

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

SEPTEMBER 27, 2010

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:

Executive Director John Marovich with Navistar LPGA Classic
Sheriff D.T. Marshall
Revenue Commissioner Janet Buskey
Risk Manager Scott Kramer
Michael London, Partnership Specialist with Census 2010

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Wilson

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of September 13, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation by Risk Manager Scott Kramer Regarding River Region United Way Campaign

NEW BUSINESS:

- 1. Consider Proposed 2010-2011 Operating Budget and Construction Programs Budget, County Commission**
- 2. Consider Resolution Regarding Montgomery City-County Multi-Hazard Mitigation Plan, County Commission**
- 3. Consider Board Member Reappointments to the Rolling Hills/Lakes Volunteer Fire Department, County Commission**
- 4. Consider Board Member Reappointment to Montgomery County Parks and Recreation, County Commission**
- 5. Consider Authorization of Transfer from Fiduciary Fund to General Fund, County Commission**
- 6. Consider Modification of the Resource Conservation Policy Regarding Building Temperatures, County Commission**
- 7. Consider Renewal of Lease Agreement with Wanda Hughes Regarding Courthouse Cafe in Annex I, County Commission**
- 8. Consider Renewal of Lease Agreement with State of Alabama Board of Pardons & Paroles, County Commission**
- 9. Consider Renewal of Six (6) E.V.E.N. Domestic Violence Program Professional Services Contracts, Community Corrections**
- 10. Consider Contract with the Alabama Department of Corrections for Jail/Prison Diversion Offender Supervision, Community Corrections**
- 11. Consider Extension of Professional Services Contract with Marjorie Smith for Improving the Accessibility of Elections to Individuals with Disabilities, Probate Judge's Office/Election Center**
- 12. Consider Contract Agreement with Cleveland Avenue YMCA for the After-School Program for At-Risk Youth in Montgomery County, Funded by the Alabama Department of Youth Services, Youth Facility**
- 13. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
- 14. Consider Bid Award for Installation of Concrete, Fence and Canopy, Bid Number 52110-10B-031, Sheriff's Office**

15. Consider Authorization of Customer Service Clerk and Related Position Fill Request, Appraisal Department
16. Consider Position Fill Request for Clerk Typist II, Revenue Commissioner's Office
17. Consider Position Fill Request for Customer Service Clerk, Revenue Commissioner's Office
18. Consider Position Fill Request for Legal Support Assistant, District Attorney's Office
19. Consider Travel/Training Requests (10)

OLD BUSINESS:

20. Consider Resolution Regarding an Increase of Privilege Tax upon Businesses that Rent Transient Lodging within Montgomery County, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

**Recess to Special Call Meeting of the Montgomery County Emergency
Management Communications District Board**

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Mike Dunn with Merchant Capital, LLC
Community Corrections Executive Director Paul Brown
Juvenile Court Administrator Bruce R. Howell

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 27, 2010

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.

OCTOBER 11, 2010

County Holiday (Columbus Day/American Indian
Heritage Day)

OCTOBER 12, 2010

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.

OCTOBER 25, 2010

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.

NOVEMBER 8, 2010

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.

NOVEMBER 11, 2010

County Holiday (Veterans Day)

NOVEMBER 22, 2010

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 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 6 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 2 Correction Officer Corporal's – Detention 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 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – 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 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

September 27, 2010

Agenda

SEP 27 2010

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-09-10

Check Number	To	Check Number
211151		211183
Total Checks Paid		\$590,544.62

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

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-17-10

Check Number	To	Check Number
211184		211307
Total Checks Paid		\$509,639.12

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

Agenda

SEP 27 2010

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-17-10

Check Number	To	Check Number
211309		211464
Total Checks Paid		\$450,910.44

CHECK #	PAYEE	AMOUNT	DATE
211308	Adams Motorsports	\$143.37	09/17/10

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

Agenda

SEP 27 2010

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-24-10

Check Number	To	Check Number
211467		211503
Total Checks Paid		\$108,727.20

CHECK #	PAYEE	AMOUNT	DATE
211465	First Tuskegee Bank	\$700,000.00	09/21/10
211466	Irsik, Robert	\$ 2,015.01	09/21/10

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

Agenda

SEP 27 2010

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-24-10

Check Number	To	Check Number
211505		211519
Total Checks Paid		\$16,518.93

CHECK #	PAYEE	AMOUNT	DATE
211504	Jackie's Automotive Service	\$2,244.24	09/23/10

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
09/24/10

Payroll Check Number	105255	To	Payroll Check Number	105415	\$ 121,164.86
Direct Deposits					\$ 822,258.69
Payroll Check Number	105416	To	Payroll Check Number	105445	\$ 277,613.62
Direct Deposits					\$ 331,115.74
Federal Deposits					\$ 336,521.77
Total Payroll Paid					\$ 1,888,674.68

CHECK #

105254

PAYEE

Employees Retirement System of AL

AMOUNT

\$214,624.83

DATE

09/09/10

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



Montgomery County Commission Montgomery, Alabama

Fiscal Year 2010-2011 Budget



Elton N. Dean, Sr. - Chairman
Reed Ingram - Vice Chairman
Dimitri Polizos - Member
Jiles Williams, Jr. - Member
Ham Wilson, Jr. - Member

Donald L. Mims, CPA, MPA
Administrator

Sherrill Thomas, CPA
Finance Director

ANNUAL BUDGET 2010-2011

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 66,519,146	\$ 66,781,023
Emergency Fund	70,000	70,000
Workers' Compensation Fund	369,100	369,100
Health Trust Fund	8,718,000	8,718,000
R.E. Life Ins. Fund	60,050	60,050
Liability Fund	490,500	490,500
Gasoline Tax Fund	8,800,000	8,829,954
Public Buildings/Roads/Bridges Fund	6,320,000	7,900,000
Public Highways & Traffic Fund	421,200	700,000
Capital Improvement	457,000	457,000
RRR Gasoline Tax Fund	1,941,000	2,320,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	2,885,870	2,885,870
Merit System Fund	1,118,882	1,275,952
Community Corrections	984,461	984,461
Grant Fund	2,373,195	2,373,195
Special Index Fund	222,500	322,716
G.O. Warrants - 2002 Fund	750,247	750,247
G.O. Warrants - 2007 Fund	3,611,755	3,611,755
Less: Fund transfer elimination	(13,753,002)	(13,753,002)
TOTAL	\$ 92,871,238	\$ 95,658,155
ADD: BUDGETARY FUND BALANCE		
General Fund	261,877	
Gasoline Tax Fund	29,954	
Public Buildings/Roads/Bridges Fund	1,580,000	
Public Highways & Traffic Fund	278,800	
RRR Gasoline Tax Fund	379,000	
Merit System Fund	157,070	
Special Index Fund	100,216	
TOTAL BUDGETARY FUND BALANCE	2,786,917	
PROPOSED BUDGET	\$ 95,658,155	\$ 95,658,155

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds
Special Index Fund

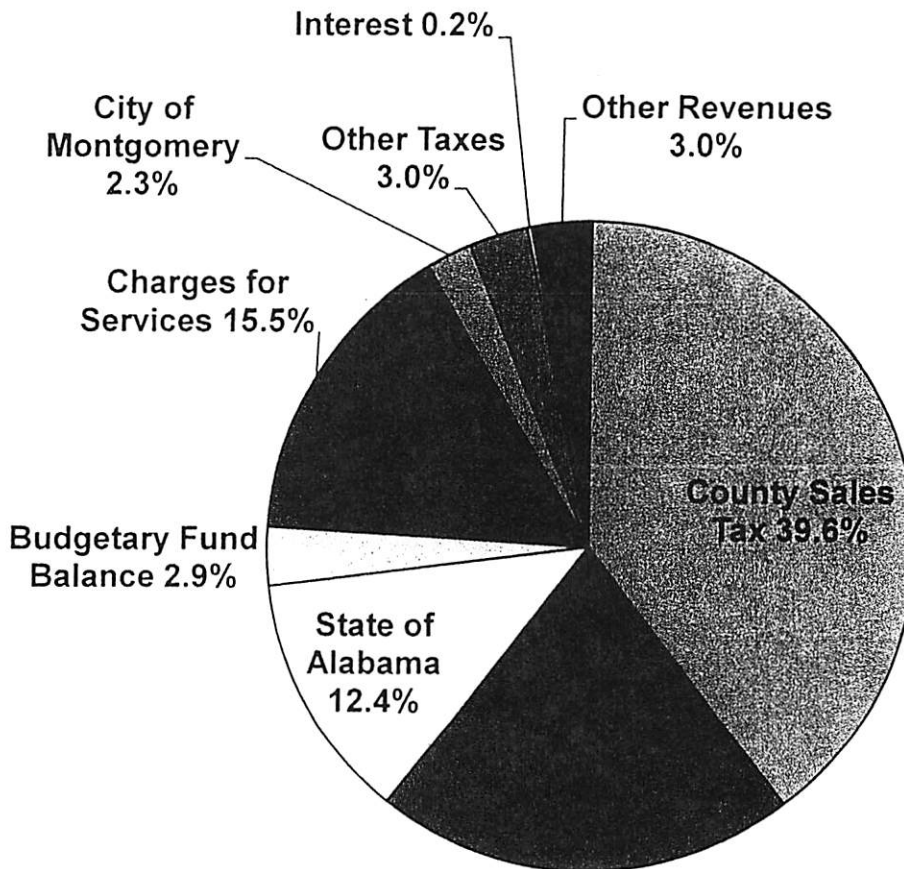
**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Employees' Withholding Tax Fund
Supernumerary Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

