

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 17, 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
Chief Information and Technology Officer

Comments from Scheduled Attendees:

County Extension Coordinator Jimmy Smitherman
Presiding Circuit Judge Charles Price, Montgomery County Bar Association President
David Martin and Montgomery County Bar Association Executive Director and Law
Librarian Suzanne Duffey
Sales Team Leader Vince Zubicek with Schneider Electric
Risk Manager Scott Kramer
Executive Director Paul Brown

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Vice Chairman Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of June 3, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2013, Sheriff's Office

NEW BUSINESS:

1. Consider Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2013, Sheriff's Office
2. Consider Agreement with the State of Alabama Department of Examiners of Public Accounts Regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
3. Consider Agreement with Lighthouse Counseling Center, Inc., "Standing Together Against Rape" Program regarding Sexual Assault Exams, Youth Facility
4. Consider Lounge Retail Liquor-Class II (Package) License to Applicant Twinkle 24 LLC for Shopper Stop I Package, located at 23193B Troy Highway, Pine Level, Alabama 36065, County Commission
5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
6. Consider Bid Award for Uniform Rental, Bid Number 51901-13B-014, County Commission
7. Consider Final Payment to PH&J Architects, Inc., in the amount of \$3,585.87 regarding the Montgomery County Courthouse Annex I – Family Courts Project, County Commission
8. Consider Final Payment to Alfa Builders, Inc., in the amount of \$53,653.20 regarding the Montgomery County Courthouse Annex I – Family Courts Project, County Commission
9. Consider Budget Change Request Number 25 Regarding Installation of Security Gates behind the Courthouse and Old Detention Facility, Sheriff's Office
10. Consider Position Fill Request for a Corrections Officer Trainee/Corrections Officer, Position Number 202, Detention Facility

11. Consider Position Fill Requests for 5 Juvenile Detention Officers (Part-Time/Relief), Position Numbers 910300001, 910300002, 910300003, 910300005, and 910300007, Youth Facility
12. Consider Travel/Training Requests (12)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.

AUGUST 5, 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.

AUGUST 19, 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 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 3 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Clerk Typist II – Tax & Audit Department
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's – 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 2 Master Auto Mechanics – 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 Clerks – 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 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Payroll Clerk – Sheriff's Office
Fill action continues for 3 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 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 2 Juvenile Probation Officer I's – 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 Officers – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility

June 17, 2013

Agenda

JUN 17 2013

06-17-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-07-13

Check Number	To	Check Number
235619		235716
Total Checks Paid		\$219,576.94

CHECK #	PAYEE	AMOUNT	DATE
235617	Postmaster Bulk Mailing	\$6,813.07	06/03/13
235618	CMH Space Flooring Products, Inc.	\$4,431.45	06/06/13

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

Agenda

JUN 17 2013

06-17-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-07-13

Check Number	To	Check Number
235717		235784
Total Checks Paid		\$101,493.51

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 06-14-13

Check Number	To	Check Number
235786		235859
Total Checks Paid		\$479,416.31

CHECK #	PAYEE	AMOUNT	DATE
235785	H & R Towing	\$ 278.00	06/10/13

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

06-17-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-14-13

Check Number	To	Check Number
235860		235937
Total Checks Paid		\$328,379.02

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
06/14/13

06/17/13 Meeting
Agenda

JUN 17 2013

Payroll Check Number	116425	To	Payroll Check Number	116556	\$ 86,049.83
Direct Deposits					\$ 777,707.66
Payroll Check Number	116557	To	Payroll Check Number	116583	\$ 244,822.87
Direct Deposits					\$ 317,315.95
Federal Deposits					\$ 313,219.29
Total Payroll Paid					\$ 1,739,115.60

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

PUBLIC HEARING NOTICE

The Montgomery Police Department and Montgomery County Sheriff's Office will be holding public hearing to discuss application to the Department of Justice, Justice Assistance Grant for the FY2013. The City Council will meet in Room 142 of City Hall, 103 North Perry Street at 5:00 P.M. on Tuesday, June 18, 2013. The Montgomery County Commission will meet on the first floor of the Montgomery County Administration Building, Courthouse Annex III, 101 S. Lawrence Street. The meeting will begin at 9:30 A.M. in the Commissioner's Court on Monday, June 17, 2013. Anyone wishing to comment may do so at these times.

D.T. MARSHALL, SHERIFF



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

31 May, 2013

MEMORANDUM

Agenda

JUN 17 2013

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : 2013 Edward Byrne Memorial
Justice Assistance Grant

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2013. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. Please place this on the agenda for the 17 June, 2013 County Commission meeting for public comment on use of the grant monies and final approval by the County Commission. The total amount of this grant is \$74,941.00 and will be split with the City of Montgomery receiving 60% (\$44,964.60) of the grant and the County of Montgomery receiving 40% (\$29,976.40) of the grant. This grant requires no matching funds.

If you are in need any additional information, please do not hesitate to call on me.

DTM/tb

2013 JUN -4 AM 8:49
COMMUNICATIONS SECTION

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

FY2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ____ day of June 2013, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$29,976.40 which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$29,976.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2013 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for the use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Announcement consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

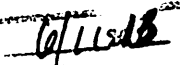
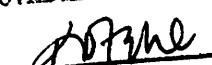
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

City Clerk

ATTEST:


APPROVED AS TO FORM

City Attorney

By: _____

Mayor

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____

Chairman, Montgomery County
Commission

ACKNOWLEDGMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the _____ day of June, 2013.

Notary Public

My commission expires: _____

ACKNOWLEDGMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____ and _____ whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the _____ day of June, 2013.

Notary Public

My commission expires: _____



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Agenda

JUN 17 2013

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

May 15, 2013

Hon. Elton Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

A handwritten signature in black ink, reading "Teresa Durrett".

Teresa Durrett, CPA
Director County Audit Division

TD/np

Enclosure

2013 JUN 17 9:05 AM

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2011 through September 30, 2012. The audit will encompass a financial audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed eleven thousand eight hundred sixty-eight dollars (\$11,868.00). MCC agrees to pay 75% of the cost of this agreement upon full execution and 25% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties have affixed their hands and seals this _____ day of _____, 20__.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Montgomery County Commission

Elton Dean, Sr.
Chairman

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
JUN 17 2013

June 13, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Lighthouse Counseling Center, Inc., "Standing Together Against Rape" Program

During the June 3, 2013 County Commission meeting, the Commission agreed to place an Agreement with Lighthouse Counseling Center, Inc., "Standing Together Against Rape" Program regarding Sexual Assault Exams on the next agenda for the Youth Facility.

I am requesting approval of this item.

DLM/tn

Attachments

**AGREEMENT BETWEEN
Lighthouse Counseling Center, Inc.
“STANDING TOGETHER AGAINST RAPE” Program
AND
MONTGOMERY COUNTY COMMISSION (MCC)**

This Agreement is made and entered into as of the 23 day of May 2013 (the “Effective Date”) by and between **The Lighthouse Counseling Center Inc. (LCC)** “Standing Together Against Rape” (STAR) Program and **Montgomery County Commission (MCC)** hereafter, referred to as “the parties”. Be it understood that MCC/Dr. Ogumbi is the medical provider for the MCC and has the capacity to make contractual payments for medical services that are provided to inmates; and STAR as an entity of LCC, has the capacity to provide sexual assault exams for alleged victims in the six counties that STAR serve.

