

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 26, 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:

Finance Director Sherrill Thomas
Ashley Ledbetter, Executive Director of Montgomery Area Business Committee for the
Arts, Inc.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 11, 2009

PRESENTATION:

Presentation of Check from the National Parks and Recreation Department for the ACHIEVE Initiatives Grant for the Community Gardens Project

PUBLIC HEARING:

Public Hearing Regarding Proposed Amendments to the Original Contract, Dated July 1, 2003 with Sunflower Waste, LLC, for Solid Waste Collection and Disposal Services

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

- 1. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission**
- 2. Consider Approval of Final Payment to AT & T Communication Systems Southeast, for Installation of Fiber Optic Cable within the Courthouse Complex, County Commission**
- 3. Consider Approval of Final Payment to 2WR Holmes Wilkins Architects, for Alterations and Additions to Annex III, County Commission**
- 4. Consider Approval of Final Payment to 2WR Holmes Wilkins Architects, for Furniture, Fixtures and Accessories for Annex III, County Commission**
- 5. Consider Approval of Final Payment to Mobile Vision, Inc., for In-Car Camera System Installation, Sheriff's Office**
- 6. Consider Approval of Budget Change Request Numbers 29 and 30, County Commission Appropriations**
- 7. Consider Approval of Position Fill Request for Probation Officer Position, Community Corrections**
- 8. Consider Approval of Position Fill Request for Deputy Finance Director, Finance Department**
- 9. Consider Approval of Travel/Training Requests (6)**

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:

Juvenile Court Administrator Bruce Howell
Bill Tucker, Executive Director of CARPDC
Risk Manager Scott Kramer
Architect Wm. Barry Robinson

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.

JUNE 8, 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.

JUNE 22, 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.

JULY 3, 2009

County Holiday (Independence Day)

JULY 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.

JULY 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.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Finance Director – Finance Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 3 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 1 Identification Officer – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator II – Sheriff's Office
Fill action continues for 2 Fingerprint Classifier II's – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Lieutenant – Sheriff's Office
Fill action continues for 1 Building Security Officer – Sheriff's Office
Fill action continues for 25 Corrections Officer Trainees/Corrections Officers – Detention Facility
Fill action continues for 5 Corrections Officer Sergeants – Detention Facility
Fill action continues for 6 Store Clerk I's – Detention Facility
Fill action continues for 14 Clerk II's – Detention Facility
Fill action continues for 1 Juvenile Probation Officer II – Youth Facility
Fill action continues for 1 Relief Juvenile Detention Officer – 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 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

May 26, 2009

PUBLIC HEARING LEGAL NOTICE

The Montgomery County Commission will hold a public hearing on May 26, 2009, at 9:30 a.m., in the Commissioners' Court of the Montgomery County Courthouse Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama. The Commission will discuss proposed amendments to the original contract, dated July 1, 2003 with Sunflower Waste, LLC for solid waste collection and disposal services. The purposes of the proposed amendments are (a) to reflect the change in legal name from Sunflower Waste, LLC to Advanced Disposal Services Alabama, LLC, and (b) to amend a typographical error in the original contract related to the term of the original contract. The proposed amendments to the original contract for Residential Solid Waste Collection and Disposal are relevant to and consistent with the Montgomery County Solid Waste Management Plan.

Effective April 24, 2007, the legal name of Sunflower Waste, LLC was changed to Advanced Disposal Services Alabama, LLC. The proposed amendments will reflect the name change.

The original contract for Residential Solid Waste Collection and Disposal intended to fully comply with all provisions of the Invitation to Bid that resulted in the original contract. The proposed amendments will cause the original contract to comply with the Invitation to Bid by amending Section 9 of the original contract to read as follows: "That the Contract period will be for three (3) years, beginning on the 1st day of July, 2003 and ending on the 30th day of June, 2006, and shall be automatically renewed for successive three (3) year terms unless cancelled by the Montgomery County Commission or Advanced Disposal Services Alabama, LLC., upon written notice by certified mail, given sixty (60) days before the expiration of such initial or renewal term".

A copy of the proposed contract amendment with Sunflower Waste, LLC and the Montgomery Solid Waste Management Plan may be reviewed at the Office of the Montgomery County Commission, Attention: Donnie Mims, County Administrator, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

The proposed contract amendment and any revisions resulting from public comment will be voted upon by the Montgomery County Commission in a public meeting to be held on June 8, 2009, at 9:30 a.m., at the Montgomery County Courthouse Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama.

05-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-22-09

Check Number	To	Check Number
101192		101371
Total Checks Paid		\$534,590.62

CHECK #	PAYEE	AMOUNT	DATE
101190	Bailey Harris Construction Co., Inc.	\$397,604.60	05/18/09
101191	Beltway Capital, LLC	\$ 13,517.57	05/20/09

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

05-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-15-09

Check Number	To	Check Number
100967		101189
Total Checks Paid		\$1,472,124.61

CHECK #	PAYEE	AMOUNT	DATE
100966	Alabama Power Company	\$ 52,966.61	05/13/09

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

05/26/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
05/22/09

Payroll Check Number	58016	To	Payroll Check Number	58196	\$ 137,086.78
Direct Deposits					\$ 723,573.25
Payroll Check Number	58197	To	Payroll Check Number	58227	\$ 66,208.64
Direct Deposits					\$ 758,139.51
Federal Deposits					\$ 310,649.06
Total Payroll Paid					\$ 1,995,657.24

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>DATE</u>
58012	VOIDED		05/13/09
58013	VOIDED		05/13/09
58014	District Court Small Claims	\$ 449.06	05/13/09
58015	Elmore County District Court	\$ 312.51	05/13/09

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

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

May 26, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Public Hearing regarding Contract Amendment with Sunflower Waste, LLC

During the April 13, 2009, County Commission meeting, I recommended a Contract Amendment with Sunflower Waste, LLC, for Residential Solid Waste Collection and Disposal Services, which expires June 30, 2009.

Contained on the Agenda today is a Public Hearing to discuss the proposed Amendments to the contract. Attached for your review is the original Contractual Agreement dated July 1, 2003, along with Amendment Number 2 of the contract which will be discussed during the Public Hearing.

