

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 20, 2013

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:

Juvenile Court Administrator Bruce R. Howell
Chief Information and Technology Officer Lou Ialacci and Revenue Manager Terri
Henderson
Sports Sales Manager Ronald Simmons with the Montgomery Area Chamber of
Commerce
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair and Regional Vice President Derril Strickland with
Goodwyn, Mills & Cawood, Inc.
Revenue Commissioner Janet Buskey

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 6, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Grant Application to ADECA for a Juvenile Accountability Block Grant and Related Resolution of Applicant for Matching Funds, District Attorney's Office
2. Consider Master Agreement with Ingenuity, Inc., Regarding Professional Services and Software Development, Information Systems
3. Consider Contract for Professional Services with Dominion Legacy, Inc., Regarding the 2012 Tax Sale, Revenue Commissioner's Office
4. Consider Contract Amendment Number 1 to Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., Regarding Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park (The Amendment is for a Boundary Survey and Platting of the 30 Acre Site for DAS North America, Inc.), County Commission
5. Consider Amendment Number 3 to Contract with Haynes Ambulance of Alabama, Inc., for Renewal of Emergency Medical Treatment and Transportation Services (Ambulance Services), County Commission
6. Consider Amendment Number 3 to Contract with Outdoor Obsessions for Grass Cutting Services at Various Montgomery County Parks, County Commission
7. Consider Amendment Number 2 to Contract with Pro Movers & Storage Regarding Delivery of Equipment to Voting Locations, Probate Judge's Office (Elections)
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Bid Award for Pickup Truck for Forestry Commission, Bid Number 51950-13B-012, Subject to Receiving \$3,713 from Montgomery County Volunteer Fire Departments, County Commission
10. Consider Position Fill Requests for Two Master Auto Mechanics, Position Numbers 650592004 and 650592007, Engineering Department
11. Consider Position Fill Request for Revenue Branch Supervisor, Position Number 800120022, Revenue Commissioner's Office
12. Consider Position Fill Request for Clerk Typist II, Position Number 810012009, Tax & Audit Department

13. Consider Position Fill Request for Juvenile Probation Officer I, Position Number 900304008, Youth Facility
14. Consider Travel/Training Requests (8)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Risk Manager Scott Kramer

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 20, 2013

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

MAY 27, 2013

County Holiday (Memorial Day)

JUNE 3, 2013

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

JUNE 17, 2013

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

JULY 1, 2013

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

JULY 4, 2013

County Holiday (Independence Day)

JULY 15, 2013

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

PERSONNEL ACTIONS

Fill action continues for 1 Payroll and Benefit Assistant – Finance Department
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 2 Service Maintenance Worker I – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Revenue Auditor – Tax & Audit 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 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 17 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Corrections Officer Sergeant – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Store Clerk – Detention Facility
Fill action continues for 5 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineering Technician II – Engineering Department
Fill action continues for 1 Civil Engineering Technician III – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Election Director – Probate Judge's Office (Elections Center)
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 2 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Building Maintenance Superintendent – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility

May 20, 2013

05-20-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-10-13

Check Number	To	Check Number
234982		235089
Total Checks Paid		\$753,406.67

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

05-20-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-10-13

Check Number	To	Check Number
235090		235204
Total Checks Paid		\$406,395.97

**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
05/17/13

Payroll Check Number	116173	To	Payroll Check Number	116275	\$ 78,203.94
Direct Deposits					\$ 757,641.96
Payroll Check Number	116276	To	Payroll Check Number	116302	\$ 244,841.75
Direct Deposits					\$ 318,756.77
Federal Deposits					\$ 307,484.91
Total Payroll Paid					\$ 1,706,929.33

CHECK #

116172

PAYEE

Troy Alan Steelman

AMOUNT

\$130.56

DATE

05/03/13

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



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of Ellen Brooks

District Attorney Fifteenth Judicial Circuit of Alabama

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



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

Agenda

MAY 20 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: May 15, 2013

RE: Juvenile Accountability Block Grant

The Montgomery County District Attorney's Office is applying to ADECA for a Juvenile Accountability Block Grant for a Juvenile Truancy Prosecutor. The County Commission serves as the sub grantee and agreed at the May 6 Commission meeting to provide the matching funds. The grant start date will be October 1, 2013.

Please place this grant application request on the Montgomery County Commission agenda for Monday, May 20, 2013.

Thank you.

attachment

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690		GRANT APPLICATION Date Received by LETS Grant # Assigned (Leave Blank) Form Revised January 10, 2004	Page 1
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application			
1. Applicant Name Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail		3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail	
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550		Signature _____ Date: _____	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org Signature <u>Rhonda B. Cape</u> Date: 05/15/2013		5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature <u>Sherrill Thomas</u> Date: 5/16/13	
6. Type of Application ☒ Original ☐ Continuation of Previous Grant Number:		7. Program Under Which Application is Made Juvenile Accountability Block Grant	
8. Project Start Date (Estimated) 1-Oct-13		9. Project Ending Date (Estimated) 30-Sep-14	
10. Does this application require a prior cost approval? ☒ Yes ☐ No			
11. Name of the Project (Brief Descriptive Title) Montgomery County Truancy Prosecutor		12. Grant Funds Requested \$ 76,500.00	
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)		14. Total Project Duration (in Months) 12	
15. Project Summary: (Suitable for a news release pertaining to this project) (Attached)			

Resolution of Applicant for Matching Funds

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Applicant

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

as Chairman, be authorized to make

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

Adopted this the _____ day of _____ 2013

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

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, 2013, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the _____ day of _____, 2013.