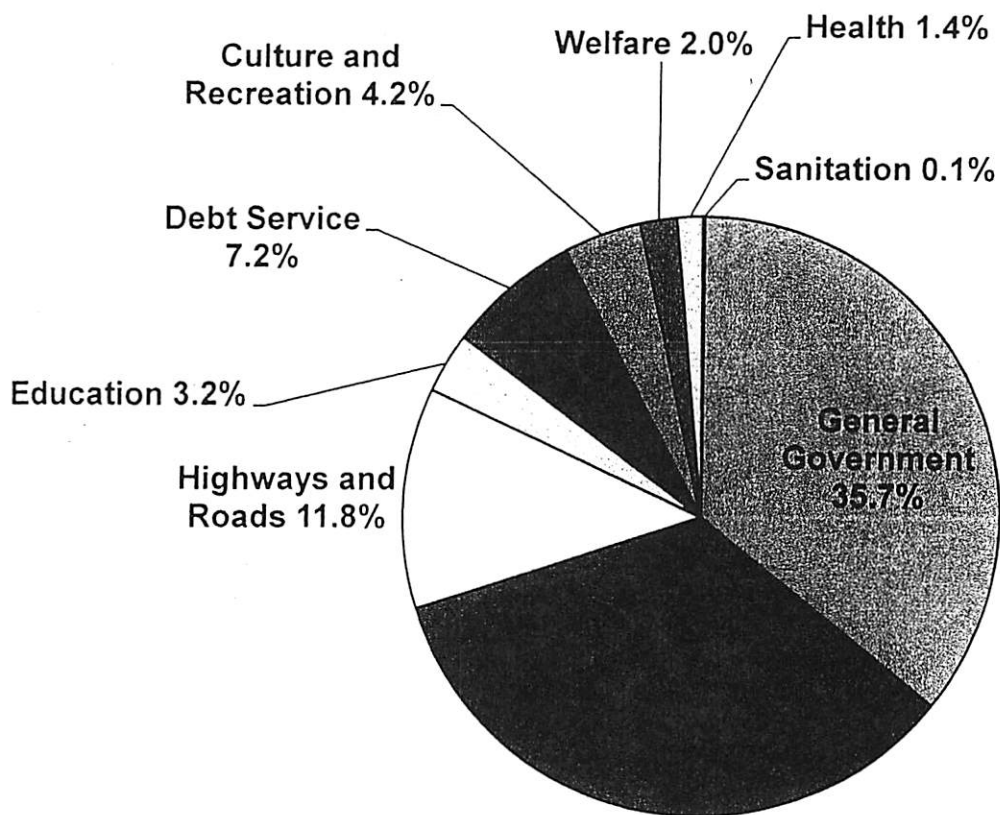
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2010-2011

Type	Percentage	Total
County Sales Tax	39.6%	\$ 37,840,000
Ad Valorem Tax	21.1%	20,150,545
State of Alabama	12.4%	11,903,685
Budgetary Fund Balance	2.9%	2,786,917
Charges for Services	15.5%	14,815,780
City of Montgomery	2.3%	2,201,686
Other Taxes	3.0%	2,841,500
Interest	0.2%	202,700
Other Revenues	3.0%	2,915,342
Miscellaneous		1,367,129
Licenses and Permits		552,510
Board of Education		644,703
Transfers In		300,000
Fines and Forfeitures		25,000
Federal Cost Sharing		26,000
	100.00%	\$ 95,658,155



**Montgomery County Commission
Appropriations
2010-2011**

Type	Percentage	Total
General Government	35.7%	\$ 34,148,624
Public Safety	34.4%	32,882,325
Highways and Roads	11.8%	11,310,288
Education	3.2%	3,062,577
Debt Service	7.2%	6,839,717
Culture and Recreation	4.2%	4,056,445
Welfare	2.0%	1,938,695
Health	1.4%	1,307,089
Sanitation	0.1%	<u>112,395</u>
	100.00%	\$ 95,658,155



**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

ESTIMATED REVENUES	
TAXES	
Ad Valorem Tax	\$ 13,140,000
County Sales Tax	37,840,000
Salaries for Revenue Commissioner	235,900
County Beer Tax	205,000
County Wine Tax	4,600
Lodging Tax	1,651,000
Other Tax	745,000
TOTAL TAXES	<u>53,821,500</u>
LICENSE & PERMITS	<u>482,510</u>
INTERGOVERNMENTAL	
State Shared Revenue	1,667,320
State Cost Sharing Revenue	2,393,377
Federal Cost Sharing	26,000
City Cost Sharing	220,000
TOTAL INTERGOVERNMENTAL	<u>4,306,697</u>
CHARGES FOR SERVICES	
Court Fees	556,500
Fees & Commissions - Public Officials	4,033,800
Miscellaneous Fees & Charges	71,000
TOTAL CHARGES FOR SERVICES	<u>4,661,300</u>
FINES AND FORFEITURES	<u>25,000</u>
MISCELLANEOUS	
Interest	46,000
Sales & Rentals	616,433
Other	659,706
TOTAL MISCELLANEOUS	<u>1,322,139</u>
TRANSFERS IN FROM OTHER FUNDS	<u>1,900,000</u>
TOTAL ESTIMATED REVENUES	66,519,146
BUDGETARY FUND BALANCE	261,877
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	<u>\$ 66,781,023</u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 795,113
Risk Management	179,667
Public Affairs	88,499
Finance Department	490,131
Judges	438,283
Domestic Relations Court	3,000
Circuit Clerk	30,348
District Clerk	2,000
District Attorney	2,520,051
Pre-Trial/District Attorney	697,403
Court Reporters	205,943
Court Administrators	700
Probate Judge's Office	3,093,606
Revenue Commissioner	1,263,362
Tax and Audit Division	581,773
Support Services	3,444,958
Building Permits	38,322
Election Operating	608,143
Election Administration	212,500
Board of Registrars	266,730
Tax Equalization Board	5,816
Veterans Service Office	1,000
Forestry Commission	12,150
Central Alabama Opportunities Industrialization Center, Inc.	8,750
Envision 2020	15,000
Industrial Park Utilities/Maintenance	20,550
Industrial Development	627,527
Information Systems	1,952,571
Contingent	25,000
Unemployment Compensation	15,000
TOTAL GENERAL GOVERNMENT	\$ 17,643,896

PUBLIC SAFETY

Sheriff's Office	12,044,178
Montgomery County Detention Facility	14,473,371
Montgomery City-County Emergency Management Agency	113,200
Coroner's Office	138,780
Youth Facility Net of City Funding	2,604,450
Youth Facility - DYS Subsidy	725,377
Youth Facility - DYS Boot Camp	610,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 30,904,356

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

SANITATION- Transfer Station & Storm Water Permit	\$	112,395
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HEALTH

Health Department		460,797
Montgomery Area Mental Health Authority		130,000
Family Sunshine Center		31,626
VOCAL		5,000
Animal Shelter		512,500
Chemical Addictions Program, Inc.		37,500
Lighthouse Counseling Center, Inc.		19,152
Council on Substance Abuse - NCADD		11,657
Mosquito Control		50,607
Sickle Cell Foundation		15,750
Community Care Network		17,500
Red Cross		15,000

TOTAL HEALTH	\$	1,307,089
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WELFARE

Transfer of Insane		7,400
Group Homes		190,000
Restor		5,000
Child Protect		3,750
Brantwood Children's Home		12,500
Montgomery Community Action Agency		32,500
Central Alabama Aging Consortium		15,000
Montgomery Area Council on Aging		32,500
Montgomery Area Food Bank		3,750
Pauper Burial		3,200
Joint Public Charity Hospital Board		85,000
Indigent Hospitalization Program		108,063
School to Work		32,595
Central Alabama Community Foundation (BONDS)		7,750
Department of Human Resources		20,000

TOTAL WELFARE	\$	559,008
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CULTURE & RECREATION

City - County Library		1,962,381
Pike Road Library net of Town of Pike Road funding		79,522
Montgomery Museum of Fine Arts		1,445,109
Montgomery County Recreation Board		429,746
Boys & Girls Clubs		12,500
Boys & Girls Club - South Central Alabama		12,500
The United Community Improvement		4,687
Unified YMCA		30,000
ECHO		5,000
Alabama Shakespeare Festival		75,000