Therefore, STAR agrees to provide upon request by **MCC through MCYF medical personnel**, a sexual assault exam for any MYCF detainee whose assault occurred within three (3) days or 72 hours of the request time and the resulting exam can be initiated within that 72 hour time frame. MCC agrees to pay LLC Eight Hundred Dollars (\$800.00) for each exam performed by STAR. The parties understand that exams vary and may take anywhere from 1.5 to 4 hours. However no additional charges will be incurred for extended exams or for any medications and/or procedures. In the event that a dispute arises concerning the resolution of an invoice, STAR may appeal by submitting the dispute to MCC in writing, with supporting documentation, within thirty (30) calendar days following MCC’ response or denial of the invoice. MCC shall provide a reply and STAR shall initiate appropriate action, if any, within thirty (30) days following receipt of MCC’ response. If STAR fails to dispute in writing MCC’ handling of an invoice within thirty (30) calendar days following receipt of MCC’ response, then such claim may be considered waived and MCC shall not be obligated to make any payment or adjustment thereafter.

Therefore, according to this agreement STAR will:

- Respond immediately and directly to MCC with any potential requests for an exam;
- Schedule a rape exam within 45 minutes after an official request has been made;
- Perform a rape kit examination;
- Provide Chain of Custody for the kit to the respective investigating agency;
- Provide a copy of STAR’s forensic medical record to the MCC representative;
- With proper notice (subpoena), be available for any litigation processes as needed; Bill MCC directly for each exam at a flat rate of (\$800.00) (sample billing attached);
- Ensure the credentials and professional liability insurance of any nurses conducting the sexual assault exam are current;
- Ensure that all personnel, including nursing personnel, possess current, unrestricted licenses to provide services in the state of Alabama;
- Comply with all security requirements of the MCC, as necessary;
- Protect the identity and confidentiality of all sexual assault victims referred to STAR from the MCC;
- If necessary, provide the camera equipment required for collecting any digital images;
- Seek the participation of MCC representatives in Sexual Assault

Response Team (SART) meetings, annual "Take Back the Night Rally/Vigils" and other support needs of the agency.

MCC will:

- Request an exam by dialing the 24 hour Sexual Assault Nurse Examiner (SANE) pager number (334-571-0999); or as a last resort the 24hr hotline number (334-213-1227).
- Call within one hour of the anticipated transport time (SANE will set appointment time)
- Coordinate transportation of detainee with the MCC directly to STAR (unless inmate has other injuries that require medical attention by the ER);
- Accept Rape Kit at completion of exam or make arrangements for pick up;
- Make payments as described at least monthly for billed services; and
- Attend/Support whenever possible, any related meetings or events to maintain open communication lines between the STAR and other related agencies.

Insurance Requirements

At all times during the term of this Agreement and any renewals hereof, STAR shall maintain or cause to be maintained adequate professional liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in annual aggregate, and such insurance shall be occurrence-based coverage, or if claims-made coverage, STAR agrees that upon the expiration or termination of this Agreement for any reason, STAR will maintain insurance coverage for any liability directly or indirectly resulting from STAR's provision of services in connection with this Agreement, or any other acts or omissions of STAR occurring in whole or in part during the term of this Agreement (hereinafter "Continuing Coverage"). STAR may procure Continuing Coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement ("tail") applicable to the insurance coverage maintained by STAR during the term of this Agreement, or by such other methods as are mutually agreed upon by STAR and Company. The insurance obtained pursuant to this Section, including any Continuing Coverage, will cover all employees, independent contractors, and agents of STAR who provide services to detainee of the MCC, against any and all claims, actions, judgments, liabilities, losses, damages, costs, and obligations (including attorneys' fees) which are attributable to or which arise, directly or indirectly, out of any act or omission by STAR and/or his or her employees, independent contractors, or agents. Without limiting the obligations of STAR under this Section, the insurance maintained or caused to be maintained pursuant to this Section will provide coverage against civil actions based on medical treatment brought under 42 U.S.C. § 1983, and as that statute may be amended, modified, recodified, or succeeded in the future.

STAR shall, within ten (10) days after execution of this Agreement and on an annual basis thereafter, provide to MCC certificates issued by an insurance carrier or its agent evidencing that the insurance policies required under this Agreement are in effect.

STAR shall indemnify and hold harmless MCC from and against any and all claims, suits, liabilities, damages, and expenses (including attorneys' fees) against MCC which are based upon

the acts and/or omissions of STAR and/or any of STAR's employees, agents, officers, or contractors in connection with the performance of this Agreement.

Term of Agreement

The term of this Agreement will commence on the Effective Date and will continue in effect for one (1) year ("Initial Term") and shall automatically renew for recurring one (1) year terms thereafter, subject to termination of the Agreement as provided herein.

Termination of Agreement

Either party may notify the other party of its intent to terminate this Agreement, by providing thirty (30) days written notice of termination to the other party.

MCC may terminate this Agreement with STAR for cause, including but not limited to the occurrence of any of the following events, which has not been cured within thirty (30) days after written notice from MCC: STAR has breached any of the material terms and conditions of this Agreement; or Any activities or actions of STAR that, in the reasonable judgment of MCC, are deemed to be detrimental to MCC.

MCC may immediately terminate this Agreement upon the occurrence of any of the following events: The failure of STAR (or any employee, agent or independent contractor utilized by STAR) to meet or maintain any of the qualification requirements specified in this Agreement or any misrepresentation by STAR of STAR's qualifications; or STAR's failure to maintain required insurance as provided in this Agreement; or STAR's inability to meet his or her obligations pursuant to this Agreement due to financial insolvency, bankruptcy, or lack of capacity to provide services.

This Agreement shall terminate upon expiration or termination of the MCC contract.

MCC and STAR recognize that during STAR's association with MCC, STAR has been and will continue to be brought into contact with the confidential methods of operation and trade secrets of MCC, including, without limitation, know-how, data and other information about its operations and business of a confidential nature; that such information gives to the relationship a special and unique value. Therefore, STAR agrees that during the term of this contractual relationship with MCC and thereafter, STAR will not in any manner, directly or indirectly, disclose or divulge to any person, entity, firm or MCC or use for STAR's own benefit or the benefit of any other person, entity, firm or MCC, directly or indirectly in competition with MCC any knowledge, information, business methods, techniques or data of MCC including the terms of this Agreement unless specifically provided for herein. This Section shall survive termination of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the State of Alabama, without giving effect to its conflicts of law provisions.

Dispute Resolution

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 and between the Montgomery County Commission and The Lighthouse Counseling Center, Inc.

