

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

September 26, 2011

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Finance Director Sherrill Thomas
Manager Myles Mayberry, III, with Alabama State University Demographic Research
Services and Director of Elections Justin Aday
Grant Writer Sara Byard with Central Alabama Regional Planning and Development
Commission

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 12, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

RESOLUTIONS:

Consider Resolution Proclaiming the Month of October as Domestic Violence Awareness Month

NEW BUSINESS:

1. Public Comment Proposed Regarding 2011-2012 Operating Budget and Construction Programs Budget, County Commission
2. Consider Proposed 2011-2012 Operating Budget and Construction Programs Budget, County Commission
3. Consider Resolution Regarding GASB 54 Fund Balance Reporting Policy, County Commission
4. Consider Resolution Regarding GASB 54 Fund Balance Commitments, County Commission
5. Consider Authorization of Transfer from Fiduciary Fund to General Fund, County Commission
6. Consider Board Member Reappointments to the Joint Public Charity Hospital Board, County Commission
7. Consider Addendum to Contract, Parts 1, 2, and 3, with E-Ring, Inc., and the City of Montgomery, Regarding Software for the Montgomery County "Property Tax Administration System", Appraisal Department
8. Consider Renewal of Seven (7) E.V.E.N. Domestic Violence Program Professional Services Contracts, Community Corrections
9. Consider Professional Services Contract with Melba Turner, Ph.D., for Substance Abuse Assessment Services, Community Corrections
10. Consider "Public Authority Letter" to Bureau of Indian Affairs Granting Permission for the Poarch Band of Creek Indians to Include Dozier Road and Wares Ferry Road on its Indian Reservation Roads Inventory, Engineering Department
11. Consider Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Youth Facility, Youth Facility
12. Consider Contract with Southeastern Psychiatric Management, Inc., Regarding Services for a Community Based Alternative Program, Youth Facility
13. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

14. Consider Bid Award for Computer Hardware and Software, Bid Number 51500-11B-027, Appraisal Department
15. Consider Amendment Number 4 to Contract for Sheriff's Office Uniforms, Contract Number 52110-08B-053, Sheriff's Office
16. Consider Position Fill Requests for One Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be Determined, and One Deputy Sheriff Corporal, Position Number 022, Sheriff's Office
17. Consider Travel/Training Requests (11)

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

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 26, 2011

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 10, 2011

County Holiday (Columbus Day/American Indian Heritage Day)

OCTOBER 11, 2011

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 24, 2011

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 7, 2011

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, 2011

County Holiday (Veterans Day)

NOVEMBER 21, 2011

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 24, 2011

County Holiday (Thanksgiving Day)

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Web and Database Specialist – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit 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 1 Dept. District Attorney Level 1 – District Attorney's Child Support Unit
Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 11 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Stores Clerk 1 – 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 2 District Maintenance Superintendents #1 – Engineering Department
Fill action continues for 1 Clerk IV – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 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 GIS Coordinator – Reappraisal Department
Fill action continues for 1 Appraisal Mapping Editor I – Reappraisal Department
Fill action continues for 1 Appraisal Mapping Editor II – Reappraisal Department
Fill action continues for 1 Commercial/Industrial Appraiser – Reappraisal Department
Fill action continues for 1 Chief Appraiser – Reappraisal Department
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Food Service Supervisor – Youth Facility

September 26, 2011

09-26-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-16-11

Check Number	To	Check Number
219681		219780
Total Checks Paid		\$1,006,755.91

CHECK #	PAYEE	AMOUNT	DATE
219680	Ben Atkinson Motors, Inc.	\$17,158.00	09/13/11

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

09-26-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-16-11

Check Number	To	Check Number
219781		219884
Total Checks Paid		\$267,218.14

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

09-26-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-23-11

Check Number	To	Check Number
219885		219970
Total Checks Paid		\$307,201.98

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

Agenda

SEP 26 2011

09-26-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-23-11

Check Number	To	Check Number
219971		220091
Total Checks Paid		\$647,630.94

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
9/23/2011**

Payroll Check Number	109923	To	Payroll Check Number	110053	\$ 98,719.52
Direct Deposits					\$ 805,665.02
Payroll Check Number	110054	To	Payroll Check Number	110079	\$ 264,516.50
Direct Deposits					\$ 318,010.63
Federal Deposits					\$ 307,600.89
Total Payroll Paid					\$ 1,794,512.56

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

RESOLUTION

WHEREAS, domestic violence is a serious health, social and economic problem in the United States, impacting one-in-four women in a lifetime; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers; and

WHEREAS, domestic violence is a crime, and violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, witnessing domestic violence in their homes leaves children with wounds that can last a lifetime, often causing poor performance in school, increased emotional and other health problems, and behavior problems that often lead to legal problems and/or incarceration; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, this county and beyond, and take a tremendous economic toll on government systems and helping agencies; and

WHEREAS, according to a report released by the Alabama Criminal Justice Information Center, the Family Violence in Alabama 2006-2010 report, 6.4 offenses per day involving family violence were reported in Alabama between 2006 and 2010.

NOW, THEREFORE, BE IT RESOLVED that in recognition of the harmful impacts of domestic violence on our families and community, and the efforts of those working to combat this issue, we do hereby proclaim the month of October to be Domestic Violence Awareness Month in Montgomery County, Alabama and urge all citizens to actively participate in efforts to improve victim safety and hold perpetrators of domestic abuse accountable for their actions against individual victims and society as a whole.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on
this, the 26th day of September, 2011.

Montgomery County, Alabama

Fiscal Year 2011-2012 Budget



Montgomery County Commission

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 2011-2012

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, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 66,810,188	\$ 66,810,188
Emergency Fund	30,000	30,000
Workers' Compensation Fund	356,000	356,000
Health Trust Fund	8,944,500	8,944,500
R.E. Life Ins. Fund	66,115	66,115
Liability Fund	426,500	426,500
Gasoline Tax Fund	9,340,110	9,025,696
Public Buildings/Roads/Bridges Fund	6,420,000	7,892,667
Public Highways & Traffic Fund	395,000	400,000
Capital Improvement	558,000	565,000
RRR Gasoline Tax Fund	1,940,000	2,320,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	3,212,541	3,212,541
Merit System Fund	1,245,193	1,245,193
Community Corrections	856,419	856,419
Grant Fund	1,504,000	2,004,000
Special Index Fund	201,303	322,716
G.O. Warrants - 2010 Fund	1,237,200	1,237,200
G.O. Warrants - 2007 Fund	3,616,183	3,616,183
Less: Fund transfer elimination	(14,615,723)	(14,615,723)
TOTAL	\$ 93,054,863	\$ 95,226,529
ADD: BUDGETARY FUND BALANCE		
Gasoline Tax Fund	(314,414)	
Public Buildings/Roads/Bridges Fund	1,472,667	
Public Highways & Traffic Fund	5,000	
Capital Improvement Fund	7,000	
RRR Gasoline Tax Fund	380,000	
Grant Fund	500,000	
Special Index Fund	121,413	
TOTAL BUDGETARY FUND BALANCE	2,171,666	
PROPOSED BUDGET	\$ 95,226,529	\$ 95,226,529

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds
Special Index Fund

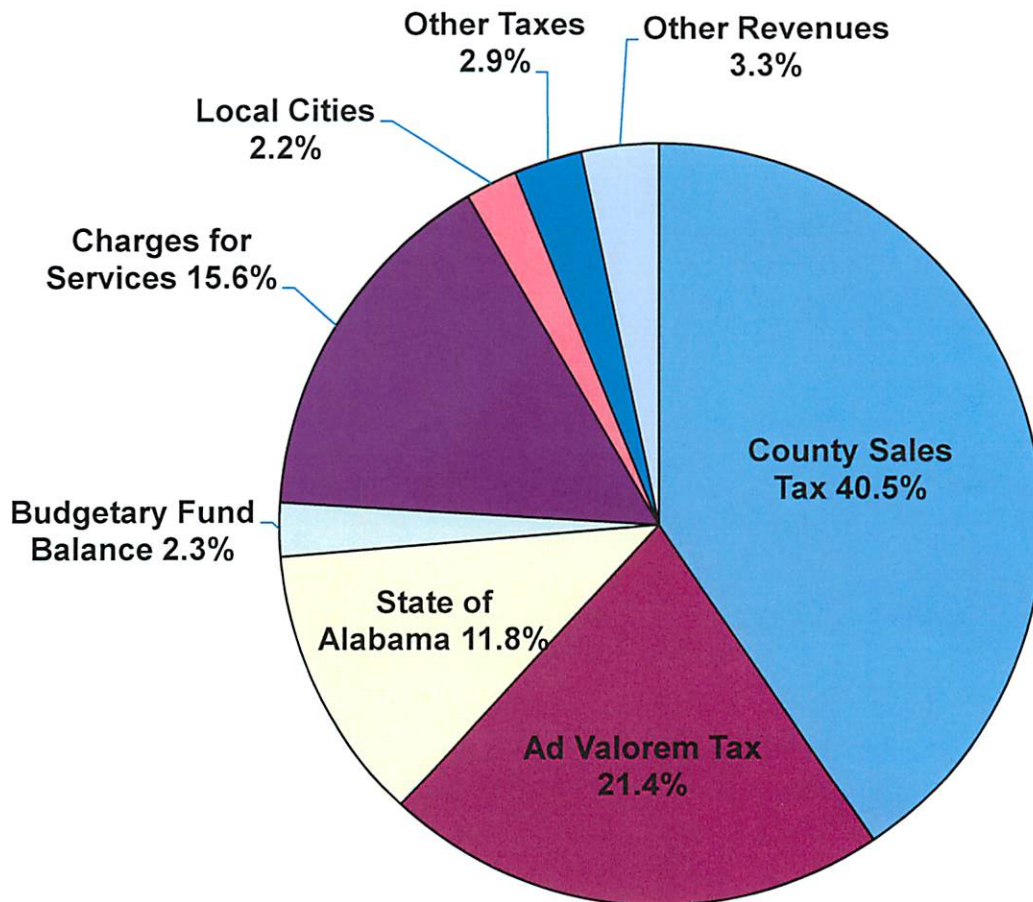
**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

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

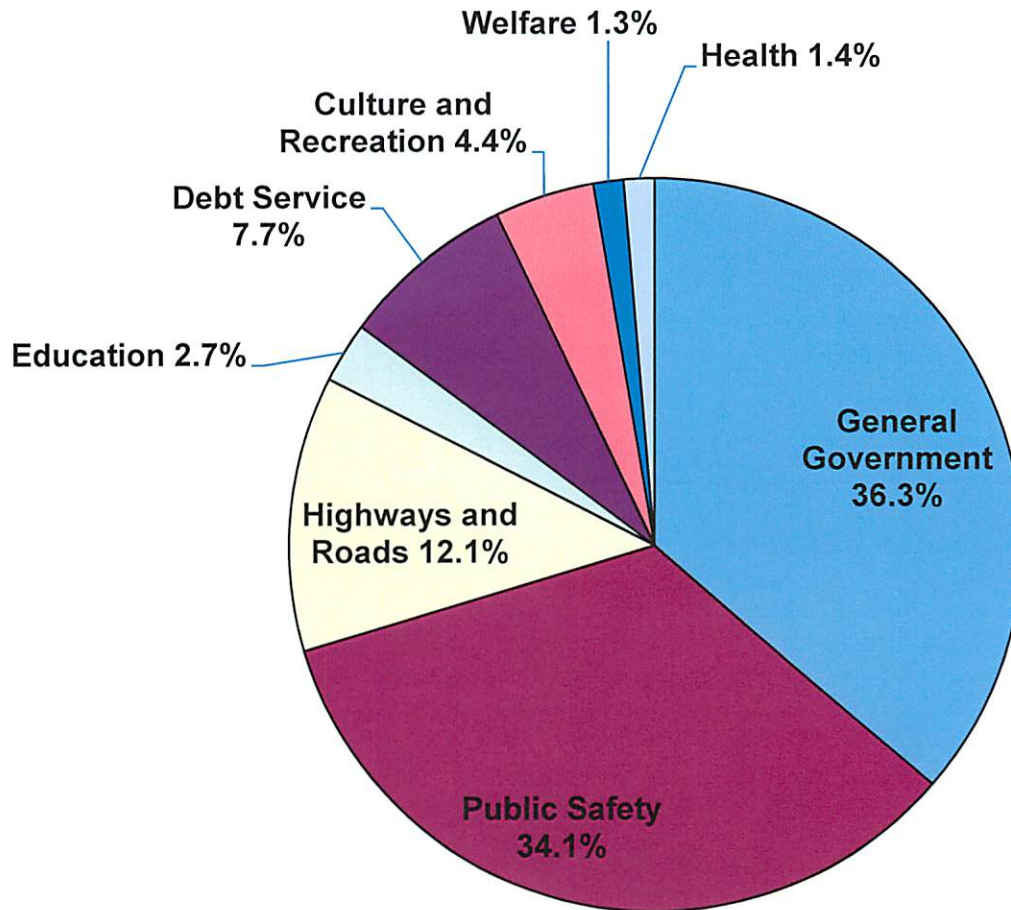
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2011-2012

Type	Percentage	Total
County Sales Tax	40.5%	\$ 38,600,000
Ad Valorem Tax	21.4%	20,385,186
State of Alabama	11.8%	11,201,168
Budgetary Fund Balance	2.3%	2,171,666
Charges for Services	15.6%	14,840,618
Local Cities	2.2%	2,117,015
Other Taxes	2.9%	2,773,465
Other Revenues	3.3%	3,137,411
Miscellaneous		1,673,389
Interest		119,200
Licenses and Permits		539,540
Board of Education		756,232
Fines and Forfeitures		23,000
Federal Cost Sharing		26,050
	<u>100.00%</u>	<u>\$ 95,226,529</u>



**Montgomery County Commission
Appropriations
2011-2012**

Type	Percentage	Total
General Government	36.3%	\$ 34,564,021
Public Safety	34.1%	32,489,203
Highways and Roads	12.1%	11,507,030
Education	2.7%	2,532,230
Debt Service	7.7%	7,335,433
Culture and Recreation	4.4%	4,211,019
Welfare	1.3%	1,279,605
Health	1.4%	1,307,988
	100.00%	\$ 95,226,529



**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

MONTGOMERY COUNTY COMMISSION

2011 - 2012 BUDGET

GENERAL FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	13,210,000
County Sales Tax		38,600,000
Salaries for Revenue Commissioner		245,365
County Beer Tax		208,000
County Wine Tax		4,800
Lodging Tax		1,650,000
Other Tax		665,300
TOTAL TAXES		<u>54,583,465</u>

LICENSE & PERMITS

479,540

INTERGOVERNMENTAL

State Shared Revenue	1,671,820
State Cost Sharing Revenue	2,428,957
Federal Cost Sharing	26,050
City Cost Sharing	118,000
TOTAL INTERGOVERNMENTAL	<u>4,244,827</u>

CHARGES FOR SERVICES

Court Fees	554,000
Fees & Commissions - Public Officials	3,957,300
Miscellaneous Fees & Charges	71,000
TOTAL CHARGES FOR SERVICES	<u>4,582,300</u>

FINES AND FORFEITURES

23,000

MISCELLANEOUS

Interest	43,000
Sales & Rentals	689,683
Other	671,706
TOTAL MISCELLANEOUS	<u>1,404,389</u>

TRANSFERS IN FROM OTHER FUNDS

1,492,667

TOTAL ESTIMATED REVENUES

\$ 66,810,188

MONTGOMERY COUNTY COMMISSION**2011 - 2012 BUDGET****GENERAL FUND****APPROPRIATIONS****GENERAL GOVERNMENT**

County Commission	\$	795,498
Risk Management		181,971
Public Affairs		90,118
Finance Department		480,716
Judges		472,788
Domestic Relations Court		3,000
Circuit Clerk		30,480
District Clerk		2,000
District Attorney		2,523,835
Pre-Trial/District Attorney		687,430
Court Reporters		204,516
Court Administrators		700
Probate Judge's Office		3,207,181
Revenue Commissioner		1,252,502
Tax and Audit Division		694,785
Support Services		3,399,128
Building Permits		35,137
Election Operating		159,287
Election Administration		431,250
Board of Registrars		267,162
Tax Equalization Board		5,824
Veterans Service Office		1,100
Forestry Commission		12,150
Central Alabama Opportunities Industrialization Center, Inc.		8,750
Envision 2020		15,000
Industrial Park Utilities/Maintenance		40,550
Industrial Development		141,000
Information Systems		2,014,870
Contingent		25,000
Unemployment Compensation		32,500
TOTAL GENERAL GOVERNMENT	\$	<u>17,216,228</u>

PUBLIC SAFETY

Sheriff's Office		12,176,276
Montgomery County Detention Facility		14,617,511
Montgomery City-County Emergency Management Agency		109,829
Coroner's Office		138,780
Youth Facility Net of City Funding		2,527,877
Youth Facility - DYS Subsidy		625,511
Youth Facility - DYS Boot Camp		588,000
Crimestoppers		5,000
Montgomery County Association of Volunteer Fire Departments		190,000
TOTAL PUBLIC SAFETY	\$	<u>30,978,784</u>

SANITATION- Transfer Station & Storm Water Permit	\$	<u>113,042</u>
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**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

GENERAL FUND

HEALTH

Health Department	460,941
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	51,362
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,307,988

WELFARE

Transfer of Insane	7,550
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	30,000
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 366,563

CULTURE & RECREATION

City - County Library	1,991,128
Pike Road Library net of Town of Pike Road funding	91,407
Montgomery Museum of Fine Arts	1,508,819
Montgomery County Recreation Board	429,978
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	\$ 4,161,019