TOTAL CULTURE & RECREATION	\$	4,056,445
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 379,000
Montgomery Education Foundation	45,000
Auburn Extension Service	98,175
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	25,000
Latchkey	28,026
YMCA Childcare Program	30,000
Character @ Heart	15,000
TOTAL EDUCATION	<u>642,701</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	800,933
In-House Appropriations-Retiree Health & Life Insurance	1,180,560
Reclassification Reserve	(1,000,000)
Montgomery Building Authority 2006 Capital Lease Obligation	4,897,591
Agency Appropriations-General Government Category	874,047
TOTAL CLASSIFIED BY CHARACTER ONLY	<u>6,753,131</u>

TOTAL APPROPRIATIONS	\$ 61,979,021
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TRANSFERS

To Community Corrections Fund	340,000
To Merit Fund	100,000
To General Obligation Warrants, 2007 Fund	3,611,755
To General Obligation Warrants, 2002 Fund	750,247
TOTAL TRANSFERS	<u>4,802,002</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$ <u>66,781,023</u>
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EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 70,000
TOTAL ESTIMATED REVENUES	<u>\$ 70,000</u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ 70,000
	<u>\$ 70,000</u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$	353,000
Other reimbursements		10,000
Interest		6,100
TOTAL ESTIMATED REVENUES	\$	<u>369,100</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$	369,100
TOTAL APPROPRIATIONS	\$	<u>369,100</u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$	8,716,650
Interest		1,350
TOTAL ESTIMATED REVENUES	\$	<u>8,718,000</u>

APPROPRIATIONS

Health Care Costs	\$	8,718,000
TOTAL APPROPRIATIONS	\$	<u>8,718,000</u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$	60,000
Interest		50
TOTAL ESTIMATED REVENUES	\$	<u>60,050</u>

APPROPRIATIONS

Death Benefit Payments	\$	60,050
TOTAL APPROPRIATIONS	\$	<u>60,050</u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$	450,000
Interest		40,500
TOTAL ESTIMATED REVENUES	\$	<u>490,500</u>

APPROPRIATIONS

Liability Ins. Costs	\$	490,500
TOTAL APPROPRIATIONS	\$	<u>490,500</u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,601,900
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STATE COST SHARING REVENUE

Engineer's Salary & Assistant Engineer	106,610
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MISCELLANEOUS

Interest	500
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Other	90,990
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TOTAL MISCELLANEOUS	<u>91,490</u>
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TOTAL ESTIMATED REVENUES	<u>1,800,000</u>
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TRANSFERS

From Public Highway & Traffic Fund	700,000
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From Public Building/Roads/Bridges	6,300,000
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TOTAL TRANSFERS	<u>7,000,000</u>
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Budgetary Fund Balance	29,954
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**TOTAL ESTIMATED REVENUES, BUDGETARY
FUND BALANCE & TRANSFERS**

\$	<u><u>8,829,954</u></u>
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APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,350,219
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District I	1,500,287
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District II	1,591,997
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District III	1,946,298
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County Engineer's Office	924,661
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County Shop	676,027
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Bridge Maintenance	484,465
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Environmental Cleanup	5,000
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TOTAL APPROPRIATIONS	\$ <u>8,478,954</u>
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TRANSFERS

To Severance Materials Tax Fund	351,000
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TOTAL APPROPRIATIONS & TRANSFERS

\$	<u><u>8,829,954</u></u>
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 6,300,000
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MISCELLANEOUS

Interest	20,000
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TOTAL ESTIMATED REVENUES	\$ 6,320,000
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Budgetary Fund Balance	1,580,000
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$ 7,900,000
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$ 6,300,000
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To General Fund	1,600,000
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TOTAL TRANSFERS	\$ 7,900,000
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TOTAL APPROPRIATIONS & TRANSFERS	\$ 7,900,000
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$ 70,000
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State Shared Revenue	250,000
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Charges for Services	100,000
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Interest	1,200
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TOTAL ESTIMATED REVENUES	\$ 421,200
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Budgetary Fund Balance	278,800
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TOTAL ESTIMATED REVENUES, BUDGETARY FUND BALANCE & TRANSFERS	\$ 700,000
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TRANSFERS

Transfer to Gasoline Tax Fund	\$ 700,000
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TOTAL TRANSFERS	\$ 700,000
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 400,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	931,500
5 cent Gasoline Tax	460,000
Additional excise tax	30,000
TOTAL STATE SHARED REVENUES	\$ 1,936,500

MISCELLANEOUS

Interest	\$ 4,500
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TOTAL ESTIMATED REVENUES

	\$ 1,941,000
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Budgetary Fund Balance

	379,000
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

	\$ 2,320,000
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APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	2,205,000

TOTAL APPROPRIATIONS

	\$ 2,320,000
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SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

	\$ 160,334
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TRANSFERS

From Gasoline Tax Fund	351,000
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TOTAL ESTIMATED REVENUES AND TRANSFERS

	\$ 511,334
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APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 511,334
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TOTAL APPROPRIATIONS

	\$ 511,334
--	-------------------

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

	\$ 447,000
--	------------

Interest	10,000
----------	--------

TOTAL ESTIMATED REVENUES

	\$ 457,000
--	-------------------

APPROPRIATIONS

General Government	\$ 457,000
--------------------	------------

TOTAL APPROPRIATIONS

	\$ 457,000
--	-------------------

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$	567,818
Montgomery County		710,545
Board of Education		644,703
City of Montgomery		962,804
TOTAL COST SHARING	\$	<u>2,885,870</u>

TOTAL ESTIMATED REVENUES

\$ 2,885,870

APPROPRIATIONS

General Government

\$ 2,885,870

TOTAL APPROPRIATIONS

\$ 2,885,870

MERIT SYSTEM FUND

ESTIMATED REVENUES

City of Montgomery \$ 1,018,882

TRANSFERS

Transfer from General Fund

100,000

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ 1,118,882

BUDGETARY FUND BALANCE (County Funds)

\$ 157,070

TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

\$ 1,275,952

APPROPRIATIONS

General Government

\$ 1,275,952

TOTAL APPROPRIATIONS

\$ 1,275,952

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 399,631
Client Fees	244,830
TOTAL ESTIMATED REVENUES	\$ 644,461
TRANSFERS	
Transfer From General Fund	340,000
TOTAL ESTIMATED REVENUES	\$ 984,461
APPROPRIATIONS	
Public Safety	\$ 984,461
TOTAL APPROPRIATIONS	\$ 984,461

GRANT FUND

TRANSFERS	
Federal and State Grants	2,373,195
TOTAL TRANSFERS	\$ 2,373,195
APPROPRIATIONS	
Grant Appropriations	\$ 2,373,195
TOTAL APPROPRIATIONS	\$ 2,373,195

SPECIAL INDEX FUND

ESTIMATED REVENUES	
Charges for Service	\$ 220,000
MISCELLANEOUS	
Interest	2,500
TOTAL ESTIMATED REVENUES	\$ 222,500
Budgetary Fund Balance	100,216
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 322,716
APPROPRIATIONS	
General Government	\$ 322,716
TOTAL APPROPRIATIONS	\$ 322,716

MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET

GENERAL OBLIGATION WARRANTS 2002

TRANSFERS

Transfer from General Fund

\$ 750,247

TOTAL TRANSFERS

\$ 750,247

APPROPRIATIONS

Principal

\$ 155,000

Interest

595,247

TOTAL APPROPRIATIONS

\$ 750,247

GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund

\$ 3,611,755

TOTAL TRANSFERS

\$ 3,611,755

APPROPRIATIONS

Principal

\$ 1,745,000

Interest

1,866,755

TOTAL APPROPRIATIONS

\$ 3,611,755

2011 CONSTRUCTION FUND BUDGET WORKSHEET

G/L Account Number	Transaction	Cost per Unit	Total Amount
Expense			
Fund: 206 - Construction Programs Fund			
Department: 51101 - Annex I Projects			
Account:231 - Repair & Maintenance Bldgs/Impr			
	Clean and reseal exterior	550,000.00	550,000.00
Department: 51102 - Annex II Projects			
Account:231 - Repair & Maintenance Bldgs/Impr			
	Clean and reseal exterior	125,000.00	125,000.00
Department: 51104 - Courthouse Projects			
Account:231 - Repair & Maintenance Bldgs/Impr			
	DDC controls for Courthouse A/C system	65,000.00	65,000.00
	Replace Cooling/Heating coils in Courthouse	135,000.00	135,000.00
Department: 51107 - Other Construction Projects			
Account:231 - Repair & Maintenance Bldgs/Impr			
	Replace Egress system at Parking Deck	30,000.00	30,000.00
Department: 51108 - Greil Building			
Account:231 - Repair & Maintenance Bldgs/Impr			
	Replace Roof Top A/C	12,000.00	<u>12,000.00</u>
Fund Total: Construction Programs Fund			\$917,000.00

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 27 2010

September 21, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SL*
Risk Manager

SUBJECT: Montgomery City / County Natural Hazards Mitigation Plan

I discussed the City / County Natural Hazards Mitigation Plan with the County Commission at the last Information Meeting. I have reviewed the plan and have communicated to the City / County EMA a few minor changes relating to the lead responsibility in Public Safety.

