work for Annex III. I have consulted with Lou Ialacci and Larry Carter of T.C.U. and agree with the cost for the completion of this installation.

Please review the attached memo from Lou Ialacci. I ask that you waive rules and approve a final change to purchase order number 2008-098308 as an agenda item in the amount of \$6,388.56.

JAM/rw

Attachments

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Pat Silas, Larry Carter (TCU Consulting)

Date: March 3, 2009

Re: Finalization of Cabling Costs for Voice and Data in Annex III

Attached is final total quote per State contract number T520 of \$118,741.04 from Black Box Network Services for installation of the required cabling for voice and data in Annex III. This is the final amount that will be billed and represents a cost increase of \$6,388.56.

I have pointed out in earlier memos all the extras we discovered during the construction and installation of the cabling and equipment for the voice and data needs. This last increase is a direct result of last minute changes caused by changes in the furniture requirements and the modifications requested by departments.

I am requesting Commission approval to issue the final change to purchase order number 2008-098308 for \$6,388.56 to close out the voice and data cabling work for Annex III.

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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MONTGOMERY, ALABAMA 36102-1667

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Agenda

MAR - 9 2009

March 6, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Contract for External Audit Services

Attached is a contract for external audit services with Rivertree Systems. Their current contract expires March 6, 2009. The new contract will run through September 30, 2009.

Rivertree Systems' audit services have been very cost effective in past years. Their past audits have yielded over a 4 to 1 ratio of revenue to costs. This has brought additional audit revenue to the County at over \$1.7 million.

Please approve this new contract subject to review by the County Attorney. I ask the Commission to waive rules and add this item to the agenda at the next Commission meeting on March 9, 2009.

JAM/rw

Attachments

TODD STRANGE
CHAIRMAN

A COUNTY OLDER THAN THE STATE

LARRY R. CURVIN, CGFM, CFE
REVENUE MANAGER

ELTON N. DEAN, SR.
VICE CHAIRMAN

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

Montgomery, Alabama 36103-4779

ESTABLISHED 1816

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

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

March 6, 2009

MEMORANDUM

To: John A. Mitchell, Sr.
Deputy Administrator



From: Larry R. Curvin, Revenue Manager
Tax & Audit Department

RE: Contract for External Audit Services

I have provided you with two copies of a contract with Rivertree Systems Inc. for external tax audit services with Montgomery County. This contract would be the third with Rivertree as they have had similar contracts for the past 6 years. Their past audit results have yielded over \$1.7 million in audit revenue at a cost of approximately \$400,000, or a better than 4 to 1 ratio of revenue to costs.

The current Rivertree contract expires as of today, March 6, 2009. The proposed new contract would run through the end of this fiscal year. It is our plan and intent to develop a coordinated audit plan with the City of Montgomery that would include the use of external audit services. Limiting this audit contact would set the stage for such coordinated audit contracts in the near future which should lead to lowered audit rates for both jurisdictions.

I recommend and request that this contract be placed on the Montgomery County Commission Agenda as soon as possible to limit any break in service and audit coverage with Rivertree.

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2009
between the Montgomery County Commission ("COUNTY") AND Rivertree Systems, Inc.
("RIVERTREE").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain auditing services and

WHEREAS, RIVERTREE has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RIVERTREE desire to enter into Agreement under which RIVERTREE shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RIVERTREE hereby agree as follows.

1. Services/Scope.

During the term of this Agreement, RIVERTREE agrees to perform auditing services for an examination of some designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the COUNTY Revenue Manager. Taxes included in that universe include sales, consumers use, lodgings, gasoline, and fuel taxes. Auditing services will be in conformance with the Alabama Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act codified as Title 40, Chapter 2A, Code of Alabama 1975, as amended. The tax audit plans for the various taxes will be determined for compliance with the rules and regulations that govern each of the respective taxes.

Audit services will include investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax and franchise ordinances of the COUNTY. If any taxes are owed to the COUNTY, RIVERTREE shall issue assessments as provided by Code of Alabama §40-2 A-7.

All tax payer information is confidential and may not be used by RIVERTREE outside the scope and performance of this contract. All working papers, reports and supporting schedules produced under this contract are the property of the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RIVERTREE as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer that requests one.

2. Conditions of Work.

It is understood that RIVERTREE may employ a broad range of means, methods, and conditions of work with prior approval by the COUNTY Revenue Manager, so long as such remain consistent with established and acceptable business practices for professional auditors. RIVERTREE may devote such time and effort as it deems appropriate to perform the services enumerated in paragraph One (1) above, but shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RIVERTREE at the maximum rate of \$75.00 per hour. RIVERTREE personnel who have attained status as Certified Revenue Examiners (CRE) or Certified Public Accountants (CPA) shall be paid at \$75.00 per hour while audit assistants who are not certified, but require the oversight of a RIVERTREE CRE/CPA, shall be paid at a \$25.00 per hour rate.