DLM/tn

Attachments

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT, made and entered into as the 1st day of July, 2003, between Sunflower Waste, LLC of Tallassee, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Sunflower Waste, LLC agrees to furnish Residential Solid Waste Collection and Disposal Services for the Montgomery County Residents, in accordance with all provisions of Invitation to Bid No. 51100-03B-017 as advertised by the Montgomery County Commission on April 9, 2003, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Sunflower Waste, LLC and Montgomery County Commission agree as follows:

- 1. That Sunflower Waste, LLC will haul and dispose of non-hazardous and non-infectious solid waste for residences located in the political subdivision of Montgomery County , but outside the corporate City limits of any municipality therein.**
- 2. That Sunflower Waste LLC does have a disposal contract with Sunflower Landfill LLC and has more than 10 years of capacity and is in compliance with all State and Federal rules and regulations.**
- 3. That Sunflower Waste LLC shall maintain a toll free telephone number to be manned Monday thru Friday, 8:00 A.M. to 5:00 P.M., except holidays.**
- 4. That Sunflower Waste LLC hereby agrees to collect residential waste contained in a contractor provided and maintained ninety (90) gallon roll-out carts, by which the customer will place at curbside or on a public road readily accessible to Sunflower Waste LLC during the collection hours.**
- 5. That Sunflower Waste LLC will charge the initial price of \$11.44 per residential unit, per month, subject to adjustment as set forth in Paragraph 14 of the Invitation to Bid.**

6. Sunflower Waste LLC shall promptly respond to any missed pickups and shall solve the problem within forty-eight (48) hours from the time of notice from the customer, if the missed pickup is not due to the negligence of the customer.
7. That Sunflower Waste LLC shall use trucks of the packer-type, that are not more than eight (8) years old, as approved by the Montgomery County Health Department and shall have painted on its doors or at some other place approved by the Health Officer, the company name, none of which lettering shall be less than three (3) inches high.
8. That Sunflower Waste LLC shall hold and maintain during the entire contract period, all insurances required in the Invitation to Bid 51100-03B-017.
9. That the Contract period will be for three (3) years, beginning on the 1st day of July, 2003 and end on the 30th day of June, 2006, and shall be automatically renewed for a successive three (3) year term unless canceled by Montgomery County Commission or Sunflower Waste LLC, upon written notice by certified mail, given sixty (60) days before the expiration of such initial or renewal term.
10. Sunflower Waste LLC shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Sunflower Waste LLC or failure of Sunflower Waste LLC to perform any work or obligation provided for in this agreement.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of July, 2003.

WITNESS:

SUNFLOWER WASTE, LLC

Sherry Beasley

BY: D.W. Jackson

TITLE: President

WITNESS:

MONTGOMERY COUNTY COMMISSION

Donell Z. Morris

BY: W. F. Fryer

MONTGOMERY COUNTY COMISSION
PURCHASING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
CONTRACT NO. 51100-03B-017

AMENDMENT NO. 2

DATE: _____

-Contract No. 51100-03B-017, Residential Solid Waste Collection and Disposal Services, between Montgomery County Commission and Sunflower Waste, LLC is hereby amended as follows:

-Any and all references to "Sunflower Waste, LLC" throughout Contract No. 51100-03B-017 shall be deleted in their entirety and replaced with "Advanced Disposal Services Alabama, LLC."

-Item 9 of Contract No. 51100-03B-017 shall be deleted in its entirety and replaced with the following:

- 9. That the Contract period will be for three (3) years, beginning on the 1st day of July, 2003 and ending on the 30th day of June, 2006, and shall be automatically renewed for successive three (3) year terms unless cancelled by the Montgomery County Commission or Advanced Disposal Services Alabama LLC., upon written notice by certified mail, given sixty (60) days before the expiration of such initial or renewal term.**

All other terms and conditions of the Contract shall remain the same.

WITNESS:

**ADVANCED DISPOSAL SERVICES
ALABAMA, LLC.**

BY: _____

TITLE: _____

WITNESS:

**MONTGOMERY COUNTY
COMMISSION**

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
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Agenda

MAY 26 2009

May 26, 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-2009-91: Central Alabama OIC, for Montgomery YouthWorks Program - \$8,500; (\$1,000-Dean, \$2,500-Polizos, and \$5,000-Williams)
- C-2009-92: Alabama Cattlemen's Association, for "Little Boots" Rodeo - \$500; (Ingram)
- C-2009-93: Central Alabama Community Foundation, to be used by BONDS to Support the Lake Forest Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Ingram)

DLM/tll

MAY 26 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: May 18, 2009

SUBJECT: Final Pay of Contract No. 52110-07B-056,
Installation of Fiber Optic

Request approval of final payment to AT & T in the amount of \$30,547.06 for completion of the above referenced contract, be placed on the agenda for the County Commission meeting on May 26, 2009.

Coordination of payment made with Mr. Lou Ialacci, Director of Information Systems and Sgt. Jon G. Briggs, Sheriff's Office.

Your approval is appreciated.

Attachment

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Pat Silas

Date: May 18, 2009

Re: Final Payment to AT&T on Fiber Ring Installation

Attached is a copy of a memo from Jon Briggs of the Sheriff's Office stating that the project has been completed and he wants to make the final payment on the contract. I have also attached copies of the "Equipment and/or Service Delivery Acknowledgement", the "Corning Cable Systems" product warranty certificate, and Sergeant Brigg's requisition for the final payment for this contract.

The Installation work has been completed satisfactorily and service is being provided to all the facilities on the redundant ring. This installation covers all the primary buildings - Annex I, Court House, old jail, new jail, and Annex III with a redundant ring of fiber to help insure maximum service in availability, quality, and speed. There are also service legs to the Greil building, the parking deck, Community Corrections building, the Carnegie Building, and Annex II. These buildings do not have the redundancy like the main buildings, but do have fiber connections to them.

The project was paid for completely utilizing security grants obtained by the Sheriff's Office. The project was started approximately in the fall of 2007, completed in April 2009, and was within the grant budgets.

I am requesting the County Commission's approval for the final payment.
Thank you



BellSouth Communication Systems, LLC
d/b/a AT&T Communication Systems Southeast

03/18/08

Equipment and/or Service Delivery Acknowledgement

Order Number: 52299771

Customer Number: 623167

Locations Number: 1

Customer Reference #:

Customer certifies that except as indicated below, (i) the Equipment ordered under the above-referenced Order has been delivered and, with respect to Equipment required to be installed by AT&T, has been installed and is operating substantially in accordance with the manufacturer's specifications; and (ii) Services required to be performed by AT&T under the above-referenced Order is substantially complete.

Customer: Montgomery County Commission

Date: MAY 11, 2009

Printed Name: LOUIS F. IALACCI

Title: DIRECTOR INFORMATION SYSTEMS

Customer Signature: [Signature]

Exceptions -

ITEMS NOTED BY WALK
THRU INSPECTION, ON 4/20/09 by
JON BRIGGS Sheriff's Office, DERRICK
DUNKIN AT&T, LOU IALACCI, & CORNING
REP. ITEMS ADDRESSED BY AT&T

AT&T acknowledgement of the exceptions:

AT&T Signature _____

Printed Name _____

NOTICE: NOT TO BE DISCLOSED OUTSIDE AT&T EXCEPT UNDER WRITTEN AUTHORITY

Memo

To: Lou Ialacci
From: Sgt Jon G. Briggs
Date: April 7, 2009
Re: Final Payment to AT&T

I have attached the final purchase order and acceptance letter from Derrick Dunklin for the Fiber Optic Cabling Project. Since this is the final payment on the contract, it will need to be approved by the County Commission before payment can be made. Since Derrick will be providing you with the acceptance testing certification report from AT&T, would you please coordinate with the Commission to place on the appropriate agenda for their approval and payment. If you have any questions, please let me know.

MAY 26 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: May 15, 2009

SUBJECT: Final Pay for Professional Services – Alterations and Additions
to the Old Montgomery Advertiser Building
Project #2WR/HW PJNO.600

Request approval to pay the attached Invoice No. 18 in the amount of \$3,135.00 to 2WR Holmes Wilkins for the above referenced professional services at Montgomery County Courthouse Annex 3, be placed on the agenda for the County Commission meeting on May 26, 2009. (copy of invoice attached)

Coordination of payment made with Mr. Larry Carter of T.C.U. Consulting Services, LLC.