Signed _____
LCC, STAR Official/Title

Date _____

MONTGOMERY COUNTY YOUTH FACILITY

Signed _____
Montgomery County Commission

Date _____

50051-463
442885_1



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

M E M O R A N D U M

June 12, 2013

T T B

TO: Donnie Mims
FROM: Tommy Gallion
RE: Lighthouse Counseling Center Agreement

I have reviewed your June 4, 2013 memorandum, the May 23, 2013 memorandum from Bruce Howell to you. I also reviewed the Agreement Between Lighthouse Counseling Center, Inc for its "Standing Together Against Rape" Program and Montgomery County Youth Facility.

I had a meeting with Bruce Howell on another matter and I showed him the agreement and a draft of my opinion that showed what needed to be corrected. Bruce Howell took the matter into hand and had the Agreement rewritten. The final agreement is attached hereto, which I have reviewed and find that it is now in order.

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.

Attachment

50051-317
50051-463
442887_1

D.T. MARSHALL, SHERIFF



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

Mr. Donnie Mims, Administrator
101 South Lawrence Street
Montgomery, Alabama 36104

May 8, 2013

Agenda

JUN 17 2013

RE: Shopper Stop I Package – ABC #20130415142703815
23193B Troy Highway
Pine Level, AL 36065

Dear Mr. Mims,

Since the business owners already have an off premises Beer and Table Wine license, the Sheriff's Office has no position either way on the issuance of a license for the above referenced application. It will be up to the Montgomery County Commission approve or deny the license. Should you have any questions please feel free to contact me.

Sincerely,

D T Marshall

D.T. Marshall, Sheriff

Enclosure *hall*

cc: file

DTM/lhp *hall*



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130415142703815



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: SHOPPER STOP I PACKAGE **Filing Fee:** \$50.00

Applicant: TWINKLE 24 LLC **Transfer Fee:**

Location Address: 23193 B TROY HIGHWAY PINE LEVEL, AL 36065

Mailing Address: 811 LEGENDS DRIVE MONTGOMERY, AL 36116

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

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: BOOK 294 PAGE 180 **Do you sell Draft Beer:** N

Date Incorporated: 09/01/2010 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 09/01/2010 **Alabama State Sales Tax ID:** R007260528

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

TWINKLE J PATEL 8564491 - AL	PRESIDENT	09/24/1984 BHARUCH INDIA	811 LEGENDS DRIVE MONTGOMERY, AL 36116

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

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

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

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

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

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

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

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

Contact Person: TWINKLE J PATEL

Business Phone: 334-584-7645

Fax:

Home Phone: 334-356-5101

Cell Phone: 920-257-3746

E-mail: pateltwinkle249@yahoo.com

PREVIOUS LICENSE INFORMATION:

Trade Name: SHOPPER STOP I

Applicant: TWINKLE 24 LLC

Previous License Number(s)

License 1: 001985751

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130415142703815



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RUDRA LLC 334-612-7972
What is lessors primary business? PROPERTY MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 600 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 2 Nearest: .01
Nearest school: 7 miles Nearest church: 2 miles Nearest residence: 3 miles
Location is within: COUNTY Police protection: COUNTY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
TWINKLE J. PATEL	THEFT OF PROPERTY FEBRUARY 13, 2007	COOK COUNTY, IL SHERIFF	GUILTY PLEA \$1350.00 RESTITUTION \$400.00 FINE AND COURT COSTS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130415142703815



Initial each

TJP

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

TJP

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

TJP

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

X X X

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

X X X

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

X X X

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

TJP

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

TJP

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

TJP

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

Applicant Name (print): Twinkle Pate

Signature of Applicant: TJPate

Notary Name (print): JEREMY K PETERSON

Notary Signature: Jeremy K Peterson

Commission expires: 11/01/2014

Application Taken: 4/15/13 App. Inv. Completed:

Submitted to Local Government: 4/15/13

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

#768



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130415142703815



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE B

Receipt Confirmation Page

Receipt Confirmation Number: **20130415142703815**
Application Payment Confirmation Number: **5436624**

Payment Summary	
Payment Item	Fee
Application Fee for License 011	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MONTGOMERY
Business Type: LLC
Trade Name: SHOPPER STOP I PACKAGE
Applicant Name: TWINKLE 24 LLC
Location Address: 23193 B TROY HIGHWAY
PINE LEVEL, AL 36065
Mailing Address: 811 LEGENDS DRIVE
MONTGOMERY, AL 36116
Contact Person: TWINKLE J PATEL
Contact Home Phone: 334-356-5101
Contact Business Phone: 334-584-7645
Contact Fax:
Contact Cell Phone: 920-257-3746
Contact Email Address:
Contact Web Address:

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME SHOPPER STOP I PACKAGE
23193B TROY HIGHWAY
ADDRESS PINE LEVEL, AL 36065

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET
BEFORE THE COUNTY COMMISSION AT:

9:30 A.M. JUNE 17, 20 13
(Month) (Day)

at the Commission's Hearing Room, in the Administration
Building, 100 So. Lawrence Street, Montgomery, Alabama.

Anyone desiring to be heard either for or against said
application may appear in person at said time or may
indicate his or her wishes in writing by communication
addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator
Montgomery County Commission

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION JUNE 10, 2013

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY
OF THE APPLICANT. RUN ONE TIME.

NOTICE

Notice is hereby given that application has been made to the County Commission of the County of Montgomery, Alabama, for approval of a permit for the sale of liquor by this operation:

APPLICANT: TWINKLE PATEL

PLACE NAME: SHOPPER STOP I

**LOCATION: 23193B TROY HIGHWAY
PINE LEVEL, AL 36065**

And that public hearing on said application has been set before the County Commission at 9:30 A.M. JUNE 17TH, 2013, at the Commission Hearing Room, in the Courthouse, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the County Commission.

**DONALD L. MIMS, ADMINISTRATOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA**

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

JUN 17 2013

June 17, 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-2013-111: Montgomery Ballet, for Ballet Program at E.D. Nixon Elementary School
- \$1,500; (Dean-\$500, Harris-\$500, and Ingram-\$500)

**C-2013-64: Rescind Appropriation to Montgomery Baptist Hospital Foundation, for
Baptist Hospice Program - \$1,000; (Ingram)

NOTE: Rescinded to change organization to the proper name.

C-2013-112: Baptist Health Care Foundation of Montgomery, for Baptist Hospice
Program - \$1,000; (Ingram)

C-2013-113: One Place Family Justice Center, for Domestic Violence Program -
\$1,500; (Polizos)

C-2013-114: Child Protect, Inc., for Support of their Mission of Service to Children of
Abuse - \$500; (Polizos)

**Rescind

DLM/tll

Agenda

JUN 17 2013

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: May 29, 2013

SUBJECT: Invitation to Bid No. 51901-13B-014,
Uniform Rental

Request approval of award on the above referenced Invitation to Bid, to the low bid of G & K Services, based on unit pricing of fifty-two weeks, be placed on a future agenda for the County Commission meeting.