(Name)

(Title)

PROJECT SUMMARY

During the 2007-2008 academic school term there were 60,643 unexcused absences reported by Montgomery Public Schools (hereinafter referred to as "MPS"). In the 2008-2009 school term, there were 89,348 unexcused absences reported. MPS records during the 2009-2010 school term showed 94,277 unexcused absences, and during the 2010-2011 term, there were 116,849 unexcused absences reported. There was a slight drop in reported unexcused absences during the 2011-2012 school term with 94,351. The sheer number of unexcused absences indicates a serious problem that impacts the educational system, the community and more importantly, the truant.

Truancy is costly. It costs school districts thousands of dollars each year in funds that are tied to daily attendance figures. The community is also impacted by truancy: Businesses must expend additional funds to train uneducated workers; Taxpayers are put in a position requiring the payment of higher taxes to pay for additional law enforcement, welfare costs for dropouts and the underemployed; and, crime victims are put at a deficit due to losses sustained as a result of being victimized by a juvenile who should have been in school. Studies have shown that a truant is at a higher risk than those who attend school to commit delinquent acts, use drugs/alcohol, and become a victim of crime. Further, truants can expect to have a diminished earning capacity over his/her lifetime potentially resulting in poverty and dependence upon government assistance.

In response to the issue of truancy and its effects, the Montgomery County District Attorney's office (hereinafter referred to as the "DA" or "DA's office") partnered with MPS during the 2010-2011 school-term by implementing the Truancy Intervention Program ("TIP"). What began as a pilot program has now been implemented throughout the school district to address truancy in Montgomery County. While the partnership has thus far proven to be successful, it has created a new opportunity.

The partnership between the DA and MPS has resulted in a drastic increase in the number of truancy petitions filed against juveniles, as well as an increase in the number of warrants filed against parents for not fulfilling their parental duties by ensuring their child's school attendance. Further complicating the issue is the fact that this type of case is a very tedious and time consuming proposition in terms of prosecution. The increase in volume and the intricacies of this type case will result in a significant back log within the juvenile system impacting the expeditious prosecution of much more serious offenses i.e., violent felonies. Future expansion of the truancy effort is predicted to result in additional court dockets to address the backlog that will be created. Thus, the hiring of an additional prosecutor within the juvenile justice system in Montgomery County, with an emphasis on the prosecution of truancy and adult contributing cases, will help alleviate court backlogs and enable serious felonies to be prosecuted more expeditiously.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION	Page 6
	20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8.	
	Form Revised January 10, 2004	

A. Personnel:						
List each individual with salary						
Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
TBD	Juvenile Truancy	\$ 2,237.33	24	100%	\$ 53,695.92	\$ 53,695.92
	Prosecutor (DDA)	\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 53,695.92

Fringe Benefit Computation				
FICA	\$ 53,695.92		7.650%	\$ 4,107.73
SUI	\$ 53,695.92		0.000%	\$ -
W/C	\$ 53,695.92		0.000%	\$ -
Health Insurance	\$ 800.00	12	100.00%	\$ 9,600.00
Health Insurance	\$ -	0	0.00%	\$ -
Retirement	\$ 53,695.92	1	12.02%	\$ 6,454.24
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
				Fringe Sub-Total
				\$ 20,161.97
Total Personnel Expenditures				\$ 73,857.89

B. Confidential Expenditures:	
<i>Prior approval of procedures is required</i>	
1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -
Total Confidential Expenditures	
\$ -	

Professional Services:	
Must be itemized	
<i>List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.</i>	
1. Individual Consultants and/or Contracting of Service Organizations	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Professional Services	
\$ -	

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative Detailed Budget (Continued) Form Revised January 10, 2004		
D. Travel: Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)			
Mileage: _____ mileage to/from conference	\$ 300.00		
Per Diem: _____ meals at \$40/day	\$ 200.00		
Conference Cost: _____ conference registration	\$ 350.00		
Other: _____ hotel expenses	\$ 750.00		
Total Travel \$ 1,600.00			
E. Operating Expenses: Must be itemized			
Office Supplies	\$ 2,942.11		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Total Operating Expense \$ 2,942.11			
F. Equipment Purchase: Must be itemized			
Item	Qty	Unit Price	Total Item Cost
Office furniture: desk, chair	1	\$ 1,500.00	\$ 1,500.00
Desktop Computer	1	\$ 1,000.00	\$ 1,000.00
Desktop Printer	1	\$ 400.00	\$ 400.00
Laptop for use in Court	1	\$ 1,000.00	\$ 1,000.00
Office Chairs for Clients	2	\$ 300.00	\$ 600.00
Desk Phone/cell phone (1 ea)	1	\$ 500.00	\$ 500.00
file cabinets	2	\$ 800.00	\$ 1,600.00
See Attachment 2 (Equipment)			\$ -
Equipment Purchase Total			\$ 6,600.00
Lease or Rental Equipment			
		\$ -	\$ -
		\$ -	\$ -
See Attachment 2 (Equipment)			\$ -
Lease or Rental Total			\$ -
Total Equipment Expense			\$ 6,600.00
Total Project Cost			\$ 85,000.00
			\$ 85,000.00
Matching Ratio:	ADECA / LETS %	90%	ADECA / LETS Support
	Match %	10%	
			\$ 76,500.00
			\$ 8,500.00

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION Source of Match and Continuation Projection Form Revised January 10, 2004	Page 9
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22. Source of Contribution:

(Indicate Sources Per Instructions)

	\$	-
Montgomery County Commission	\$	8,500.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

 Total Matching Contribution: \$8,500.00

 Match from page 7 \$ 8,500.00

 Match Differential: \$0.00
23. Budget Summary and Projection:

(Total budget of applicant or implementing agency)

APPLICATION IS INCOMPLETE WITHOUT THIS

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ -	\$ 73,857.89	\$ 56,950.00
B Confidential Expenditures	\$ -	\$ -	\$ -
C Professional Services	\$ -	\$ -	\$ -
D Travel	\$ -	\$ 1,600.00	\$ -
E Operating Expenses	\$ -	\$ 2,942.11	\$ -
F Equipment	\$ -	\$ 6,600.00	\$ -
 Total Budget of Applicant	 \$ -	 \$ 85,000.00	 \$ 56,950.00
Duration of Project Phase	12	12	12

24. Federal Support:

Will other Federal support be available for any part of this project?