**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 405,687
Board of Education	440,000
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>1,109,388</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	1,026,933
In-House Appropriations-Retiree Health & Life Insurance	1,225,560
Reclassification Reserve	(400,000)
Montgomery Building Authority 2006 Capital Lease Obligation	4,339,892
Agency Appropriations-General Government Category	891,735
TOTAL CLASSIFIED BY CHARACTER ONLY	<u>7,084,120</u>

TOTAL APPROPRIATIONS	\$ 62,337,132
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TRANSFERS

To Community Corrections Fund	329,419
To Merit Fund	290,254
To General Obligation Warrant Debt Service Funds	3,853,383
TOTAL TRANSFERS	<u>4,473,056</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$ <u>66,810,188</u>
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EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 30,000
TOTAL ESTIMATED REVENUES	<u>\$ 30,000</u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ 30,000
TOTAL APPROPRIATIONS	<u>\$ 30,000</u>

**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$	342,000
Other reimbursements		12,500
Interest		1,500
TOTAL ESTIMATED REVENUES	\$	<u><u>356,000</u></u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$	356,000
TOTAL APPROPRIATIONS	\$	<u><u>356,000</u></u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$	8,943,000
Interest		1,500
TOTAL ESTIMATED REVENUES	\$	<u><u>8,944,500</u></u>

APPROPRIATIONS

Health Care Costs	\$	8,944,500
TOTAL APPROPRIATIONS	\$	<u><u>8,944,500</u></u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$	65,915
Interest		200
TOTAL ESTIMATED REVENUES	\$	<u><u>66,115</u></u>

APPROPRIATIONS

Death Benefit Payments	\$	66,115
TOTAL APPROPRIATIONS	\$	<u><u>66,115</u></u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$	419,000
Interest		7,500
TOTAL ESTIMATED REVENUES	\$	<u><u>426,500</u></u>

APPROPRIATIONS

Liability Ins. Costs	\$	426,500
TOTAL APPROPRIATIONS	\$	<u><u>426,500</u></u>

**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,621,500
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	106,610
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MISCELLANEOUS

Other	212,000
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TOTAL MISCELLANEOUS	212,000
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TOTAL ESTIMATED REVENUES	\$ 1,940,110
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TRANSFERS

From Public Highway & Traffic Fund	400,000
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From Public Building/Roads/Bridges	7,000,000
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TOTAL TRANSFERS	7,400,000
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TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ 9,340,110
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Budgetary Fund Balance	(314,414)
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TOTAL ESTIMATED REVENUES, BUDGETARY FUND BALANCE & TRANSFERS	\$ 9,025,696
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APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,701,280
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District I	1,438,575
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District II	1,599,760
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District III	1,916,804
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County Engineer's Office	918,185
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County Shop	639,310
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Bridge Maintenance	456,782
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Environmental Cleanup	5,000
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TOTAL APPROPRIATIONS	\$ 8,675,696
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TRANSFERS

To Severance Materials Tax Fund	350,000
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TOTAL APPROPRIATIONS & TRANSFERS	\$ 9,025,696
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**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,400,000
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MISCELLANEOUS

Interest		20,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,420,000</u>
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Budgetary Fund Balance		<u>1,472,667</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,892,667</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	7,000,000
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To General Fund		892,667
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TOTAL TRANSFERS	\$	<u>7,892,667</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,892,667</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	60,000
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State Shared Revenue		265,000
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Charges for Services		70,000
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TOTAL ESTIMATED REVENUES	\$	<u>395,000</u>
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Budgetary Fund Balance		<u>5,000</u>
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TOTAL ESTIMATED REVENUES, BUDGETARY FUND BALANCE & TRANSFERS	\$	<u><u>400,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	400,000
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TOTAL TRANSFERS	\$	<u><u>400,000</u></u>
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CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	550,000
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Interest		8,000
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TOTAL ESTIMATED REVENUES	\$	<u>558,000</u>
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Budgetary Fund Balance		<u>7,000</u>
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$	<u><u>565,000</u></u>
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APPROPRIATIONS

Debt Service	\$	<u>565,000</u>
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TOTAL APPROPRIATIONS	\$	<u><u>565,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 390,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	941,500
5 cent Gasoline Tax	460,000
Additional excise tax	28,400
TOTAL STATE SHARED REVENUES	\$ 1,934,900

MISCELLANEOUS

Interest	\$ 5,100
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TOTAL ESTIMATED REVENUES

	\$ 1,940,000
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Budgetary Fund Balance

	380,000
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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

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 161,334
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TRANSFERS

From Gasoline Tax Fund	350,000
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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
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APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 637,047
Montgomery County	775,186
Board of Education	756,232
Local Cities	1,044,076
TOTAL ESTIMATED REVENUES	\$ 3,212,541

APPROPRIATIONS

General Government	\$ 3,212,541
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TOTAL APPROPRIATIONS	\$ 3,212,541
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**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 954,939
TRANSFERS	
Transfer from General Fund	290,254
TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ <u>1,245,193</u>

APPROPRIATIONS	
General Government	\$ 1,245,193
TOTAL APPROPRIATIONS	\$ <u>1,245,193</u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 320,000
Client Fees	207,000
TOTAL ESTIMATED REVENUES	\$ <u>527,000</u>
TRANSFERS	
Transfer From General Fund	329,419
TOTAL ESTIMATED REVENUES	\$ <u>856,419</u>
APPROPRIATIONS	
Public Safety	\$ 856,419
TOTAL APPROPRIATIONS	\$ <u>856,419</u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	1,504,000
TOTAL ESTIMATED REVENUES	\$ <u>1,504,000</u>
Budgetary Fund Balance	500,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ <u>2,004,000</u>
APPROPRIATIONS AND TRANSFERS OUT	
Grant Appropriations	\$ 1,504,000
Transfer to General Fund	500,000
TOTAL APPROPRIATIONS AND TRANSFERS OUT	\$ <u>2,004,000</u>

**MONTGOMERY COUNTY COMMISSION
2011 - 2012 BUDGET**

SPECIAL INDEX FUND

ESTIMATED REVENUES	
Charges for Service	\$ 198,903
MISCELLANEOUS	
Interest	2,400
TOTAL ESTIMATED REVENUES	\$ 201,303
Budgetary Fund Balance	121,413
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 322,716
APPROPRIATIONS	
General Government	\$ 322,716
TOTAL APPROPRIATIONS	\$ 322,716

GENERAL OBLIGATION WARRANTS 2010-A

TRANSFERS	
Transfer from General Fund	\$ 1,237,200
TOTAL TRANSFERS	\$ 1,237,200
APPROPRIATIONS	
Principal	\$ 700,000
Interest	537,200
TOTAL APPROPRIATIONS	\$ 1,237,200

GENERAL OBLIGATION WARRANTS 2007

REVENUE AND TRANSFERS	
Transfer from General Fund	\$ 3,616,183
TOTAL REVENUE AND TRANSFERS	\$ 3,616,183
APPROPRIATIONS	
Principal	\$ 1,820,000
Interest	1,796,183
TOTAL APPROPRIATIONS	\$ 3,616,183

Montgomery County Commission
CONSTRUCTION PROGRAMS BUDGET
2012 PROPOSED BUDGET

Revenues

Interest on Checking	\$	2,000
Total Estimated Revenue	\$	2,000

<u>Budgetary Fund Balance</u>	<u>357,500</u>
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Total Estimated Revenues and Budgetary Fund Balance	\$	359,500
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Expenditures

Detention Facility Emergency Transfer Switch	\$	31,500
Courthouse Fire Alarm System		300,000
Carpet-District Court		28,000

Total Expenditures	\$	359,500
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SEP 26 2011

Montgomery County Commission

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

Memo

To: Donnie L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: September 21, 2011
Re: GASB 54 Resolutions

The Governmental Accounting Standards Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that is effective for fiscal year 2011. This standard requires 1) that the County Commission approve a base resolution adopting GASB 54 and approving a Fund Balance Policy complying with the requirements and 2) annually approve a resolution committing applicable fund balances.

Attached are two resolutions for County Commission approval to comply with the GASB 54 requirements for fiscal year 2011.

GASB 54

Fund Balance Reporting Policy

Resolution

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Governmental Accounting Standards; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years beginning after June 15, 2010, and

WHEREAS, the Montgomery County Commission elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the 2011FY ending September 30, 2011; and

NOW THEREFORE BE IT RESOLVED THAT the Montgomery County Commission does hereby adopt the following Fund Balance Policy:

FUND BALANCE POLICY

Fund balance measures the net financial resources available to finance expenditures of future periods. Under GASB Statement 54, fund balance is composed of the following:

- Nonspendable** (inventories, prepaid items, etc.)
- Restricted** (Gas Taxes, Grant Revenues, etc.)
- Committed** (Jail Construction, Major Road Projects, etc.)
- Assigned** (Law Enforcement, Minor Road Projects, Construction etc.)
- Unassigned**

Certain Fund Balance amounts are **Restricted** in accordance with State and Federal laws and are generally held in Special Revenue Funds.

Fund Balance of the County may be **Committed** for a specific purpose by formal action of the Montgomery County Commission. Amendments or modifications of the committed fund balance must also be approved by formal action of the Montgomery County Commission.

Fund Balance may also be **Assigned**. When it is appropriate for fund balance to be assigned, the Commission delegates authority to the Commission Chairman or County Administrator.

Governmental Fund Types include the General Fund, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds. For financial reporting purposes, GASB has clarified the definition of these funds as follows and the Montgomery County Commission hereby adopts the following Fund Balance Policies for each Fund Type:

GENERAL FUND BALANCE POLICY

The General Fund should be used to account for and report all financial resources not accounted for and reported in another fund. The County **General Fund** will maintain sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.

The **Unassigned** General Fund Balance may only be appropriated by resolution of the County Commission.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

SPECIAL REVENUE FUND BALANCE POLICY

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of special revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources also may be reported in the fund if those resources are restricted, committed, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the General Fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

The Montgomery County Commission establishes the 40% rule averaged out over a period of 3 years to determine whether a Fund is considered to be a Special Revenue Fund for reporting purposes. Any "Special Revenue" Fund with Restricted and Committed revenues less than 40% of total inflows shall for reporting purposes be considered a part of the County General Fund, or appropriate Special Revenue Fund. Any fund which ceases to exist as a Special Revenue due to the 40% rule, may be combined with the General Fund or another Special Revenue Fund, if appropriate.

The Montgomery County Commission authorizes the County Administrator to maintain separate funds for various revenues and/or expenditure/department codes for the purposes of providing budgetary and accountability to elected officials and/or departments.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, and lastly assigned fund balance.

CAPITAL PROJECTS FUND BALANCE POLICY

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital Projects Funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, and lastly assigned fund balance.

DEBT SERVICE FUND BALANCE POLICY

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt Service Funds should be used to report resources if legally mandated.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, and lastly assigned fund balance.

DONE THIS THE _____ day of _____, 2011.

SEP 26 2011

Montgomery County Commission

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

Memo

To: Donnie L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: September 21, 2011
Re: GASB 54 Resolutions

The Governmental Accounting Standards Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that is effective for fiscal year 2011. This standard requires 1) that the County Commission approve a base resolution adopting GASB 54 and approving a Fund Balance Policy complying with the requirements and 2) annually approve a resolution committing applicable fund balances.

Attached are two resolutions for County Commission approval to comply with the GASB 54 requirements for fiscal year 2011.

GASB 54

Fund Balance Commitments

Resolution

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Governmental Accounting Standards; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years beginning after June 15, 2010, and

WHEREAS, the Montgomery County Commission desires to commit certain fund balance reserves in compliance with GASB 54 requirements, and to apply such requirements to its financial statements beginning with the 2011FY ending September 30, 2011; and

NOW BE IT RESOLVED that Montgomery County Commission commits the following portions of its September 30, 2011, Fund Balances, as follows:

GENERAL FUND:

- \$ 50,000 is committed for Catoma Community park improvements.
- DHR Rent is committed for DHR Building expenses.
- Workers Compensation Self Insured Account is committed to Workers Compensation Expense and Claims
- Employee Health Insurance Trust Account is committed for Employee/Retiree Health Insurance Plan Costs
- Retiree Life Insurance Account is committed for Retiree Death benefits
- Liability Account is committed for Liability Insurance, claims and related legal expense

CONSTRUCTION PROGRAMS FUND:

- \$359,500 is committed to upgrade the Courthouse fire alarm system, and replace District Court carpet and Detention Facility Emergency transfer switch
- The balance of fund balance is assigned to County construction, equipment and improvement projects

SEVERED MATERIAL SEVERANCE TAX FUND

Available Fund Balance up to \$511,334 is committed to City of Montgomery for payment number 4 under "No Man's Land" agreement.

DONE THIS THE _____ **day of** _____ **2011.**

SEP 26 2011

Montgomery County Commission

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 
Date: September 19, 2011
Re: Fiduciary Fund transfer

The 2011 adopted budget included a \$100,000 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, 2010. The balance of these accounts is \$136,460. I am requesting to transfer \$100,000 from the Fiduciary Fund to the General Fund as per the 2011 budget.

Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00022	Lonnegan, L. R.				AA	12/04/1950	Individual Land Redemptions	\$ 4.50	01
00038	Wright, W.J.				AA	01/05/1953	Individual Land Redemptions	\$ 4.68	01
09818	Reese, Warren S	Montgomery	AL	36104	AA	05/02/1955	Individual Land Redemptions	\$ 3.40	01
00020	Jones, Mary J				AA	06/08/1955	Individual Land Redemptions	\$ 11.31	01
09818	Reese, Warren S	Montgomery	AL	36104	AB	03/04/1957	Individual Land Redemptions	\$ 32.25	01
09818	Reese, Warren S	Montgomery	AL	36104	AC	06/06/1957	Individual Land Redemptions	\$ 33.00	01
09818	Reese, Warren S	Montgomery	AL	36104	AD	09/05/1957	Individual Land Redemptions	\$ 30.50	01
09818	Reese, Warren S	Montgomery	AL	36104	AB	06/15/1959	Individual Land Redemptions	\$ (24.80)	01
09818	Reese, Warren S	Montgomery	AL	36104	AD	06/15/1959	Individual Land Redemptions	\$ (9.75)	01
00037	Winter, Irving	Montgomery	AL	36104	AA	02/05/1960	Individual Land Redemptions	\$ 20.90	01
09818	Reese, Warren S	Montgomery	AL	36104	AE	02/05/1960	Individual Land Redemptions	\$ 22.55	01
09818	Reese, Warren S	Montgomery	AL	36104	AF	02/05/1960	Individual Land Redemptions	\$ 8.70	01
09818	Reese, Warren S	Montgomery	AL	36104	AE	01/16/1961	Individual Land Redemptions	\$ (13.85)	01
09818	Reese, Warren S	Montgomery	AL	36104	AF	01/16/1961	Individual Land Redemptions	\$ (4.80)	01
00019	Jones, George H, Jr.	Registrar, Chancery Court	AL		AA	05/10/1961	Unclaimed Funds	\$ 242.49	40
00013	Farnell, Raymond L	Montgomery			AA	10/13/1961	Individual Land Redemptions	\$ 21.20	01
00030	Perdue, Harry				AA	03/13/1962	Individual Land Redemptions	\$ 7.00	01
00008	Danley, Earle				AA	11/21/1962	Individual Land Redemptions	\$ 16.90	01
00018	James, Sylvester				AA	04/09/1964	Individual Land Redemptions	\$ 79.05	01
00014	Goode, Douglas				AB	05/12/1964	Individual Land Redemptions	\$ 12.40	01
09818	Reese, Warren S	Montgomery	AL	36104	AG	07/09/1964	Individual Land Redemptions	\$ 12.55	01
09818	Reese, Warren S	Montgomery	AL	36104	AH	08/06/1964	Individual Land Redemptions	\$ 11.75	01
00033	Sankey, John A	Probate Judge			AA	09/04/1964	Unclaimed Funds	\$ 2,702.51	40
09818	Reese, Warren S	Montgomery	AL	36104	AI	10/13/1964	Individual Land Redemptions	\$ 14.48	01
09818	Reese, Warren S	Montgomery	AL	36104	AJ	12/14/1964	Individual Land Redemptions	\$ 28.46	01
00015	Graves, Elmer				AA	03/05/1965	Individual Land Redemptions	\$ 11.25	01
00030	Perdue, Harry				AB	04/08/1965	Individual Land Redemptions	\$ 11.91	01
09818	Reese, Warren S	Montgomery	AL	36104	AK	04/08/1965	Individual Land Redemptions	\$ 6.40	01
00024	Matthews, John R	Circuit Court Clerk			AA	05/03/1965	Unclaimed Funds	\$ 825.84	40
09818	Reese, Warren S	Montgomery	AL	36104	AL	05/07/1965	Individual Land Redemptions	\$ 10.65	01
09818	Reese, Warren S	Montgomery	AL	36104	AJ	03/15/1966	Individual Land Redemptions	\$ (14.20)	01
00006	Collins, Bruce	132 South Perry St	AL		AA	04/01/1966	Audit of DC Tax	\$ 9.85	62
00021	Juvenile Court				AA	04/01/1966	Audit of DC Tax	\$ 107.39	62
00029	Perry, Carrie				AA	04/01/1966	Audit of DC Tax	\$ 12.31	62
09818	Reese, Warren S	132 South Perry St	AL	36104	AN	06/10/1966	Individual Land Redemptions	\$ 28.75	01
09818	Reese, Warren S	132 South Perry St	AL	36104	AO	07/13/1966	Individual Land Redemptions	\$ 116.32	01
00024	Matthews, John R	Circuit Court Clerk			AB	04/03/1967	Unclaimed Funds	\$ 312.85	40
00009	De Armond, W.D., Mrs.				AA	04/07/1967	Individual Land Redemptions	\$ 7.60	01
00028	Pake, Lee, Jr.				AA	04/07/1967	Individual Land Redemptions	\$ 26.00	01
09818	Reese, Warren S	132 South Perry St	AL	36104	AP	05/05/1967	Individual Land Redemptions	\$ 8.45	01
00028	Pake, Lee, Jr.				AB	10/10/1967	Individual Land Redemptions	\$ 21.35	01
09818	Reese, Warren S	Montgomery	AL	36104	AP	11/02/1967	Individual Land Redemptions	\$ (3.45)	01
00028	Pake, Lee, Jr.				AC	01/15/1968	Individual Land Redemptions	\$ 42.20	01
09818	Reese, Warren S	Montgomery	AL	36104	AQ	08/14/1968	Individual Land Redemptions	\$ 29.10	01
09818	Reese, Warren S	Montgomery	AL	36104	AR	09/10/1968	Individual Land Redemptions	\$ 25.65	01
09818	Reese, Warren S	Montgomery	AL	36104	AS	12/13/1968	Individual Land Redemptions	\$ 6.10	01

Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
09818	Reese, Warren S	Montgomery	AL	36104	AT	04/10/1969	Individual Land Redemptions	\$ 7.61	01
09818	Reese, Warren S	Montgomery	AL	36104	AU	04/10/1969	Individual Land Redemptions	\$ 13.70	01
09818	Reese, Warren S	Montgomery	AL	36104	AV	04/10/1969	Individual Land Redemptions	\$ 4.57	01
09818	Reese, Warren S	Montgomery	AL	36104	AW	05/01/1969	Individual Land Redemptions	\$ 16.60	01
00032	Probate Judge	Montgomery	AL		AA	07/01/1969	Unclaimed Funds	\$ 3,337.05	40
09818	Reese, Warren S	Montgomery	AL	36104	AX	07/09/1969	Individual Land Redemptions	\$ 3.20	01
09818	Reese, Warren S	Montgomery	AL	36104	AN	07/14/1969	Individual Land Redemptions	\$ (18.70)	01
09818	Reese, Warren S	Montgomery	AL	36104	AO	07/14/1969	Individual Land Redemptions	\$ (83.22)	01
00035	Whitfield, Donald G	Montgomery	AL		AA	08/08/1969	Commission Fee-Probate Judge	\$ 10.00	61
00024	Mathews, John R	Montgomery	AL		AC	08/19/1969	Unclaimed Funds	\$ 369.25	40
09818	Reese, Warren S	Montgomery	AL	36104	AY	11/21/1969	Individual Land Redemptions	\$ 10.00	01
09818	Reese, Warren S	Montgomery	AL	36104	AZ	02/12/1970	Individual Land Redemptions	\$ 5.30	01
09818	Reese, Warren S	Montgomery	AL	36104	BA	04/09/1971	Individual Land Redemptions	\$ 97.33	01
09818	Reese, Warren S	Montgomery	AL	36104	BB	05/11/1971	Individual Land Redemptions	\$ 4.20	01
00028	Pake, Lee, Jr.	Montgomery	AL		AD	07/12/1971	Individual Land Redemptions	\$ 273.00	01
20137	Murphy, Mary	Montgomery	AL	36108	AA	08/16/1971	Individual Land Redemptions	\$ 24.87	01
00019	Jones, George H, Jr.	Montgomery	AL		AB	10/14/1971	Unclaimed Witness Fees	\$ 395.50	21
00024	Mathews, John R	Montgomery	AL		AD	11/18/1971	Unclaimed Funds	\$ 412.70	40
09818	Reese, Warren S	Montgomery	AL	36104	BC	02/17/1972	Individual Land Redemptions	\$ 20.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BD	02/17/1972	Individual Land Redemptions	\$ 6.85	01
00027	Nolan, Joseph Alan	Montgomery	AL		AA	01/19/1974	Individual Land Redemptions	\$ 13.70	01
09818	Reese, Warren S	Montgomery	AL	36104	BE	06/11/1974	Individual Land Redemptions	\$ 18.90	01
00031	Peltaway, Zack	Montgomery	AL		AA	07/11/1974	Individual Land Redemptions	\$ 0.87	01
09818	Reese, Warren S	Montgomery	AL	36104	BF	07/11/1974	Individual Land Redemptions	\$ 27.50	01
00025	Mays, Henry	Montgomery	AL		AA	09/08/1974	Individual Land Redemptions	\$ 11.00	01
00039	Wynn, Ronnie	Montgomery	AL		AA	04/15/1975	Individual Land Redemptions	\$ 37.40	01
00019	Jones, George H, Jr.	Montgomery	AL		AC	08/26/1975	Unclaimed Funds	\$ 5,895.64	40
00005	Cauthen, Harvey	Montgomery	AL		AA	12/22/1975	Individual Land Redemptions	\$ 26.20	01
00007	County Court	Montgomery	AL		AA	02/03/1976	Unclaimed Funds	\$ 130.54	20
00023	McMurtrey, Woodrow	Montgomery	AL		AA	08/11/1976	Individual Land Redemptions	\$ 8.60	01
00019	Jones, George H, Jr.	Montgomery	AL		AD	03/30/1977	Unclaimed Funds	\$ 11,597.25	40
00011	Hackett, Debra	Montgomery	AL		AA	04/07/1977	Unclaimed Funds	\$ 775.45	40
00012	Family Court	Montgomery	AL		AA	05/17/1977	Unclaimed Funds - Non Support	\$ 90.00	43
00017	Mitchell, James	Mt Meigs	AL	36057	AA	08/13/1977	Unclaimed Funds	\$ 16.30	01
00032	Probate Judge	Montgomery	AL		AB	10/31/1977	Unclaimed Funds	\$ 55,605.68	40
09818	Reese, Warren S	Montgomery	AL	36104	BG	12/28/1977	Individual Land Redemptions	\$ 11.65	01
00011	Hackett, Debra	Montgomery	AL		AB	04/04/1978	Unclaimed Funds	\$ 18,087.55	40
00011	Hackett, Debra	Montgomery	AL		AC	06/19/1978	Unclaimed Funds	\$ 6,448.24	40
00011	Hackett, Debra	Montgomery	AL		AD	08/30/1978	Unclaimed Funds	\$ 2,654.90	40
00011	Hackett, Debra	Montgomery	AL		AB	08/31/1978	Unclaimed Funds	\$ (72.52)	40
00016	Hill, Robert	Montgomery	AL	36104	AA	02/15/1979	Individual Land Redemptions	\$ 15.50	01
00011	Hackett, Debra	Montgomery	AL		AE	03/28/1979	Unclaimed Funds	\$ 80.10	40
00011	Hackett, Debra	Montgomery	AL		AF	03/28/1979	Unclaimed Funds	\$ 77.00	40
00011	Hackett, Debra	Montgomery	AL		AG	03/28/1979	Unclaimed Witness Fees	\$ 186.00	40
09816	Reese, Eugene	Montgomery	AL	36106	AA	07/16/1979	Individual Land Redemptions	\$ 12.10	01
09816	Reese, Eugene	Montgomery	AL	36106	AB	08/09/1979	Individual Land Redemptions	\$ 11.85	01

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Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00011	Hackett, Debra				AD	11/09/1979	Unclaimed Funds	\$ (556.75)	40
09816	Reese, Eugene	Montgomery	AL	36106	AC	11/21/1979	Individual Land Redemptions	\$ 21.55	01
21430	Wilson, Elmira				AE	04/23/1980	Individual Land Redemptions	\$ 143.25	01
00012	Family Court	Montgomery	AL		AB	12/04/1980	Unclaimed Funds - Family Court	\$ 1.35	44
21430	Wilson, Elmira				AF	02/23/1981	Individual Land Redemptions	\$ 26.65	01
00001	Adams, Sam & Henderson, Jerry	Troy	AL	36081	AA	07/20/1981	Individual Land Redemptions	\$ 33.55	01
00010	Elisberry, J. B.				AA	08/03/1981	Unclaimed Funds - M S Butler	\$ 0.65	42
00040	Youngblood, Thomas				AA	08/03/1981	Unclaimed Funds-M S Butler	\$ 2.50	42
00011	Hackett, Debra				AH	08/13/1981	Unclaimed Witness Fees	\$ 66.00	40
00011	Hackett, Debra				AI	08/13/1981	Unclaimed Witness Fees	\$ 45.70	40
00011	Hackett, Debra				AJ	08/13/1981	Unclaimed Witness Fees	\$ 8,330.89	40
00026	Moon, Larry				AA	11/23/1981	Individual Land Redemptions	\$ 7.32	01
00034	Shinbaum, Mary				AA	01/21/1982	Individual Land Redemptions	\$ 19.80	01
00036	Williams, Roscoe				AA	07/13/1982	Individual Land Redemptions	\$ 105.45	01
09818	Reese, Warren S	Montgomery	AL	36104	BH	08/13/1982	Individual Land Redemptions	\$ 79.30	01
21428	Shinbaum, Richard	Montgomery	AL	36104	AA	08/13/1982	Individual Land Redemptions	\$ 453.45	01
00011	Hackett, Debra				AK	09/08/1982	Unclaimed Funds	\$ 919.00	40
00004	Catrett, James & Sanders, Russell				AA	09/13/1982	Individual Land Redemptions	\$ 98.20	01
00004	Catrett, James & Sanders, Russell				AB	09/13/1982	Individual Land Redemptions	\$ 127.75	01
09818	Reese, Warren S	Montgomery	AL	36104	BI	09/13/1982	Individual Land Redemptions	\$ 71.00	01
00011	Hackett, Debra				AC	10/29/1982	Unclaimed Funds	\$ (443.12)	40
09818	Reese, Warren S	Montgomery	AL	36104	BJ	01/19/1983	Individual Land Redemptions	\$ 21.80	01
00004	Catrett, James & Sanders, Russell				AC	02/18/1983	Individual Land Redemptions	\$ 81.95	01
00004	Catrett, James & Sanders, Russell				AD	02/18/1983	Individual Land Redemptions	\$ 70.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BK	03/21/1983	Individual Land Redemptions	\$ 21.75	01
09818	Reese, Warren S	Montgomery	AL	36104	BL	04/18/1983	Individual Land Redemptions	\$ 53.00	01
00003	Calhoun, Roberta				AA	04/19/1983	Individual Land Redemptions	\$ 53.25	01
00003	Calhoun, Roberta				AB	05/18/1983	Individual Land Redemptions	\$ 185.05	01
09818	Reese, Warren S	Montgomery	AL	36104	BM	06/21/1983	Individual Land Redemptions	\$ 207.50	01
21428	Shinbaum, Richard	Montgomery	AL	36104	AB	10/20/1983	Individual Land Redemptions	\$ 77.20	01
09818	Reese, Warren S	Montgomery	AL	36104	BN	12/01/1983	Individual Land Redemptions	\$ 90.15	01
07141	Kingston Land	Montgomery	AL	36106	AA	03/21/1984	Individual Land Redemptions	\$ 30.40	01
21426	Knox, Eugene, Jr.	Montgomery	AL	36105	AA	01/04/1985	Individual Land Redemptions	\$ 84.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BO	05/19/1986	Individual Land Redemptions	\$ 123.50	01
21424	Hale, Sam	Montgomery	AL	36109	AA	05/30/1986	Individual Land Redemptions	\$ 469.40	01
07421	Lewis, William A.	Wetumpka	AL	36092	AA	05/26/1987	Excess Bid Real Estate Tax Sale	\$ 72.97	60
21029	Thaggard, T.L & Nolin, Alan	Montgomery	AL	36107	AA	05/26/1987	Excess Bid Real Estate Tax Sale	\$ 25.54	60
21423	Draught, Lula Mae				AA	09/25/1987	Unclaimed Funds- Restitution	\$ 2.00	41
21425	Hill, Therone				AA	09/25/1987	Unclaimed Funds- Restitution	\$ 0.52	41
21429	Thomas, James Allen				AA	09/25/1987	Unclaimed Funds- Restitution	\$ 0.25	41
21128	Franklin, John W	Montgomery	AL	36111	AA	11/23/1987	Individual Land Redemptions	\$ 38.50	01
07421	Lewis, William A.	Wetumpka	AL	36092	AB	01/15/1988	Individual Land Redemptions	\$ 28.40	01
20197	Green, Betty	Montgomery	AL	36108	AA	01/15/1988	Individual Land Redemptions	\$ 47.15	01
21128	Franklin, John W	Montgomery	AL	36111	AB	02/19/1988	Individual Land Redemptions	\$ 40.30	01
21427	Sheirer, Kathy	Montgomery	AL	36116	AA	06/21/1988	Individual Land Redemptions	\$ 67.05	01
00011	Hackett, Debra				AN	08/08/1988	Unclaimed Funds - Charlie Long	\$ 9.00	40

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Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00011	Hackett, Debra				AO	08/08/1988	Unclaimed Funds - Charlie Long	\$ 3.00	40
00011	Hackett, Debra				AP	08/08/1988	Unclaimed Funds - Mary McCall	\$ 1.50	40
00011	Hackett, Debra				AQ	08/15/1988	Unclaimed Funds - Child Support Funds 1977	\$ 3,846.58	40
00011	Hackett, Debra				AL	09/20/1988	Unclaimed Funds FM Crim Case	\$ 2,095.99	40
21613	Beauchamp, Huey L & Nina				AA	09/20/1988	Individual Land Redemptions	\$ 76.45	01
00011	Hackett, Debra				AR	03/03/1989	Unidentified Funds 02/08/1983	\$ 166.71	40
00011	Hackett, Debra				AS	03/03/1989	Unidentified Funds 10/07/1982	\$ 49.50	40
00011	Hackett, Debra				AT	03/03/1989	Unidentified Funds 08/25/1983	\$ 100.00	40
00011	Hackett, Debra				AU	03/03/1989	Unidentified Funds 07/13/1977	\$ 72.00	40
21737	Mathews, Linda				AA	03/03/1989	Unidentified Funds-12/11/1978	\$ 43.50	40
21738	Edwards, Tommie				AA	03/03/1989	Unidentified Funds-09/21/1981	\$ 72.00	40
21739	Leblanc, Todd M				AA	03/03/1989		\$ 44.50	40
21740	Coleman, Roger D				AA	03/03/1989	Unidentified Funds-09/18/1981	\$ 49.50	40
21741	Howard, Charles				AA	03/03/1989	Unidentified Funds-07/31/1980	\$ 15.00	40
21742	Harris, Dale Robert				AA	03/03/1989	Unidentified Funds - 10/13/1982	\$ 778.50	60
21613	Beauchamp, Huey L & Nina				AB	03/16/1989	Individual Land Redemptions	\$ 131.30	01
21510	Brooks, Henry	Montgomery	AL	36104	AB	04/19/1989	Individual Land Redemptions	\$ 44.82	01
21766	Green, Tom				AA	04/19/1989	Individual Land Redemptions	\$ 108.72	01
21430	Wilson, Elmira				AE	07/07/1989	CK#19366 20.30 50.90 7.35	\$ (78.55)	01
21430	Wilson, Elmira				AM	08/17/1989	Individual Land Redemptions	\$ 81.87	01
00011	Hackett, Debra				AV	09/26/1989	Unclaimed Child Support 1982	\$ 5,648.11	40
00011	Hackett, Debra				AW	09/26/1989	Unclaimed Child Support 1983	\$ 380.00	40
00011	Hackett, Debra				AX	09/26/1989	Unclaimed Child Support 1983	\$ 440.00	40
00011	Hackett, Debra				AY	09/26/1989	Unclaimed Child Support 1983	\$ 624.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BP	11/16/1989	Individual Land Redemptions	\$ 50.61	01
09818	Reese, Warren S	Montgomery	AL	36104	BQ	11/16/1989	Individual Land Redemptions	\$ 27.96	01
21430	Wilson, Elmira				AN	12/14/1989	Individual Land Redemptions	\$ 12.85	60
22316	Smith, Willie & Rosebud	Montgomery	AL	36108	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 25.61	60
22317	Stinson, Lillie	Montgomery	AL	36117	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 1.84	60
22322	Shipp, Julia M. Glenn	Montgomery	AL	36104	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 19.76	60
22323	Hudson, Essie	Montgomery	AL	36108	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 160.89	60
22324	Willingham, Jesse & Alonzo	Montgomery	AL	36104	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 33.90	60
22325	Henderson, B.J. & Idell	Ramer	AL	36069	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 22.39	60
22329	Merrywood Co	Montgomery	AL	36117	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 20.97	60
22330	Vincent, Walter, Jr., Extr Wagner	Nashville	TN	37218	AA	06/14/1990	Individual Land Redemptions	\$ 246.36	01
21430	Wilson, Elmira				AO	07/17/1990	Individual Land Redemptions	\$ 37.91	01
22343	Bass, Gary D	Prattville	AL	36067	AA	07/17/1990	Individual Land Redemptions	\$ 120.59	01
22345	Tranquil Grove, Inc.	Montgomery	AL	36106	AA	07/17/1990	Individual Land Redemptions	\$ 102.63	01
21430	Wilson, Elmira				AO	08/17/1990	Individual Land Redemptions	\$ 89.86	01
21430	Wilson, Elmira				AP	08/17/1990	Individual Land Redemptions	\$ 120.95	01
22345	Tranquil Grove, Inc.	Montgomery	AL	36106	AA	08/17/1990	Individual Land Redemptions	\$ 255.72	01
22589	Graves, Elmer & Mason, Chris	Montgomery	AL		AA	02/20/1991	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ -	40
00032	Probate Judge	Montgomery	AL		AC	02/27/1991	Trust Funds Held Over 5 Years	\$ 15,087.45	40
00032	Probate Judge	Montgomery	AL		AD	02/27/1991	Trust Funds Held Over 5 Years	\$ 13,217.34	40
00032	Probate Judge	Montgomery	AL		AE	02/27/1991	Trust Funds Held Over 5 Years	\$ 24.93	60
22329	Merrywood Co	Montgomery	AL	36117	AB	06/14/1991	Excess Bid Real Estate Tax Sale	\$	