This will be a three (3) year contract providing funds are made available at the beginning of each fiscal year.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51901-13B-014				CINTAS CORPORATION - ATTN: ERIC B. MCCALPINE - PHONE #271-1313 - FAX#271-6069		G & K SERVICES - ATTN: DOUGLES GIVENS - PHONE #391-6620 - FAX#260-2891		NO BIDS RECEIVED: AMERICAN KLASSIC DESIGNS				PRICES PAID FOR THE LAST (3) YEARS FROM G & K SERVICES	
ISSUED APRIL 5, 2013													
BID OPENING DATE: APRIL 24, 2013													
ENGINEERING AND SUPPORT SERVICES													
TERMS OF PAYMENT / DISCOUNT:													
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
	UNIFORM RENTAL												
1	SHIRT:EXEC. L.S.	WK	52	\$0.25	\$13.00	\$0.22	\$11.44					\$0.25	\$13.00
2	SHIRT: EXEC. S.S.	WK	52	\$0.25	\$13.00	\$0.22	\$11.44					\$0.25	\$13.00
3	PANTS:EXEC WEAR	WK	52	\$0.25	\$13.00	\$0.22	\$11.44					\$0.25	\$13.00
4	SHIRT:IND.WEAR; LS	WK	52	\$0.17	\$8.84	\$0.18	\$9.36					\$0.20	\$10.40
5	PANTS INDU. WEAR	WK	52	\$0.18	\$9.36	\$0.18	\$9.36					\$0.20	\$10.40
6	COVERALLS	WK	52	\$0.30	\$15.60	\$0.25	\$13.00					\$0.95	\$49.40
7	PAINTER WHITES	WK	52	\$0.35	\$18.20	\$0.22	\$11.44					\$0.52	\$27.04
8	JACKETS SLASH POC	WK	52	\$0.25	\$13.00	NO	CHARGE					\$0.25	\$13.00
9	JACKETS: BOMBER	WK	52	\$0.25	\$13.00	NO	CHARGE					\$0.25	\$13.00
10	JACKET VEST/LINER	WK	52	\$0.25	\$13.00	NO	CHARGE					\$0.25	\$13.00
11	DICKIE TYPE JEANS	WK	52	\$0.30	\$15.60	\$0.27	\$14.04					\$0.25	\$13.00
12	DENIM JEANS	WK	52	\$0.30	\$15.60	\$0.27	\$14.04					\$0.25	\$13.00
13	IND.SS SHIRT	WK	52	\$0.17	\$8.84	\$0.18	\$9.36					\$0.20	\$10.40
3	IND SS SHIRT; COT	WK	52	\$0.25	\$13.00	\$0.22	\$11.44					\$0.20	\$10.40
15	IND LS SHIRT	WK	52	\$0.25	\$13.00	\$0.22	\$11.44					\$0.25	\$13.00
16	SETUP NEW EMPL	EA	22	\$2.00	\$44.00	\$2.00	\$44.00	11Pants -11 Shirts				\$1.00	\$22.00
17	SERV CHG- PER 100	EA	1	\$1.75	\$1.75	\$5.00	\$5.00					\$4.00	\$4.00
TOTAL BID AMOUNTS													

Notes:

[illegible]

Page 2

6-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
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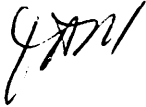
Agenda

JUN 17 2013

June 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Final Payment- Job #1208-GVA

PH&J has submitted a request for final payment in the amount of \$3,585.87 regarding the project for Third Floor Annex-Family Courts Montgomery County Courthouse-Annex I. PH&J has fulfilled the request of their contract.

This item was discussed during the Working Session on June 3, 2013 and I was advised to place on the agenda for approval at the next Montgomery County Commission Meeting on June 17, 2013.

If I can be of further assistance, please contact me.

JAM/tm

As Of: May 15, 2013

To: John Mitchell, Deputy Director
 Montgomery County Commission
 P.O. Box 1667
 Montgomery, Alabama 36102-1667

Project: Third Floor Annex-Family Courts
 Montg. Co. Courthouse-Annex I

Job No.: 1208-GVA

Terms: Per A/E Contract dated 4/17/12

PROFESSIONAL SERVICES & EXPENSES:

DATE	ITEM / COMPUTATION OF FEE	AE Services Basic	AE Services Additional	Expenses/ Reimbursable	Total Due To Date
07/24/12	Invoice #1 Services A,B,C,D-80%: Thru Bidding Phase Base Bid + Alternate #1 996,500.00 x .80 x .073=	58,195.60			58,195.60
09/13/12	Invoice #2 Services E-20%: Thru Construction Phase Pay Req. #1- 60,730.17 x .20 x .073=	886.66			59,082.26
10/04/12	Invoice #3 Services E-20%: Thru Construction Phase Pay Req. #2- 93,697.14 x .20 x .073=	1,367.98			60,450.24
11/12/12	Invoice #4 Services E-20%: Thru Construction Phase Pay Req. #3- 169,188.62 x .20 x .073=	2,470.15			62,920.39
12/18/12	Invoice #5 Services E-20%: Thru Construction Phase Pay Req. #4- 210,001.57 x .20 x .073=	3,066.02			65,986.41
01/30/13	Invoice #6 Services E-20%: Thru Construction Phase Pay Req. #5- 353,801.11 x .20 x .073=	5,165.50			71,151.91
05/15/13	Final Billing- Invoice #7 Services E-20%: Thru Construction Phase Bal. Of Contract including Change Order #2 add items 128,480.58 x .20 x .073=	1,875.82			73,027.73
05/15/13	Invoice #7 Services A,B,C,D-80%: Change Order #1 & #2 29,281.62 x .80 x .073=	1,710.05			74,737.78
	Total Charges To Date	74,737.78			74,737.78

PAYMENTS:

DATE	ITEM / DESCRIPTION	AMOUNT
08/13/12	Check #227757-Montgomery Co.-Invoice #1	58,195.60
10/01/12	Check #229326-Montgomery Co.-Invoice #2	886.66
10/22/12	Check #229902-Montgomery Co.-Invoice #3	1,367.98
11/26/12	Check #231431-Montgomery Co.-Invoice #4	2,470.15
01/03/13	Check #232206-Montgomery Co.-Invoice #5	3,066.02
02/19/13	Check #233149-Montgomery Co.-Invoice #6	5,165.50
	Total Paid To Date	71,151.91

Less: Total Paid To Date > 71,151.91

BALANCE DUE:

Please Pay PH&J architects, inc. 3,585.87

The usual statement is a recapitulation of the total amount of all fees earned up to date of billing, from which is subtracted the total of all payments then made. Adjustments in the fee as required by changes from estimated costs to actual costs, by change orders, etc. is thus accounted for. Cost estimates used for preliminary phase statements are normally set low to avoid over billing, and do not necessarily represent costs to be expected.