 Yes ☐

 No ☒

If "Yes", Explain:

25. Federal Submissions:

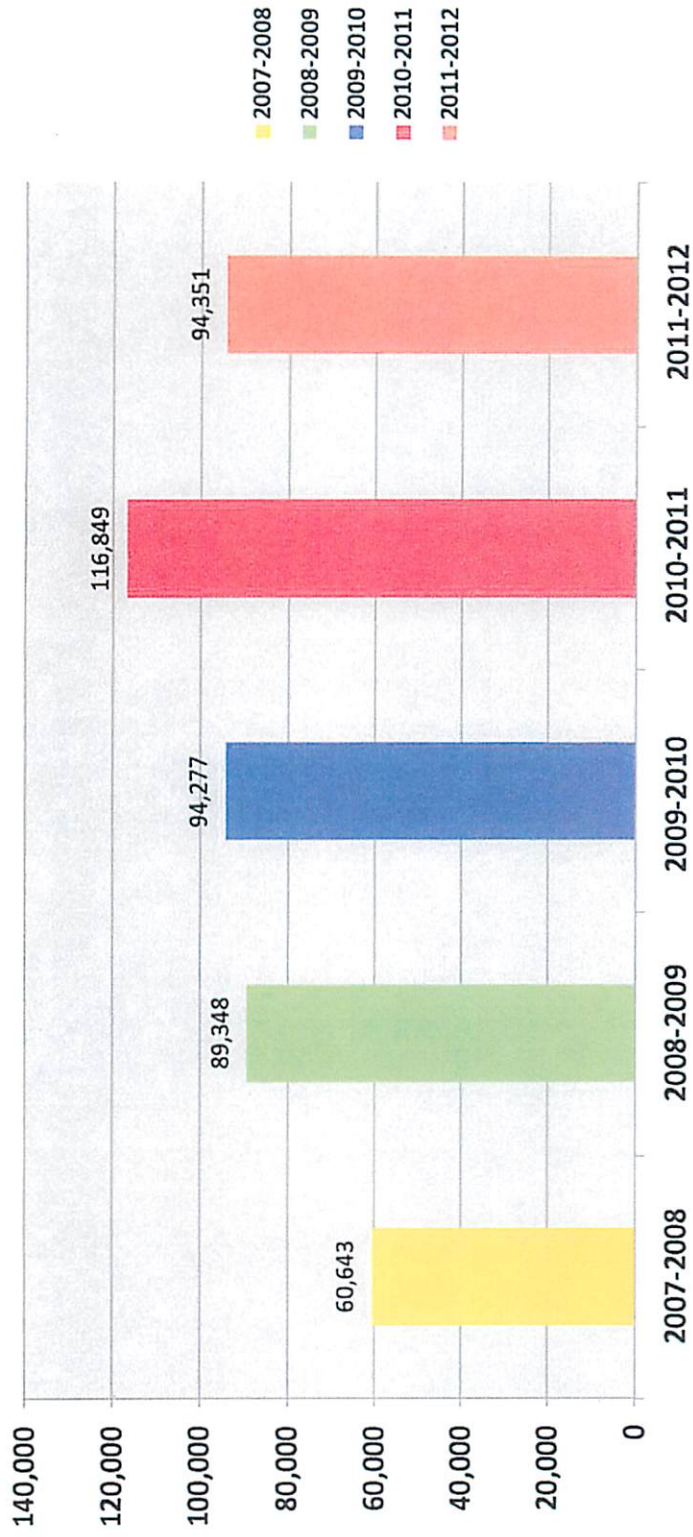
Have other Federal agencies been contacted for assistance on this or similar projects?