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Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
05558	Green, John L	Montgomery	AL	36111	AP	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 191.09	60
23191	May, Willima P				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 28.81	60
23193	Dudley, Edna				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 34.01	60
23196	Herring, Gary				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 27.71	60
23196	Herring, Gary				AB	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 35.61	60
23198	Brooks, Ella				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 5.65	60
23199	Barkley, James				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 35.95	60
23200	Smith, Nancy				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 0.08	60
23202	Carter, Charlotte				AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 3.01	60
23279	Armstead, Frank	Montgomery	AL	36104	AE	08/17/1992	Excess Bid Real Estate Tax Sale	\$ 8.75	01
00032	Probate Judge	Montgomery	AL		AF	12/18/1992	Reclassify/23406AA Hanna, J. P.	\$ (6,399.23)	40
00011	Hackett, Debra	Montgomery	AL		AZ	01/19/1993	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ -	40
00011	Hackett, Debra				BA	01/19/1993	Child Support Pymt Prior 1986	\$ 1,271.83	40
00011	Hackett, Debra				BB	01/19/1993	Child Support Pymt Prior 1987	\$ 1,175.20	40
23553	Broaden, Timothy				AA	03/18/1993	Excess Bid Real Estate Tax Sale	\$ 7.07	01
00011	Hackett, Debra				BC	06/03/1993	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 15,945.84	40
09818	Reese, Warren S	Montgomery	AL	36104	BS	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 6.72	60
23722	Griggs, Juliette	Montgomery	AL	36104	AC	06/22/1993	See #23722AA Void Ck# 56817	\$ 136.90	60
23724	Harris, Robert				AA	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 26.74	60
23725	Hudson, Bryan H, Jr. & Thelma O				AA	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 220.10	60
23725	Hudson, Bryan H, Jr. & Thelma O				AB	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 366.76	60
23725	Hudson, Bryan H, Jr. & Thelma O				AC	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 903.03	60
00011	Hackett, Debra				BD	06/28/1993	Unclaimed Funds FM 1977-1986	\$ 3,428.06	40
00011	Hackett, Debra				BE	07/12/1993	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 5,379.06	40
00011	Hackett, Debra				BF	05/05/1994	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 3,710.56	40
23330	Pettaway, Zelma				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 7.56	60
24079	Bray, Myrtle & Mathew				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 490.56	60
24080	Clay, Jim				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 440.25	60
24083	Esco, Joseph Leonard & Sarah				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 5.15	60
24090	Hall, William D & Valery				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 22.28	60
24095	Johnson, Clarence, Jr., & Callie Mae				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 13.08	60
24105	Oswald, David Michael				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 247.15	60
24111	Stanley, Marguerite P & M Panetti				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 21.73	60
24118	Gully Realty				AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 8.30	60
22343	Bass, Gary D	Prattville	AL	36067	AJ	06/13/1994	Individual Land Redemptions	\$ 66.64	01
00011	Hackett, Debra				BH	01/06/1995	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 2,687.06	40
00011	Hackett, Debra				BG	01/18/1995	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 69.28	40
24422	Jones, Rufus				AA	01/23/1995	Individual Land Redemptions	\$ 58.44	01
24422	Jones, Rufus				AB	01/23/1995	Excess Bid Real Estate Tax Sale	\$ 5.73	60
00011	Hackett, Debra				BI	02/02/1995	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 1,798.37	40
00011	Hackett, Debra				BJ	02/02/1995	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 967.50	40
00011	Hackett, Debra				BK	04/04/1995	Trust Funds/Detail Filed In Dir/Fin Contracts f	\$ 0.06	40
24083	Esco, Joseph Leonard & Sarah				AB	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 18.15	60
24663	Blake, William E				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 2,346.17	60
24667	Cameron, John F				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 15.29	60
24669	Catledge, Nicef				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 4.95	60

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ID#	Name	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
24670	Childs, Isaac Nathaniel					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 0.90	60
24672	First Savings of LA					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 149.26	60
24672	First Savings of LA					AB	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 272.12	60
24675	Frazier, Lucy Bell					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 28.10	60
24676	Graham, Ed					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 42.56	60
24679	James, Virginia					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 51.27	60
24686	Peacock, James E					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 17.19	60
24687	Phillips, Gerald C & Ann M					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 67.13	60
24688	Roberson, Willie & Creed					AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 194.75	60
21495	Davis, Ed	2561 Airwood Dr	Montgomery	AL	36108	CZ	08/22/1995	Individual Land Redemptions	\$ 183.41	01
21495	Davis, Ed	2561 Airwood Dr	Montgomery	AL	36108	DA	08/22/1995	Individual Land Redemptions	\$ 140.11	01
21495	Davis, Ed	2561 Airwood Dr	Montgomery	AL	36108	DB	08/22/1995	Individual Land Redemptions	\$ 68.96	01
24830	Lutheran Ministries					AA	10/18/1995	Individual Land Redemptions	\$ 524.61	01
24422	Jones, Rufus					AG	01/23/1996	Individual Land Redemptions	\$ 67.80	01
25048	Family Court Juvenile Div YF					AA	03/08/1996	Unclaimed Funds	\$ 7,200.85	40
24691	Wilson, Clark	1111 Air Base Blvd	Montgomery	AL	36108	AB	03/22/1996	Individual Land Redemptions	\$ 83.80	01
00002	Austin, Jessie Lee					AA	04/01/1996	Audit of DC Tax	\$ 29.55	62
00011	Hackett, Debra					BL	05/08/1996	Trust Funds/Detail Filed in DirFin Contracts f	\$ 2,635.00	40
25135	Wilson, Quenie					AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 19.81	60
25140	Singer, Harold					AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 639.24	60
25141	Poplar, Olivia Starks					AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 133.84	60
25144	McRee Robert C					AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 79.85	60
25144	McRee Robert C					AB	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 90.94	60
25148	Harris, Willie Mae & Nathan					AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 43.25	60
22003	Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AO	07/23/1996	Individual Land Redemptions	\$ 60.42	01
22003	Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AP	07/23/1996	Excess Bid Real Estate Tax Sale	\$ 96.01	60
22003	Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AS	07/23/1996	Individual Land Redemptions	\$ 49.21	01
00011	Hackett, Debra					BM	09/28/1996	Unidentified Funds/ File 400	\$ 605.26	40
00011	Hackett, Debra					BN	12/31/1996	Unclaimed Funds 12/16/1996	\$ 249.63	40
00011	Hackett, Debra					BO	01/13/1997	Unclaimed Funds 01/06/1997	\$ 600.92	40
00011	Hackett, Debra					BP	01/13/1997	Unclaimed Funds 01/06/1997	\$ 393.65	40
00011	Hackett, Debra					BR	01/24/1997	Unidentified Funds/ File 400	\$ 1,620.83	40
00011	Hackett, Debra					BS	01/24/1997	Unidentified Funds/ File 400	\$ 60.99	40
00011	Hackett, Debra					BQ	02/13/1997	Unidentified Funds/ File 400	\$ 943.87	40
22003	Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AW	02/21/1997	Individual Land Redemptions	\$ 66.22	01
25668	Azbell, Joe					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 34.15	60
25674	Fitzpatrick, William C					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 141.65	60
25679	Griffin, Zack & Diane					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 164.43	60
25683	Jordan, Ruth					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 2.56	60
25688	Moore, Kimberly R & Kerri D					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,027.52	60
25689	Neville, Richard & Kathryn					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 822.29	60
25696	Rainey, Jeffery D & Alexander					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,322.38	60
25701	Saliba, John J. & Dora Jane					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 239.67	60
25702	Scott, Walter F					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 949.95	60
25709	Standridge, Mary Elaine					AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,672.98	60
25711	Talton, Joseph Cecil, III	3351 Pinebrook Lane	Millbrook	AL	36054	AB	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 51.81	60

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ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
25716	Zinnerman, Callie				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 866.59	60
00011	Hackett, Debra				BV	08/08/1997	Unclaimed Funds/ Ronald Wyatt	\$ 9.00	40
00011	Hackett, Debra				BT	08/20/1997	Unclaimed Funds	\$ 977.50	40
00011	Hackett, Debra				BU	08/25/1997	Unclaimed Funds	\$ 583.92	40
00011	Hackett, Debra				BW	10/01/1997	Unclaimed Funds	\$ 18,082.66	40
00011	Hackett, Debra				BX	10/01/1997	Unclaimed Funds	\$ 140.00	40
26070	Lewis, Alfred	Montgomery	AL	36110	AD	01/16/1998	Individual Land Redemptions	\$ 63.26	01
21217	Adell, Mattie	Montgomery	AL	36104	AA	02/20/1998	Individual Land Redemptions	\$ 191.72	01
25756	Milledge, Darryl	Montgomery	AL	36104	AB	03/23/1998	Individual Land Redemptions	\$ 77.64	01
26252	Young, Joe	Montgomery	AL	36110	AA	03/23/1998	Individual Land Redemptions	\$ 64.32	01
21467	Charles, Fred	Montgomery	AL	36116	BU	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 509.84	60
22748	Secretary of Veterans Affairs	C/O Veterans Administratio	DC	20420	AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 8,752.37	60
24537	Lamar, Calvin	Montgomery	AL	36117	AD	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 220.90	60
24748	Smedley, Valerie	Montgomery	AL	36106	AF	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 179.87	60
25183	Lewis, Alfreda	Montgomery	AL	36110	AL	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 365.75	60
26338	Autrey, Arthur Davis & Linda	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 29,572.69	60
26339	Bank of Prattville, Agent for FIC	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 4,611.82	60
26344	Bibb, Sarah	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 621.91	60
26344	Bibb, Sarah	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 709.88	60
26361	Cartman, Cynthia	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,056.32	60
26368	Coachman, Nanertha	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 221.45	60
26378	Ford, India Gilchrist	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 73.33	60
26381	Hardy, Rachel	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 274.75	60
26386	Howard, General Scott	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 124.29	60
26387	Howard, Mollie	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 229.20	60
26388	Howard, Sentevella R, Admin	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 307.93	60
26393	Humphries, Mary Alice D	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 209.13	60
26393	Humphries, Mary Alice D	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 285.13	60
26393	Humphries, Mary Alice D	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 275.13	60
26394	Hunter, Cassandra	Montgomery	AL		AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 2,662.46	60
26399	Nemi, Jessie	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 139.28	60
26402	Johnson, David	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 578.32	60
26406	Jordan, Henry & Mary	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 231.11	60
26411	Ledyard, Rosetta	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 200.18	60
26415	Lewis, Earl, Exr Est	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 8,670.00	60
26432	McLain Properties	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 307.88	60
26447	Oliver, Isaac, Jr.	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 368.69	60
26453	Peace, Ola M Jones	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 352.70	60
26458	Peterson, John	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 204.84	60
26461	Poole, Annie Maude	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 168.65	60
26498	Southern National Insurance	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,416.76	60
26498	Southern National Insurance	Montgomery	AL		AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,407.76	60
26498	Southern National Insurance	Montgomery	AL		AC	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,607.76	60
26501	Talley Development, Inc.	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 180.61	60
26501	Talley Development, Inc.	Montgomery	AL		AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 99.67	60
26502	Tatum, Georgia	Montgomery	AL		AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 218.40	60

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Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
26505	Tompkins, Charles & Jean				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,059.92	60
26507	Walker, Ben W., Jr.				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 244.99	60
26529	Rent To Buy Homes Inc.				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 199.93	60
26532	Brown, Charlie				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 50.53	60
00011	Hackett, Debra				BY	09/30/1998	Unclaimed Funds	\$ 2,533.51	40
25048	Family Court Juvenile Div YF	Montgomery	AL	36108	AB	10/07/1998	Unclaimed Funds	\$ 5,558.78	40
00011	Hackett, Debra				CA	10/08/1998	Unclaimed Funds	\$ 170.11	40
00011	Hackett, Debra				BZ	12/18/1998	Unclaimed Funds	\$ 17,403.51	40
00011	District Court				CF	01/11/1999	Unclaimed Funds	\$ 108.41	40
00011	District Court				CG	01/11/1999	Unclaimed Funds	\$ 229.23	40
00011	Circuit Court				CH	01/29/1999	Unclaimed Funds 01/21/1999	\$ 5,612.20	40
26070	Lewis, Alfred	Montgomery	AL	36110	AE	02/18/1999	Individual Land Redemptions	\$ 137.04	01
27086	Cottrell, Daniel				AA	04/20/1999	Individual Land Redemptions	\$ 1,598.78	01
21513	Murray, Alpheus				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 1.32	60
24748	Smedley, Valerie	Montgomery	AL	36106	AG	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 47.56	60
24748	Smedley, Valerie	Montgomery	AL	36106	AH	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 30.00	60
25154	Associates Financial Services c/o Larry & Martha Favor				AE	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 631.88	60
26594	Woodall, Monica	Montgomery	AL	36108	AB	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.00	60
26952	Hill, Debra	Montgomery	AL	36110	AA	06/11/1999	Restitution Case# CC85-1169	\$ (1,721.68)	40
26982	Allen, Bertha Stewart	Montgomery	AL		AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 140.71	60
27002	Cobb, Delores				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 39.55	60
27006	Cooper, Leona J				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 43.95	60
27010	Dacus, Nathaniel				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 71.24	60
27012	Evans, James				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.45	60
27016	Hall, Geneva P				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 98.95	60
27024	Humphrey, Aleta Joan Gibbons				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.83	60
27031	Keith, Jaqueline				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 4,355.66	60
27041	Lynch, Charlie				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 85.71	60
27044	Mapson, Mary Blakley				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 57.53	60
27047	Matthews, Michael James				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 47.74	60
27051	Olive, Adelle				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 2,887.99	60
27056	Pierce, Anthony				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 11.89	60
27059	Reynold, Mark A				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 19,475.93	60
27063	Russell, Ike				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 10.00	60
27075	Whitaker, Lincoln E				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 195.26	60
27077	Bryant, B G				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.00	60
27084	Southern Boulevard Corp				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 87.10	60
00011	Circuit Court				CE	06/18/1999	Unclaimed Funds 1998	\$ 379.51	40
00011	Circuit Court				CB	09/17/1999	Unclaimed Funds	\$ 145.34	40
00011	Circuit Court				CC	09/30/1999	Unclaimed Funds 09/99	\$ 421.82	40
00011	Circuit Court				CD	09/30/1999	Unclaimed Funds 09/99	\$ 579.79	40
07620	Sarah Spear	Revenue Commissioner			AA	01/19/2000	Overpaid	\$ 3,162.67	01
07620	Sarah Spear	Revenue Commissioner			AA	01/19/2000	Paid Back	\$ (0.50)	01
27704	Jones, Darnez				AA	01/19/2000	Individual Land Redemptions	\$ 140.86	01
25048	Family Court Juvenile Div YF	Montgomery	AL	36108	AC	04/06/2000	Unclaimed Funds	\$ 5,352.60	40
07620	Sarah Spear	Revenue Commissioner			AC	05/18/2000	Addition Error---Overpaid	\$ 0.70	01

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Fiduciary Aging List

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00014	Goode, Douglas				AA	08/09/2000	Individual Land Redemptions	\$ 11.15	01
22741	C & C Land Corp	Montgomery	AL	36104	AC	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 4,714.48	60
24678	Harding, Velma	Montgomery	AL	36116	AB	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 177.75	60
24741	Baker, John	Montgomery	AL	36106	AC	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 50.65	60
25154	Associates Financial Services c/o Larry & Martha Favor				AH	06/09/2000		\$ 4,723.17	60
26443	Morris, R.S.	Montgomery	AL	36109	AB	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 100.09	60
27437	Bennett, Juliette				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 48.26	60
27440	Bolling, Willie D, Sr & Mary				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 20.18	60
27446	Buford, Otis A				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 91.27	60
27447	Calloway, Johnny				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 148.91	60
27448	Campbell, Alphonso				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 181.60	60
27453	Cogburn, Julia Mae				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 217.38	60
27456	Colley, Callie				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 258.21	60
27475	Dumas, Bordis & Breta Brown				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 119.14	60
27476	Dumas, Borduis J				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 25.58	60
27477	Durham, Leroy				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 1,721.45	60
27479	Easterling, Rodney				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 9,566.55	60
27480	Ellis, Milton J & Tracy				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 1.18	60
27481	Ellis, Roberta				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 88.42	60
27486	Felder, Thomas J, Sr.				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 23.23	60
27491	Fuller, Carrie M & Minnie				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 50.63	60
27502	Hale, Clarence D				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 30.00	60
27524	Lewis, Jason, Jr.				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 4,729.40	60
27529	Martin, Marvane McVay				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 7,796.51	60
27538	Moore, Debra				AB	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 3,743.50	60
27560	porter, John & Cornelia				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 97.08	60
27574	Scott, Katie & Shaw, Shirley				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 152.75	60
27575	Simmons, George N				AA	06/09/2000	Excess Bid Real Estate Tax Sale	\$ 11,733.43	60
27493	Mitchell, James				AA	07/18/2000	Individual Land Redemptions	\$ 110.75	01
27493	Mitchell, James				AB	07/18/2000	Individual Land Redemptions	\$ 92.87	01
00011	District Court				CI	09/28/2000	Unclaimed Funds	\$ 533.58	40
00011	District Court				CJ	09/26/2000	Unclaimed Funds	\$ 145.09	40
27736	Billups, Hoza				AA	10/27/2000	Paid 10/27/2000 - See Ronald R Wilson	\$ (3,000.00)	60
							Transferred 9/30/2010	\$ 436,460.17	
							Available for Transfer	\$ (300,000.00)	
								\$ 136,460.17	

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

Agenda

SEP 26 2011

September 22, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Joint Public Charity Hospital Board Reappointments

On October 5, 2011, the terms of Dr. Albert Holloway and Ms. Lynn Beshear will expire as board members of the Joint Public Charity Hospital Board. Montgomery County Health Department Administrator James R. Martin has recommended the reappointment of Mr. Holloway and Ms. Beshear to this Board.