DISTRIBUTION: Copy to _____ Copy to _____ Copy to _____ Copy to _____	APPROVED: _____ _____ _____ _____ _____	AFFIDAVIT: We certify this account is correct, due and unpaid. PH&J architects, inc. _____ Sworn & subscribed before me

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 1818

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

JUN 17 2013

June 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



SUBJECT: Final Payment

PH&J has submitted a request for final payment for Alfa Builders, Inc. in the amount of \$53,653.20 regarding the Third Floor Annex-Family Courts Montgomery County Courthouse-Annex I. PH&J has also provided a final payment checklist indicating that Alfa Builders, Inc. has completed all work required by the contract. In addition, all change orders included with this contract have been processed. This project has been completed and has met all the requirements of the bid.

This item was discussed during the Working Session on June 03, 2013 and U was advised to place on the agenda for approval at the Montgomery County Commission Meeting on June 17, 2013.

If I can be of further assistance, please contact me.

JAM/tm



architects inc.

FORMERLY PEARSON, HUMPHRIES, JONES AND ASSOCIATES, INC. ARCHITECTS
P.O. BOX 215 MONTGOMERY, ALABAMA 36101 TELEPHONE (334) 265-8781

**CONTRACTOR'S
SUMMARY**

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667
John Mitchell, Deputy Director

PH&J Project: Third Floor Annex-Family Courts
Montgomery Co. Courthouse-Annex I
Project: 1208-GVA

Contractor: Alfa Builders, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
07/23/12	Original Contract			996,500.00
10/16/12	Change Order #1	Fire dampers, misc. electrical work, etc.	19,399.19	1,015,899.19
03/27/13	Change Order #2	Misc. adds & material/sales tax credits	(364,842.19)	651,057.00

Tabulation of Certified Payments

Pay Contractor > Alfa Builders, Inc.

53,653.20

Date	Certificate Number	Current Contract Sum	Amount of Attached Certificate	Previously Certified	Total Certified to Date	Balance not yet Certified
09/13/12	1	996,500.00	60,730.17	-	60,730.17	
		Materials	-	-	-	
		Sales Tax	-	-	-	935,769.83
10/04/12	2	996,500.00	66,612.36	60,730.17	127,342.53	
		Materials	24,364.72	-	24,364.72	
		Sales Tax	2,436.47	-	2,436.47	842,356.28
11/12/12	3	996,500.00	119,616.90	127,342.53	266,959.43	
		Materials	27,141.19	24,364.72	51,505.91	
		Sales Tax	2,714.12	2,436.47	5,150.59	672,884.07
12/18/12	4	1,015,899.19	110,762.73	266,959.43	377,722.18	
		Materials	87,464.23	51,505.91	138,970.14	
		Sales Tax	8,746.42	5,150.59	13,897.01	485,309.86
01/30/13	5	1,015,899.19	119,681.62	377,722.18	597,403.80	
		Materials	185,310.31	138,970.14	324,280.45	
		Sales Tax	32,428.04	13,897.01	46,325.05	47,889.89
05/15/13	6-Final	651,057.00	13,653.20	597,403.80	651,057.00	-

PH&J architects, inc.

Distribution: 3 copies to owner

By:

Chevette Culver

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 5

DATE: April 23, 2013

TO OWNER: Montgomery County Commission 100 South Lawrence Street Montgomery, AL 36104	PROJECT: Renovation & Alterations to the Montgomery County Courthouse Annex 1 Third Floor - Family Courts Montgomery, AL
FROM CONTRACTOR: Alfa Builders, Inc. 8191 Seaton Place Montgomery, AL 36116	TO: ARCHITECT PH&J Architects, Inc. 807 South Lawrence Street Montgomery, AL 36104
FEIN <u>63-0734294</u>	

TOTAL ORIGINAL CONTRACT
CHANGE ORDER(S)
TO CONTRACT TO DATE

Numbers 1 through 2

\$ 996,500.00
\$ (345,443.00)
\$ 651,057.00

1.	Brought Forward: TOTAL CONTRACT TO DATE.....	\$ <u>651,057.00</u>	\$ <u>651,057.00</u>
	AMOUNT COMPLETE.....	100 %	\$ <u>651,057.00</u>
2.	Stored Materials per the attached inventory of Stored Materials		\$ <u>0.00</u>
3.	Total Completed Work and Stored Materials		\$ <u>651,057.00</u>
4.	Less Retainage		\$ <u>0.00</u>
5.	Total Completed Work and Stored Materials, less Retainage.....		\$ <u>651,057.00</u>
6.	Less credits to Owner for the "Totals To Date" amounts in the referenced Columns of attached MATERIALS INVOICE SUMMARY NO. _____ :		\$ <u>0.00</u>
	a. Owner's portion of Cash Discounts: Column No. 4 (\$ _____) X 50%.....		\$ <u>0.00</u>
	b. Owner's Payments for Materials: Column No. 5.....		\$ <u>0.00</u>
	c. Sales & Use Tax Savings: Column No., 6		\$ <u>0.00</u>
7.	Total Due.....		\$ <u>651,057.00</u>
8.	Less Total Previous Payments to Contractor		\$ <u>597,403.80</u>
9.	Balance Due This Estimate.....		\$ <u>53,653.20</u>

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Kevin L. Ketzler Date April 23, 2013
(Title)
Kevin L. Ketzler, President

Sworn and subscribed before me this 23rd day of April 2013
Alexandra K. McDough L.S.
Notary Public Comm. Exp. 1-11-2014

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

PH&J Architects, Inc.
By B. W. Addison (Architect)
Date 5-15-13

REVIEW AND APPROVALS

Approved by _____
(Owner)

Signature

Date _____

The Owner certifies that funds are available in the amount required for this invoice.