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

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

RESOLUTION

WHEREAS, the Montgomery City/County Multi-Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, Montgomery County participated in the preparation of a multi-jurisdictional plan, Montgomery City/County Multi-Hazard Mitigation Plan; and

WHEREAS, Montgomery County is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the plan and the actions in the plan; and

WHEREAS, Montgomery County has reviewed the plan and affirms that the plan will be updated no less than every five years.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission that Montgomery County adopts the Montgomery City/County Multi-Hazard Mitigation Plan, and resolves to execute the actions in the plan.

Adopted this _____ day of _____ 2010.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator



MONTGOMERY CITY/COUNTY
EMERGENCY MANAGEMENT AGENCY

Steve Jones, Director
Michael Stoudenmier, Deputy Director

July 22, 2010

Mr. Donald Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Donnie:

The Montgomery City/County Emergency Management Agency requests that the Montgomery County Commission adopt by resolution the entire 2010 Hazard Mitigation Plan at the next possible Montgomery County Commission meeting. We apologize for any inconvenience. If you have questions, do not hesitate to call this office.

Sincerely,

Steve Jones, Director
Montgomery City/County EMA

SJ/cf

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
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Agenda

SEP 27 2010

September 9, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Rolling Hills/Lakes Volunteer Fire Department Board Reappointments

The terms of several board members of the Rolling Hills/Lakes Volunteer Fire Department have expired (see attached list). I contacted Mr. Harvey Bartlett, President of Rolling Hills/Lakes Volunteer Fire Department and he recommended the reappointment of all of the expired members to this Board.

I am requesting that the Commission consider approval of these reappointments.

DLM/tn

Rolling Hills/Lakes VFD

Members:			Term Expires:
President:			
* Harvey Bartlett	5848 Trotman Rd 36116	H 281-7847 E cbart@aol.com	2/28/2010
Vice President:			
* Philip Burwell	1545 Mt. Zion Rd. Ramer 36069	H 286-1888 C 343-2622	2/28/2010
Treasurer:			
Gerri Walley	7054 Knoll Loop 36116	H 288-2078	2/28/2011
Secretary:			
Greg Brannon	7453 Murifield Loop 36116	H 281-9591	2/28/2011
Board Members:			
Don Schofield	5836 Trotman Rd 36116	H 281-6864 C 300-9068 E dvschofield@charter.net	2/28/2011
Carmine A. Roberto	416 Doral Trace 36116	H 288-4556 E iroberto@worldnet.att.net	2/28/2011
Jim Sutton	7002 Fairway Drive 36116	H 281-9591 E jsutton70@bellsouth.net	2/28/2011
* Alfonso Patterson	4651 Vanderbilt Dr. 36116	H 281-2134	2/28/2010
* Billy Rotton	879 Meriwether Rd. Pike Rd. 36064	H 286-1058 W 284-3220 E brotton@lawsontrucking.com	2/28/2010
* Jan Wercinski	354 Mizell Rd 36116	H 284-2322 E jwercincki@aol.com	2/28/2010
* Richard Fagan	1180 Meriwether Rd. Pike Rd. 36064	H 288-3537 C 201-4122	2/28/2010
James Labadie	7466 Fairway Drive 36116	H 284-3463	2/28/2011
Gregory (Brent) Nix	7001 Fairway Drive	H 284-1333 C 268-1929	2/28/2011

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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Agenda

SEP 27 2010

September 22, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Parks and Recreation Board Reappointment

Chairman Willie Jones' term will expire as a board member of the Montgomery County Parks and Recreation Board on December 4, 2010. Chairman Jones is willing to be reappointed to this board.

I am requesting that the Commission consider approval of this reappointment for a 5-year term ending December 4, 2015.

DLM/tn

Montgomery County Commission

SEP 27 2010

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

Memo

To: Donnie Mims
From: Sherrill R. Thomas *SD*
Date: September 9, 2010
Re: Fiduciary Fund transfer

The 2010 adopted budget included a \$300,000 transfer to the General Fund from the Fiduciary Fund.

Attached is a listing of the accounts held in the Fiduciary Fund for over ten years as of September 30, 2009. The balance of the accounts is \$379,299. I am requesting to transfer \$300,000 from the Fiduciary Fund to the General Fund as per the 2010 budget.

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda

SEP 27 2010

September 8, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Energy Conservation Policy & Building Temperatures

The American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) create acceptable ranges of the extreme seasons based on different humidity levels. I would recommend that we modify the County's Resource Conservation Policy to adhere here to these standards by establishing a midpoint (with minimal adjustments) for all County buildings. The majority of the County's air conditioning systems could be administered by Support Services programmatically.

Specifically, the temperatures for the extreme seasons will be as follows:

Summer – Temperature Range of 72 - 77 degrees

Winter – Temperature Range of 68 - 73 degrees

The other seasons would need to be adjusted within these extreme seasons.

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

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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Agenda

SEP 27 2010

September 16, 2010

MEMORANDUM

TO: Montgomery County Commission

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

RE: Lease Agreement with Wanda Hughes
Courthouse Café

Attached is the standard lease agreement the County has had for several years. This agreement is between Wanda Hughes and Montgomery County Commission to renew the lease of space in Annex I. The dates of the lease have changed with the same terms as previous years.

This lease agreement was discussed during the meeting of September 13, 2010. I request the Commission approve the agreement at the September 27, 2010 Commission meeting. Thank you for your careful consideration of this request.

JAM/rw

Attachment

STATE OF ALABAMA)
MONTGOMERY COUNTY)

LEASE AGREEMENT

WITNESS THIS LEASE entered into as of the 1st day of October, 2010, between Montgomery County Commission (hereinafter called "Landlord"), and Wanda Hughes (hereinafter called "Tenant").

WITNESSETH

Landlord hereby leases to Tenant and Tenant takes and leases from Landlord those certain premises described as the Cafeteria Area, Second Floor, Montgomery County Administrative Building, Annex II (all hereinafter referred to as "the premises"); and in consideration therefore Landlord and Tenant agree as follows:

1. **PERIOD OF CONTRACT:** Contract period will be for three (3) years, beginning on the 1st day of October, 2010 and ending on the 30th day of September, 2013.
2. **RENT:** During the entire term of the lease, no monthly rent will be paid by the Tenant to the Landlord. The cleaning deposit of \$1,200.00 paid by Tenant on July 29, 1998, will be held by Montgomery County Commission until the expiration of the contract and cleaning of the cafeteria is completed by Tenant and approved by the County Administrator. If during the life of the contract, tenant terminates contract for any reason, without giving Landlord sixty (60) day written notice, then the Tenant shall forfeit this deposit.
3. **UTILITIES:** Landlord shall furnish all sewer, water, electric power, and other utilities used or consumed in or at the premises excluding telephone service.
4. **FIRE AND EXTENDED COVERAGE INSURANCE:** Each party shall carry such fire extended coverage insurance on their own properties as they deem adequate. The Tenant will not permit or do anything which would increase the rate of fire and casualty insurance upon the Montgomery County Administrative Building and if such is permitted by Landlord,

Tenant will pay to Landlord the amount of the insurance increase in the said insurance premium.

5. FIRE AND CASUALTY DAMAGE: In the event the premises are damaged by fire or other casualty due to causes not the fault of the Tenant, Landlord may elect to rebuild or restore the same to as good a condition or a better condition than that existing immediately prior to such casualty, and, provided the same is completed within 120 days of such fire or other casualty, this lease shall not terminate. In the event Landlord does not elect to rebuild or restore the premises as aforesaid, this lease shall terminate as of the date of such casualty.

6. HOLD HARMLESS: Tenant shall indemnify and save Landlord harmless from all claims, causes of actions and judgments for personal injury, loss of life or property damage suffered in, upon and about the premises. Tenant shall provide and keep in force during the term of this lease and any extension of said term for the benefit of Landlord, a comprehensive liability insurance policy, issued by insurers satisfactory to Landlord, insuring Landlord against loss resulting from any of the foregoing for which Tenant is responsible, said policy to provide Umbrella Liability with limits of \$1,000,000 each excess occurrence and \$1,000,000 each excess aggregate, Comprehensive or Commercial General Liability including Premises Operation, Independent Contractors Protective and Broad Form Property Damage or it's equal and Product Damage Liability with limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate. Workman's Compensation Insurance in statutory amount and Employers Liability of \$100,000 per accident. The Landlord shall be named as an additional insured under the policies. Tenant shall deliver to Landlord a certificate of the aforesaid policies together with evidence of payment therefore and such policy shall provide that it shall not be canceled for any reason until the Landlord has given sixty (60) days written notice of the cancellation, delivered by certified mail, return receipt requested. If Tenant defaults in keeping or performing its obligations hereunder, Landlord shall have the right to keep or perform the same in Tenant's behalf and the cost of the same be added to the next payment as the same becomes due.