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

DLM/tn

Attachment

Joint Public Charity Hospital Board

Members:

Term Expires:

Richard Wilhoite
7195 Fanning Mill Road
Grady, AL 36036

10/5/2013

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Home: 271-1678

10/5/2013

* Dr. Albert Holloway, Chairman
2611 Woodley Park Drive
Montgomery, AL 36117
Phone: 288-0009

10/5/2011

* Lynn Beshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2011

Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2012

Vivian Hamlett, M.D.
1765 Milly Branch
Pike Road, AL 36064
Home: 334.271.5910
Cell: 334.462.5566

10/5/2012

James R. Martin (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

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 26 2011

September 22, 2011

MEMORANDUM

TO: Mr. Elton Dean, Chairman, Montgomery County Commission
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Request Approval of Addendum to E-Ring Software Contract

On behalf of the City of Montgomery, I respectfully request that the addendum to the Montgomery County Commission "Property Tax Administration System" contract with E-Ring and the City of Montgomery be placed on the next Commission meeting agenda for approval. A copy of the addendum is attached.

Thank you for your consideration.

JYB

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

7-1

Donald Mims

From: Downes, Jeff [jdownes@montgomeryal.gov]
Sent: Monday, August 22, 2011 11:34 AM
To: Donald Mims
Cc: McCanless, Donald P.; Lou Ialacci; Janet Buskey
Subject: E Ring Contract
Attachments: City of Montgomery Proposed Agreement.pdf; City_Contractual Agreement_v2.pdf; Proposed Contract w Legal Comments_Page_12.jpg

Donnie

The City has reviewed and approved the attached agreement and seeks your counsel approval along with County Commission approval as a part of the overall e-ring contract.

Please note a requested edit in the indemnity provision provided by our Legal Department.

Let me know what additional information is needed.

Jeff Downes
Chief of Staff/Deputy Mayor
City of Montgomery
334-625-2002
jdownes@montgomeryal.gov

Our vision: To sustain a safe, vibrant and growing Montgomery, in its entirety, that we are all proud to call "home".



4910 Corporate Dr. Dr. Suite B
Huntsville, AL 35805
Phone: 256-772-3464 Fax: 256-772-8464

Allen Elrod
August 4, 2011

Don P. McCanless
Director, Department of Information Technology
City of Montgomery
Montgomery, Alabama

Dear Mr. McCanless,

We look forward to completing the review process and finalizing the contractual agreement with the City of Montgomery. E-Ring has already begun the early stage implementation process with the Montgomery County Revenue Commissioner's project.

E-Ring's offer to the City of Montgomery is contingent on an agreement to purchase the package as an addendum to the Montgomery County Revenue Commissioner's contract. Based on this consideration, we discounted the total price of \$610,000 to \$520,000.00 as our best and final offer to provide a customized installation of our Capture P&I and Capture Land & Case Management software in the City of Montgomery as follows:

1. Installation and customization on hardware provided by the City and/or County as determined most efficient and practical for this project.
2. The projected installation and implementation schedule in conjunction with the Montgomery County Revenue Commissioner's office project by mutual agreement of Montgomery County, the City of Montgomery and E-ring.

Item	Description	Remarks	Cost
1	Capture P&I software		\$250,000
2	Capture Land & Case Management Software		\$150,000
3	Training (10 Days)		\$20,000
	Develop Custom Training Material		
	Deliver soft copy of training material		
	1 Trainer on Site for 10 days 6 hrs a day		
4	Data conversion	Estimate	\$60,000
	Gap analysis		
	Gap analysis documentation		
	Develop custom migration scripts		
	Develop Testing tools to validate migration integrity		
	Develop Automated Test Plans (ATP) for testing migration		
	Generate data inconsistency reports (not data clean up)		

5	Customization	Estimate	\$80,000
	Detailed requirement gathering (5 working days)		
	Deliver a detailed requirements document - for approval		
	Design workflows based on requirements		
	Deliver workflow document - for approval		
	Design Develop and implement workflows		
	Design site Acceptance Test Plans		
	Deliver Site Acceptance Test Plans document - for approval		
	Design, Develop and implement other requirement items		
	Total customization hours not to exceed 800 hrs		
6	Project Management	Estimate	\$35,000
	Access to Capture Project Management Portal		
	Establish milestones and deliverables		
	Direct access to the project Manager		
	Monthly status updates		
	Facilitate Site Acceptance		
	Take live		
	Coordinate with SME throughout the project to gather information for successful implementation of the project		
	5 working days onsite support (1 support analyst) during GO-LIVE		
7	Travel - Transportation, Board & Lodging	Estimate	\$15,000
		Total	\$610,000
	Discounted price based on agreement	Discounted Total	\$520,000

Thank you again for your consideration and especially for the opportunity to serve the City of Montgomery as a business partner.

Best Regards,

Allen B. Elrod
Business Development Manager

**ADDENDUM TO MONTGOMERY COUNTY COMMISSION
"PROPERTY TAX ADMINISTRATION SYSTEM" CONTRACT**

**MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104**

And

**E-RING, INC.
4910 Corporate Dr.
Huntsville, AL 35805**

With

**CITY OF MONTGOMERY
103 North Perry Street
Montgomery, Alabama 36104**

This purpose of this agreement is to conserve project funds through cooperative effort and to facilitate the mutual sharing of data and information between the Montgomery County Revenue Commissioner's Office and the City of Montgomery Inspection Department and Planning Department.

This agreement consists of three parts:

- 1. Confidentiality and Cooperative Agreement**
- 2. Software Professional Services Agreement**
- 3. Capture Permits And Inspection And Land And Case Management Software License Agreement**

PART 1

Confidentiality and Cooperative Agreement:

Of Three parties: **E-Ring, Inc.** whose registered office is at **4910 Corporate Dr. Huntsville, AL 35805**, (hereinafter referred to as "**E-Ring**"), of the one part, **Montgomery County Revenue Commissioner** (hereinafter referred to as "**County**") party of the second part, and **The City of Montgomery Inspection Department and Planning Department** (hereinafter referred to as "**City**") party of the third part

WHEREAS: **E-Ring Inc., County and City** wish to enter into an advantageous business relationship requiring disclosure of certain proprietary or confidential information to each other concerning **system integration of E-Ring's Capture Decision Support Software** and each of the parties wishes to protect such own and/or each other parties' proprietary or confidential information and **E-Ring, County and City** wish to ensure the integrity of **each entities** data;

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. Extraordinary precaution shall be taken to ensure that employees of **County and City** who have a business requirement to access the protected "back-end" Capture database schema shall have a valid Microsoft SQL 2008 or later certification. This means they have thorough knowledge of the Microsoft SQL Server 2008 Business Intelligence Development tool suite. They have knowledge of database schemas and of debugging, monitoring, and troubleshooting Business Intelligence solutions, and they know how to work with Microsoft .NET Framework. They can write database queries, use SQL Server Analysis Services (SSAS) data mining algorithms, and create and deploy SQL Server Reporting Services (SSRS) reports. The following certifications will satisfy this portion of the agreement:

- (1) **Microsoft Certified Technology Specialist (MCTS):** For IT professionals who demonstrate their expertise maintaining databases by using SQL Server 2008 or their deep expertise with SQL Server 2008 Business Intelligence
or,
- (2) **Microsoft Certified IT Professional (MCITP):** Builds on an MCTS pre-requisite and is designed for IT professionals who have demonstrated their expertise in using SQL Server 2008 for one of three specific job-roles: Business Intelligence, Database Development, or Database Administration
or,
- (3) **Demonstrated Performance.** Montgomery City or County Information Systems employees that meet the stated requirements but do not hold the appropriate certificates must be individually identified by the Montgomery City Director of Information Systems as qualified and experienced as stated above and an attesting document attached to this agreement.

2. In this Agreement the term "Proprietary Information" shall mean any technical and/or commercial information (whether in visual or machine readable form) disclosed by one party to the other and identified by a suitable legend or marking as being "Confidential" or "Proprietary" as well as Proprietary Information disclosed orally from one party to the other which was described as being proprietary or confidential at the time of disclosure and thereafter is reduced to writing, appropriately identified and a copy thereof sent to the receiving party within 15 working days of the original oral disclosure, PROVIDED, HOWEVER that Proprietary Information shall not include any information which the receiving party can show:

- (1) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the receiving party; or
- (2) has been lawfully received from a third party without restriction as to its use or disclosure; or
- (3) was already in its possession free of any such restriction prior to receipt from the disclosing party; or
- (4) was independently developed by the receiving party without making use of the Proprietary Information; or
- (5) has been approved for release or use (in either case without restriction) by written authorization of the disclosing party.

3. The receiving party of an item of Proprietary Information undertakes:

- (1) to keep such Proprietary Information confidential;
- (2) not to use such Proprietary Information otherwise than for the purposes of the system integration unless such use is specifically authorized in writing by the disclosing Party;
- (3) not to disclose such Proprietary Information to any persons employed in its business other than those having a need to know for the purposes of the system integration, and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement;
- (4) not to disclose Proprietary Information to any party not named in this agreement except for the purposes of the system integration and with the prior written consent of the affected party (which consent shall not be unreasonably withheld) and then only on the understanding that such other party is made aware of and undertakes to observe the provisions of this Agreement;
- (5) not to copy or reduce Proprietary Information to writing except as may be strictly necessary for the purposes of the system integration; and
- (6) to return to the disclosing party on demand all copies of Proprietary Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by the receiving party to the extent they contain any part of or reference to the Proprietary Information in whole or part except as authorized in writing by the disclosing party or as is strictly necessary to complete any outstanding obligations relating to the system integration thereafter such Proprietary Information shall be returned or destroyed as aforesaid.

4. Notwithstanding the foregoing, every party shall be entitled to disclose Proprietary Information to the extent required by law, regulation or legal process, provided that, to the extent practical, this party gives prior notice to the other party of the reasons for and the proposed contents of such disclosure.

5. This Agreement shall not be construed as granting expressly or implicitly any rights under patents, copyright or any other form of intellectual property rights belonging to the disclosing party in respect of Proprietary Information the ownership of which shall remain vested in the disclosing party at all times.

6. Should any party or parties hereto be the subject of merger or any other form of reorganization it is agreed that the successor in law to such party shall also be bound by the terms of this Agreement as if such party were an original party hereto. Subject to the aforesaid,

no party shall assign its interest under this Agreement without the prior written consent of the other parties.

7. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama.

8. Place of jurisdiction shall be at E-Ring's' registered office in Huntsville, Alabama.

Agreed to on this date:

E-Ring, Inc.

4910 Corporate Dr. Suite B.

Huntsville, AL 35805

Signature:

Printed Name:

Title:

Montgomery County Commission:

Signature:

Printed Name:

Title:

City Of Montgomery:

Signature:

Printed Name:

Title:

PART 2

CAPTURE PERMITS AND INSPECTIONS AND LAND AND CASE MANAGEMENT SYSTEM SOFTWARE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by E-RING.COM, INC. (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and the City of Montgomery, a body corporate and political. Under the provisions of this Agreement, E-Ring shall devote such requisite equipment and personnel resources as are necessary to establish the Capture Permits and Inspections and Land and Case Management Software systems for the City of Montgomery Inspections Department. E-Ring shall make an earnest effort to complete the tasks listed below in the "Scope of Work" in a timely and efficient manner. The attached Software License Agreement and the Confidentiality and Cooperative Agreement inure to this agreement.

E-Ring and the City of Montgomery intend that this Professional Service Agreement provides professional consultation and customization of software to meet the City of Montgomery Inspection Department's and Planning Department's unique workflows and organizational environment. The City of Montgomery shall appoint a "project manager" as the primary point of contact until implementation is complete. The City of Montgomery's project manager shall make an earnest effort to insure cooperation and availability of Inspection Department and Planning Department personnel and resources for all project installation and implementation related activities. The projected contract period is August 1, 2011 thru December 31, 2012.

1. SCOPE OF WORK. The general Scope of Work and deliverables includes the following:

1.1 Capture Permits and Inspection software and Capture Land and Case Management software:

With the following solutions and services:

(a) Training (10 Days)

- Develop Custom Training Material
- Deliver soft copy of training material
- 1 Trainer on Site for 10 days 6 hrs a day

(b) Data conversion

- Gap analysis
- Gap analysis documentation
- Develop custom migration scripts
- Develop Testing tools to validate migration integrity
- Develop Automated Test Plans (ATP) for testing migration
- Generate data inconsistency reports (not data clean up)

(c) Customization

- Detailed requirement gathering (5 working days)
- Deliver a detailed requirements document - for approval
- Design workflows based on requirements
- Deliver workflow document - for approval
- Design Develop and implement workflows
- Design site Acceptance Test Plans
- Deliver Site Acceptance Test Plans document - for approval
- Design, Develop and implement other requirement items
- Total customization hours not to exceed 800 hrs

- (d) Project Management
- (e) Access to Capture Project Management Portal
- (f) Establish milestones and deliverables
- (g) Direct access to the project Manager
- (h) Monthly status updates
- (i) Facilitate Site Acceptance
- (j) Take live
- (k) Coordinate with SME throughout the project to gather information for successful implementation of the project
- (l) 5 working days onsite support (1 support analyst) during GO-LIVE

2. PAYMENT TERMS. The firm fixed price for the Work described above is Five Hundred Twenty Thousand Dollars (\$520,000) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring Further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc, and the City of Montgomery.

2.1 Implementation is considered to be complete when the City of Montgomery and E-ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of the "Implementation Complete" line item.

3. OTHER PROFESSIONAL SERVICES. E-Ring shall have no obligation to provide any Professional Services to the City of Montgomery except those described in Section 1, but may elect to do so in accordance with the provisions of this Section 3 and all other applicable terms and conditions of this Agreement:

3.1 Service Requests. In the event that the City of Montgomery desires E-Ring to provide additional Professional Services, the City of Montgomery shall submit to E-Ring a written service request, including, if applicable, (1.) descriptions and/or specifications of the requested services and all associated deliverables, and (2.) the time schedule for performance of such and for delivery of any deliverables.

3.2 Price Quotes. If E-Ring desires to provide the Professional Services described in a particular service request, E-Ring shall provide the City of Montgomery with a price quote for the same, which shall be based on E-Ring's then-current hourly labor rates or any other pricing structure deemed appropriate by E-Ring. Unless otherwise specified in a particular price quote, all prices for Professional Services will be exclusive of all reasonable travel, lodging, per-diem and other out-of-pocket expenses incurred by personnel of E-Ring (including E-Ring's subcontractors) in performing such Professional Services.

3.3 Acceptance of Quote. Upon acceptance by the City of Montgomery of any quote provided by E-Ring for the performance of Professional Services, E-Ring shall make an earnest effort to complete said Professional Services in a timely and efficient manner. Following any such acceptance by the City of Montgomery, any changes affecting the scope or cost of the requested Professional Services will be implemented by a written change order, which must be mutually agreed upon and executed by both Parties.

3.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work

product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

4. AGREEMENT AND APPROVAL

This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. This Professional Services Agreement is the complete and exclusive agreement between the parties regarding the installation and implementation of the Capture Permit and Inspections and the Capture Land and Case Management Software in the City of Montgomery's Inspection Department, and replaces any prior oral or written communications between the parties regarding these professional services.

This Agreement may be signed in multiple copies, each of which shall constitute the same instrument.

Agreed and Approved:

CITY OF MONTGOMERY

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART 3

E-RING, INC. CAPTURE PERMITS AND INSPECTION AND LAND AND CASE MANAGEMENT SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into by E-RING.COM, INC. (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and The CITY OF MONTGOMERY, a body corporate and political ("Licensee").

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

1.1. Grant of License. E-Ring grants to Licensee, and Licensee accepts from E-Ring, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, nontransferable, perpetual (except as may be terminated in accordance with Section 8) license to use the object code version of the Software and Documentation solely:

- (a) during the term of this Agreement;
- (b) on the Designated Operating System(s);
- (c) at the Site(s) of the Business Unit(s);
- (d) for use on the maximum number of servers and by the maximum number of users specified on Exhibit A; and
- (e) for Licensee's own internal business purposes relating to Licensee's business operations, and not for processing the data of any third party (whether on an outsourcing, service bureau, or other basis) (except in connection with the performance of Licensee's regular business, and not as a business itself), redistribution, remarketing or any other use.

1.2. Ownership of Software and Documentation. Except as otherwise expressly set forth in this Agreement, E-Ring retains all right, title and interest in and to the Software and Documentation in all forms and all copies and modifications of the Software and Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Software or Documentation. Licensee is not acquiring any right, title or interest of any nature whatsoever in any Software or Documentation except the license to use the Software and Documentation granted under Section 1.1.

1.3. Term. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with this Agreement.

1.4. Restrictions on Use. Licensee's use of the Software and Documentation is subject to the following restrictions:

(a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the City of Montgomery, the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.

(b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

(d) Licensee will not copy or duplicate by any means the Software, Documentation or any item included therein, without the prior written consent of E-Ring, except to the extent reasonably necessary to maintain backup or historical Documentation or to test, implement or use the Software. Licensee will cause all proprietary, confidential and copyright notices, markings or legends which appear on any item included in the Software and Documentation to be placed upon each such copy or duplication. The original and any copies of the Software will at all times remain the sole property of E-Ring.

(e) Licensee will maintain records identifying the location and identity of the Designated Operating System(s), or any replacement system, and any copies of the Software (including any backup or archival copy), which records will be subject to inspection by E-Ring during regular business hours upon reasonable advance notice.