Your approval is appreciated.

Attachment

T.C.U. CONSULTING SERVICES, LLC

P.O. Box 230487

Montgomery, Alabama 36123

(334)270-4255 (334)420-1503 Fax

Date: **May 11, 2009**

To: **Montgomery County Commission**

P.O. Box 1667

Attn: **John Mitchell**

Montgomery, Alabama 36102-1667

Project: **Advertiser Building**

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
2	5/4/2009	2WR/HW Invoice #18 for Architectural Construction
		Administration Services

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 ☒ Payment

Comments: **I have reviewed the attached invoice in the amount of \$3,135.00**

from 2WR/HolmesWilkins Architects and recommend that it be placed in

line for payment.

TCU Consulting Services, LLC

Larry Carter

cc: Job
File

REC'D MAY 06 2009

2WR | HolmesWilkins
ARCHITECTS

May 4, 2009

Mr. Ken Upchurch, III
TCU Consulting Services
P. O. Box 230487
Montgomery, AL 36123

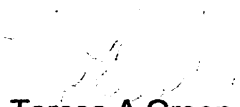
**Re: Montgomery County Courthouse Annex No.3
Alterations and Additions to the
Old Montgomery Advertiser Building
Montgomery, Alabama
2WR/HW PJNO.600**

Dear Ken:

We hereby submit (3) copies of the enclosed Invoice No.18 in the amount of \$3,135.00 for your review and approval regarding the above referenced project.

Should you have any questions, please give me call. Thanks again.

Best regards,
2WR / HolmesWilkins Architects Inc.


Teresa A Green
Business Manager

Invoice for Professional Services

2WR HolmesWilkins
ARCHITECTS

Date	Invoice#
May 4, 2009	18

Federal ID NO.
63-0815384

BILL TO
Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102 Attention: Donald L. Mims

DESCRIPTION						AMOUNT
Job: Montgomery County Courthouse Annex No.3 Alterations & Additions to the Old Montgomery Advertiser Building Montgomery, Alabama 2WR/HW PJNO.600						
Lump Sum Fee:						\$1,045,000.00
Basic Compensation Due:						
Phase	Fee %	Fee	% Complete	Amount Billed	Previously Billed	Current Billing
Schematic Design - Service A:	10%	\$ 1,045,000.00	100%	\$ 104,500.00	\$104,500.00	\$0.00
Design Development - Service B:	20%	\$ 1,045,000.00	100%	\$ 209,000.00	\$209,000.00	\$0.00
Construction Documents - Service C:	50%	\$ 1,045,000.00	100%	\$ 522,500.00	\$522,500.00	\$0.00
Bidding - Service D:	5%	\$ 1,045,000.00	100%	\$ 52,250.00	\$52,250.00	\$0.00
Construction Administration - Services E:	15%	\$ 1,045,000.00	100%	\$ 156,750.00	\$153,615.00	\$3,135.00
% Complete to Date			100%			
TOTAL BASIC COMPENSATION EARNED TO DATE				\$ 1,045,000.00		
Basic Compensation Due this Invoice						\$3,135.00
TOTAL AMOUNT DUE TO DATE						\$3,135.00

Billing Summary	Amount
Basic Fee to Date	\$1,045,000.00
Previously Paid	-\$1,041,865.00
Total Due to Date	\$3,135.00

2WR/HolmesWilkins Architects
166 Commerce Street
Montgomery, Alabama 36104
H: 2wradmin/Invoices/OldAdvertiserBuilding

I certify that the above account is correct, just and that payment therefore has not yet been received.

Sworn to and subscribed before me
this 4th day of May 2009

2WR/HolmesWilkins Architects, Inc.

L.S.

By 
Mike Rutland / SR VP & CFO

VERIFICATIONS AND APPROVALS:

Reviewed by: _____

Date: _____

Approved by: _____

Date: _____

MAY 26 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: May 15, 2009

SUBJECT: Final Pay for Professional Services – Furniture, Fixtures and
Accessories for the Montgomery County Courthouse Annex 3,
Aka Old Montgomery Advertiser Building
Project #2WR/HWPJNO.600-FFE

Request approval to pay the attached Invoice No. 2 in the amount of \$6,540.82 to 2WR Holmes Wilkins for the above referenced professional services at the Montgomery County Courthouse Annex No. 3, Aka Old Montgomery Advertiser Building, be placed on the agenda for the County Commission meeting on May 26, 2009 (copy of invoice attached)

Coordination of payment made with Mr. Larry Carter of T.C.U. Consulting Services, LLC.

Your approval is appreciated.

Attachment

6/11/09 10:00 AM

T.C.U. CONSULTING SERVICES, LLC

P.O. Box 230487

Montgomery, Alabama 36123

(334)270-4255 (334)420-1503 Fax

Date: May 11, 2009

To: Montgomery County Commission

P.O. Box 1667

Attn: John Mitchell

Montgomery, Alabama 36102-1667

Project: Advertiser Building

THE FOLLOWING MATERIAL IS TRANSMITTED

☒ With This Letter:

☐ Under Separate Cover:

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

COPIES	DATE OR #	DESCRIPTION
2	5/4/2009	2WR/HW Invoice #2 for FFE Services

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 ☒ Payment

Comments: I have reviewed the attached invoice in the amount of \$6,540.82

from 2WR/HolmesWilkins Architects and recommend that it be placed in

line for payment.

TCU Consulting Services, LLC

Larry Carter

cc: Job
File

REC'D MAY 06 2009

May 4, 2009

2WR HolmesWilkins
ARCHITECTS

Mr. Larry Carter
TCU Consulting Services
P.O. Box 230487
Montgomery, AL 36123

**Re: Furniture, Fixtures and Accessories for the
Montgomery County Courthouse Annex No.3
Aka Old Montgomery Advertiser Building
Montgomery, Alabama
2WR/HW PJNO.600-FFE**

Dear Larry:

We hereby submit (3) three copies of Invoice No.2 in the amount of \$6,540.82 for your review and approval.

Should you have any questions regarding this matter, please feel free to contact me. Thank you.

Best regards,
2WR / HolmesWilkins Architects Inc.