 Yes ☐

 No ☒

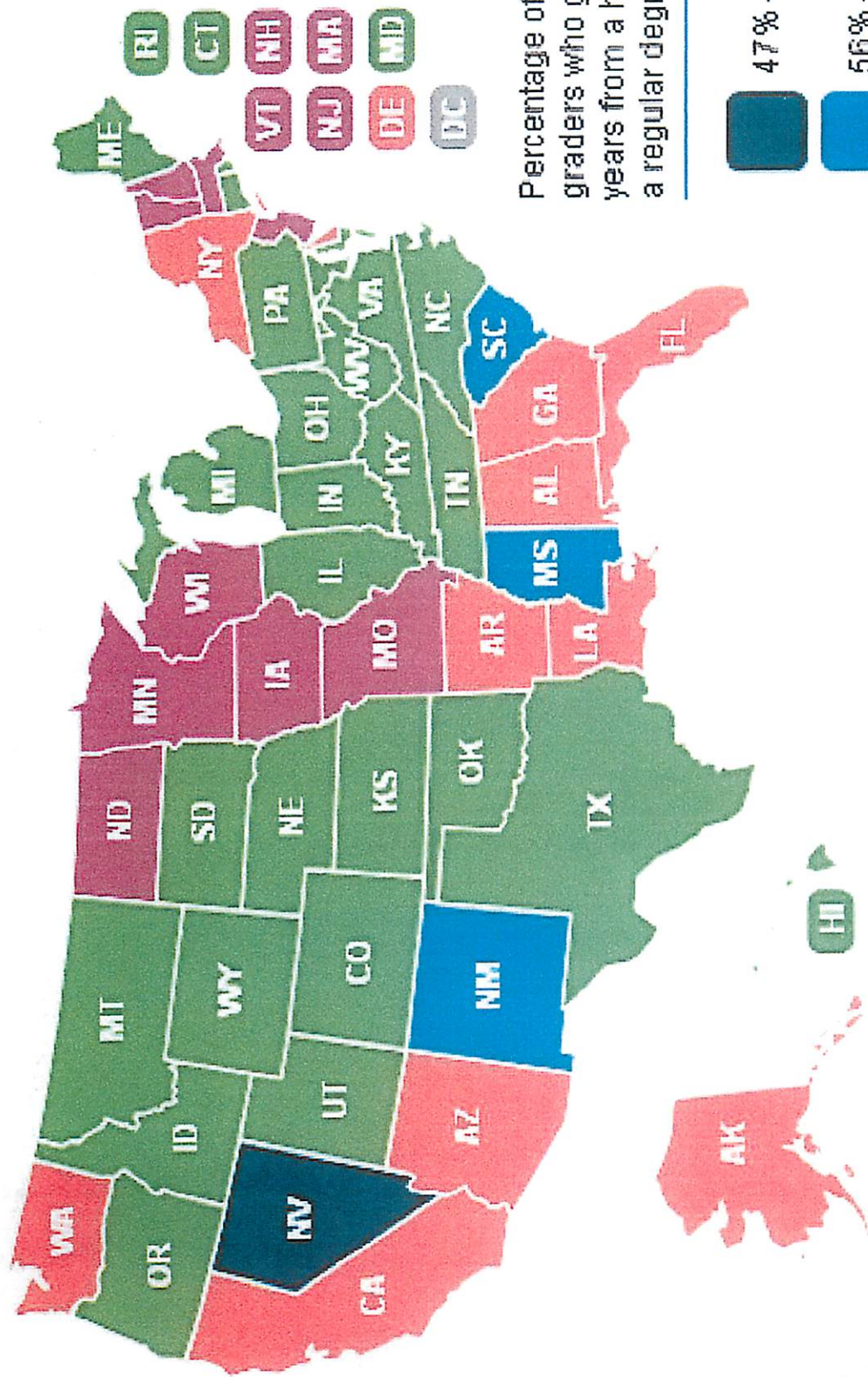
If "Yes", Explain:

Number of Unexcused Absences District Wide 2007-2012



MPS Truancy/Affidavits/Contributing Warrants Filed 2007-2012





MAY 20 2013

Interoffice Memo

To: Donnie Mims**From:** Lou Ialacci **Cc:** Judge Steven Reed, John Mitchell, Rick Hayes, Pat Silas**Date:** May 15, 2013**RE:** Ingenuity Master Service Agreement (MSA) Approval

Montgomery County Commission entered into the original thirty month MSA with Ingenuity, Inc on July 1, 2005. The agreement has been extended twice in the past with the last amendment extending the agreement through November 2012. Due to an oversight the last amendment expired and thus so did the MSA. Attached is an updated MSA from Ingenuity, Inc with minimal modifications based on current Commission requirements.

Ingenuity has been and continues to be a very valuable business partner with the Montgomery County Commission. They have been involved in saving the County significant amounts of money with telephone and power services. In addition they worked very closely with the Probate Office to develop the best vehicle and boat registration system in the state. Ingenuity continues to provide maintenance services on the registration system. In addition Ingenuity has worked on other special projects like disaster recovery.

Currently Ingenuity is very interested in working with the County and City to develop a new system for sales and use tax collections that would integrate with their business license system, which is currently in use in several counties.

I request this be included on the Commission's May 20, 2013 agenda for their approval.

Thank you

Ingenuity

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this ____ day of May, 2013, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Montgomery County Commission ("Montgomery County"). This Agreement will serve to replace and supersede the Master Agreement between the parties dated August 21, 2007 as amended February 20, 2010.

A. Ingenuity is a professional services and software development firm that provides a broad range of strategic, creative, business and technology services.

B. Montgomery County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Montgomery County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. **SERVICES.** Ingenuity shall perform for Montgomery County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Montgomery County shall provide Ingenuity access to Montgomery County's facilities and all relevant Montgomery County information.

2. **TERM.** The initial term of this Agreement shall be for three (3) years beginning as of the date of this Agreement.

3. **PAYMENT FOR SERVICES.**

(a) Payment. Montgomery County shall pay Ingenuity as set forth in the applicable SOW.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing the Services to Montgomery County hereunder shall be paid by Ingenuity, unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Montgomery County as agreed upon in the applicable SOW and Montgomery County shall pay Ingenuity's invoices within thirty (30) calendar days of the date of Ingenuity's invoice.

4. **CONFIDENTIALITY.** In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Montgomery County shall incur no liability and will not breach

this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND POTENTIALLY CERTAIN RELATED SOFTWARE. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY REPRESENTATION, WARRANTY, OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES OR SOFTWARE, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Montgomery County Warranty. Montgomery County represents and warrants that it has full power and authority under any software licenses or other contracts relating to computer software with regard to which Ingenuity is to deliver the Services, to permit Ingenuity to provide such Services without liability to any third party. The parties hereto recognize and agree that in providing the Services contemplated hereunder, Ingenuity may have access to certain computer software licensed to Montgomery County by third party licensors, and Montgomery County hereby agrees that, to the extent necessary, Montgomery County shall be responsible for obtaining the written consent of any licensors or other third parties necessary in connection with any software licenses or other agreements to which Montgomery County is a party. Montgomery County further represents and warrants that as to content generated by Montgomery County or Montgomery County-supplied intellectual property, that (1) Montgomery County holds the necessary rights to permit the use of such by Montgomery County for the purposes of this Agreement and (2) the use or transmission of such will not violate any civil or criminal laws, rules or regulations or any rights of any third parties including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, trade dress or other proprietary or property right.