(b) It is understood that RIVERTREE shall pay all local travel and other expenses incurred in the performance of all audits performed by RIVERTREE or anyone in its employment. It is further understood that RIVERTREE shall be paid a per diem rate and mileage rate as and when allowed under §40-2A-6(d) for the COUNTY to assess and collect from the taxpayer.

(c) All revenue generated by audits shall be received by RIVERTREE in the form of a check, each being payable to the MONTGOMERY COUNTY COMMISSION and shall be forwarded, along with appropriate and applicable audit paperwork, as directed by the COUNTY Revenue Manager, to the COUNTY as soon as possible.

(d) RIVERTREE shall submit invoices to the COUNTY. Billing Invoices shall include a breakout of applicable RIVERTREE staff for hours worked on each of the billed audit assignments. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RIVERTREE shall not begin work on a project until it has received written authorization to do so from the COUNTY.

4. Term of Agreement.

The term of this Agreement shall commence on the date hereof and shall continue in effect THROUGH SEPTEMBER 30, 2009, or until canceled by either the COUNTY or RIVERTREE upon sixty (60) days prior written notice of cancellation.

5. Assignment.

RIVERTREE may not assign its rights or obligations under this agreement without the prior written consent of the COUNTY.

6. Binding Effect.

This agreement shall be binding upon the parties, and their respective successors and assigns.

7. Governing Law.

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

8. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RIVERTREE and the COUNTY, 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation with thirty (30) days of the filing of the request. 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.

9. Final Dispute Resolution.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RIVERTREE.

10. Entire Agreement.

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

RIVERTREE SYSTEMS, INC.

By: _____

Todd Strange, Chairman

By: David Wages

David Wages, President

Date: _____

Date: 3-4-09

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
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www.mcc-ala.org

Agenda

MAR - 9 2009

March 5, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: ACHIEVE Grant

On March 1, 2009 the County Parks and Recreation department was awarded the \$30,000 no-match grant from the National Recreation and Park Association for the ACHIEVE Healthy Communities Grant.

Attached is the Grantee Agreement to accept this award. I ask that you waive rules and accept this grant at the next Commission meeting on March 9, 2009. After approval, please sign and date the agreement and return original to James Williams.

JAM/rw

Attachments

RECREATION BOARD

WILLIE R. JONES, CHMN.
LYNN GOWAN
ANDREW D. HALL
JAMES B. PHILLIPS
MARK SALTER

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT

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



ESTABLISHED 1816

RECREATION STAFF

JAMES WILLIAMS, SUPERINTENDENT
JIMMIE ALEXANDER, SUPERVISOR
(334) 832-7181
FAX (334) 832-2533

March 5, 2009

MEMORANDUM

TO: John A. Mitchell, Sr.
Deputy County Administrator

FROM: James Williams, Superintendent *JW*
Parks and Recreation Department

SUBJECT: ACHIEVE Grant

Please be advised that on January 12, 2009, the County Commission approved a letter in support of an application to the National Recreation and Park Association for the ACHIEVE Healthy Communities Grant. On March 1, 2009 I received an email awarding us the \$30,000 no-match grant.

Attached is the grantee agreement for Donnie's signature of acceptance. Please submit this request to be placed on the agenda of the March 9, 2009 County Commission meeting.

Thank you for your assistance in this matter.

JW:ja/rw

Attachment



**National Recreation
and Park Association**

22277 Belmont Ridge Road
Ashburn, VA 20148-4100
703.858.0784
Fax: 703.858.0782
www.nrpa.org

March 2009

Contact Name

_____ **Park and Recreation Department**

Congratulations! The _____ **Department** has been selected by the National Recreation and Park Association (NRPA) as an ACHIEVE (Action Communities for Health Innovation and EnVironmental ChangE) Community for 2009.

The NRPA and three additional national organizations have partnered with the Centers for Disease Control and Prevention (CDC) to fund 43 ACHIEVE communities. NRPA has selected your agency to be one of 10 park and recreation agencies represented in the 2009 *ACHIEVE initiative* and looks forward to the collaborative work among all 43 funded communities. By participating, you are committed to activating policy, systems and environmental (PSE) changes to improve the health of your local community.

As a component of your selection, we are happy to extend the _____ **Department** a grant in the amount of \$30,000 (see page four for the schedule of installments) to develop or expand a community coalition which will build a community action plan that include PSE changes while improving the health and livability of your community! Contingent with receiving these funds and resources, the _____ **Department** must commit to the goals and objectives outlined on the attached Grantee Agreement by signing and returning both pages of the Agreement to NRPA **no later than close of business March 3, 2009.**

Please review the enclosed Grantee Agreement, sign and return one copy as your official acceptance of the grant. (Keep copy for your records) The first installment of **grant funding will not be distributed until we receive your signed grant agreement.** You may submit the signed copy via fax 703.729.4753 or send an electronic copy (**must include electronic signature**) to Janette Merrill at jmerrill@nrpa.org

Please feel free to contact Shavon Arline at 703.858.4746 sarline@nrpa.org if you have any additional questions.