7. REPAIRS: Tenant, shall maintain and keep in good repair the premises, and Tenant shall repair any breakage and damage to premises due to Tenant abuse. Upon the termination of this lease, Tenant shall surrender the premises to Landlord in as good condition as existed at

the time of its initial occupancy, ordinary wear and tear accepted. Landlord shall, at its costs, maintain and keep in good repairs the roof, exterior supporting walls of the building including interior and exterior finish, decorating, painting, windows, doors or glass.

8. TRADE FIXTURES AND FURNISHINGS: All furnishings, trade fixture and equipment used on the premises and supplied and installed by or at the sole expense of Tenant shall at all times be and remain the exclusive property of Tenant. So long as Tenant is not in default, Tenant shall have, during the term hereof, the right to freely remove, adds to, and replaces the same, provided that any physical damages to the premises or improvements caused by such additions, removal or replacement shall be repaired by and at the expense of Tenant. The Landlord has furnished the equipment enumerated on Exhibit A; and, the Landlord will repair or replace said equipment at his sole option. Tenant shall repair or replace said furnishings and equipment that are damaged due to Tenant's abuse or negligence. The Landlord shall have the right to designate the maximum number of tables and chairs used in the premises.

9. DAMAGE OR LOSS ON PROPERTY: Landlord shall not be liable to Tenant for any loss or damages suffered by Tenant.

10. ENTRY BY LANDLORD: Landlord may, at all reasonable times, enter the premises to inspect, repair, alter or add to the same, exhibit the same to prospective tenants, purchasers or other persons, and in event Tenant has vacated the premises, to repair the same for re-occupancy by another Tenant. Tenant shall permit during the three months next preceding the expiration of this lease, or any extension period, signs or other notices indicating that the premises are for rent or for sale to be posted and remain on the premises. Such entry by Landlord shall not constitute an eviction of Tenant or deprivation of any right of Tenant and shall not alter the obligations of Tenant hereunder or create any right in Tenant adverse to Landlord.

11. USE OF PREMISES: The premises shall be used by Tenant for the operation of a snack bar and no other and its hours of operation shall be open no later than 7:00 A.M. and to close no earlier than 2:00 P.M. excluding holidays recognized by the Landlord unless prior written permission is first obtained from Landlord. Tenant shall, at its own expense, comply

with all requirements of law and with all ordinance or regulations of the City, State, County or other public authority affecting the demised premises and with all the requirements of any fire or liability insurance company insuring the Landlord against damage by fire or accident connected with the premises. No part of the demised premises shall be used by any person for any purpose or in any manner as shall increase the insurance risk or prevent the obtaining of insurance, nor so that in order to comply with any law or public authority, the Landlord shall be obligated to make any addition or alteration to or in the premises. Montgomery County employees, if so desired, shall have the right, even though Tenant's services will not be utilized, to bring outside purchased or personal meals into cafeteria and use seating as needed. The tenant must maintain a minimum health rating of 90 with a penalty for failure to comply in ninety (90) days that would result in a default of the contract.

12. IMPROVEMENTS AND SIGNS: Tenant may make alterations to the improvements upon the premises with the consent of Landlord first, which consent shall not be unreasonably withheld, and shall have the right to erect, install, maintain and operate on the premises such equipment, fixtures and signs as Tenant deems desirable, with the written approval of Landlord.

13. ASSIGNMENT OR SUBLETTING: Tenant shall not assign or in any manner transfer this lease or any estate, interest or benefit therein, or sublet said premises or any part or parts thereof, or permit the use of the same or any part thereof by anyone other than Tenant without the prior written consent of Landlord which consent may be withheld in the Landlord's absolute discretion. If Landlord transfers or assigns this lease with assumption of its obligations by the assignee, then Assignor-Landlord shall thereupon and thereby be relieved from all liability under this lease.

14. DEFAULT: The happening of any one or more of the following listed events (hereinafter referred to singly as "Event of Default" and plurals as "Events of Default") shall constitute a breach of this lease agreement on the part of Tenant, namely:

- (a) The filing by or on behalf of Tenant of any petition or pleading to declare Tenant a bankrupt, or for a reorganization, if Tenant is a corporation, or the adjudication of a bankruptcy of Tenant under any bankruptcy law or act.

- (b) The failure of Tenant to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any terms of provisions thereof.
- (c) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Tenant.
- (d) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors.
- (e) The levy of execution, attachment, or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of judgment, debt or claim.

Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any terminating the term hereof, Tenant shall promptly surrender possession and vacate the premises and deliver possession thereof to Landlord and Tenant hereby grants to Landlord full and free license to enter into and upon the premises in such event without process of law and to expel or remove Tenant and any others who may be occupying the premises and to remove there from any and all property, using for such purpose such force as may be necessary without being guilty of or liable for trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to rent or any other or any other right given to Landlord hereunder or by operation of law.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of this lease, Landlord, at its option, may enter into the premises, remove Tenant's property and other evidences of tenancy and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Tenant in whole or in part from its obligation for the full term of this lease.

Tenant agrees to pay a reasonable attorney's fee and all cost if it becomes necessary for Landlord to employ an attorney to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to Landlord upon default by Tenant on any term, conditions, stipulation or obligation of the lease; and Tenant expressly waives all exemptions secured to Tenant under the laws of the State of Alabama or of any state in the United States as against the collection of any debt herein or hereby incurred or secured.

15. **HOLDING OVER:** In the event Tenant remains in possession of the premises after the expiration of the term hereof, without executing a new lease, Tenant shall be that of month-to-month, subject to all the condition to this lease insofar as consistent with such a tenancy, and may be terminated or canceled by Landlord on sixty (60) day's written notice to Tenant.

16. **GAMBLING AND ALCOHOL NOT PERMITTED:** No punch boards or gambling may be operated on the premises; no nuisance shall be committed on the premises; and no alcoholic beverages shall be sold on the premises.

17. **GOVERNMENT REGULATIONS:** Tenant agrees to comply with all City, County, State and Federal Health Regulation laws that may govern the operation of the business.

18. **HEALTH EXAMINATIONS:** It is understood and agreed by the parties that all personnel working in or used in the business will be subject to periodic health examinations and at times designated by the Landlord, by a physician designated by the Landlord.

19. **TAXES AND LICENSES:** All taxes and licenses due or caused by the operation of the business shall be paid by the Tenant including workman compensation and social security.

20. **COMPETITION:** No competitive business will be allowed in the Montgomery County Administrative Building during the period of Tenant's tenancy.

21. **SUCCESSOR INTERESTS:** The provisions of this lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require.

22. **TIME OF ESSENCE:** Time is of the essence of this agreement.

23. **WAIVER:** The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or

more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

24. MODIFICATIONS OF LEASE: This lease contains all the agreements and conditions made between the parties and may not be modified or added to except by an agreement in writing signed by the parties or their respective successors in interest, and append hereto.

25.CANCELLATION: Either party hereto may terminate this lease by giving sixty (60) days written notice to the other. In such event, this lease shall thereupon terminate as though that were the date herein definitely fixed for the expiration of the term, and the Tenant shall surrender the premises, and the Landlord shall be entitled to the possession of the premises on that date.

MONTGOMERY COUNTY COMMISSION

BY: _____
ELTON N. DEAN, SR., CHAIRMAN

WANDA HUGHES/ DBA/COURTHOUSE CAFE

BY: _____
WANDA HUGHES, TENANT

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at large, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Montgomery County Commission GIVEN under my hand and office seal this the 1st day of October, 2010.

Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public, in and for said County in said County in said State, hereby certify that Wanda Hughes whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on this day.

GIVEN under my hand and office seal this the 1st day of October, 2010.

Notary Public

EXHIBIT "A"

1. Hobart Model Dishwasher (1) Built-In
2. Delfield Model No. V18454-32 Refrigerated Sandwich Unit (1)
3. Delfield Model No V22233-3-32 Roll Warmer Housing (1)
4. Garland Model Combination Top Range (1)
5. SteamChef Model Steamer (1)
6. Garland Model Convection Oven (1)
7. Glenco Refrigerator – Turbo Air M3
8. Metro HD Super Series Soap and Chemical Shelving Unit (1)
9. Metro Mobile Pot and Pan Shelving Units Model No. PR48ES (2)
10. Precision Model No. UT-179 Vendor's Utility Counter (1)
11. Precision Model No. SST-2005-U Hot Serving Unit (1)
12. Precision Model No. SSTR-163-PT Cold Serving Unit (1)
13. Frymaster Fryer (2)
14. Wells Model No. H-70 Hot Plate (1)
15. Wells Model No. RW-2 Roll Warmer (1)

Agenda

SEP 27 2010

**Agenda Item Number 8 – Consider Renewal of Lease Agreement with State of Alabama Board
of Pardons & Paroles, County Commission**

Documents to be presented at Monday's Meeting

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

Agenda

SEP 27 2010

September 22 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item- September 27th Commission Meeting
Request for Renewal of E.V.E.N. Domestic Violence Program Provider Contracts

Please be advised that six (6) of the E.V.E.N. Domestic Violence Provider contracts expire at the close of the current fiscal year. I am requesting that the E.V.E.N. Professional Services contracts be renewed for an additional year for the following six providers at the same rates as this current fiscal year which are as follows:

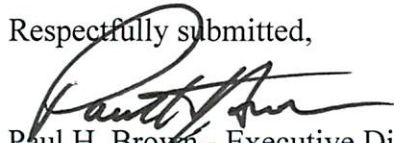
Eboni Scott -	\$20.00 per hour
Regina Hall -	\$20.00 per hour
Frederick Madison -	\$25.00 per hour
Joan Williams, Ph.D.-	\$25.00 per hour
Mary Reeves -	\$25.00 per hour
Curtis Gage.-	\$25.00 per hour

The contract is essentially the same as the existing contract with the addition of the provision that invoices for payment may be submitted twice per month (rather than monthly) and no special requests for disbursements will be honored.