Teresa A Green
Business Manager
TG

Attachments

Copy: Ken Upchurch, III

Invoice for Professional Services

2WR HolmesWilkins
ARCHITECTS

Date	Invoice#
May 4, 2009	2

Federal ID NO.
63-0815384

BILL TO
Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102 Attention: Donald L. Mims

DESCRIPTION						AMOUNT
Furniture, Fixtures and Accessories for the Montgomery County Courthouse Annex No.3 aka Old Montgomery Advertiser Building Montgomery, Alabama 2WR/HW PJNO.600-FFE						
Estimated Furniture, Fixture and Accessories Cost As of 2.11.08 (See Attachments)						\$871,237.34
Per Attachment #2 to Standard Form of Agreement Owner and Architect: D. Furniture Fixtures & Accessory Design Fees						x 7.7%
Estimated Basic Compensation:						\$67,085.28
Phase	Fee %	Fee	% Complete	Amount Billed	Previously Billed	Current Billing
Schematic Design - Service A:	10%	\$67,085.28	100%	\$6,708.53	\$6,708.53	\$0.00
Design Development - Service B:	20%	\$67,085.28	100%	\$13,417.06	\$13,417.06	\$0.00
Construction Documents - Service C:	50%	\$67,085.28	100%	\$33,542.64	\$33,542.64	\$0.00
Bidding - Service D:	5%	\$67,085.28	100%	\$3,354.26	\$3,354.26	\$0.00
Construction Administration - Services E:	15%	\$67,085.28	100%	\$10,062.80	\$3,521.98	\$6,540.82
% Complete to Date			100%			
TOTAL BASIC COMPENSATION EARNED TO DATE				\$67,085.28		
Basic Compensation Due this Invoice						\$6,540.82
TOTAL AMOUNT DUE TO DATE						\$6,540.82

Billing Summary	Amount
Basic Fee to Date	\$67,085.28
Previously Paid	-\$60,544.46
Total Due to Date	\$6,540.82

2WR/HolmesWilkins Architects
166 Commerce Street
Montgomery, Alabama 36104
H: 2wradmin/Invoices/OldAdvertiserBuildingFFE

I certify that the above account is correct, just and that payment therefore has not yet been received.

Sworn to and subscribed before me
this 4th day of May 2009

L.S.

2WR/HolmesWilkins Architects, Inc.

By 
Mike Rutland / SR VP & CFO

MY COMMISSION EXPIRES JULY 18, 2011
VERIFICATIONS AND APPROVALS:

Reviewed by: _____

Date: _____

Approved by: _____

Date: _____

MAY 26 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: May 19, 2009

SUBJECT: Final Pay of Contract No. 52110-06B-046,
In-Car Camera System Installation

Request approval of final payment to Mobile Vision, Inc. in the amount of \$81,846.00 for completion of the above referenced contract, be placed on the agenda for the County Commission meeting on May 26, 2009.

Coordination of payment made with Sheriff D.T. Marshall.

Your approval is appreciated.

Attachment

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

May 18, 2009

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Bid No. 52110-06B-046
Final Payment to Mobile Vision, Inc.

Mobile Vision, Inc. has completed the installation of the in-car camera system.

Please place this on the County Commission agenda for approval of the final payment.

DTM/tb

Memo

To: Sheriff D.T. Marshall
From: Sgt Jon G. Briggs *JGB*
Date: May 18, 2009
Re: Final Payment to Mobile Vision, Inc

I have attached the purchase orders for the final payment to Mobile Vision for the In-Car Camera System installation. Mobile Vision has complied with the requirements of the bid specifications on Bid # 52110-06B-046 and has completed the installation for all vehicles. I recommend acceptance of the delivered system and suggest that we proceed with the final contract payment. Since this is the final payment on the contract, it will need to be approved by the County Commission before payment can be made. With your approval, please place on the appropriate agenda for the County Commission to consider approval and payment. If you have any questions, please let me know.

TO THE MONTGOMERY COUNTY COMMISSION
Montgomery County, Alabama

Date 18 May , 20 09

Requisition is hereby made, under Uniform System of Accounting and Reporting Act for the following supplies for
Sheriff's Office Grant Fund for the year beginning October 1st, 20 08
and request that you make the necessary orders directing the purchase of the same:

REQUISITION NO. D0024 VENDOR NO. _____ P.O. NO. _____

Quantity	Items (Describe Fully)	Unit	Cost	Total Cost
1	Final Contract Payment for In-Car Video Systems	\$77,945	.20	77,945.20
	Per Contract # 52110-06B-046			
	CHARGE TO COPS 2007 JAG Grant			
	GRANT # 2007-DJ-BX-0242			

TO: MOBILE VISION, Inc.
90 Fanny Road
Boonton, N.J. 07005

Phone: 800-336-8475
Fax: 973-257-3024

FREIGHT	
TOTAL	77,945.20

DELIVERY: _____ FUND CODE: 125-52707-584

"This form to be made out in duplicate. Original to the Montgomery County Commission and duplicate to remain with the person making the requisition."

APPROVED
FUNDS ARE AVAILABLE
Montgomery County Commission

I hereby certified that the above named articles are necessary, the amount requisitioned not excessive, and that no part of the same will be used except in conducting County business.

Date _____

Administrator

Signed D.T. Marshall
Title Sheriff

5-4

Date 18 May , 20 09

REQUISITION NO.	S0054	VENDOR NO.	031765	P.O. NO.
------------------------	-------	-------------------	--------	-----------------

FREIGHT	
TOTAL	\$ 3,900.80

DELIVERY: _____ **FUND CODE:** _____ 749-52110-590

"This form to be made out in duplicate. Original to the Montgomery County Commission and duplicate to remain with the person making the requisition."

I hereby certified that the above named articles are necessary, the amount requisitioned not excessive, and that no part of the same will be used except in conducting County business.

Signed D.T. Marshall
Title Sheriff

MAY 26 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 29

County Commission
DEPARTMENT: Appropriations REVIEWED: S. Thomas 5/15/2009
DATE: 5/15/2009 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET	
School to Work-Coop Salaries	001-56501-110	64,432	-18,408	46,024	
School to Work-Coop FICA	001-56501-124	4,929	-1,408	3,521	
School to Work-Coop WC	001-56501-125	644	-184	460	
Summer Jobs Program-Salaries	001-56502-110	0	18,408	18,408	} 20,000
Summer Jobs Program-FICA	001-56502-124	0	1,408	1,408	
Summer Jobs Program-WC	001-56502-125	0	184	184	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
TOTAL		70,005	0	70,005	

JUSTIFICATION:

To establish a separate budget for the Summer Jobs Program.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

County Commission				
DEPARTMENT:	Appropriations	REVIEWED:	S. Thomas	5/15/2009
DATE:	5/15/2009	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Miscellaneous Appropriations	001-59320-499	500,000	-8,500	491,500
School to Work-Coop Salaries	001-56501-110	46,024	-4,602	41,422
School to Work-Coop FICA	001-56501-124	3,521	-352	3,169
School to Work-Coop WC	001-56501-125	460	-46	414
Central Alabama Opportunities	001-51955-436	30,000	13,500	43,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		580,005	0	580,005

To provide funding to Central Alabama Opportunities (OIC) for the summer jobs program.

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

Agenda

MAY 26 2009

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Paul Brown - Director
Montgomery County Community Corrections

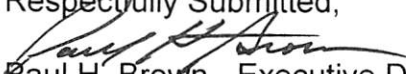
DATE: May 15, 2009

RE: Requested Commission Agenda Item – Probation Officer Position to
Administer GPS Offender Monitoring Program

I am requesting that the County Commission place on their agenda the Community Corrections Department's request to consider a new Position Fill Request to create a Probation Officer position which I propose to assign the duties of administering the Community Corrections Department GPS Offender Electronic Monitoring Program. I have previously briefed the Commission in an information session of the purpose of this position request.