6. OWNERSHIP OF WORK.

(a) License of Deliverables. Ingenuity grants Montgomery County a world-wide, transferable, assignable, nonexclusive and perpetual license to use, operate, modify and/or market any Deliverable, as defined in a SOW, provided by Ingenuity.

(b) Right to Use Work. Ingenuity may, with Montgomery County's written approval, use work completed for Montgomery County for the following: inclusion in Ingenuity's portfolio of work to be used for the purposes of demonstrating proficiency and competence to prospective customers; submission of work to competitions for purposes of pursuing awards of recognition; and publication of award winning work in any media by recognized competitions.

(c) Ingenuity Software. Notwithstanding the foregoing, Ingenuity's processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise used by Ingenuity in providing Services, are not included in any Deliverable and Ingenuity retains all right, title and interest in and to such processes, including all intellectual property rights pertaining thereto. Montgomery County also acknowledges that Ingenuity may provide certain Ingenuity products and computer software comprising (i) pre-existing software developed by Ingenuity or (ii) modifications to such pre-existing Ingenuity software, or (iii) new subroutines developed by Ingenuity (collectively referred to as "Ingenuity Software"). For purposes of this Agreement, "subroutine" means modules or code having one or more functions incorporated, embedded or contained within a Deliverable. Ingenuity Software may or may not be included in a Deliverable. Title to all such Ingenuity Software shall remain vested solely in Ingenuity. However, Ingenuity grants Montgomery County a worldwide, nonexclusive and perpetual license to operate and/or modify such Ingenuity Software.

7. **INSURANCE.** Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH MONTGOMERY COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY MONTGOMERY COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. **INDEPENDENT CONTRACTORS.** Ingenuity's relationship with Montgomery County shall be that of an independent contractor and not that of an employee of Montgomery County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Montgomery County, whether regulatory or contractual, or to assume any responsibility for Montgomery County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

If a SOW attached hereto specifies certain Ingenuity staff to perform the Services, Ingenuity may in its reasonable discretion substitute or add other personnel and will notify Montgomery County of such changes in writing and amend the applicable SOW; provided, however, that such replacement personnel shall be acceptable to Montgomery County. If a SOW does not specify individual Ingenuity staff members to perform the Services, then Ingenuity may staff the Services as it reasonably sees fit, but shall use reasonable efforts to notify Montgomery County of any changes to Ingenuity's personnel from those initially assigned to perform the Services.

10. **TERMINATION.** Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party fifteen (15) business days prior written notice with an opportunity to cure the breach within such fifteen (15) business day period. In the event that the breaching party fails to cure the breach within the fifteen (15) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. **DISPUTE RESOLUTION.** If a dispute arises out of or related to this Agreement or its breach, the parties shall endeavor to settle this 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 through 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 Ingenuity, Inc.

12. MISCELLANEOUS.

(a) This Agreement and any executed SOW constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Montgomery County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Montgomery County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in the Circuit Court of Montgomery County, Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road
Pelham, AL 35124
Attention: President

Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36102
Attention: County Administrator

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Montgomery County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice

to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity shall have the right to prepare and distribute a news release announcing Montgomery County as a customer of Ingenuity. Montgomery County has the right to approve any news release prior to its distribution, and Montgomery County agrees to cooperate with Ingenuity in providing an appropriate quotation for an approved release. Ingenuity may reference Montgomery County's name and use Montgomery County's logo in Ingenuity's sales calls and in lists of Ingenuity's customers. This provision shall survive the termination of this Agreement.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Montgomery County Commission

Ingenuity, Inc.

Signature: _____

Signature: _____

By: Elton N. Dean, Sr.

By: Rick A. Hayes

Title: Chairman

Title: President

Date: _____

Date: _____



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
May 13, 2013

6-
1-1-1

TO: Donnie Mims
FROM: Tommy Gallion

RE: Ingenuity, Inc.
Master Agreement

I have reviewed your May 13, 2013 memorandum and the April 29, 2013 memorandum from Lou Ialacci to you. I also reviewed the Master Agreement by and between Montgomery County Commission and Ingenuity, Inc.

It is my understanding from Lou Ialacci's memorandum that the original agreement expired in November 2012. Due to an oversight, the last amendment to the Master Agreement expired and thus so did the Master Agreement. Hence, MCC would like to replace and supersede the Master Agreement between the parties dated August 21, 2007 as amended on February 20, 2010.

In my review of the May 2013 Master Agreement, I noted that the term is for three (3) years and that there are no renewal clauses in the agreement. So in May 2016, this Master Agreement will expire and will need to be amended or a new master agreement entered into. I have no changes to the Master Agreement and it is legal and binding upon all the parties.

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
4790306_1

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

MAY 20 2013

May 1, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner 

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2012 TY TAX SALE

Attached please see the proposed contract for professional services for Gary Boyd of Dominion Legacy, Inc. to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2013 FY budget.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

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

Gary W. Boyd
Biographical Information

Professional Experience:

1984 to 2009 (25 years) – Served in four different positions with the Jefferson County Tax Collector's Office, Birmingham, Alabama. This period spanned part of the terms of three different Tax Collectors.

Ultimately responsible for the Land Redemptions area of the Tax Collector's Office. Also responsible for planning and conducting the annual tax sale (3,000 to 5,000 items annually).

Retired from Jefferson County Tax Collector in June 2009 to start **Alabama Tax Properties** (Dominion Legacy, Inc.). This business offers the following services:

Governmental consulting
Tax certificate and tax deed management
Contract investor representation
Property transition management
General property tax consulting

Education:

Graduate of Samford University in Birmingham, Alabama in May, 1983 with a B. S. in Business Administration.