(f) Licensee may not modify the Software, whether through the services of its own employees or of independent contractors (other than E-Ring), without the prior consent of E-Ring.

(g) In no event will Licensee export any Software or Documentation or use any Software or Documentation outside the United States without the prior written consent of E-Ring, which will not be unreasonably withheld, provided Licensee has provided evidence of its compliance with this Section 1.4(g). Licensee agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Licensee's sole expense, and not to export or re-export, or allow the export or re-export, of the Software or any Confidential Information or any copy or direct product thereof in violation of any such restrictions, laws or regulations, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

(h) Licensee will not allow any Person who is not an employee and/or a designated agent of the City of Montgomery, Montgomery County Commission or of the Alabama Department of Revenue to access or use the Software or Documentation for any purpose without the prior written consent of E-Ring. Licensee's customers who use public access terminals in any of the Licensee's offices are allowed access to the software.

1.5. Licensee Responsibility. Licensee is solely responsible for:

(a) Obtaining any software or products required for use of the Software, including a SQL server, any operating system software, database software, or third-party applications software.

(b) Taking reasonable backup precautions. E-Ring will not be responsible for loss of data or documentation, whether or not attributable to the Software.

1.6. Proprietary Legends. Licensee will retain all legends relating to copyright, trademarks, patents or confidentiality on the Software and Documentation, and Licensee, and any copies of the Software and Documentation made under this Agreement. Licensee will reproduce such notices on any permitted copies of the Software and the Documentation or any portion of the Software or Documentation.

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

2.1. E-Ring will provide Maintenance and Support Services to Licensee in accordance with Exhibit A hereto, subject to the terms and conditions specified in Part B of Exhibit A.

SECTION 3 LIMITED WARRANTIES AND REMEDIES

3.1. Limited Warranties. E-Ring warrants for the period that Licensee maintains a valid contract for maintenance of the Software, and provided Licensee is not in material breach of any of Licensee's obligations under this Agreement, that the Software, as delivered under this Agreement, will conform in all material respects to the Documentation for the current version of the Software, provided that (1) all software which is not Software, all firmware and all hardware products are operating in accordance with their respective specifications, and (2) Licensee is using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation.

3.2. Limited Warranties Not Applicable. Licensee will not have any rights with respect to warranties specified in this Section 3, and the warranties will be deemed not to apply to Licensee, to the extent that the failure of the Software to conform to the Documentation was caused by or results from any act or cause beyond the reasonable control of E-Ring.

3.3. Disclaimer of Additional Warranties. The warranties specified in section 3.1 are exclusive and in lieu of all other warranties. E-ring expressly disclaims all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Licensee assumes all risks associated with operating the software (except as specifically provided in section 5 with respect to infringement of third party rights), and e-ring does not warrant that the software will be error free or will meet licensee's specific needs.

3.4. Exclusive Remedies. If any of the warranties specified in Section 3.1 are breached, then the following terms will apply:

(a) Licensee will promptly notify E-Ring of the breach and any associated details reasonably requested by E-Ring in its attempt to remedy the problem. Licensee will cooperate with E-Ring in re-creating the conditions that existed at the time the Software failed, if reasonably requested by E-Ring.

(b) E-Ring will diligently and in good faith attempt to correct the reported defect by repairing or modifying the Software within a commercially reasonable period of time.

(c) If any defective portion of the Software causes the entire Software to fail in its essential purpose, and if E-Ring determines that E-Ring is unable to cure that defect by repairing or modifying the Software as provided in Section 3.4(b), then Licensee may elect to terminate its right to use the Software and Documentation and return all Software and Documentation to E-Ring and receive a full refund of the fees actually paid by Licensee as its sole and exclusive remedy.

(d) The foregoing remedies are exclusive and will be licensee's sole remedies with respect to any claim arising out of or relating to any breach of warranty or other failure of the software to operate as intended, whether based in contract, breach of warranty, tort or otherwise. E-ring will not be liable to licensee for damages of any nature whatsoever, except to the extent of the refunds specified in this section 3.4.

SECTION 4 LIMITATION OF LIABILITY

4.1. In no event will e-ring or licensee be liable to the other party or any other person for any indirect, incidental, special, punitive or consequential damages, including loss of profits, revenue, data, or use, incurred by either party(s) or any other person, whether in an action in contract, breach of warranty or tort, even if the other party(s) or any other person has been advised of the possibility of such damages. In no event will either party's liability for direct damages to the other party or any other person ever exceed all amounts paid by licensee under this agreement, regardless of the form of action, whether in contract, negligence, tort or otherwise, except with respect to e-ring's obligations under section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

5.1. Indemnification by E-Ring. E-Ring will indemnify, defend and hold Licensee harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) arising out of any third-party claim that the Software infringes any copyright or United States patent right of any other party. E-Ring's obligation to indemnify Licensee under this Section 5 does not extend to any third-party software other than is part of the Software. E-Ring's obligation to indemnify Licensee is contingent upon Licensee promptly notifying E-Ring of any such claim, granting E-Ring the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with E-Ring in the defense of the claim (at the expense of E-Ring). E-Ring will have no obligation to Licensee under this Section 5 to the extent that the alleged infringement or violation is based upon (a) Licensee's use of the Software other than as set forth in this Agreement and in the Documentation; or (b) any modification to or alteration of the Software performed by anyone other than E-Ring; or (c) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee. At E-Ring's option, E-Ring may satisfy its entire obligation under this Section 5 by either: (x) modifying or replacing the Software so that it performs comparable functions without infringement; (y) obtaining a royalty-free license for Licensee to use the infringing Software; or (z) refunding to Licensee an amount equal to the fees paid with respect to the infringing Software, less the portion of the fees attributable to the period over which Licensee actually used the Software; provided that in any case E-Ring shall be liable for damages payable to a third-party as a result of its claim.

5.2. Indemnification by Licensee. Licensee will indemnify, defend and hold E-Ring harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) from any and all third party claims arising out of or relating to: (a) any products or services provided by Licensee through its use of the Software; (b) any use of the Software by Licensee, its employees or agents beyond the rights expressly granted to Licensee under this Agreement; (c) any modification to or alteration of the Software performed by anyone other than E-Ring; (d) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee (e) any other resources or items provided to E-Ring by Licensee or Licensee's agents; and (f) any statements, claims, representations, or warranties made by Licensee, its agents, and employees, relating to any deliverables or products of E-Ring, other than as authorized by E-Ring in writing or made in E-Ring's own writings. Licensee's obligation to indemnify E-Ring is contingent upon E-Ring promptly notifying Licensee of any such claim, granting Licensee the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with Licensee in the defense of the claim (at the expense of Licensee).

5.3. Defense of Indemnified Claims. Each Party will have the sole right to defend or settle any claim indemnified by it under this Section 5. The indemnified Party will have right to participate with the indemnifying Party in the defense or appeal of any such claim or judgment, at the indemnified Party's option and at the indemnified Party's own expense (such expense not being indemnified by the indemnifying Party), but the indemnifying Party will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action. Notwithstanding the foregoing, the indemnifying Party may not enter into any settlement that involves any agreement by the indemnified Party to do anything other than to cease to use the infringing materials or that involves any admission of guilt by the indemnified Party without the indemnified Party's consent.

5.4. This section 5 states e-ring's entire obligation to licensee regarding any infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any other person.

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

(a) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;

(b) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees who need the information to perform their duties;

(c) authorize or permit any such employee to use or disclose any part of the Confidential Information in violation of this Agreement;

(d) reverse engineer, de-compile or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling or disassembling; or

(e) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other Person in doing so.

6.2. Exclusions. The Recipient's obligations under this Agreement will not apply to any portion of the Confidential Information that:

(a) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;

(b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; or

(c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party.

(d) Recipient subsequently develops without any use of or reference to the Confidential Information.

6.3. Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.4. Enforcement. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Recipient breach its obligations under this Section 6 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 6 by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under this Agreement will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.

6.5. Return of Confidential Information. Upon request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that Recipient no longer has the right to use, including all copies of that Confidential Information, and all abstracts, summaries or documents produced using that Confidential Information, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed.

6.6. **Source Code.** If Licensee is authorized by E-Ring to obtain a copy of the Source Code, such Source Code will be included in the definition of Software set forth in Section 10 of this Agreement and will be subject to all provisions and limitations of this Agreement.

SECTION 7 DISPUTE RESOLUTION

7.1. **Remedy.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and E-Ring, Inc.

SECTION 8 BREACH; TERMINATION

8.1. **Termination of License.** Licensee's license to use the Software and Documentation will be effective until terminated in accordance with the express provisions of this Section 8.

8.2. **Termination by Licensee.** Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

8.3. **Effect of Termination.** Upon termination, Licensee will discontinue the use of and will return to E-Ring all copies of the Software and related Documentation and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, disk packs, tapes, and other peripheral devices. Termination will not relieve Licensee from its obligation to pay any and all fees that are owed by Licensee under this Agreement.

8.4. **Survival.** The provisions of this Agreement that by their terms are meant to survive termination or expiration of this Agreement, including without limitation Sections 1.2, 1.4, 4.1, 5, 6, 7, 8, 9 and 10 of this Agreement; Section 3 of Part A of Exhibit A; and Sections 7 through 10 of Part B of Exhibit A, will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1. **Governing Law.** This Agreement is governed by the laws of the State of Alabama, without reference to Alabama's choice of law provisions. Each Party hereby consents to the jurisdiction of any federal or state court within the State of Alabama.

9.2. **Notices.** All notices, communications and deliveries under this Agreement must be made in writing signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified in the Notices paragraph on Exhibit A.

9.3. **Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver

by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

9.4. **No Assignment.** Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

9.5. **Force Majeure.** Neither Party will be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

9.6. **Effect of This Agreement.** This Agreement constitutes the complete understanding between the Parties with respect to the terms and conditions set forth in this Agreement and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment or other written form. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

9.7. **Compliance with Laws.** Each Party will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this Agreement.

9.8. **Relationship of the Parties.** For all purposes, E-Ring and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. No Party is, nor will either Party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other Party.

9.9. **Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year thereafter, neither Party will solicit the employment of any employee of the other Party involved in the performance of this Agreement or the delivery of services without the express written consent of such other Party; provided that neither Party shall be prohibited hereby from hiring any person who is an employee of the other Party who responds to general "help wanted" advertisements published in newspapers or other broadly circulated media.

9.10. **Publicity.** Neither Party shall make any public announcements or issue any press releases regarding the terms of this Agreement or using the name of the other Party without the prior written consent of the other Party, which will not be unreasonably withheld. The Parties may issue a joint press release within a reasonable period of time after the Effective Date, to be mutually agreed upon by the Parties.

9.11. **Interpretation of Agreement.** The following rules of interpretation must be applied in interpreting this Agreement: (1) the section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation of this Agreement, (2) all references to Sections and Exhibits are to Sections in this Agreement and Exhibits to this Agreement, as the case may be, (3) the provisions of the Exhibits are incorporated in this Agreement, and (4) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation".

SECTION 10 DEFINITIONS

10.1. **"Confidential Information"** means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

10.2. "**Business Unit(s)**" means Licensee, its subsidiaries, divisions or other units of business operation, as designated on Exhibit A.

10.3. "**Designated Operating System(s)**" means the computer operating system and database software, if applicable, designated on Exhibit A, or any operating system to which an exchange is allowed under Part B of Exhibit A, if applicable.

10.4. "**Documentation**" means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the Software delivered to Licensee as described in Exhibit A.

10.5. "**Effective Date**" means the date on which this Agreement have been executed by both E-Ring and Licensee, as indicated on the signature page to this Agreement.

10.6. "**Maintenance and Support Services**" means the software maintenance and support services furnished by E-Ring with respect to the Software, as contemplated under Section 2.

10.7. "**Maintenance Fees**" means the fees payable by Licensee for Maintenance and Support Services, as specified in Exhibit A.

10.8. "**Party**" means E-Ring or Licensee, individually, and "Parties" means E-Ring and Licensee, collectively.

10.9. "**Person**" means any individual, corporation, limited liability company, partnership, trust or other legal entity.

10.10. "**Site(s)**" means the physical location(s) of the Business Units. A Site may contain more than one business operation (plant and warehouse). All Sites must be a part of the Business Unit's operations.

10.11. "**Software**" means the computer programs and data in machine-readable form specifically listed as Software on Exhibit A, together with any error corrections, updates, modifications or enhancements thereto furnished by E-Ring in connection with the Maintenance and Support Services or otherwise.

10.12. "**Source Code**" means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

Exhibit A
**CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT**

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following: **Capture Permits and Inspections and Capture Land and Case Management software.**

2. BUSINESS UNIT(S)

The authorized Business Unit is **The City of Montgomery, Montgomery, Alabama** hereinafter referred to as "Licensee".

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

The Software may be installed on one production server and one test server owned or operated by or on behalf of the authorized Business Unit, except that Licensee may copy the Software as necessary solely for disaster recovery testing and back-up purposes in accordance with Section 1.4 of the Software License Agreement

Maintenance and Support

The amount of the Maintenance Fee shall be \$72,000 per year. The initial Maintenance Fee payment will be due upon successful project completion.

Professional Services

Professional services associated with the installation, implementation, customization or modifications of any kind related to the software are not included in the maintenance fee.

4. DESIGNATED OPERATING SYSTEM(S)

Server:	Microsoft Windows Server 2008 or higher and Microsoft SQL Server 2008 or higher, ORACLE 10g
Workstation:	WINDOWS XP or higher

The operating platform configuration used in connection with the Software may affect its ability to perform as designed. E-Ring strongly recommends that Licensee submit in advance Licensee's proposed changes to operating platform configuration for E-Ring's review and approval.

5. MAINTENANCE TERM AND FEES

Maintenance Term:

The Maintenance Term will commence upon the date as determined in accordance with Section 3 of Part A of this Exhibit A. and will end one year thereafter. The Maintenance Term will continue to be subject to annual extension as provided in Section 3 of Part B of this Exhibit A.

Software Maintenance Fee:

The Maintenance Fee for the Software for the first two Maintenance Terms is set forth in Section 3 of Part A of this Exhibit A. Beyond this period E-Ring reserves the right to increase (not to exceed 5% per year)

the annual Maintenance Fees payable for any subsequent renewal Maintenance Term by giving Licensee prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Maintenance Term.

6. PAYMENT OF MAINTENANCE FEES

Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable as described in Section 3 of this Exhibit A. Any fees or expenses relating to Maintenance Services, but not included in the Maintenance Fees, as described in Part B of this Software Maintenance and Support Services Agreement, will be due and payable when and as the services are rendered or expenses incurred, as invoiced by E-Ring. E-Ring reserves the right to require prepayment or advance deposit of such fees and expenses.

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

1. Scope of Maintenance and Support Services. E-Ring will furnish Maintenance and Support Services (the "Maintenance and Support Services") during the Maintenance Term as follows:

1.1. Error Correction-Software. E-Ring will keep the Software performing in conformity with the Documentation in all material respects and will correct verifiable and reproducible Errors related to the Software when reported to E-Ring in accordance with the Technical Support Procedures. An Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

1.2. Incidence-Based Support. E-Ring will maintain a telephone hot-line and electronic support Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time to receive inquiries from designated representatives of Licensee ("Designated Representatives") regarding use and operation of the Software for the Support Fees set forth on Part A of Exhibit A of the License Agreement.

1.3. New Releases. E-Ring may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements to Licensees who generally have maintenance and support agreements in effect. E-Ring will provide Licensee with one (1) copy of each new Release of the Software for each copy of the Software under maintenance, without additional charge. E-Ring will provide reasonable telephone assistance to help Licensee install and operate each new Release of the Software. Because Releases of the Software are cumulative, a Release of the Software may be useful only if Licensee has obtained and installed all prior applicable Releases of the Software.

1.4. Staff. E-Ring will maintain a trained staff of individuals with appropriate training and experience capable of rendering the Maintenance and Support Services in a professional, timely, competent and businesslike manner.

1.5. Compatibility Modifications. E-Ring will provide to Licensee modifications to the Software necessary to maintain the Software current with updates and releases of Designated Operating System software and related utility software with which the Software is licensed to operate.

1.6. Support for Current Releases. E-Ring will provide Maintenance and Support Services only for the current Release of the Software being licensed by E-Ring (the "Current Release") and the Release of the Software (excluding releases which are only Error Corrections to the Software) immediately preceding the Current Release.

1.7. Minimal Interruptions. E-Ring will perform the Maintenance and Support Services in a manner that minimizes interruptions in the availability or functioning of the Software.

2. **Excluded Services.** The Maintenance and Support Services do not include the following:

2.1. **New Modules.** E-Ring may, from time to time, offer New Modules to its Licensees, for an additional charge.

2.2. **Additional Custom Enhancements.** If Licensee requests additional custom Enhancements to the Software or other additional services pertaining to the Software (such as report-formatting assistance), such services, if provided, would be provided for an additional fee and would be subject to the terms and conditions specified in Section 13 below (Other Professional Services).

2.3. **Back-Level Support.** If Licensee chooses not to install any Release of the Software, E-Ring will, at Licensee's request, use its commercially reasonable efforts to maintain versions of the Software prior to the Current Release (and the Release of the Software immediately preceding the Current Release), subject to an additional charge, and subject to availability of E-Ring technical support staff.

3. **Term.** The initial maintenance term for the Software (the "Maintenance Term") is specified in Part A Section 5 of this Agreement. The Maintenance Term will automatically renew after the initial term for subsequent terms of one (1) year each, unless and until either Party gives the other Party at least thirty (30) days' written notice of termination prior to the end of the then-current term.