The Community Corrections Department has an employee who currently is hired as a laboratory technician to conduct drug screening on offenders. This employee is on the current City-County Employee Roster for the position of Probation Officer. With available GPS Offender Monitoring grant funds already secured, it would be possible to promote this employee to the proposed new Probation Officer position and use available grant funds to supplement the salary and benefits for the position over the next two (2) years, with no increased cost to the Community Corrections Department or the County Commission. The salary and fringe differential for this proposed "promotion" would be approximately \$10,000 per year and could be paid out of the GPS Electronic Monitoring Grant fund. Should the Commission approve this proposal and permit the creation of a new Probation Officer position, the employee I propose to hire from the roster has agreed to continue to perform the drug screens as a function of his new duties as well as the administration of the GPS monitoring program. I would then ask the Commission to permit the Laboratory Technician position to be removed from the approved roster of Community Corrections Department employee positions.

Respectfully Submitted,


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

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

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE

7-1

POSITION FILL REQUEST

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Rebecca Johnson**

COMPLETED ACTION DATES

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

1. POSITION TITLE: **County Probation Officer**

POSITION NUMBER: **New Position - 017**

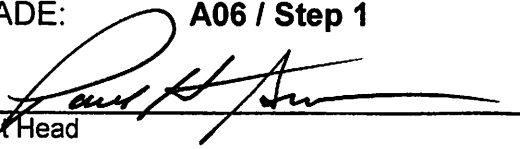
PROPOSED EFFECTIVE DATE: **8-Jun-09**

TYPE OF APPOINTMENT **(XX) Permanent** **() Temporary**

RECRUITING

- () PROMOTIONAL REGISTER** **() TRANSFER**
(XX) OPEN COMPETITIVE REGISTER **() REEMPLOYMENT**

PAY GRADE: **A06 / Step 1**



Department Head

5/15/09

Date

2 ADMINISTRATIVE REVIEW

- () APPROVED**
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

5 **() Manpower data entered by** _____

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

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

MAY 26 2009

May 7, 2009

MEMORANDUM

TO: Montgomery County Commission

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

RE: Position Fill Request for
Deputy Finance Director Position

Due to the promotion of Sherrill Thomas from Deputy Finance Director to the Finance Director position, it is necessary to fill the Deputy Finance Director position. The Deputy Finance Director position is critical to the financial stability of Montgomery County.

The County has enjoyed great success and favorable audits. This can continue only with the filling of this position. I can think of no other position in the County that has such an impact on operations than the Deputy Finance Director position.

I am requesting that this position be filled as soon as possible.

JAM/rw

Attachments

Montgomery County Commission

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

Memo

To: John A. Mitchell, Sr., Deputy County Administrator
From: Sherrill R. Thomas, CPA, Finance Director 
Date: May 6, 2009
Re: Fill Request for Deputy Finance Director

First let me thank you, and the administration for the promotional opportunity to Finance Director for Montgomery County upon the untimely death of Sandra Johnson.

My promotion to fill this vacancy has left the Deputy Finance Director position vacant. This position is critical to the operation of the County. The Deputy Finance Director supervises, manages and participates in the daily financial accounting functions of the County and acts in the absence or at the direction of the Finance Director. The assistance in this process is necessary to enable the Finance Director to be involved with the budget process and administration of the County finance office.

Therefore, I am requesting the Commission authorize the filling of this position at the May 11, 2009 meeting.

Thank you for your consideration of this request.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: FINANCE

DEPARTMENT HEAD: SHERRILL THOMAS

SUPERVISOR: SHERRILL THOMAS

COMPLETED ACTION DATES

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

1. POSITION TITLE DEPUTY FINANCE DIRECTOR

POSITION NUMBER 006

PROPOSED EFFECTIVE DATE July 1, 2009

TYPE OF APPOINTMENT ☐ PERMANENT ☐ TEMPORARY

RECRUITING

- ☐ PROMOTIONAL REGISTER ☐ TRANSFER
☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE A12 S-1 \$65,952 - \$93,884

Sherrill Thomas
Department Head

DATE 5/14/09

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date

Personnel Director

4. SELECTEE: _____

Date

Appointing Authority

5. ☐ Manpower data entered by _____ Date _____

☐ Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 26 2009

Request # 3

Date: May 15, 2009
To: Donald L. Mims, Administrator
From: Sarah G Spear, Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, Alabama
Departure Date: June 13, 2009 Return Date: June 18, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the Association of Alabama Tax Administrators Summer Conference

Traveler (s) Name: 1. Sarah G Spear 4. _____
2. John Ashmore 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,150.48 Advance Registration Required: \$600.00

Department Name: Revenue Commissioner Fund Name: 001-51500-265; 755-51500-265

Additional Comments: Pay \$1952.00 from 001-51500-265 and \$2198.48 from 755-51500-265

* Reflects portion to be paid from General Fund

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

The above request is app. 05/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$4,150.48 and advance registration of \$600.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,400.00</u>	
Approved Requests:	<u>\$965.50</u>	
Budget Available:	<u>\$2,434.50</u>	
Current Requests*:	<u>\$1,952.00</u>	
Budget Balance:	<u>\$482.50</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/18/2009

cc: Finance Director / Buyer

9-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 26 2009

Request # 4

Date: May 15, 2009
To: Donald L. Mims, Administrator
From: Sarah G Spear, Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, Alabama
Departure Date: June 13, 2009 Return Date: June 18, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the Association of Alabama Tax Administrators Summer Conference

Traveler (s) Name: 1. Sarah G Spear 4. _____
2. John Ashmore 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,150.48 Advance Registration Required: \$600.00

Department Name: Revenue Commissioner Fund Name: 001-51500-265; 755-51500-265

Additional Comments: Pay \$1952.00 from 001-51500-265 and \$2198.48 from 755-51500-265

* Reflects portion to be paid from Revenue Commissioners Special Fund

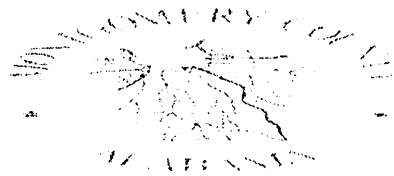
To: Sarah G Spear, Revenue Commissioner
From: Donald L. Mims, Administrator

The above request is app. 05/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$4,150.48 and advance registration of \$600.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>755-51500-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,600.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$2,600.00</u>	
Current Requests:*	<u>\$2,198.48</u>	
Budget Balance:	<u>\$401.52</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/18/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 26 2009

Request # 11

Date: May 12, 2009
To: Donald L. Mims, Administrator
From: Larry R. Curvin *LM*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: June 30, 2009 Return Date: July 2, 2009
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To attend the ACCMA Summer Conference

Traveler (s) Name: 1. Larry R. Curvin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$926.00 Advance Registration Required: \$200.00

Department Name: Tax & Audit Fund Name: General Fund 001 51800 265

Additional Comments: Estimated costs are for meals, mileage, lodging and a registration fee of \$200.00
which may require an advance payment to the Alabama City/County Management
Association.