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Legacy, Inc.**, for professional services to be rendered by Dominion Legacy, Inc. for the event of the 2012 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 5, 2013.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Legacy, Inc. for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.50 per parcel for each parcel offered at the tax sale. Fees will not be less than \$2,450.00 (equivalent to 700 parcels) or greater than \$3,500.00 (equivalent to 1,000 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at \$3,500.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .565 per mile not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$200.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

MEDIATION: 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 Dominion Legacy, Inc.

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr.
Chairman
Montgomery County Commission

Date

Gary W. Boyd, Director
Dominion Legacy, Inc.

Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

Agenda

MAY 20 2013

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Contract Amendment Number 1 regarding Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding an Agreement for Engineering Services concerning Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park, subject to assurance of reimbursement from DAS should Project Agreement not be executed. The Commission agreed to place this Agreement on the April 15, 2013 agenda and it was approved.

Attached is a Contract Amendment Number 1 to the Agreement for Engineering Services for a boundary survey and platting of the 30 acre site.

I am requesting approval of this item.

DLM/tn

Attachment

**CONTRACT AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
AND
GOODWYN, MILLS & CAWOOD, INC.
GMC PROJECT NO. CMGM130066**

The agreement for engineering services for the construction of water and sewer extension, dated _____, 2013, is hereby amended as follows:

ARTICLE 1. Basic Services is amended to include:

Boundary Survey

- 1.33 ENGINEER will prepare a boundary survey in accordance with industry standards of a 30-acre parcel of land at the north end of Industrial Park Boulevard, Montgomery Industrial Park. The configuration of said parcel is to be determined by the OWNER in conjunction with the proposed user of the site.

PLAT

- 1.34 ENGINEER will prepare a plat of the 30-acre parcel, in accordance with industry standards, for submittal to the Planning Controls Department of the City of Montgomery for approval by the Montgomery Planning Commission. ENGINEER will represent the OWNER at the public hearing and will assist the OWNER with recording the final plat document.

ARTICLE 4. Compensation is amended to include:

- 4.17 The OWNER agrees to pay to the ENGINEER a total fee of \$3,500.00 for the Boundary Survey as noted in Article 1, 1.33, Amendment No. 1.
- 4.18 The OWNER agrees to pay to the ENGINEER a total of \$500.00 for the platting as noted in Article 1, 1.34, Amendment No. 1. Said fee does not include out of pocket expenses to include submittal fees, advertising costs, etc.

Wherefore, the undersigned, by their signatures, certify they have carefully read their contract Amendment No. 1, understand the terms and condition contained therein, have proper authority to execute this Amendment and do so as their own free act.

OWNER:

THE MONTGOMERY COUNTY COMMISSION
A MUNICIPAL CORPORATION

By: _____

Title: _____

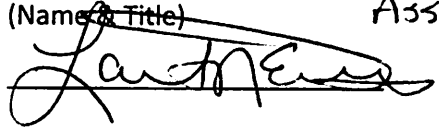
ATTEST: _____
(Name & Title)

ENGINEER:

GOODWYN MILLS & CAWOOD, INC.

By: 
Derril L. Strickland, P.E.

Title: Regional Vice President

ATTEST: Lanita Evans - Admin. Assist.
(Name & Title) 

Agenda

MAY 20 2013

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: May 2, 2013

SUBJECT: Contract No. 52110-10C-018, Emergency Medical Treatment and
Transportation Services for Montgomery County

Request approval of the attached Amendment No. 3 to the above referenced contract, with Haynes Ambulance of Alabama, Inc., be placed on a future agenda for the County Commission meeting.

Amendment No. 3 will extend the contract for an additional three (3) month period, beginning July 1, 2013 and ending September 30, 2013, with no increase in price and no changes to the original specifications.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 3

DATE: May 2, 2013

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning July 1, 2013 and ending September 30, 2013.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MAY 20 2013

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: May 3, 2013

SUBJECT: Contract No. 51901-10B-017,
Grass Cutting Services at Various Montgomery
County Parks

Request approval of the attached Amendment No. 3 to the above referenced contract, with Outdoor Obsessions, be placed on a future agenda for the County Commission meeting.

Amendment No. 3 will extend the contract for an additional one (1) month period, beginning June 15, 2013 and ending July 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51901-10B-017

Amendment No. 3

DATE: May 3, 2013

Contract No. 51901-10B-017, Grass Cutting Services at Various Montgomery County Parks, is hereby amended as follows:

-Contract is hereby extended for a one (1) month period, beginning June 15, 2013 and ending July 31, 2013.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

OUTDOOR OBSESSIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: May 1, 2013

SUBJECT: Contract No. 51910-10C-007, Delivery, Placement,
Precinct Assembly of Election System Equipment

Request approval of the attached Amendment No. 2 to the above referenced contract, with Pro Movers & Storage, be placed on a future agenda for the County Commission meeting.

Amendment No. 2 will extend the contract for an additional six (6) month period, beginning July 1, 2013 and ending December 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51910-10C-007

AMENDMENT NO. 2

DATE: July 1, 2013

Contract No. 51910-10C-007, Delivery, Placement, Precinct Assembly and return of Sensitive Computerized Voting and Election Systems, is hereby amended as follows:

-Contract period is extended for six (6) months, beginning July 1, 2013 and ending on December 31, 2013.