4. **Cooperation of Licensee.** Licensee agrees to notify E-Ring promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by E-Ring, to submit to E-Ring (to the extent reasonably available) a listing of output and any other data that E-Ring may reasonably require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

5. **Exceptions.** The following matters are not covered by or included in the Maintenance and Support Services:

5.1 Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the Software;

5.2 Any problem caused by modifications in any version of the Software not made or authorized by E-Ring;

5.3 Any problem resulting from programming other than the Software;

5.4 Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by E-Ring; or

5.5 Errors in any version of the Software other than the Current Release or the Release of the Software immediately preceding the Current Release, provided that E-Ring will continue to support superseded Releases of the Software for a reasonable period of time, not to exceed ninety (90) days, sufficient for Licensee to implement the newest Release of the Software. Licensee will be responsible for and will pay E-Ring's normal charges and expenses as set forth herein for time or other resources provided by E-Ring to diagnose or attempt to correct any problem described in this Section 5. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware necessary to operate the Software. E-Ring will not be responsible for delays caused by events or circumstances beyond its reasonable control.

6. **Maintenance Fees and Expenses.** The Maintenance Fees are specified in Part B of Exhibit A to this Agreement. Maintenance Fees do not include travel and living expenses or fees and expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware, third-party software licenses, third-party software maintenance and support fees or operating system upgrades.

7. **Use and Restrictions.** Error Corrections, Enhancements, or Releases (or any other programming provided by E-Ring, regardless of its form or purpose) will be considered Software for purposes of Section 1 of the Agreement and will be subject to the rights and restrictions specified in Section 1 of the Agreement. E-Ring will have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining to those works), subject only to the license expressly granted to Licensee in Section 1 of the Agreement. Unless otherwise agreed, Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software to which they relate, and Licensee agrees to return or destroy, as requested by E-Ring, superseded copies when replaced by such works.

8. **Limited Warranty.** E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under Exhibit A of the License Agreement, including Maintenance and Support Services and additional services described in Section 2 of Part B of Exhibit A, will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this section 8, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

9. **Default.** If E-Ring breaches its obligation to perform the Maintenance and Support Services in accordance with the warranty set forth in Section 8 of Part B of Exhibit A of the License Agreement, and E-Ring fails to cure the breach within thirty (30) days after written notice of the breach is given by Licensee to E-Ring, Licensee will have the right to terminate the Maintenance and Support Services, in which case E-Ring must refund to Licensee within ten (10) days of such termination a pro rata portion of the Maintenance Fees pre-paid for the applicable period of coverage. If Licensee fails to pay any undisputed fees or charges due to E-Ring or otherwise fails to carry out any other material obligation of Licensee, then E-Ring may, at its option, in addition to other available remedies, terminate this Agreement, provided that it first gives Licensee thirty (30) days' prior written notice in order to permit Licensee to cure Licensee's default. In addition, maintenance coverage and Licensee's obligations to make payments of Maintenance Fees will automatically terminate with respect to any copies of Software that are no longer licensed for use under the Agreement.

10. **Limitation of Liability.** The cumulative liability of E-Ring for all claims relating to any services provided by e-ring as contemplated under Part B of Exhibit A of the License Agreement, including maintenance and support service, whether in contract, tort, or otherwise, will in no event exceed the total amount of all maintenance fees paid to E-Ring during the then current annual term. In no event will either party be liable to the other party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either party or any third party, even if such party has been advised of the possibility of such potential loss or damage.

11. **Technical Support Procedures.** E-Ring will furnish Licensee with a current version of E-Ring's Technical Support Procedures. The Technical Support Procedures may be amended by E-Ring from time to time.

12. **Definitions.**

12.1 **"Enhancement"** means any modification or addition to the Software that changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction or New Module. Enhancements to the Software are included in the Maintenance and Support Services at no additional charge.

12.2 **"Error"** means any failure of the Software to conform to its Documentation in any material respect.

12.3 "**Error Correction**" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

12.4 "**Module**" or "**New Module**" means a module related to the Software which contains business logic not offered or contained in the then-current version of the Software and is offered by E-Ring as a separate option or feature and is priced separately. New Modules are not included in the Maintenance and Support Services and are subject to a separate charge.

12.5 "**Release**" means a new version of the Software that includes Error Corrections and/or Enhancements.

12.6 "**Technical Support Procedures**" means the E-Ring's Technical Support Procedures, as amended by E-Ring from time to time. The Technical Support Procedures may be amended by E-Ring from time to time upon written notice to Licensee.

All other capitalized terms used in this Exhibit have the meaning given to them in the License Agreement.

Accepted and Approved:

CITY OF MONTGOMERY

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

Company: E-Ring, Inc.
Address: 4910 Corporate Dr.
Suite B
Huntsville, Alabama 35805
Attention: Raj Radhakrishnan
Telephone: 256-772-3464
E-Mail: raj@ering-cad.com

Notices to Licensee should be addressed as follows:

Licensee: City of Montgomery
Address: 103 North Perry Street
Montgomery, Al 36104
Attention: Jeff Downes
Telephone: 334-241-2002
E-Mail: jdownes@montgomeryal.gov



Haskell|Slaughter
attorneys at law

176

MONTGOMERY OFFICE

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

M E M O R A N D U M

September 7, 2011

TO: Donnie Mims
FROM: Tommy Gallion
RE: E-Ring, Inc. Addendum to Contract Agreement

I have reviewed your September 6, 2011 memorandum, the August 22, 2011 e-mail from Jeff Downes with the City of Montgomery to you and its attachment. I have also reviewed Addendum to Montgomery County Commission "Property Tax Administration System" Contract by and between Montgomery County Commission and E-Ring, Inc with City of Montgomery. In addition, I also reviewed Montgomery County Commission "Property Tax Administration System" Contractual Agreement with E-Ring, Inc. that was signed by Chairman Dean on June 13, 2011 and its counterparts. I concur with the City's added words "to the extent permitted by law" written in on page 11.

It is my legal opinion that the contract is legal and binding on all parties and I have no changes. 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
#4,326,204

SECTION 5 INDEMNIFICATION

5.1. Indemnification by E-Ring. E-Ring will indemnify, defend and hold Licensee harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) arising out of any third-party claim that the Software infringes any copyright or United States patent right of any other party. E-Ring's obligation to indemnify Licensee under this Section 5 does not extend to any third-party software other than is part of the Software. E-Ring's obligation to indemnify Licensee is contingent upon Licensee promptly notifying E-Ring of any such claim, granting E-Ring the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with E-Ring in the defense of the claim (at the expense of E-Ring). E-Ring will have no obligation to Licensee under this Section 5 to the extent that the alleged infringement or violation is based upon (a) Licensee's use of the Software other than as set forth in this Agreement and in the Documentation; or (b) any modification to or alteration of the Software performed by anyone other than E-Ring; or (c) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee. At E-Ring's option, E-Ring will satisfy its entire obligation under this Section 5 by either: (x) modifying or replacing the Software so that it performs comparable functions without infringement; (y) obtaining a royalty-free license for Licensee to use the infringing Software; or (z) refunding to Licensee an amount equal to the fees paid with respect to the infringing Software, less the portion of the fees attributable to the period over which Licensee actually used the Software; provided that in any case E-Ring shall be liable for damages payable to a third-party as a result of its claim.

To the extent permitted by law,
5.2. Indemnification by Licensee. Licensee will indemnify, defend and hold E-Ring harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) from any and all third party claims arising out of or relating to: (a) any products or services provided by Licensee through its use of the Software; (b) any use of the Software by Licensee, its employees or agents beyond the rights expressly granted to Licensee under this Agreement; (c) any modification to or alteration of the Software performed by anyone other than E-Ring; (d) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee (e) any other resources or items provided to E-Ring by Licensee or Licensee's agents; and (f) any statements, claims, representations, or warranties made by Licensee, its agents, and employees, relating to any deliverables or products of E-Ring, other than as authorized by E-Ring in writing or made in E-Ring's own writings. Licensee's obligation to indemnify E-Ring is contingent upon E-Ring promptly notifying Licensee of any such claim, granting Licensee the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with Licensee in the defense of the claim (at the expense of Licensee).

5.3. Defense of Indemnified Claims. Each Party will have the sole right to defend or settle any claim indemnified by it under this Section 5. The indemnified Party will have right to participate with the indemnifying Party in the defense or appeal of any such claim or judgment, at the indemnified Party's option and at the indemnified Party's own expense (such expense not being indemnified by the indemnifying Party), but the indemnifying Party will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action. Notwithstanding the foregoing, the indemnifying Party may not enter into any settlement that involves any agreement by the indemnified Party to do anything other than to cease to use the infringing materials or that involves any admission of guilt by the indemnified Party without the indemnified Party's consent.

5.4. This section 5 states e-ring's entire obligation to licensee regarding any infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any other person.

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

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

September 14, 2011

Agenda

SEP 26 2011

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Contract for E.V.E.N. Professional Services – Commission Agenda Item

Mr. Mims:

Please see the attached seven (7) proposed contracts for Professional Services which are submitted for the purpose of offering an annual contract to the E.V.E.N. Domestic Violence program providers for fiscal year 2011-2012. The contract is essentially the same contract as has been used for the past two years with the provision removed stating that the County Commission would pay for all training costs for the providers. All of the current Professional Services contracts for the E.V.E.N. provider staff expire at the close of business September 30, 2011. The MCCPCA Board met on September 13, 2011 and approved the recommendation to renew each of the current E.V.E.N. providers (currently 7 individuals) contracts for services for FY 2010-2011 at their present hourly rates. The hourly rates vary from \$20.00 to \$25.00 per hour based on each individual's time in service providing E.V.E.N. Domestic Violence services and are as follows: Curtis Gage - \$25.00; Fred Madison - \$25.00; Eric Marshall - \$20.00; Angela Orum - \$20.00; Mary Reeves - \$25.00; Derrick Sanders - \$20.00; and Joan Williams - \$25.00.

Those E.V.E.N. staff receiving \$25.00 per hour represent those who have been with the program since it was transferred to the MCCD for administration. Those receiving \$20.00 per hour are relatively new providers who were hired after serving many hours of internship without charge to the program

These services would be reimbursed from offender/participant fees and would not result in any additional cost in operating the E.V.E.N. program. As per the Community Corrections Board requirements, no additional costs would be incurred on the part of the County or Community Corrections to operate the E.V.E.N. program.

I respectfully request that the renewal of the E.V.E.N. Professional Services contracts be placed on the Commission Agenda for consideration at the September 26, 2011 Commission Meeting.

Respectfully submitted,



Paul H. Brown - Executive Director

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

**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), 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. 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, 2012. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2011. 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 _____, 2011.

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 26 2011

September 20, 2011

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item: Montgomery County Drug Court Contract for ADMH
Certified Drug Offender Assessment Services

Please place on the agenda for the next scheduled County Commission meeting, Monday, September 26, 2011, consideration for approval of a new contract for a replacement provider to administer Certified Offender Substance Abuse Assessments. In a previous briefing to the Commission, I explained that our previous provider, resigned citing health considerations and a new RFP was issued for these services in July.

With the approval of Judge McCooey, (the Drug Court Judge) a select panel met to review the proposals received as a result of the RFP and a prospective provider (attached contract) was selected. The proposed contract has been referred to the County Attorney and has received a favorable review. On Tuesday, September 13, 2011, the MCCPCA Board met and voted to recommend that the Contract be approved.

In accordance with House Bill 348 (Now entitled ACT No. 2010-754 of the Alabama Legislature), the Montgomery County Drug Court, serving the 15th Judicial Circuit Courts, is seeking an individual, individuals or entity, to administer timely substance abuse/chemical dependency assessments of Drug Court applicants/offenders. Said assessments must be fully in accordance with the criteria certified by the Alabama Department of Mental Health, Substance Abuse Services Division. The services to be performed under the RFP as issued shall be paid by either the offender, the Alabama Department of Mental Health, or a combination of both, without any cost to the County Commission or the Community Corrections Department. As was the case with the previous provider, the proposed contract will offer some Community Corrections Department office space for the express purpose of performing the requested assessments and this office space is presently available and would not cause any additional operations costs to the Community Corrections Department. The office furnishings were acquired through a Federal grant to enhance court efficiencies or operations.

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

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission, acting on behalf of the Montgomery County Drug Court and the Drug Court Administrator, The Montgomery County Community Corrections Department (MCCCD), desires to enter into a Professional Services Contract with Melba Turner, Ph.D. (also referred to as Provider), to provide substance abuse assessment services.

This is a Professional fee for Services Contract, compensated on the basis of a fee for service to be charged directly to the Drug Court Applicant (offender). Other compensation for said services may be available through a contract between the Provider and the Alabama Department of Mental Health, Substance Abuse Services, and the receipt by the provider for such compensation shall be in addition to the fees authorized in this contract. Only services that are scheduled and pre-approved by the Drug Court Coordinator shall be charged or billed to the Drug Court Applicant (offender) under this Professional Services Contract. Modifications to the schedule must be approved by the Drug Court Coordinator and made in writing to be compensated. The amount to be charged to any Drug Court Applicant for the substance abuse assessment service shall not exceed \$75.00 per assessment. Provider shall be permitted to charge a non-refundable reschedule fee for missed appointments not rescheduled at least by 5:00 pm the day prior to a scheduled assessment. The Montgomery County Drug Court shall assist and provide a letter of support for the Provider in applying for a contract with of the Alabama Department of Mental Health, Substance Abuse Services Division, for supplemental/additional reimbursement for substance abuse assessments, on or before November 15, 2011. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments shall be the responsibility of the Provider. The provider shall provide evidence of application to the Alabama Department of Mental Health, Substance Abuse Services Division to provide substance abuse assessment services for reimbursement. The award of this Professional Services Contract shall not be contingent on the Alabama Department of Mental Health, Substance Abuse Services Division's determination to contract with the Provider for reimbursement for substance abuse assessments.

The substance abuse assessment instruments to be administered shall be the current Alabama Department of Mental Health instruments including: the UNCOPE Screening Tool, the SASD Adult Integrated Placement Assessment, each U.R.I.C.A. Scale for alcohol or drug use and the Mini International Neuropsychiatric Interview (M.I.N.I.). The provider is authorized and whenever practicable agrees to administer in addition to the Substance Abuse Assessments (above), the Offender Risk Assessment System Instrument, including the Offender Self Report and the Community Corrections version of the instrument. In addition to reporting the Assessment results to the Drug Court Team, the Provider shall participate, with the Drug Court Team, to make a professional determination as to the appropriate level of treatment or substance abuse education referral to be recommended for each applicant as a result of the assessments rendered.

Location and Hours of Services

Services shall be performed at the office of the Montgomery County Community Corrections Department (MCCCD), 301 Adams Avenue, Montgomery, Alabama. At the MCCCD office location, the MCCCD will provide an office space, desk, chairs, locking file cabinet and access to office equipment necessary to perform individual offender interviews and assessments in fulfillment of the requisites of this contract. The ORAS Assessment instruments, scoring sheets, Self Reports and other related ORAS materials will be provided by the MCCCD. One individual office space shall be allotted without cost to the provider. It shall be the provider's responsibility to provide all other necessary materials, including the selected assessment instrument, P.C. Computer (if required) case folders, office supplies and other materials for the purpose of meeting the requisites of this RFP. Should the ORAS Assessment become automated through the MIDAS database provided by the Alabama Administrative Office of the Courts, the MCCCD shall provide data terminal access for the purpose of administering the ORAS on-line. The MCCCD office hours are Monday through Friday, 7:00 am through 5:00 pm. Additional office hours are Tuesdays from 5:00 pm through 8:00 pm and Saturdays from 8:00 am through 11:00 am with the exception of County Holidays and National (Federal) Holiday weekends. Other office access hours may be made available on a case-by-case basis and subject to the advance approval of the Executive Director of the MCCCD.

To streamline and make the application and assessment process more efficient, the provider shall provide to the Drug Court Coordinator (a minimum of two weeks in advance) a schedule of times the provider will be available for assessments. The Drug Court Coordinator and the staff of the MCCCD shall schedule all assessments according to the schedule provided and will make this schedule of appointments available to the provider at the office of the MCCCD. Staff of the MCCCD shall assist in the collection of assessment fees whenever practicable through a collection and receipting process that shall be determined by agreement between the provider and the Executive Director of the MCCCD, however, the ultimate responsibility for collecting applicant assessment fees is with the Provider. The Drug Court, the MCCCD and the Montgomery County Commission shall not be responsible for enforcement of any payment agreement between the provider and any Drug Court applicant assessed.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating that she understands that certain Federal Laws and Regulations provide for penalties for unauthorized release of certain confidential client/offender information including Federal Regulation 42 CFR (2) and Laws governing certain medical information protected under HIPAA Regulations and she further acknowledges that she will abide by all Federal, State and program regulations regarding the confidentiality of client/offender information and will safeguard sensitive and protected information. This document shall be affixed to and shall become a part of this contract.

Provider not Designated Sole Provider

Provider acknowledges that the Alabama Department of Mental Health has the authority to contract with and designate other providers to perform mental health and substance abuse assessments. Provider shall be the only substance abuse assessment provider afforded exclusive access to MCCCDC Office space for the express purpose of accommodating assessments of Drug Court applicants for the period of this contract. Provider acknowledges that the Alabama Department of Mental Health may, by its authority, designate, contract with and compensate other local providers to perform like services. Subject to rules and regulations of the Alabama Department of Mental Health, the Drug Court may accept the assessments and recommendations of other qualified substance abuse assessment providers.

Termination of services

Once executed, either party may terminate this contract for services by providing the other party with 30 days prior written notice of intent to terminate the contract.