To: Larry R. Curvin
From: Donald L. Mims, Administrator

The above request is app. 5/25/09 reimbursement of actual and necessary expenses in the
approximate amount of \$926.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$7,484.64</u>	
Budget Available:	<u>\$3,515.36</u>	
Current Requests:	<u>\$926.00</u>	
Budget Balance:	<u>\$2,589.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/12/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 26 2009

Request # 13

Date: May 19, 2009
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL - Hilton Garden Inn
Departure Date: June 24, 2009 Return Date: June 24, 2009
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Essentials of Crystal Reports Workshop

Traveler (s) Name: 1. Dana Thrash 4. Lee Hardy
2. Pat Richards 5. _____
3. Greg Banach 6. _____

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

Total (est.) Cost: \$756.00 Advance Registration Required: \$756.00

Department Name: Information Systems Fund Name: General

Additional Comments: The cost of the class is \$189 per person. This class is to update our programmers
on the use of Crystal Reports for report writing with our current applications.
Confirmation #s Greg-9828476, Lee-9828477, Pat-9828478 & Dana - 9828479

To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 05/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$756.00 and advance registration of \$756.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$17,974.84</u>
Budget Available:	<u>\$12,025.16</u>
Current Requests:	<u>\$756.00</u>
Budget Balance:	<u>\$11,269.16</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/19/2009

cc: Finance Director / Buyer

9-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Agenda

MAY 26 2009

Date: May 13, 2009
To: Donald L. Mims, Administrator
From: Jane Mardis, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery - Columbiana - Huntsville, Alabama
Departure Date: April 21, 2009 Return Date: September 25, 2009
Conference Leave (Days / Hours): 10 days
Purpose of Travel: Attending Leadership Montgomery EMERGE Torchbearers' Leadership Class
(10 classes during the period April 21-Sept 25, 2009)

Traveler (s) Name: 1. Calvin Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Jane Mardis, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/25/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$1,500.00 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>\$16,950.00</u>	
Budget Available:	<u>\$13,050.00</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$11,550.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/13/2009

cc: Finance Director / Buyer

95

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 26 2009

Request # 29

Date: May 14, 2009
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Sandestin, FL
Departure Date: June 30, 2009 Return Date: July 3, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: Alabama District Attorney's Summer Conference

Traveler (s) Name: 1. Josh Jones 4. _____
2. Kevin Davidson 5. _____
3. Will Vines 6. _____

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

Total (est.) Cost: \$4,691.00 Advance Registration Required: \$1,125.00

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

Additional Comments: _____

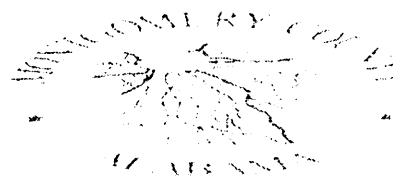
To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 05/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$4,691.00 and advance registration of \$1,125.00 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>\$13,483.00</u>	
Budget Available:	<u>\$26,517.00</u>	
Current Requests:	<u>\$4,691.00</u>	
Budget Balance:	<u>\$21,826.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/14/2009

cc: Finance Director / Buyer

9-6

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 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

MAY 26 2009

May 20, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Environmental Management Contract

Attached is a contract agreement between the Montgomery County Commission and Environmental Management for the evaluation and clean up of water damage. The recent rains that flooded parts of Montgomery also caused flooding in the Carnegie Building.

These services are a necessity and are within the guidelines of previous services provided by Haynes Kelley and his staff.

I recommend approval of this contract at the next County Commission meeting on May 26, 2009.

JAM/rw

Attachment



PROJECT AUTHORIZATION FORM

Project Name: Mold Consulting for Carnegie Building Basement Date: May 11, 2009

Project Location: 131 South Perry Street, Montgomery, AL

Background: During the storm last Thursday I understand that the north area of the Carnegie Building basement flooded with up to two inches of water. ServePro was hired to remove the carpet and cove base, and to place dehumidifiers in the area. During the course of their work ServePro noted mold on the wallboard at several locations where the cove base had been removed. Mr. Scott Kramer called me this morning. He asked that I meet with him to observe the flooded area and make recommendations. Based on my observations I recommended that an abatement contractor be employed to properly remove and dispose of the moldy and/or wet gypsum board at the base of the walls on the north side of the basement, and to clean the floor at all locations where the carpet was removed. To assist you in that effort I propose the following services.

Proposed Services and Costs: 1) Meet at the Carnegie Building with the mold abatement contractor you select and explain the required scope of work to him. 2) Provide periodic observation of the contractor's work. 3) Perform "clearance" observations when the contractor advises me that he believes the work is complete. 4) Prepare a closeout letter when the removal and cleaning is completed. The cost of the proposed services and my observations earlier today will be \$945.

Prepared By: W. Haynes Kelley, Jr.

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

Special Instructions: _____

The proposed services presented above are authorized and the Terms and Conditions shown on the back of this form are accepted.

The Montgomery County Commission
Print or type Client Name (individual, firm or corporation)

P. O. Box 1667, Montgomery, AL 36192
Client Address

Signature of Authorized Representative _____ Date _____

Print or type Name of Authorized Representative and Title _____

TERMS AND CONDITIONS

(iii) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

b5) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

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

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

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

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter, from time to time, any and all real property owned by CLIENT and/or others) in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage. The construction of which is not part of this contract. CLIENT also understands that the discovery of certain conditions (and/or) taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify, and hold ENGINEER harmless from any claim of liability for injury or loss allegedly arising from procedures associated with materials. In addition, CLIENT agrees to indemnify and hold ENGINEER harmless from any claim of liability incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from or to interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephony cables, etc.) which are not called out specifically in the written performance agreement. The written performance agreement shall be the sole basis for any claim against ENGINEER.

ACKNOWLEDGMENT OF AGREEMENT. CLIENT, in connection with the performance of the work, shall acknowledge that the use of exploration and test equipment may unavoidably affect: Alter equipment on the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at, upon the site. CLIENT accepts the fact that this is inherent to the use of exploration and test equipment. CLIENT will hold ENGINEER harmless and responsible for any such effect, alteration or damage.

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

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

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

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

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. IF CLIENT objects to all or any portion of an invoice, CLIENT shall notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the maximum percentage allowed by law, whichever is lower of the invoice amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, and a charge of one-half percent for any payment received after resolution of the dispute. CLIENT payment thereafter shall first be applied to any unpaid invoices and then to the CLIENT unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on the part of ENGINEER, CLIENT or any third party to waive any rights or remedies that ENGINEER, CLIENT or any third party may have. Payment of invoices by CLIENT shall be deemed to constitute the CLIENT's agreement to pay undisputed invoices within thirty calendar days of the date of the invoice. ENGINEER may at any time, without waiving any other claims against CLIENT and without thereby incurring any liability to CLIENT, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include the cost of any equipment, materials, travel, and other resources used by ENGINEER. If and when the project is resumed, the parties shall negotiate a new AGREEMENT. If and when the project is terminated, the prudence of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination, the cause therefor, CLIENT shall within thirty calendar days of termination, remunerate ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

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

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

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that in an emergency, the use of such equipment and personnel should be applied in rendering aid to the public and to the protection of the environment. Due to the fact that ENGINEER is not a licensed transporter, CLIENT agrees to release ENGINEER from all liability, defend, indemnify and hold ENGINEER harmless from any claim or liability for transporting, storing or handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER shall be notified in advance of the contractor's field personnel. The contractor has the responsibility to provide the necessary employees or agents. The contractor should be advised that the presence of ENGINEER's field representative nor the observation and testing by ENGINEER shall excuse contractor in any way for defects discovered in contractor work. It is agreed that ENGINEER will not be responsible for the cost of the project and that ENGINEER does not have the right to step the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State law. ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance will be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any amounts, damage or liability beyond the amounts, limits, coverage or conditions of such policies specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or components manufactured at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, irreparability of the property or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, any defense retained against ENGINEER's concurrence, will select, hire and pay an attorney to defend ENGINEER. If no such attorney is selected, then ENGINEER may be liable in any such suit or claim and pay litigation expenses incurred by CLIENT in providing such suit and will bear and pay litigation expenses incurred by ENGINEER in providing reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim and ENGINEER will cooperate in the defense of any such suit or claim.