The MCCPCA Board meets in special called session this Thursday the 23rd of September to consider the proposed EVEN Provider Contracts. I will be able to report to the Commission on the 27th the recommendation of the MCCPCA Board.

The proposed Original Contracts are attached for your review.

Respectfully submitted,



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

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

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

9-1

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with _____ (also referred to as Provider), Federal Tax I.D. or Social Security Number: _____, to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. The cost of registration/tuition for any assigned training shall be paid by the Montgomery County Commission. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$___.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2011. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2010. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2010.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

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

Agenda

SEP 27 2010

September 22, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item- September 27th Commission Meeting
New Contract with ADOC for Jail/Prison Diversion Offender Supervision

I am requesting that a contract for Jail/Prison Diversion Offender Supervision with the Alabama Department of Corrections be placed on the September 27th Agenda for consideration. Please see attached a copy of the proposed contract and a copy of a favorable opinion from the County Attorney.

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority (MCCPCA), the Montgomery County Community Corrections Department prepared an annual Community Corrections Plan which was subsequently approved by the County Commission during its July 28th, 2010 meeting. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Community Corrections Department to receive continued State funds for Jail/Prison diversion felons on Community Corrections Supervision.

The attached Original Contract and second copy of the contract offered by the Alabama Department of Corrections reflects the full \$406,000 that was requested for FY 2010-2011 reimbursements for offender Community Corrections offender supervision services for offenders diverted from prison by the Circuit Courts of Montgomery County. Please note that this is an increase in funding of \$36,000 over last fiscal year's funding.

The MCCPCA Board meets in special called session on Thursday the 23rd of September, 2010 to consider approval of the proposed ADOC agreement. I will be able to report to the Commission on the 27th of September the recommendation of the MCCPCA Board.

Respectfully submitted,



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

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

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

10-1

File
DL m



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
t. 334.264.7945 • f. 334.265.8573
www.hsy.com

2010/08/26 PM 3:55
COMMUNICATIONS

MEMORANDUM

August 26, 2010

T T 6

TO: Donnie Mims
FROM: Tommy Gallion
RE: Community Corrections Department
Contract with Alabama Department of Corrections
For Jail-Prison Diversion Services

I have reviewed your August 24, 2010 memorandum, Paul Brown's August 24, 2010 memorandum to you, and the contract by and between Alabama Department of Corrections and the Montgomery County Community Corrections Program. I also reviewed Section 15-18-170 thru 186 of the Code of Alabama. I have no changes to the contract. Please note that any financial disputes under this contract is limited to filing a claim with the Board of Adjustment for the State of Alabama.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
#3,853,419



Bob Riley
GOVERNOR

State of Alabama
Alabama Department of Corrections

Community Corrections
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130



RICHARD F. ALLEN
COMMISSIONER

August 18, 2010

M E M O R A N D U M

TO: CCP Program Directors

FROM: Roger Littleton
ADOC CCP Coordinator

SUBJECT: CCP FY2011 Contract

Congratulations! Your Community Corrections Program has been approved during FY 2011 to once again participate with the Alabama Department of Corrections pursuant to the Community Punishment and Corrections Act, Section 15-18-170 thru 186 of the Code of Alabama.

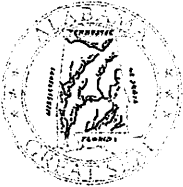
Please note the attached Community Corrections Contract. First, check the "Federal or Employee Identification Number" and ascertain if it is the correct number for which your Community Corrections Program is registered with the Federal Government. If it is not correct, please notify myself or John Shaver immediately for further instructions.

Second, review the contract and determine if your Program can abide by the terms and conditions specified therein. If your Program can abide, sign and date both originals and return one of the originals to the ADOC Community Corrections Division by September 10, 2010.

If there are any questions, feel free to contact John Shaver (334-353-3853) or myself @ (334-353-5820).

/RL

Attachments



BOS RILEY
GOVERNOR

State of Alabama
Alabama Department of Corrections

301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130



RICHARD F. ALLEN
COMMISSIONER

Community Corrections Program Contract
The Montgomery County Community Corrections Program
Federal or Employer Identification Number 63-1106839

This contract entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Montgomery County Community Corrections Program (hereinafter referred to as the "Program"), agrees as follows:

1. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the Department and/or contingent upon available Community Corrections funding in FY 2011.
2. In FY 2011 the ADOC has designated an amount not to exceed \$406,000 for supervision reimbursement, to be paid upon approval of the monthly invoice properly submitted by the Program.
3. The Program hereby agrees to the following terms and conditions:
 - Divert felony offenders eligible for reimbursement as determined by ADOC.
 - Establish and maintain a good working relationship with the ADOC, Judges, District Attorney, and local Bar Association, Circuit Clerk, Sheriff and other local Law Enforcement agencies.
 - Encourage and promote the growth and expansion of Community Corrections.
 - Ensure strict compliance with the approved Community Corrections Plan and adhere to all CCP related directives issued by ADOC.
 - Accept offenders originally sentenced in other counties when authorized by your Presiding Judge.
 - Utilize an ADOC approved risk/needs assessment tool.
 - Review the monthly invoice for accuracy and completeness prior to submission to ADOC.

4. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute of Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
5. The Program's sole remedy for the settlement of financial disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
6. The Program understands and agrees that neither he or she, nor his or her employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.
7. On behalf of the Community Corrections Program, we agree to abide by ADOC Administrative Regulation 490, entitled "Community Corrections Programs", and all related Community Corrections policies and procedures. The Program fully understands that any noncompliance with said regulation or policies may be grounds for termination of this contract.



ADOC Commissioner

Date: 8/18/10

Montgomery County Community Corrections Program

Date: _____



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

Agenda
SEP 27 2010

To: Commissioner Elton Dean

From: Judge Reese McKinney, Jr.

Date: September 7, 2010

CC: Donald Mims, County Administrator

Re: Commission Agenda – Extension of Contract of Marjorie Smith/Election Center

As you are aware, we are conducting the 2010 Special Municipal Election for the City of Montgomery. This relationship has been mutually beneficial for both the City of Montgomery and the citizens of this community. When we conducted the 2009 special City Election, we were able to contract with Marjorie Smith to work with us on a variety of election matters. She has become a vital part of our Election Center and has been instrumental in many of aspects of absentee voting, voter education, interaction with advocacy groups and community outreach. A federal grant allowed us to extend Marjorie's affiliation through December 15th of this year.

During the informal session of the last Commission meeting Trey Granger, our Election Director, apprised each of you of my request to have Marjorie's contract extended using funding from the "grant" or proceeds we receive from the City. We anticipate the 2010 Special City elections to provide enough to extend her contract for one year, and then we will consider additional extensions as we approach the 2011 Municipal Election in August and October of next year. The current contract we have has been approved by you and legal. I ask that you place my request for a one year extension of this contract on the formal agenda of the Commission scheduled for next Monday. This will not require any general fund allocation and should be viewed as a grant. Since we have appeared before the Commission on this matter, we ask that you place it on the September 13th agenda for a vote of the Commission.

PERSONAL SERVICES CONTRACT

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; the Montgomery Election Center is a department of Montgomery County, Alabama; Montgomery County, Alabama, along with its governing body and assigns, and the Montgomery County Election Center are hereinafter collectively referred to as "the County;"

WHEREAS, Marjorie Smith is an individual resident of Montgomery County, Alabama and an independent contractor;

WHEREAS, the County has determined that it is in the best interest of the County and its residents to contract with an individual to perform voter outreach focused upon disability election programs, accessible absentee voting programs, and coordination with senior citizen and disability groups regarding voting in furtherance of the provisions of the Help America Vote Act during the 2010 Election Cycle;

WHEREAS, Smith covenants and agrees that she has specialized knowledge and experience dealing with improving election facilities for senior citizens and individuals with disabilities.

WHEREFORE, PREMISES CONSIDERED, the County and Smith understand, acknowledge, covenant, and agree as follows:

1. To enter into this Independent Contractor Engagement Agreement for the Provision of Personal Services with Smith to perform voter outreach focused upon disability election programs, accessible absentee voting programs, and coordination with senior citizen and disability groups regarding voting in furtherance of the provisions of the Help America Vote Act during the 2010 Election Cycle.