General Professional Liability –Indemnity Coverage

The provider shall, for the entire term of the contract, carry professional malpractice liability insurance in the amount of at least one million dollars (\$1,000,000) covering acts and omissions and other torts resulting from the provision of the services noted in the contract as awarded. The vendor shall cause their professional insurance carrier to name the Montgomery County Commission, its agents and appointed MCCPCA Board, the Montgomery County Community Corrections Department and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration

The duration of this Contractual Agreement is for one (1) year beginning from date of award of the contract and ending one (1) year thereafter, however, at the election of the Drug Court Coordinator and the Executive Director of the MCCCDC, the contract may be extended for up to two additional one year periods. The Vendor may elect to increase the fees charged for services by no more than 5% for any succeeding year (years 2 and 3) of the contract.

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 _____, 2011.

Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

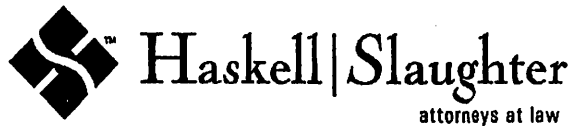
TITLE: _____

PRINT NAME: _____

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

BY: Paul R. Cooper

PAUL R. COOPER 9-13-2011



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

MEMORANDUM
August 18, 2011

TT6

TO: Donnie Mims
FROM: Tommy Gallion
RE: Community Corrections Department
Professional Services Contract for Drug Offender Assessment Services

I have reviewed your August 18, 2011 memorandum and the August 15, 2011 memorandum from Paul Brown to you. I have also reviewed the proposed Professional Services Contract by and between Montgomery County Commission and Melba Turner, Ph.D.

It is my legal opinion that this is a professional services contract and therefore is not subject to the Alabama Bid Law.

I am of the opinion that the services provided for in this professional services contract 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 contract should not be executed if it is the desire of the Commissioners.

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ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

**MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT**
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

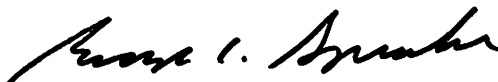
Agenda

SEP 26 2011

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer



DATE: September 14, 2011

**RE: REQUEST FROM POARCH BAND OF CREEK INDIANS
TO INCLUDE DOZIER ROAD AND WARES FERRY ROAD
ON ITS INDIAN RESERVATION ROADS INVENTORY**

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of the attached "Public Authority Letter" to the Bureau of Indian Affairs stating Montgomery County grants permission to the Poarch Band of Creek Indians to include Dozier Road and Wares Ferry Road on its Indian Reservation Roads Inventory. This letter was requested by the Poarch Band of Creek Indians and is needed in order for them to obtain possible future funding for improvements to these roads. This arrangement would be no additional expense to the County. If approved please return the signed original of subject letter to this office for our continuing action.

GCS/gcs

Attachment

cc: File

2011 SEP 14 PM 2:43

ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

September 14, 2011

Mr. Frank Keel, Regional Director
Bureau of Indian Affairs
Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

Dear Mr. Keel:

Montgomery County owns and is responsible for the maintenance now and in the future for Dozier Road and Wares Ferry Road. Montgomery County grants permission to the Poarch Band of Creek Indians to include these roads on its Indian Reservation Roads Inventory. Should funding and Poarch Band of Creek Indians' priorities allow, improvements to such roadways may be made through a cooperative process between the Poarch Band of Creek Indians and County. This document does not grant jurisdiction, ownership, or any other authority over said roadways to the Poarch Band of Creek Indians. No improvements shall take place until Montgomery County grants permission to do so.

Should you need any further information, please contact our County Engineer, Mr. George C. Speake, at (334) 832-1310.

Sincerely,

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

GCS/gcs

cc: File



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

September 19, 2011

T T G

TO: Donnie Mims
FROM: Tommy Gallion
RE: Poarch Band of Creek Indians
Indian Reservation Roads Inventory

I have reviewed your September 14, 2011 memorandum, the September 14, 2011 memorandum from George Speake to you and the proposed letter for Chairman Dean to sign addressed to Frank Keel, Regional Director of Bureau of Indian Affairs, Eastern Regional Office. It is my understanding that the Poarch Band of Creek Indians would like to include Dozier Road and Wares Ferry Road on its Indian Reservation Roads Inventory. I was not furnished a copy of the letter from the Poarch Band of Creek Indians, so I called George and he provided that and additional information for me.

I see no problem with the request by the Poarch Band of Creek Indians; however, a formal contractual agreement should be entered into so there will be no misunderstanding between the parties.

I therefore see no reason why this letter should not be executed if it is the desire of the Commissioners.

Copy to George Speake

50051-317
#4333506_1

10-3

Agenda

SEP 26 2011

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: August 25, 2011
Re: Personal Services Contract – Dr. Adodoyin Ogunbi

Please place the attached contract on the County Commission Agenda for September 12th. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2011 through September 30, 2012.

Thank you for your consideration in this matter.

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2011 through September 30, 2012 for \$47,299.92.

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

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

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

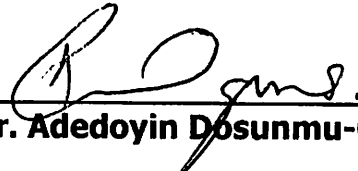
Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

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

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

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

8/23/2011
Date


Dr. Adedoyin Dosunmu-Ogunbi

8/24/2011
Date


Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

**Montgomery County
Youth Facility**

Agenda

SEP 26 2011

Memo

To: Mr. Donnie Mims, County Administrator
From: Bruce R. Howell, Juvenile Court Administrator 
Date: September 6, 2011
Re: Southeastern Psychiatric Management, Inc. Contract

I am requesting that the contract from Southeastern Psychiatric Management, Inc. be placed on the September 12th County Commission Agenda for approval. This is a routine contract which we renew each year. The contract amount is the same as last year.

Thank you for your consideration.

2011 SEP -7 PM 1:48

MONTGOMERY COUNTY
COMMISSION

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

This Contractual Agreement, made and entered into effective October 1, 2011, between Southeastern Psychiatric Management, Inc., and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Southeastern Psychiatric Management, Inc. desires to furnish part-time staff for a Community Based Alternative Program. These services include:

1. Providing mentors who will assist with the supervision of clients' behavior, provide direct services to the clients and assist the Director as required. A maximum of two part-time mentors shall be provided for each Saturday and Sunday.

COST OF SERVICES \$22,464.00 PER YEAR

2. It is agreed upon by and between the parties that any and all disputes arising out of any matter to this contractual agreement shall first be mediated, with a mediator agreed upon by and between parties, and venue for any and all litigation that may result thereafter shall be filed in Montgomery County, Alabama.
3. That Montgomery County Commission and Southeastern Psychiatric, Inc. reserves the right to cancel this Contract at any time during the contract period, providing either party gives a thirty (30) day written notice.

WHEREAS, In Consideration thereof Southeastern Psychiatric Management, Inc. and Montgomery County Commission agree as follows:

1. That the period of the contract will be for one (1) year, beginning October 1, 2011 and ending September 30, 2012 with the option to renew for one (1) year, provided funding is made available.

2. That Montgomery County Commission will pay Southeastern Psychiatric Management, Inc., the total amount of \$22,464.00.

IN WITNESS WHEREOF, we have hereunto set our hands on days and year first above written.

WITNESS:

SOUTHEASTERN PSYCHIATRIC
MANAGEMENT, INC.

Rachel Moore

BY: R. Emmett Benoit, Jr.

TITLE: Vice President

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____
Montgomery County Comm., Chrmn.

TITLE: Chairman

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 26 2011

September 26, 2011

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:

- C-2011-96: Alabama Junior Miss, for Expenses used during the Montgomery County Junior Miss Contest - \$500; (Wilson)
- C-2011-97: Cloverdale Playhouse, Inc., for Educational Programs - \$1,000; (Wilson)
- **NC-2011-78: Rescind Appropriation to BOE, Pintlala Elementary School, for Software for Smart Boards - \$253; (Ingram)
- NC-2011-104: BOE, Pintlala Elementary School, for Principal's Discretionary Fund in the amount of \$253; (Ingram)
- NOTE: Since a check has been issued to BOE, Pintlala Elementary School in the proper amount, a replacement check is not to be issued but that it is to be noted in the Finance Department's records that the purpose of the appropriation is to be changed from Software for Smart Boards to Principal's Discretionary Fund in the amount of \$253 as requested by the school.
- NC-2011-105: City of Montgomery, to be used by BONDS to Support Greater McGehee Estates, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Wilson)

MEMORANDUM

Sherrill Thomas, Finance Director

September 26, 2011

Page 2

- NC-2011-106: City of Montgomery, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Wilson)
- NC-2011-107: City of Montgomery, to be used by BONDS to Support Vaughn Meadows, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Wilson)
- NC-2011-108: City of Montgomery, to be used by BONDS to Support Cloverdale/Idlewild Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Wilson)

**** Rescind**

DLM/tll

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services 

DATE: September 21, 2011

SUBJECT: Invitation to Bid No. 51500-11B-027,
Computer Hardware and Software

Request approval of award on the above referenced bid to low bid of TekLinks, Inc., for the amount of \$58,109.40, be placed on the agenda for the County Commission meeting on September 26, 2011. (copy of spread sheet attached)

These are items that are needed for the Revenue E-Ring system.

Coordination of award made with Mr. Lou Ialacci, Director of Information Systems.

Attachment

SEP 26 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services 

DATE: September 21, 2011

SUBJECT: Contract No. 52110-08B-053,
Sheriff's Office Uniforms

Request approval of the attached Amendment No. 4 to the above referenced contract, extending the existing contract with Azar's Uniforms for a period of thirty (30) days, be placed on the agenda for the County Commission meeting on September 26, 2011.

Extension of contract coordinated with Assistant Chief Deputy Dave Bryan of the Sheriff's Office.

Attachment

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1687
MONTGOMERY, ALABAMA 36102-1667**

**AMENDMENT
TO
CONTRACT NO. 52110-08B-053**

Amendment No. 4

Date: September 9, 2011

Contract No. 52110-08B-053, Sheriff's Office Uniforms, is hereby amended as follows:

Contract period is extended for thirty (30) days changing the expiration date to October 8, 2011.

All other specifications and special provisions of the contract shall remain the same.

Witness:

Azar's Uniforms

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

COMPLETED ACTION DATES

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date September 19, 2011

Agenda

SEP 26 2011

Type of Appointment (☒) Permanent () Temporary

Recruiting

- | | |
|---|------------------|
| () Promotional Register | () Transfer |
| (☒) Open Competitive Register | () Reemployment |

Pay Grade Deputy Sheriff Trainee - \$35,066 (PS104)

Deputy Sheriff - \$36,186 - \$45,139 (PS1)

D T Marshall
Department Head

Date September 1, 2011

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

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: D. Cunningham, Chief Deputy

COMPLETED ACTION DATES

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

1. Position Title Deputy Sheriff, Cpl
Position Number 022
Proposed Effective Date September 19, 2011

Agenda

SEP 26 2011

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade \$37,211 - \$47,900 (PS2)
Pay step to be based upon City and County of Montgomery Personnel

D T Marshall Board Rules and Regulations, Rule VI, Section 10 (A-promotions)
Date September 1, 2011
Department Head

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 _____

16-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 40

Date: September 16, 2011
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: October 3, 2011 Return Date: October 3, 2011
Conference Leave (Days / Hours): 1 day
Purpose of Travel: 8 hour Clandestine Meth Lab Awareness Class

Traveler (s) Name: 1. Captain Anna Thrash 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

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

The above request is app. 09/26/11 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>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$19,396.75</u>
Budget Available:	<u>\$603.25</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$603.25</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/19/2011

cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 41

Date: September 16, 2011
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: October 4, 2011 Return Date: October 4, 2011
Conference Leave (Days / Hours): 1 day
Purpose of Travel: 8 hour Clandestine Meth Lab Awareness Class

Traveler (s) Name: 1. Deputy Thomas Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 09/26/11 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>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$19,396.75</u>	
Budget Available:	<u>\$603.25</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$603.25</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/19/2011

cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 42

Date: September 16, 2011
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: October 13, 2011 Return Date: October 13, 2011
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attorney General Law Enforcement Summit

Traveler (s) Name: 1. Sgt. Terence Crawford 4. Deputy G. Thompson
2. Deputy A. Maggard 5. Deputy M. Krzeminski
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 09/26/11 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>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$19,396.75</u>
Budget Available:	<u>\$603.25</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$603.25</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/19/2011

cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 10

Date: September 14, 2011
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alpharetta, Ga
Departure Date: December 11, 2011 Return Date: December 16, 2011
Conference Leave (Days / Hours): 40 hours
Purpose of Travel: Internal Affairs Investigations Training

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

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

Total (est.) Cost: \$1,450.00 Advance Registration Required: \$695.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

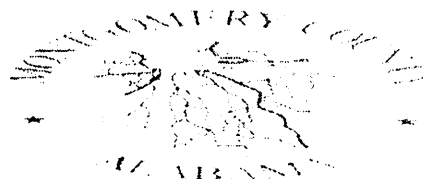
To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 09/26/11 reimbursement of actual and necessary expenses in the
approximate amount of \$1,450.00 and advance registration of \$695.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$5,665.18</u>	
Budget Available:	<u>\$14,334.82</u>	
Current Requests:	<u>\$695.00</u>	
Budget Balance:	<u>\$13,639.82</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/14/2011

cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 22

Date: September 15, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: September 29, 2011 Return Date: September 29, 2011
Conference Leave (Days / Hours): 5 Hours
Purpose of Travel: ACCMA Board Meeting and Conference Planning Meeting

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

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

Total (est.) Cost: \$122.12 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 102.12 - Mileage; 20.00 - Meals

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 09/26/11 reimbursement of actual and necessary expenses in the
approximate amount of \$122.12 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$16,000.00</u>
Approved Requests:	<u>\$8,286.26</u>
Budget Available:	<u>\$7,713.74</u>
Current Requests:	<u>\$122.12</u>
Budget Balance:	<u>\$7,591.62</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2011

cc: Finance Director / Buyer

17-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

SEP 26 2011

Request # 1

Date: September 19, 2011
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Orleans, LA
Departure Date: October 22, 2011 Return Date: October 26, 2011
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Pictometry FutureView 2011 Conference

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,010.00 Advance Registration Required: \$0.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total Est. Cost includes registration, lodging, food and travel.
All from 2012 budget

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 09/26/11 reimbursement of actual and necessary expenses in the
approximate amount of \$1,010.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	<u>120-51985.264</u>	<u>120-51985.260</u>
Description:	<u>Reg & Training</u>	<u>Lodging/Meals</u>	<u>Mileage</u>
Current Budget:	<u>\$17,500.00</u>	<u>\$12,500.00</u>	<u>\$30,000.00</u>
Approved Requests:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Budget Available:	<u>\$17,500.00</u>	<u>\$12,500.00</u>	<u>\$30,000.00</u>
Current Requests:	<u>\$300.00</u>	<u>\$535.00</u>	<u>\$175.00</u>
Budget Balance:	<u>\$17,200.00</u>	<u>\$11,965.00</u>	<u>\$29,825.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/19/2011

cc: Finance Director / Buyer

17-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

SEP 26 2011

Request # 15

Date: September 16, 2011
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 5 Tranquility Base, Huntsville, AL
Departure Date: October 18, 2011 Return Date: October 21, 2011
Conference Leave (Days / Hours): four days
Purpose of Travel: To attend Court Referral/CC/Drug Courts Conference & Annual in Service

Traveler (s) Name: 1. Shonda Grissitt 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$850.00 Advance Registration Required: \$175.00

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. 09/26/11 reimbursement of actual and necessary expenses in the
approximate amount of \$850.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,500.00</u>	
Approved Requests:	<u>\$14,672.26</u>	
Budget Available:	<u>\$827.74</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$652.74</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 9/19/2011
cc: Finance Director / Buyer

17-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 16

Date: September 20, 2011
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 at Montgomery, Taylor Center-RM 221
Departure Date: September 29, 2011 Return Date: September 29, 2011
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend The Crooks are Getting Smarter 2011 Seminar

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. Carolyn Green 5. _____
3. Derrin McNear 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. 09/26/11 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,500.00</u>	
Approved Requests:	<u>\$14,672.26</u>	
Budget Available:	<u>\$827.74</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$652.74</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/21/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 17

Date: September 20, 2011
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 3660 Grandview Parkway, Birmingham, AL 35243
Departure Date: October 13, 2011 Return Date: October 13, 2011
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend the 2011 Alabama Attorney General's Law Enforcement Summit seminar

Traveler (s) Name: 1. Tracy Pezold 4. _____
2. J.R. Hornsby 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 09/26/11 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>\$14,672.26</u>
Budget Available:	<u>\$827.74</u>
Current Requests:	<u>\$175.00</u>
Budget Balance:	<u>\$652.74</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/21/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 36

Date: September 19, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: Oct. 5, 2011; Oct. 12, 2011 Return Date: Oct. 5, 2011; Oct. 12, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Speaker at Seminar-Family Justice Center, Digital Evidence Collection & Safety
Planning in DV Cases

Traveler (s) Name: 1. Steve Searcy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: Special Approval Required

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

The above request is app. 09/26/11 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>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$36,915.76</u>	
Budget Available:	<u>\$8,084.24</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$8,084.24</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/19/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 26 2011

Request # 37

Date: September 22, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: September 30, 2011 Return Date: September 30, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Alabama Sentencing Commission Standards Meeting

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

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

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

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

Additional Comments: _____

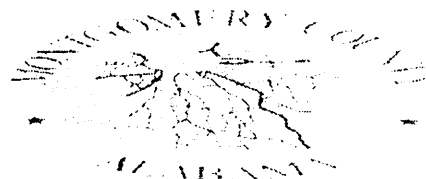
To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 09/26/11 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>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$36,915.76</u>	
Budget Available:	<u>\$8,084.24</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$8,084.24</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/22/2011

cc: Finance Director / Buyer

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