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

CLAIMS. In the event CLIENT makes any claim against ENGINEER in law or otherwise, for any alleged error, omission or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including but not limited to, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim. CLIENT's judgment by itself for a sum of money less than the maximum amount offered in judgment by ENGINEER to resolve the matter prior to the maximum amount in judgment.

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

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

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

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

15 May 2009

Mark Edwards
Power Delivery / Engineering
2460 East 5th St.
Montgomery, AL. 36106



Agenda

MAY 26 2009

Gentlemen,
To follow up from our meeting on 13 May 2009;

At this time, we need a letter of Authority to bill the Montgomery County Commission the amount of \$156,173.85 to begin installation of Phase III in the Montgomery Industrial Park. This expansion is needed in order to serve Old Dominion (and) to establish a reliable system loop.

It is my understanding that John Adkison provided an overall cost estimate, back in 2005, for the complete Underground Power Loop. At that time the cost was estimated to be \$605,000.00

In an effort to contain costs, or spread the cost over a number of years, it was agreed to construct the Underground Electrical System in phases.

The county paid \$103,710.00 for the construction of Phase I. (installed along the property line north of Pro-ethic)

During Phase II (the service extension for Kellogg) The Commission and Industrial Partners shared the expense (a total of \$325,849.00) which included the installation of street lighting plus additional conduits for the future establishment of the loop system to be constructed in Phase III.

Now is the time to construct Phase III, installing the Backbone conductors in the existing conduit, setting the required switch gear and Terminating Cabinets to close the loop.

Some future upgrades, at the county's expense, will include the removal of temporary terminating cabinets and the installation of switchgear (at the curb) from which the customer will take service. This cost should be between \$35,000 and \$50,000 depending upon type and size of Switch Gear required. Specific future service requirements will be addressed as the park grows. Therefore it is not practical to design at this point.

The total cost of the electrical system, for the Industrial Park, may eventually exceed the original estimate of \$605,000.00 due to increased equipment prices and operating costs since 2005.

In order to proceed, we would like for the Commission to send Alabama Power Company a letter of intent authorizing us to bill the County for installation of Phase III. APC will agree to accept 1/2 of the payment within 30 days of receiving the letter. The balance to be paid, in full, by 23 October 2009.

Should you need further information please contact Mark Edwards at 832-3676 or Kristi Stewart at 832-3684.



**Montgomery Area
Business Committee
for the Arts, Inc.**

POST OFFICE BOX 5177 • MONTGOMERY, ALABAMA 36103-5177 • TELEPHONE 334/263-2224

Agenda

MAY 26 2009

May 15, 2009

Montgomery County Commission
Chairman Elton Dean
100 S. Lawrence St.
Montgomery, AL 36104

Dear Chairman Dean:

I am writing in a follow-up to the previous letter dated April 6, 2009. I am requesting that Montgomery County Commission approve a grant application that I will be writing to the Alabama State Council on the Arts due June 1, 2009. In turn, the Montgomery County Commission would agree to provide \$7,000 as a match for this grant. The combined monies would be used to purchase 14 pieces of art -work that would be permanently displayed throughout your new building. The featured artists are all from Montgomery and they will be producing art work with Montgomery County as their subject matter.

I am currently in the process of collecting the artists' proposals. The local artists who have been asked and agreed to participate are: 1) Camilla Armstrong, 2) David Braly, 3) Hilda Brown, 4) Nan Cunningham, 5) Barbara Davis, 6) Marguerite Edwards, 7) the late Barbara Gallagher (pieces purchased through Stonehenge Gallery) 8) Mary Lynne Levy, 9) Robert Shealy, 10) George Taylor, 11) Langley Tolbert, 12) Melissa Tubbs and 13) Clark Walker. All of the artists are very honored to be working with the County Commission and the MABCA and understand that their works will be hanging on display for all the citizens of Montgomery County to enjoy. They also understand that we will not be offering retail value for their pieces as they will be heavily discounted for purchase. Currently their works are on loan throughout your building until their new works are completed and hung.

I look forward to meeting with you all on Tuesday, May 26, 2009 at 8:45 AM and again, thanks so much for your time, effort and enthusiasm!

Sincerely,

Ashley DuBose Ledbetter
MABCA Executive Director

BOARD OF DIRECTORS: G. Carlton Barker □ E. Ann Clemons □ Kenneth E. Coleman □ William D. Coleman □ Gene C. Crane □ A. Bruce Crawford □ R. Guy Davis, Jr. □ J. Tyler Fondren □ Robert H. Gould □ Rusty Gregory □ Barrie H. Harmon, III □ Lance Hunter □ Michael Jones □ James W. Leonard □ John W. "Billy" Livings □ Josh F. Mandell □ Cameron Martindale □ Sam Munnerlyn □ Rick Neel □ Richard C. Ray □ Martha D. Roby □ Ken Selvaggi □ Charles A. Stakely □ Bolling P. Starke, III □ Mayor Todd Strange □ Jimmy Stubbs □ Russell Tyner □ William E. Wallace □ Kenneth D. Wallis, III □ J. Cameron West □ George R. Wilder □ W. Alan Worrell
FOUNDER: Winton M. Blount (1921-2002) □ DIRECTOR EMERITUS: Robert S. Weil, Sr.
EX-OFFICIO: Albert A. Allenback □ Mayor Jim Byard, Jr. □ Al Head □ Mayor R. Allen Kelley □ Mayor George McCain □ Jim L. Ridling □ William B. Sellers □ Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley D. Ledbetter

12-1



Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

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



(334) 832-2550
FAX (334) 832-1615

Agenda

MAY 26 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: May 18, 2009

SUBJECT: ADECA Juvenile Formula Grant

The District Attorney's Office is applying to ADECA for a continuation grant from the Juvenile Justice Formula Grant Program for the Helping Montgomery Families Initiative (HMFI). The County Commission serves as the sub grantee and there is no match.

Please place this grant application on the May 26, 2009 agenda as a waive rule item. It is due to ADECA no later than noon Friday, May 29, 2009 so your assistance is appreciated.