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

WITNESS:

PRO MOVERS & STORAGE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAY 20 2013

May 20, 2013

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-2013-97: Alabama – Korea Educational Exchange Program, Inc., (A-KEEP, Inc.), for Elite Global Leadership Program - \$500; (Polizos)
- C-2013-98: Council on Substance Abuse-NCADD, for the Community Recovery Support Track (CREST) Program - \$500; (Polizos)
- C-2013-99: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,000; (Polizos)
- NC-2013-99: City of Montgomery, to be used by BONDS to Green Acres Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)
- NC-2013-100: City of Montgomery, for Montgomery Museum of Fine Arts, for the 40th Montgomery Art Guild Museum Exhibition - \$500; (Harris)
- NC-2013-101: Town of Pike Road, for 2013 Summer Fest - \$1,500; (Ingram)

DLM/tll

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: May 1, 2013

SUBJECT: Invitation to Bid No. 51950-13B-012
Pickup Truck for Forestry Commission

Request approval of award on the above referenced Invitation to Bid, to the low bid of Stivers Ford Lincoln, for the amount of \$24,713.00, to be placed on a future agenda for the County Commission meeting. (Copy of spread sheet attached)

Coordination of award made with Dale Hurst of the Forestry Commission.

Attachment

Purchasing Department

ABSTRACT FOR BIDS:						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51950-13b-012															
DATE ISSUED: MARCH 26, 2013															
DATE OPENED: APRIL 9, 2013															
FORESTRY COMMISSION															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	2013 Chevrolet	Ea	1	\$24,713.00	\$24,713.00	\$32,674.20	\$32,674.20	\$35,100.00	\$35,100.00						
	Silverado 1500, 1/2 Ton														
	or Equal														
TOTAL BID AMOUNTS							\$24,713.00		\$32,674.20		\$35,100.00				

Notes: 16 Bids Mailed Out

9-2

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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

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

Agenda

MAY 20 2013

April 29, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
4/29/2013

SUBJECT: Position Fill for Master Auto Mechanic

It is requested that we be allowed to fill two vacant Master Auto Mechanic positions at our Vehicle Maintenance Shop.

We presently have six Master Auto Mechanic slots, three of which are currently vacant. We will soon have four vacant slots because one of our mechanics has notified us he will be resigning his employment with us within effective May 20, 2013. After his resignation we will have only two Master Mechanics remaining at our shop.

We have delayed filling these vacancies in efforts to comply the the ongoing hiring freeze, and we have been able to "get by" over the past fall and winter months when workloads were slower paced. However, with the mowing season now upon us, it is essential that we fill two of the four vacancies immediately in order to keep the mowing crews' equipment operational and properly maintained.

These two position fills will be open and competitive (new hires); however, due to the number of recent retirements in our department, there is sufficient funding in the Engineering Department's FY 2013 budget to cover costs of these two positions. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering, Shop

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James W. Trimble Jr, Fleet Maint. Supt.

1. 4/29/13 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE: Master Auto Mechanic (0592)

POSITION NUMBER: 650592004

PROPOSED EFFECTIVE DATE: May 13, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

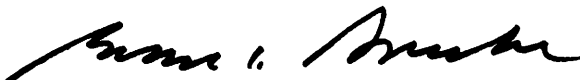
() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE: (S010) (\$31,462 - \$44,786 Annual) S-1

 DATE April 29, 2013
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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering, Shop

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James W. Trimble Jr, Fleet Maint. Supt.

1. 4/29/13 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE: Master Auto Mechanic (0592)

POSITION NUMBER: 650592007

PROPOSED EFFECTIVE DATE: May 13, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE: (S010) (\$31,462 - \$44,786 Annual) S-1

 DATE April 29, 2013
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 _____

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

MAY 20 2013

May 1, 2013

MEMORANDUM

TO: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Position Fill Request – Revenue Branch Supervisor

Effective June 1, 2013, Scott Clemens will be retiring leaving us with a Branch Supervisor vacancy.

I respectfully request authorization to fill this position effective June 1, 2013. This position will be a promotional position filled from current employees within the Revenue Commissioner's Office.

I am requesting that this position be considered and placed on the agenda at the next Commission meeting.

Thank you for your consideration.

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

11-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

COMPLETED ACTION DATES

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

1 POSITION TITLE Revenue Branch Supervisor

POSITION NUMBER 800120022

PROPOSED EFFECTIVE DATE June 1, 2013

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A07 (38,734 - 55,138) Pay step to be based upon City & County of Montgomery
Personnel Board Rules & Regulations, Rule VI, Section
Janet Buskey Date 5/1/2013 10(a) promotions
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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

Agenda

MAY 20 2013

May 15, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Position Fill Request for Clerk Typist II

Please see attached memo from Terri Henderson, Tax & Audit Manager, requesting a vacancy be filled due to the resignation of Ms. Karen Grimes, leaving the staff short. This is an authorized position and is fully funded in the budget.

This information was discussed during the Working Session on May 6, 2013 and I was advised to place this item on the next agenda for approval for the May 20, 2013 Commission Meeting. I recommend approval of this request.

If you have any question, please contact me.

JAM/tm

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
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(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Position Fill Request due to Resignation

Please see attached memo from Terri A. Henderson, Tax & Audit Manager, concerning the resignation of Ms. Karen Grimes, Clerk Typist II, in her office. This request is effective as of May 15, 2013 in order to accept a position with the State of Alabama. This position is crucial to the operation of this office. They are responsible for opening mail and posting the checks received during the 20th - 31st of each month. In addition, the Sales, Tax & Audit Department is responsible for 42% of the County Revenue in General Funds.

This is an authorized position and is fully funded in the budget. If the Commission has no objection I am requesting that this item be added as future agenda item. Hopefully you will look favorably upon filling this position. I will be discussing this matter during the Working Session meeting on May 6, 2013.