2. Smith shall provide a calendar and detailed listing of all voter outreach/disability efforts, initiatives, programs, and activities to Trey Granger, Director of Elections, along with a monthly journal which shall provide details, including but not limited to, tasks performed and locations at which such tasks were performed. This contract is for a period not to exceed one year, beginning December 15, 2009 and ending December 14, 2010, with an option to extend the contract for an additional 90 days.

3. The County shall pay Marjorie Smith \$1250.00 bi-weekly, for a total Contract amount not to exceed \$30,000.00. Smith will be compensated on a bi-weekly basis upon submission of a proper invoice and related documentation. The County will be reimbursed \$27,734.49 of this agreement pursuant to federal funding awarded to Montgomery County for Phase III of the Help America Vote Act to improve the accessibility of elections to individuals with disabilities. The remaining balance shall be

paid by current fiscal year funding appropriated to the Montgomery Election Center for fiscal year 2010.

4. Smith is designated and shall act as an independent contractor and not as an employee of the County, and Smith shall not be entitled to any benefit afforded to employees of the County.

5. Smith shall indemnify, defend, and hold harmless the County from all claims, suits, judgments, or damages including litigation costs and reasonable attorneys' fees that may arise as a result of the performance of any work under this Agreement.

6. This Agreement is not assignable in any part, manner or circumstance by either Party hereto. Any attempted assignment is simultaneously void and shall constitute termination of this Agreement.

7. This contract may be terminated by either Party, by giving thirty (30) days written notice. Notice of termination by Marjorie Smith shall be provided to Trey Granger at 125 Washington Avenue, Montgomery, AL 36104. Notice of termination by the Montgomery County Commission shall be provided to Marjorie Smith at 3500 Dresden Drive, Montgomery, AL 36111. In the event of a change of address by Marjorie Smith, she shall notify Trey Granger at the address provided in this paragraph.

8. This Agreement shall become effective and binding upon the Parties hereto upon the affirmative vote of the Montgomery County Commission.

9. 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 executes this Agreement 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 and perform this Agreement.

12-02-09
Date

Marjorie Smith
Marjorie Smith

12/14/09
Date

Elton Dean
Elton Dean, Chairman
Montgomery County Commission

Date

Reese H. McKinney, Jr.
Reese H. McKinney, Jr.
Judge of Probate

INDEPENDENT CONTRACTOR ENGAGEMENT AGREEMENT FOR THE PROVISION OF PERSONAL OR PROFESSIONAL SERVICES

The Montgomery County Commission and the Judge of Probate hereby enters into an Independent Contractor Engagement Agreement for the Provision of Personal or Professional Services with Marjorie Smith.

Marjorie Smith is to perform voter education programs in conjunction with the Montgomery Election Center during the remaining months of fiscal year 2009. A calendar and detailed listing of all voter education efforts, initiatives, programs and activities along with a weekly journal will be provided to Trey Granger, Director of Elections.

This Agreement is intended for a period not to exceed six (6) months, to begin April 1, 2009, and terminate September 30, 2009, with an option to extend the Engagement Agreement for an additional three (3) months at \$3,000 per month.

So long as this Agreement remains in effect, the Montgomery County Commission will pay Ms. Marjorie Smith \$18,000 for the six (6) month term, to be payable in equal monthly installments, contingent upon submission by Marjorie Smith of monthly invoices and status reports in an acceptable form to the Probate Judge. This Engagement Agreement will be paid from the Election Center's budget.

This Contract may be terminated by either party for any reason, at any time during the term of this agreement, for the convenience of either party, with or without cause, by giving thirty (30) days written notice to the other party.

4/2/09
Date

Marjorie Smith
Marjorie Smith

Date

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

4-2-09
Date

Reese H. McKinney, Jr.
Reese H. McKinney, Jr.
Judge of Probate

1111 Airbase Blvd. P.O. 9219
Montgomery, Ala. 36108

**Montgomery County
Juvenile Court**

Agenda

SEP 27 2010

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 9/16/2010

Re: YMCA Contract

Please place the attached Contract for the after school program for at-risk youth with The Cleveland Avenue YMCA on the next County Commission formal agenda. This is the contract that is a follow up to the contract on the last agenda with the Alabama Department of Youth Services. They give us the Grant money to contract with the YMCA. This is no cost to the County. Thank you for your consideration in this matter.

**Agreement between the Montgomery County Commission, and
The Montgomery YMCA for After-School Services**

The Montgomery County commission wishes to contract with the YMCA, specifically the Cleveland Avenue Branch, to provide an after-school program for at-risk youth in Montgomery County.

This project shall start on August 1, 2010, and be completed by September 30, 2011. Total payments to the YMCA for contractual services for this project will be \$50,000 paid upon invoice by the YMCA.

The Montgomery County commission will pay the Contract Amount after the related Grant Funds are received from the Alabama Department of Youth Services.

To facilitate this project, The Cleveland Avenue Branch of the YMCA agrees to:

To provide financial assistance to enhance and expand after-school programs for at-risk students in the Montgomery area. These programs are intended to divert youth from commitment to the Department of Youth Services.

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

Date

Willie R. Jones
Director, Cleveland Avenue, YMCA

Date

Robert H. McGaughey
President/CEO, Montgomery YMCA

Date

Bruce Howell
Chief Probation Officer
Montgomery County Youth Facility

Date

9/16/2010

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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

SEP 27 2010

September 27, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

NC-2010-127: Montgomery County Construction Programs Fund, Number 206, for
Funding Professional Services Contract for Architectural Services –
\$25,000 (Polizos)

DLM/tll

Agenda
SEP 27 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: September 22, 2010

RE: Invitation to Bid No. 52110-10B-031,
Installation of Concrete, Fence and Canopy

Request approval of award on the above referenced Invitation to Bid to MECO, Inc. for the amount of \$25,771.00, be placed on the agenda for the County Commission meeting on September 27, 2010. (copy of spreadsheet attached)

Coordination of award made with Mr. Tommy Lawrence of TCU Consulting Services, LLC and Mr. John A. Mitchell, Sr., Deputy Administrator. (letter attached)

Your help with this matter is appreciated.

Attachment



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

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

September 22, 2010

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

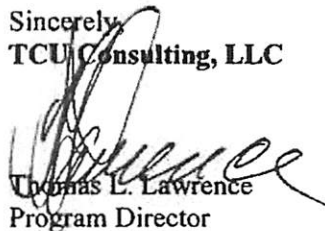
Re: MCC K-9 Facility

Dear John:

I have reviewed the bids received for the canopy, fence and concrete at the K9 Facility. There were three bids received on the project with MECO being the lowest responsible bidder at \$25,771.00. It is my recommendation that the County Commission approve the bid and enter into a contract with MECO.

Do not hesitate to call if you have any questions.

Sincerely,
TCU Consulting, LLC



Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch

Purchasing Department

[illegible]

14-3

JANET BUSKEY
REVENUE COMMISSIONER

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

ALLYSON HOLLAND
CHIEF CLERK

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



Agenda

SEP 27 2010

2010 AUG 18 AM 7:25

MONTGOMERY COUNTY
COMMISSIONER

MEMORANDUM

TO: Donnie Mims
FROM: Janet Buskey *JB*
Revenue Commissioner
DATE: August 17, 2010
RE: Position Fill Requests

I am requesting to fill the vacant positions of Customer Service Clerk in the Mobile Highway office and Clerk Typist II in our main office. Our Customer Service Clerk position was recently vacated and the Clerk Typist II is retiring effective September 1, 2010, so these positions are included in our current budget. As you know, the property tax collection season will begin October 1st with the mail out of tax bills and we would like to fill these positions as soon as possible.

Additionally, I would like to request a position of Customer Service Clerk for the Appraisal office. This position would serve as a receptionist for the Appraisal Department. Previously we had a Clerk III working as a receptionist, but she has moved into our Personal Property section due to a shortage in workforce due to retirements. I am currently in the process of re-classifying her position to that of an Appraisal/Mapping Editor.

Please include these requests on the agenda for the August 23, 2010 Commission meeting. If you have any questions, please feel free to contact me.

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

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

15-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Revenue Commissioner**

DEPARTMENT HEAD: **Janet Y. Buskey**

SUPERVISOR: **Chief Appraiser**

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 **Customer Service Clerk**

POSITION NUMBER

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414- 34,753)**

Janet Y. Buskey
Department Head *a.H.*

Date 8/17/2010

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 _____

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner

DEPARTMENT HEAD: Janet Y. Buskey

SUPERVISOR: Allyson G. Holland

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 Clerk Typist II

POSITION NUMBER 800012021

PROPOSED EFFECTIVE DATE ASAP

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A03 (24,414- 34,753)

Janet Y. Buskey a.k.
Department Head

Date 8/17/2010

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 _____

ORIGINAL

Agenda

SEP 27 2010

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner

DEPARTMENT HEAD: Janet Y. Buskey

SUPERVISOR: Allyson G. Holland

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 Customer Service Clerk

POSITION NUMBER 800016019

PROPOSED EFFECTIVE DATE ASAP

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A03 (24,414- 34,753)

Janet Y. Buskey
Department Head a.h.