CONTINUATION SHEET

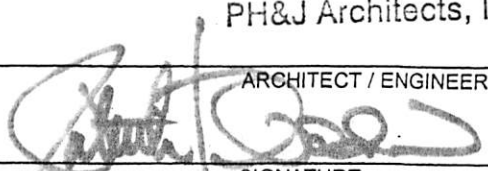
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED THIS PERIOD		F STORIED MATERIALS	G TOTAL COMPLETED	H BALANCE TO FINISH	I RETAINAGE
		PRIOR PERIOD	THIS PERIOD						
1	MODERIZATION	\$7,532.40	\$7,532.40				\$7,532.40	100.0%	
2	INSURANCE	\$3,014.97	\$3,014.97				\$3,014.97	100.0%	
3	BONDS	\$8,538.60	\$8,538.60				\$8,538.60	100.0%	
4	LAYOUT	\$548.72	\$548.72				\$548.72	100.0%	
5	TEMP. FACILITIES	\$400.14	\$400.14				\$400.14	100.0%	
6	CLEAN UP AND TRASH REMOVAL	\$8,384.99	\$8,384.99				\$8,384.99	100.0%	
7	LAB FEES	\$1,081.45	\$1,081.45				\$1,081.45	100.0%	
8	PUNCH LIST WORK	\$2,777.63	\$2,777.63				\$2,777.63	100.0%	
9	REMAINING GENERAL CONDITIONS	\$25,418.14	\$25,418.14				\$25,418.14	100.0%	
10	FIELD SUPERVISION & LABOR	\$37,042.12	\$37,042.12				\$37,042.12	100.0%	
11	DEMOLITION	\$18,188.28	\$18,188.28				\$18,188.28	100.0%	
12	METAL EQUIPMENT FRAME ON ROOF	\$1,784.39	\$1,784.39				\$1,784.39	100.0%	
13	ROUGH CARPENTRY	\$6,704.97	\$6,704.97				\$6,704.97	100.0%	
14	BLOCKING	\$359.88	\$359.88				\$359.88	100.0%	
15	FRAMING TRIM	\$4,758.38	\$4,758.38				\$4,758.38	100.0%	
16	MILLYWORK	\$40,889.48	\$40,889.48				\$40,889.48	100.0%	
17	FIRE STOPPING / IN-FILL AT WALLS	\$2,703.62	\$2,703.62				\$2,703.62	100.0%	
18	ROOF REPAIR	\$3,883.21	\$3,883.21				\$3,883.21	100.0%	
19	CALLING & SEALANTS	\$540.72	\$540.72				\$540.72	100.0%	
20	HOLLOW METAL DOORS AND FRAME	\$8,709.21	\$8,709.21				\$8,709.21	100.0%	
21	WOOD DOORS	\$5,664.83	\$5,664.83				\$5,664.83	100.0%	
22	DOOR HARDWARE	\$37,711.97	\$37,711.97				\$37,711.97	100.0%	
23	STOREFRONT FRAMING & GLASS	\$10,148.28	\$10,148.28				\$10,148.28	100.0%	
24	TERMINAL & CEILINGS	\$96,248.70	\$96,248.70				\$96,248.70	100.0%	
25	HARD TILE FLOORING	\$18,751.60	\$18,751.60				\$18,751.60	100.0%	
26	HARABLE WINDOW SELLS	\$11,546.60	\$11,546.60				\$11,546.60	100.0%	
27	MODULAR CARPET, VINYL, BASE	\$38,594.65	\$38,594.65				\$38,594.65	100.0%	
28	PAINTING	\$16,221.69	\$16,221.69				\$16,221.69	100.0%	
29	LETTERING	\$540.72	\$540.72				\$540.72	100.0%	
30	TOILET PARTITIONS	\$5,644.07	\$5,644.07				\$5,644.07	100.0%	
31	FIRE EXTINGUISHERS	\$2,158.35	\$2,158.35				\$2,158.35	100.0%	
	TOTAL	\$424,747.33	\$424,747.33				\$424,747.33		

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F STORED MATERIALS	G TOTAL COMPLETED	H BALANCE TO FINISH	I RETAINAGE
			PRIOR PERIODS	THIS PERIOD				
32	BALANCE CARRIED FORWARD	\$424,747.33	\$424,747.33			\$424,747.33	100.0%	
33	TOILET ACCESSORIES	\$1,591.35	\$1,591.35			\$1,591.35	100.0%	
34	SIGNAGE	\$16,097.32	\$16,097.32			\$16,097.32	100.0%	
35	GENERAL CASEWORK	\$14,110.71	\$14,110.71			\$14,110.71	100.0%	
36	PLUMBING SYSTEM	\$37,850.61	\$37,850.61			\$37,850.61	100.0%	
37	HVAC SYSTEM	\$110,745.48	\$110,745.48			\$110,745.48	100.0%	
38	ELECTRICAL SYSTEM & FIRE ALARM	\$227,103.68	\$227,103.68			\$227,103.68	100.0%	
39	VOICE AND DATA ALLOWANCE	\$104,359.55	\$104,359.55			\$104,359.55	100.0%	
40	SECURITY	\$59,894.00	\$59,894.00			\$59,894.00	100.0%	
	CHANGE ORDER #1:							
	FIRE DAMPER IN CORRIDOR 303	\$577.00	\$577.00			\$577.00	100.0%	
	FIRE DAMPER IN RETURN AIR	\$802.00	\$802.00			\$802.00	100.0%	
	EXTRA ELECT. FOR SECURITY	\$16,492.57	\$16,492.57			\$16,492.57	100.0%	
	NEW STUD WALLS AND DRYWALL	\$1,727.62	\$1,727.62			\$1,727.62	100.0%	
	CHANGE ORDER #2							
	ADD - Expend shaft wall Room 242	\$808.00	\$808.00			\$808.00	100.0%	
	ADD - Chase in DA's Office	\$1,271.67	\$1,271.67			\$1,271.67	100.0%	
	ADD - Lost time by contractor	\$931.61	\$931.61			\$931.61	100.0%	
	ADD - Replace doors Suite 330	\$614.46	\$614.46			\$614.46	100.0%	
	ADD - Witness box Room 314	\$4,266.68	\$4,266.68			\$4,266.68	100.0%	
	ADD - Screen Wall and gate RM 314	\$1,990.01	\$1,990.01			\$1,990.01	100.0%	
	DEDUCT-Unused voice & data allow	(\$7,884.22)	(\$7,884.22)			(\$7,884.22)	100.0%	
	DEDUCT-Unused security credit	(\$570.00)	(\$570.00)			(\$570.00)	100.0%	
	DEDUCT-Janitor sink RM 317	(\$1,181.20)	(\$1,181.20)			(\$1,181.20)	100.0%	
	DEDUCT - Project sign	(\$400.00)	(\$400.00)			(\$400.00)	100.0%	
	DEDUCT - Attic stock	(\$500.00)	(\$500.00)			(\$500.00)	100.0%	
	DEDUCT - Reversal of Sales Tax	(\$7,480.71)	(\$7,480.71)			(\$7,480.71)	100.0%	
	DEDUCT- Reversal of materials	(\$32,428.04)	(\$32,428.04)			(\$32,428.04)	100.0%	
		(\$324,280.45)	(\$324,280.45)			(\$324,280.45)	100.0%	
	TOTAL	\$651,057.00	\$651,057.00			\$651,057.00	100.0%	

FINAL PAYMENT CHECKLIST

To be completed by the Architect/Engineer and submitted with
Contractor's Application for Final Payment

PROJECT: RENOVATIONS & ALT TO MONTG. CO. COURTHOUSE 3RD FLOOR - FAMILY COURTS 1208-GVA		B. C. No. PSCA No. (If applicable)
YES	N/A	Check (✓) "YES" or "N/A" as applicable
X	X	CERTIFICATE OF SUBSTANTIAL COMPLETION: Has been fully executed.
X	X	ADVERTISEMENT FOR COMPLETION: One copy with affidavit of publication ATTACHED
X	X	RELEASE OF CLAIMS: One copy ATTACHED
X	X	CONTRACTOR'S ONE-YEAR WARRANTY: Original delivered to Owner.
X	X	GENERAL CONTRACTOR'S ROOFING GUARANTEE: and OTHER SPECIFIED ROOFING GUARANTEES Attached to Certificate of Substantial Completion.
X	X	OTHER WARRANTIES: All other specified warranties delivered to Owner
X	X	RECORD DOCUMENTS: Specified "As-built" plans and specifications delivered to Owner
X	X	O & M MANUALS: Specified instructions and O & M Manuals delivered to Owner
X	X	TIME EXTENSION: Over-run of Contract Time has been reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
X	X	APPLICATION FOR FINAL PAYMENT: 6 copies approved and ATTACHED
X	X	ADDITIONAL DOCUMENTS OR EXPLANATIONS WHICH ARE ATTACHED:
SUBMITTED BY:  PH&J Architects, Inc. ARCHITECT / ENGINEER SIGNATURE 5-15-13 DATE		

TO: ALFA BUILDERS
8191 SEATON PLACE
MONTGOMERY, AL 36116

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Linda Scott who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama; that the attached copy of advertisement, being a Legal in the matter of:

Ad Number: 969975

FORM OF ADVERTISEMENT F

Was published in said newspaper in the issue(s) of:

12/29/2012

1/5/2013

1/12/2013

1/19/2013

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is \$ 234.00

Sworn to and subscribed before me this 21 day of January, 2013
by Linda Scott who is personally known to me.