JAM/tm

Attachment

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Tax & Audit Department
 DEPARTMENT HEAD: Terri A. Henderson
 SUPERVISOR: Terri A. Henderson

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

1. Position Title Clerk Typist II SY0120
 Position Number 810012009
 Proposed Effective Date 05-16-2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A03 Step 1 \$24,414.00 Annual

Terri A. Henderson Date 05-02-2013
 Department Head

2. Administrative Review

() Approved
 () Disapproved

ORIGINAL

Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

4. Selectee:

 Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
 () Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: May 2, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *05/02/13*

RE: Resignation Notice Received From Karen Grimes – Clerk Typist II

Please see copy of the resignation notice attached received today from Karen Grimes stating her last work day will be on May 15, 2013. As this Clerk Typist II position is the only permanent cashier position in our Tax & Audit Department, this employee's resignation will create a critical vacancy in our Department. Due to the time constraints placed upon this office for prompt processing and reporting of taxpayer returns and payments, I would like to request consideration and approval to immediately move forward with a Position Fill Request form to seek replacement for this impending vacancy.

As such, I would greatly appreciate your assistance in getting this matter added to the agenda for discussion at the next Montgomery County Commission meeting, or as soon as possible thereafter. I have attached a Position Fill Request form for further action pending approval by the Montgomery County Commission. Thank you in advance for your prompt consideration, action and response to this request.

tah/attachments

OFFICIAL STATEMENT OF RESIGNATION

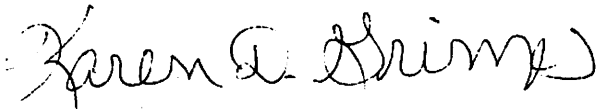
TO: Terri Henderson
Revenue Manager
Montgomery County Commission
Tax & Audit Department

FROM: Karen D. Grimes

DATE: May 2, 2013

RE: Resignation From Clerk Typist II Position

Terri, please accept this as my official statement of resignation from my present Clerk Typist II position. My last day will be May 15, 2013 as my next employment begins on May 16, 2013. It is a State job and they want to begin at the start of their pay period.



Karen D. Grimes

ORIGINAL

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

**Montgomery County
Juvenile Court**

Agenda

MAY 20 2013

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 4/23/2013

Re: Fill request

Please place the attached fill request on the Agenda for the Commissioner's working agenda. This is to replace a Probation Officer vacancy. The County pay Grade is A06 - \$ 34,563 - \$ 1,329 - \$ 16.6167. I am asking with the Commission's approve my request for the Position fill request to be placed on the next formal agenda. Thank you for your consideration in this matter.

POSITION FILL REQUEST**ORIGINAL****COMPLETED ACTION DATES**

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

1. POSITION TITLE: Juvenile Probation Officer I (to replace Rosalyn Godwin, JPO II)

POSITION NUMBER: 900304008

PROPOSED EFFECTIVE DATE: 5/13/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 - \$1 (\$34,563/\$1,329.34/\$16.6167)

Department Head4/15/2013
Date**2. ADMINISTRATIVE REVIEW**

- () APPROVED
() DISAPPROVED

Funding Authority**3. CERTIFICATION**

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates
_____ Candidates

Personnel Director_____
Date**4. SELECTEE:**_____
Appointing Authority_____
Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 13

Date: May 3, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 10, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: AL V: Management & Supervision

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$6,269.36</u>	
Budget Available:	<u>\$23,730.64</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$23,530.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 14

Date: May 3, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: June 24, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: AL IIb: Appraisal Manual (Commercial)

Traveler (s) Name: 1. Jennifer Cheatham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$225.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$6,269.36</u>	
Budget Available:	<u>\$23,730.64</u>	
Current Requests:	<u>\$425.00</u>	
Budget Balance:	<u>\$23,305.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 38

Date: May 15, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: July 10, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend: Anti-Bullying Summit

Traveler (s) Name: 1. Joe Cameron 4. _____
2. Paula Royal 5. _____
3. Brenda Owens-Brown 6. _____

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

Total (est.) Cost: \$2,050.00 Advance Registration Required: \$750.00

Department Name: District Attorney Fund Name: 762-51264-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,050.00 and advance registration of \$750.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>762-51264.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$2,050.00</u>	
Budget Balance:	<u>\$2,950.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 39

Date: May 15, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Vicki Brown 4. Kenneth Gibbs
2. Scott Green 5. Shelley Pope
3. Michele Smith 6. James Eubank

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

Total (est.) Cost: \$8,934.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$8,934.00 and advance registration of \$2,250.00 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>\$23,903.50</u>	
Budget Available:	<u>\$21,096.50</u>	
Current Requests:	<u>\$9,286.96</u>	
Budget Balance:	<u>\$11,809.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 40

Date: May 15, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Candice Persky 4. _____
2. Aleisha Tellis 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,425.00 Advance Registration Required: \$750.00

Department Name: District Attorney Fund Name: 761-51262-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,425.00 and advance registration of \$750.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>761-51262.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$1,425.00</u>	
Budget Balance:	<u>\$1,575.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 41

Date: May 15, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Sean McTear 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,489.00 Advance Registration Required: \$375.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,489.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$23,903.50</u>
Budget Available:	<u>\$21,096.50</u>
Current Requests:	<u>\$10,775.96</u>
Budget Balance:	<u>\$10,320.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 42

Agenda

MAY 20 2013

Date: May 16, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Ben McGough 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,489.00 Advance Registration Required: \$375.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,489.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$23,903.50</u>	
Budget Available:	<u>\$21,096.50</u>	
Current Requests:	<u>\$12,264.96</u>	
Budget Balance:	<u>\$8,831.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/16/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAY 20 2013

Date: May 8, 2013

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: July 18, 2013

Return Date: July 18, 2013

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Dealing with Difficult People (One day Seminar)

Traveler (s) Name: 1. Veronica Toliver 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.00 Advance Registration Required: \$99.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: _____

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$99.00 and advance registration of \$99.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>781-51501.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,000.00</u>	
Approved Requests:	<u>\$3,037.61</u>	
Budget Available:	<u>\$2,962.39</u>	
Current Requests:	<u>\$99.00</u>	
Budget Balance:	<u>\$2,863.39</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/10/2013

cc: Finance Director / Buyer

14-8