Sincerely,

Heidi Melancon, MPH
Senior Manager, Health & Wellness
Partnerships & Business Development
National Recreation and Park Association

Shavon Arline, MPH
Program Manager, Health & Wellness
National & Business Development
National Recreation and Park Association



**National Recreation
and Park Association**

22-17 Belmont Lodge Road
Ashburn, VA 20148-1401
AUS 818-0784
Fax 703-876-0784
www.nrpa.org

ACHIEVE Grantee Agreement (page 1)

All NRPA demonstration sites will receive a total of \$30,000 in grant funding and in return, all awarded agencies will be expected to meet the following objectives and guidelines (or show measured progress toward meeting the objectives):

- Establish a local coalition of stakeholders and community partners or CHART - Community Health Action and Response Team.
- Participate on mandatory CDC and NRPA ACHIEVE conference calls as directed.
- **Attend mandatory "Coach's Meeting" in Atlanta, GA April 1-2, 2009.** Your community CHART will send two "coaches" as lead representatives. **One coach must be a representative from the awarded park and recreation department** (travel expenses covered).
- Develop a Community Action Plan (CAP) that will address chronic disease prevention and health promotion through policy, systems and environmental changes in your local community. The plan will be the basis for your community implementation and will be unique to your local needs.
- Complete the CHANGE assessment tool to identify policy, systems and environmental changes to be made in your local community. (add the # of times to complete CHANGE tool)
- **CHART members (~10 individuals) will attend the Action Institute** – either the east coast (July 14-16, 2009) or west coast location (July 21-23, 2009) based on your agency's geographic proximity (NRPA will provide travel expenses for 5 members of the CHART; agencies are responsible to costs associated with the other 5 CHART members).
- Present at least two ACHIEVE initiative updates to your local government officials by the end of this agreement.
- Host and prepare for NRPA staff site visit to your community. (dates will be announced and will likely occur between late summer and fall of 2009).
- Complete and submit all required quarterly and final reports to NRPA as directed. Final reports will be due December 31 every year for the remainder of the 3 year scope of work. Budgets and budget justifications will be required with final report submissions only and if there are changes to your proposed expenditures.

Signing this document commits your agency to a three year agreement with NRPA to fulfill all components of the ACHIEVE initiative as outlined. Your agency will receive one time of \$30,000 in and will be expected to meet all deliverables as instructed. See the attached document with more information on grant fund installments.

Montgomery County Commission

Name of Agency

Signature

Donnie Mims

Printed Name

County Administrator

Title

23-4



**National Recreation
and Park Association**

22177 Dunwoody Ridge Road
Atlanta, GA 30328-4101
770.878.0784
Fax 770.878.0794
www.nrpa.org

ACHIEVE™ Grantee Agreement (page 2)

Organization Name: Montgomery County Parks and Recreation

Organization Address: P.O. Box 1667 Montgomery, Alabama 36102-1667

If different than "Organization Name" above, make grant check payable to:

Montgomery County Commission

If different than "Organization Address" above, mail the grant check to:

Agency Director Name: James Williams
(Park and Recreation Director)

1. ACHIEVE Coach Contact Name : James Williams
(Designated Park and Recreation Coach)

ACHIEVE Coach Contact Phone: (334) 832-7181

ACHIEVE Coach Contact Email: jameswilliams@mc-ala.org

2. ACHIEVE Coach Contact Name : Jennifer Anderson

ACHIEVE Coach Contact Phone: (334) 262-4300

ACHIEVE Coach Contact Email: janderson@carpdc.com

***PLEASE COMPLETE BOTH PAGES OF THIS GRANT AGREEMENT AND EITHER FAX to
703.729.4753 OR SEND AN ELECTRONIC COPY (with signatures) to jmerrill@nrpa.org ***



**National Recreation
and Park Association**

22177 Belmont Lakes Road
Arlington, VA 22204-4001
Attn: Barbara
Tel: 703/841-0770
www.nrp.org

Grant Funding – Installments

NRPA will allocate funds to your department as deliverables are met for the ACHIEVE Initiative. Please see the following funding schedule:

March 30, 2009 - \$10,000

All agencies will receive the initial installment by March 30 based on your application selection and upon receipt of a signed agreement

June 30, 2009 - \$10,000

This installment will be made available after the Community Health Action and Response Team (CHART) is established and upon the completion of the CHANGE assessment tool.

September 30, 2009 - \$7,500

This installment will be made available upon the completion and submission of the Community Action Plan (CAP).

December 31, 2009 - \$2,500

This installment will be made available upon the completion and submission of the year one progress report.