Linda O Scott Affiant

K Wright Notary Public

FORM OF ADVERTISEMENT FOR COMPLETION
LEGAL NOTICE
In accordance with Chapter 1, Title 5, Code of Alabama, 1975, as amended, notice is hereby given that Alfa Builders, Inc. has completed all work on the Renovations & Alterations to the Montgomery County Courthouse Annex 1 Third Floor - Family Courts at 100 South Lawrence Street, Montgomery, AL. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately notify PHAJ Architects Inc. at Box 215, Montgomery, AL 36101.
Alfa Builders, Inc.
8191 Seaton Place
Montgomery, AL 36116
Mont. Adv. 12/29, 1/5, 1/12, 1/19/13
969975

KAYE WRIGHT
Notary Public, Alabama State At Large
My Commission Expires July 3, 2016

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**
AIA DOCUMENT G706 - ELECTRONIC FORMAT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address) Montgomery County Commission
100 South Lawrence Street
Montgomery, Alabama 36104

ARCHITECT'S PROJECT NO.: PH&J No: 1208-GVA

PROJECT:
(Name and address) Renovation & Alterations to the Montgomery
County Courthouse Annex 1 - Third Floor
Family Courts
Montgomery, Alabama

CONTRACT FOR: General Construction

CONTRACT DATED: July 23, 2012

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: Alfa Builders, Inc
(Name and address) 8191 Seaton Place
Montgomery, Alabama 36116

BY:

Kevin L. Ketzler
(Signature of authorized representative)

Kevin L. Ketzler, President
(Printed name and title)

Subscribed and sworn to before me on this date:

4/19/2013

Notary Public:

Deanna K. McLaughlin

© 1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-6282. AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - 1994 EDITION - AIA® - WARNING: Unauthorized photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. This document is not an original AIA® Contract Document, but a reproduction produced by AIA® Contract Documents software for administrative purposes only and is not for other use or resale.

Electronic Format G706-1994

AIA Document G707™ – 1994

Bond # 58676731

Consent Of Surety to Final Payment

PROJECT: (Name and address) Montgomery County Commission 3rd Floor Annex - Family Courts \$996,500	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
	CONTRACT FOR: General Construction	ARCHITECT: ☒
		CONTRACTOR: ☒
		SURETY: ☒
TO OWNER: (Name and address) Montgomery County Commission Montgomery, AL	CONTRACT DATED: 07/23/2012	OTHER: ☒

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Western Surety Company
101 South Phillips Ave.
Sioux Falls SD 57104-6703

, SURETY,

on behalf of
(Insert name and address of Contractor)

ALFA Builders, Inc.
8191 Seaton Place
Montgomery, AL 36116

, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

Montgomery County Commission
Montgomery, AL

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 23, 2012
(Insert in writing the month followed by the numeric date and year.)

WESTERN SURETY COMPANY

(Surety)

Judy W. Payne
(Signature of authorized representative)

Judy W. Payne
(Printed name and title)

Attest:
(Seal):

Angela J. Dean

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Judy Wilson Payne, Walter C Dowdy, Joseph K Drumwright, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 11th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

JUN 17 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 25

DEPARTMENT: County Comm Appropriatio REVIEWED: S. Thomas 6/6/2013
DATE: 6/6/2013 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Courthouse Security Equipment	206-51104.591	22,265	43,600	65,865
Fund Balance	206.35900		-43,600	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		22,265	0	65,865

JUSTIFICATION:

Budget for the cost of security gates in the parking lot behind the Courthouse and the Old Detention Facility.

Memo To: Donnie Mims

From : Sheriff D.T. Marshall *DM*

Date : 5-28-2013

Subject : Proposal for Security Gates behind the Courthouse

Attached is a proposal from Imperial Systems to install security gates behind the Courthouse and jail 1. The proposal is for two gates in the parking lot which would limit access from Scott Street and Lawrence Street. The total proposal to install the gates is \$43,600 and is itemized on the proposal. We have worked with Imperial to limit any hindrance with the jail deliveries and to stop unauthorized parking behind the courthouse.

I have included statements from a few of the Judges requesting these gates. I request that this proposal be allocated time for Judge Price and myself to present to the commission on the next meeting.

2013 MAY 29 AM 9:41
COURT REPORTER
COMMISSION



PROPOSAL

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery County Sheriff's Dept.
115 S Perry St
Montgomery, AL 36104
Attn: D.T. Marshall

05/23/13

Proposal Number:
MTGYCO05.23.13

Barrier Gates Courthouse/Jail 1 Parking Access

Furnish and install (2) Barrier Gates to limit vehicle access to the parking area from Lawrence Street and Scott Street. Each Gate will have a pedestal for a card reader and intercom station. Each gate will have a vehicle loop detector to prevent closure until vehicles are clear. Each gate will also have a separate vehicle loop detector to allow the gate to automatically open for exiting vehicles. The gates will utilize Photo Eye Sensors to help prevent accidental closure on vehicles and pedestrians. There will be two intercom call buttons on each pedestal. One will be labeled "Courthouse Business" and the other "Jail Business". The Courthouse button will call the Court Security area in the Courthouse and the Jail button will call the Central Control Room in Jail 1. Both control areas, Court Security and Jail 1 Central Control, will be able to raise the gates. Each pedestal will have an access card reader to allow authorized access cards raise the gates. Management of the access cards will be integrated in with the current card access system. Each gate will include a manual release feature to allow the arms to be cranked open if there is a power or equipment failure.

The largest portion of this quote is for concrete cutting, conduit installation in the concrete and conduit installation from the outside of the buildings to the power and control panels within the buildings. The project will require nearly 300' of cutting and epoxy sealing of the concrete.