Date 8/17/2010

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 _____



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

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



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

Agenda

SEP 27 2010

2010 SEP 22 AM 10:18
MONTGOMERY COUNTY
COMMISSION

September 20, 2010

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Legal Support Assistant Position Fill Request

Dear Chairman Dean:

An opening has been created in my office because of the resignation of a Legal Support Assistant. Daryl Bailey and Rhonda Cape spoke to the Commission about this at the information session on September 13.

Last year, we experienced a 31% increase in cases. Coupled with the additional work required by specialty courts like the drug and mental health courts, my staff continues to do more without additional assistance. Our legal support assistants are critical members in our prosecutorial efforts and not approving this position would create an undue hardship.

I ask the Commission to approve this position fill request for a Legal Support Assistant at the Commission meeting on September 27, 2010. The position is in our general fund budget.

Thank you for your favorable consideration in this matter.

Sincerely,

Eleanor I. Brooks
District Attorney

cc: Donnie Mims, County Administrator

**DISTRICT ATTORNEY
POSITION FILL REQUEST**

DEPARTMENT HEAD: Ellen Brooks

SUPERVISOR: Rhonda B. Cape

POSITION TITLE: Legal Support Assistant

POSITION NO: 400012008

PROPOSED EFFECTIVE DATE: 9/27/10

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ OPEN

☐ TRANSFER

☐ PROMOTION

☒ PROMOTION/TRANSFER

PAY GRADE: A05-01

SALARY RANGE: \$30,785-\$43,823

Pay step to be based upon the following rules:

☐ Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

☐ Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

Funding

3 SELECTEE: _____

Date:

Appointing Authority Signature – District Attorney Office

4 ☐ Manpower data entered by: _____

Date:

☐ Payroll entered by: _____

Date:

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 22, 2010
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bessemer, AL
Departure Date: October 18, 2010 Return Date: October 22, 2010
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Property Tax Training/Certification Class
AL IIA: Appraisal Manual (Res/Agr)

Traveler (s) Name: 1. Allyson Holland 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$821.00 Advance Registration Required: \$225.00

Department Name: Revenue Fund Name: General Fund

Additional Comments: Cost includes registration, mileage, lodging and travel.

All costs will be paid from the 2011 budget

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$821.00 and advance registration of \$225.00 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>\$0.00</u>	
Budget Available:	<u>\$3,400.00</u>	
Current Requests:	<u>\$821.00</u>	
Budget Balance:	<u>\$2,579.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/22/2010

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 7, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: October 8, 2010 Return Date: October 8, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend "ALTIST 2010 Annual CRE UPDATE" Course REQUIRED to maintain standing as a Certified Revenue Examiner. The course is sponsored by the ACCA and administered by the AU Center for Governmental Services.

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

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

Total (est.) Cost: \$220.00 Advance Registration Required: \$220.00

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

Additional Comments: Attendees receive credit for 8 hours Continuing Professional Education.

To: Larry R. Curvin, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the approximate amount of \$220.00 and advance registration of \$220.00 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>\$7,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$7,000.00</u>	
Current Requests:	<u>\$220.00</u>	
Budget Balance:	<u>\$6,780.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

19-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 2

Date: September 14, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: November 3, 2010 Return Date: November 5, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend ALTIST Course III: Understanding Laws and Regulations Governing Local Government Revenue. This will be the 2nd of four such ALTIST courses for this new auditor. This course will augment the on the job training received.

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$625.00 Advance Registration Required: \$225.00

Department Name: Tax & Audit Fund Name: General Fund 00151800265

Additional Comments: Registration is \$225. The training course will provide 20 hours continuing professional education. Other travel costs are per MCC policy.

To: Larry R. Curvin

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the approximate amount of \$625.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$7,000.00

Approved Requests: \$0.00

Budget Available: \$7,000.00

Current Requests: \$845.00

Budget Balance: \$6,155.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

19-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 14, 2010
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Horizons - Birmingham, AL
Departure Date: October 4, 2010 Return Date: October 8, 2010
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Updating Your Network Infrastructure And Active Directory Technolgy Skills
To Windows Server 2008

Traveler (s) Name: 1. Michael Nummy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$560.00 Advance Registration Required: _____

Department Name: Information Systems Fund Name: _____

Additional Comments: Estimated total travel distance = 920 miles X \$0.50/mile = \$460.00
Meals @ \$20.00/day (lunch only) X 5 days = \$100.00
No registration fee - using training vouchers from Microsoft agreement

To: Lou Ialacci

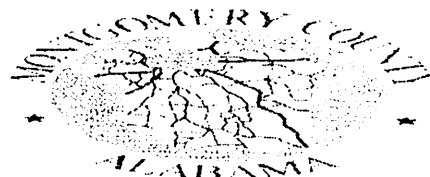
From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$560.00 and advance registration of \$0.00 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>\$25,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$25,000.00</u>	
Current Requests:	<u>\$560.00</u>	
Budget Balance:	<u>\$24,440.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 47

Date: September 23, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, AL
Departure Date: October 17, 2010 Return Date: October 22, 2010
Conference Leave (Days / Hours): 6 days
Purpose of Travel: 22nd Annual Southeastern Law Enforcement Executive Development Seminar

Traveler (s) Name: 1. Lt. Scott Cone 4. Sgt. Jessie Oliver
2. 5.
3. 6.

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$700.00

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

Additional Comments: Request Special Approval. Registration out of FY2010. Expenses out of FY2011.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$700.00 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>\$20,000.00</u>	
Approved Requests:	<u>\$16,766.18</u>	
Budget Available:	<u>\$3,233.82</u>	
Current Requests:	<u>\$715.01</u>	
Budget Balance:	<u>\$2,518.81</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/23/2010

cc: Finance Director / Buyer

19-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 23

Date: Sept. 16, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Wynfrey Hotel, Hoover, Alabama
Departure Date: October 13, 2010 Return Date: October 15, 2010
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Mental Health Court Initiative Conference

Traveler (s) Name: 1. Dr. Warren Brantley 4. Linda Parsley-Engle
2. Michael Provitt 5. Patricia Strickland
3. Wanda Anderson 6. Josh Jones

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

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

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: Entire cost is paid for by the Administrative Office of Courts

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$5,000.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 11

Date: September 17, 2010
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Marriott Legends in Prattville, AL
Departure Date: November 15, 2010 Return Date: November 16, 2010
Conference Leave (Days / Hours): 2 days / 16 hrs.
Purpose of Travel: Attend the Engineers Fall Meeting

Traveler (s) Name: 1. George C. Speake 4. _____
2. James M. Kelley 5. _____
3. _____ 6. _____

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

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

Department Name: Engineering Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$750.00</u>
Approved Requests:	<u>\$575.00</u>
Budget Available:	<u>\$175.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$75.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 15

Date: September 17, 2010
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn University, Montgomery
Departure Date: October 12, 2010 Return Date: October 12, 2010
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend The Crooks are Getting Smarter-2010

Traveler (s) Name: 1. Derrin McNear 4. Edgar Wilson
2. Steve Tate 5. Charlie Martin
3. ReBecca Johnson 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,500.00</u>
Approved Requests:	<u>\$15,080.81</u>
Budget Available:	<u>\$419.19</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$419.19</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 16

Date: September 22, 2010
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel and Spa 800 Monroe St. Huntsville, AL 35801
Departure Date: October 13th, 2010 Return Date: October 15, 2010
Conference Leave (Days / Hours): three days
Purpose of Travel: To attend the Alabama Council Crime and Delinquency Fall Workshop

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

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

Total (est.) Cost: \$550.00 Advance Registration Required: \$75.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$550.00 and advance registration of \$75.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,500.00</u>
Approved Requests:	<u>\$15,080.81</u>
Budget Available:	<u>\$419.19</u>
Current Requests:	<u>\$75.00</u>
Budget Balance:	<u>\$344.19</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/22/2010

cc: Finance Director / Buyer

19-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 44

Date: September 20, 2010
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: October 26, 2010 Return Date: October 29, 2010
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Alabama District Attorney Child Support Association 2010 Conference

Traveler (s) Name: 1. Thomas Fields 4. Linda Carter
2. Joyce Lynch 5. _____
3. Elizabeth Jackson 6. _____

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

Total (est.) Cost: \$3,462.00 Advance Registration Required: \$950.00

Department Name: District Attorney Child Support Fund Name: 775-56120-265

Additional Comments: Registration Only Paid in FY 2010

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

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$3,462.00 and advance registration of \$950.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>775-56120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,550.00</u>	
Approved Requests:	<u>\$2,302.96</u>	
Budget Available:	<u>\$1,247.04</u>	
Current Requests:	<u>\$950.00</u>	
Budget Balance:	<u>\$297.04</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/21/2010

cc: Finance Director / Buyer

19-10

Agenda

SEP 27 2010

**Agenda Item Number 20 – Consider Resolution Regarding an Increase of Privilege Tax upon
Businesses that Rent Transient Lodging within Montgomery County,
County Commission**

**A Resolution Regarding this Agenda Item will be Provided During Monday's County
Commission Meeting.**