Thank you for your continued support of our HMFI program.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690		GRANT APPLICATION Date Received by LETS Grant # Assigned (Leave Blank) Form Revised January 10, 2004	Page 1
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application			
1. Applicant Name Montgomery County Commission Address 100 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail		3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1210 Fax # (334) 832-2533 E-Mail	
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550		Signature _____ Date: _____	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36102 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail		5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail	
Signature <i>Rhonda B. Cape</i> Date: <i>5/18/09</i>		Signature _____ Date: _____	
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		7. Program Under Which Application is Made Juvenile Formula Grant Program	
8. Project Start Date (Estimated) 10/1/2009		9. Project Ending Date (Estimated) 9/30/2010	
10. Does this application require a prior cost approval? ☐ Yes ☒ No			
11. Name of the Project (Brief Descriptive Title) Helping Montgomery Families Initiative		12. Grant Funds Requested \$ 114,863.00	
13. Will other Federal Support be available for any part of this project? ☒ Yes ☐ No (If yes, identify and explain on Page 9)		14. Total Project Duration (in Months) 12	
15. Project Summary: (Suitable for a news release pertaining to this project)			

PROJECT SUMMARY

In 2008-2009 academic school year (August 1, 2008 - April 30, 2009), there were 10,846 suspensions of children in the Montgomery Public Schools (MPS). There are inadequate resources available to meaningfully intervene in the lives of these students and their families to identify the root of their problematic behavior and provide them the necessary tools to change their lives and prevent future misbehavior.

Section 16-28-12 of the Code of Alabama mandates that the MPS share information with the District Attorney (D.A.) concerning student truancy and suspension data. It is then the duty of the D.A. to enforce this section to ensure proper conduct by any child enrolled in public school.

In response to the problem, the Montgomery County D.A. in partnership with MPS implemented a program known as Helping Montgomery Families Initiative (Program). It is modeled after the "Helping Families Initiative" operated by the Mobile County District Attorney.

Studies have shown there is a correlation between truancy/school misconduct and delinquent behavior. The goal is to intervene at the first sign of misbehavior to help prevent a child from entering the juvenile justice system. Once a child enters the juvenile justice system the chances of that child escalating into the adult system are significant. In addition, this program benefits children who do not misbehave in school. Children perform better in an environment they perceive to be safe and free from distractions. Instruction time will be maximized, thereby enriching the overall educational process.

The Program is a collaborative effort led by MPS and the D.A. and includes local law enforcement, healthcare professionals, mental health, social services, faith-based organizations, juvenile justice agencies and other organizations with the primary focus of intervening in the lives of school children who have been suspended from school but not charged with a criminal offense.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004
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A. Personnel:
List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Sandra Edwards	Program Director	\$ 2,442.08	24	100%	\$ 58,610.00	\$ 58,610.00
Sheila Brown	Admin Assistant	\$ 1,233.38	24	100%	\$ 29,601.00	\$ 29,601.00
		\$ -	24	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 88,211.00

Fringe Benefit Computation

FICA	\$ 88,211.00		7.650%	\$ 6,748.14
SUI	\$ 88,211.00		0.000%	\$ -
W/C	\$ 88,211.00		0.000%	\$ -
Health Insurance	\$ 805.00	11	100.00%	\$ 8,855.00
Life Insurance	\$ -	0	100.00%	\$ -
Retirement	\$ 88,211.00	1	11.94%	\$ 10,532.39
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
				Fringe Sub-Total
				\$ 26,135.53

Total Personnel Expenditures **\$ 114,346.53**

B. Confidential Expenditures:

Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -

Total Confidential Expenditures **\$ -**

Professional Services:

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Professional Services **\$ -**

13-4

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Montgomery County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of _____, ____.

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, _____, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the _____ day of _____, ____.

(Name)

County Administrator

(Title)

Resolution of Applicant for Matching Funds

RESOLUTION

WHEREAS, the Montgomery County Commission is eligible to submit an application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant program under the American Recovery and Reinvestment Act of 2009 (CDBG-R) administered by the Alabama Department of Economic and Community Affairs; and

WHEREAS, the Montgomery County Commission is in need of completing essential sanitary sewer improvements to eliminate problems associated with old and failing clay pipes in the Cedar Point community; and,

WHEREAS, the Montgomery County Commission has determined that prompt action must be taken to address threats to the health and safety of Cedar Point residents from sanitary sewer system inadequacies; and

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

Section 1. That the Montgomery County Commission submits an FY 2009 CDBG-R application to the Alabama Department of Economic and Community Affairs for a Community Development Block Grant in an amount not to exceed \$500,000 to be used for sanitary sewer improvements in the Cedar Point community.

Section 2. That the Montgomery County Commission is not required to commit matching funds for this project.

Section 3. That Elton Dean, in his capacity as Chairman, is hereby authorized and directed to submit said application on behalf of the Montgomery County Commission and take other such actions as may be necessary to obtain the requested financial assistance.

PASSED, ADOPTED and APPROVED this the 26th day of May 2009.

Elton Dean, Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, CPA
County Administrator

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 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

MAY 26 2009

May 20, 2009

MEMORANDUM

TO: Montgomery County Commission

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

RE: County Seal Plaque

We have received a quote from Eagle Sign Studio to construct and install the County seal in the Commissioner's Court. This item was previously discussed during the working session of the May 11, 2009 Commission meeting.

The cost for the work was \$3,649.68. Commissioner Polizos asked me to negotiate the cost down. I contacted Eagle Sign Studio and they assumed they would need to use a lift to install the plaque. Since the lift was not necessary the quote has been reduced on installation from \$1,000 to \$270.00. Therefore, the quote has been changed to \$2,919.68.

I am requesting the Commission waive rules and approve a Purchase Order be issued to Eagle Sign Studio in the amount of \$2,919.68.

JAM/rw

Attachment

EAGLE SIGN STUDIO

Eagle Sales & Marketing, Inc.

P.O. BOX 1308

MONTGOMERY, AL 36102

Voice: 334.832.4000

Fax: 334.832.4005

QUOTATION

Quote Number: 554

Quote Date: Apr 27, 2009

Page: 1

Quoted To:

2 W R ARCHITECTS
166 COMMERCE STREET
MONTGOMERY, AL 36104

Customer ID	Good Thru	Payment Terms	Sales Rep
2 W R	5/27/09	Net 30 Days	400

Quantity	Item	Description	Unit Price	Amount
1.00	PLAQUE-BR	Material: Aluminum Size: 36" x 36" Border Style: 504 Raised Flat Band Background texture: pebble Finish: Polished Aluminum w/ black relief Mounting: Concealed Studs Maximum # of Letters: 1296	2,408.80	2,408.80
1.00	INSTALL	Special Pattern for large size INSTALLATION OF PLAQUE	270.00	270.00

Approved _____

PRICES, as indicated above, are minimum estimates for art or sign work. The CLIENT agrees to pay all costs of collection in the event of default of payment by the client, including reasonable attorney's fees. In the event of delinquent payments, the client will be charged a rate of 1 1/2% for every month after the first 30 days.

only. Artwork, photographs, overtime, changes and/or additions, delays caused by client, special consultations and all other work expense that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein.

FINISHED art, mechanicals, and signs will be released for use by the client only. Mechanicals, original art, sketches and materials other than signs originated by the company are the property of the company and will be held for the client unless otherwise shown.

SPECIAL conditions on client's purchase orders in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on their purchase order or not.

Subtotal	2,678.80
Sales Tax	240.88
TOTAL	2,919.68

**50% Deposit Required for
Work to Begin**

15-2