- ❖ (2) Doorking 1602 Barrier Gate Operators
- ❖ (2) 20' Wooden Barrier Arms
- ❖ (4) Vehicle Loop Detectors
- ❖ (2) Photo Eye Protection Sensor
- ❖ (2) Fire Department Lock Boxes (Knox Box)
- ❖ (2) Vehicle Access Pedestals
- ❖ (2) HID Card Readers
- ❖ (2) Access Specialties Card Reader Interfaces
- ❖ (2) Intercom Systems
- ❖ Installation Material
- ❖ Installation and Programming Labor
- ❖ Concrete Cutting and Patching
- ❖ Conduit and Wire/Cable Installation
- ❖ 1 Year Parts and Labor Warranty

PRICE - Good for 90 Days:

Forty Three Thousand Six Hundred and 00/100 Dollars (\$43,600.00)

Jimmy B. Pool
District Judge Montgomery County
Post Office Box 1709
Montgomery, Alabama 36102
Email: jimmybpool@aol.com
Telephone 334.832-2559

TO: PRESIDING JUDGE CHARLES PRICE
FROM: DISTRICT JUDGE JIMMY POOL
RE: UPGRADING COURTHOUSE SECURITY, PHASE 1
DATE: MAY 24, 2013

Perimeter security can be vital for defending vehicle-borne weapons by using barriers or bollards to protect the building and its occupants. Security also prevents intrusion by unauthorized and unwanted vehicles and their occupants. Currently, the yellow curb paint attracts more unwelcome parkers/intruders than it deters. The yellow paint shows the unauthorized parker/intruder that his or her vehicle will not be parked in an area that is currently being correctly used by an occupant. There is not any security whatsoever to prevent unwanted vehicles from coming to the rear of the building.

Perimeter security is designed to protect employees, visitors, and building functions and services from threats such as unauthorized vehicles approaching close to or penetrating high-risk buildings. The key element in protecting buildings from a vehicular bomb is the establishment of appropriate stand-off distance, depending on the size of the threat and the building characteristics. This is accomplished by a protective barrier system placed to provide at least minimum required stand-off. In our case, the jail is a reinforced building at the rear of the courthouse located at 251 South Lawrence Street. In the case of an explosion, the jail, in all likelihood would not be seriously compromised, but the rear of the courthouse, with insufficient reinforcement, would sustain maximum damage, both directly and in a rebound effect from the jail. In addition, every judge's office is exposed on the rear (East) side of the building.

A perimeter security design involves two main elements: the perimeter barrier that prevents unauthorized vehicles and pedestrians from entering the site, and access control points at which vehicles and pedestrians can be screened and, if necessary, inspected before they pass through the barrier. Providing gates for access will assist in providing a front-line defense of the building. This is frankly a bare-bones requirement, which, certainly is needed, is only the first step in providing security for the building and its occupants.

MEMORANDUM

TO: Hon Charles Price, Presiding Judge

15th Judicial Circuit

From:  Johnny Hardwick, Circuit Judge

Date: May 28, 2013

RE: COURTHOUSE SECURITY

I have grave concerns about the present status and level of the absence of the security for those of us who enter the courthouse from our rear parking area.

I urge you to bring this matter to the attention of the Montgomery County Commissioners for appropriate action. For too long now, we have been exposed to those who might wish to do us harm. Under the current climate it would be easy for someone to be standing at our vehicles ready to injure us or worst!

We must learn from the situations in other jurisdictions where security has not been a high priority. I surely hope that an unfortunate event would be needed to correct this issue.

Charles Price

From: Pamela Higgins
Sent: Friday, May 24, 2013 10:40 AM
To: Charles Price
Subject: Security Gates

I am one hundred percent behind the installation of Security Gates. I have been approached by Defendants serving as Trustees on two separate occasions. Inmates should not have unfettered access to any Judge. While I do my best to remain aware of my surroundings, the addition of security gates would be quite helpful.

Pamela R. Higgins
District Judge
251 S. Lawrence Street
Montgomery, AL 36104
(334) 832-1359
Fax (334) 832-7721

Charles Price

From: Troy Massey
Sent: Thursday, May 23, 2013 7:01 PM
To: Charles Price
Subject: Security Gates

These are needed and long overdue.

Sent from my iPad2
W Troy Massey
334 272 0083
wmassey648@aol.com

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

JUN 17 2013

June 13, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the June 3, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 202 on the next agenda for the Detention Facility.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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 Corrections Officer / Corrections Officer Trainee

Position Number 202

Proposed Effective Date May 27, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Department Head DM

Date May 17, 2013

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 _____

JUN 17 2013

**Montgomery County
Youth Facility**

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: May 22, 2013
Re: Relief Juvenile Detention Officers

I am requesting that these fill requests for relief detention officers be placed on the June 3rd County Commission working agenda. I would like to fill these vacancies with three (3) females and two (2) males. This has become necessary to minimize the need for overtime on the part of our full-time detention workers.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

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: Juvenile Detention Officer (Part-time)

POSITION NUMBER: 910300001 (to replace M. Crittenden)

PROPOSED EFFECTIVE DATE: 5/27/2013

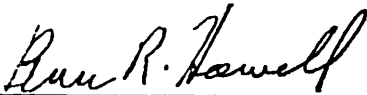
TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

5/22/2013
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by _____
☐ Payroll entered by _____

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

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: Juvenile Detention Officer (Part-time)

POSITION NUMBER: 910300002 (to replace A. Andrews)

PROPOSED EFFECTIVE DATE: 5/27/2013

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

5/22/2013
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by _____
☐ Payroll entered by _____

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

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: Juvenile Detention Officer (Part-time)

POSITION NUMBER: 910300003

PROPOSED EFFECTIVE DATE: 5/27/2013

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)

Bruce R. Howell

Department Head

5/22/2013
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by

Date

☐ Payroll entered by

Date

ORIGINAL

POSITION FILL REQUEST

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: Brandi Alexander, Juv. Det. Director

1. POSITION TITLE: Juvenile Detention Officer (Part-time)

POSITION NUMBER: 910300005 (to replace Victor Black)

PROPOSED EFFECTIVE DATE: 5/27/2013

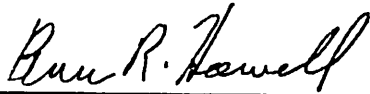
TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

5/22/2013
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by

Date

☐ Payroll entered by

Date

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

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: Juvenile Detention Officer (Part-time)

POSITION NUMBER: 910300007

ORIGINAL

PROPOSED EFFECTIVE DATE: 5/27/2013

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)

Bruce R. Howell
Department Head

5/22/2013
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 17 2013

Request # 9

Date: June 3, 2013
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: June 20, 2013 Return Date: June 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Alabama Historical Records Workshop

Traveler (s) Name: 1. Kevin Hollis 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$15.00 Advance Registration Required: \$15.00

Department Name: Probate Fund Name: General

Additional Comments: _____

To: Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$15.00 and advance registration of \$15.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,500.00</u>	
Approved Requests:	<u>\$7,049.90</u>	
Budget Available:	<u>\$450.10</u>	
Current Requests:	<u>\$15.00</u>	
Budget Balance:	<u>\$435.10</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 17 2013

Request # 7

Date: June 10, 2013
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: July 15, 2013 Return Date: July 19, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Interconnecting Cisco Network Devices I

Traveler (s) Name: 1. Robert D Phaturos Jr 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,189.00 Advance Registration Required: \$2,189.00

Department Name: Information Systems Fund Name: General

Additional Comments: _____

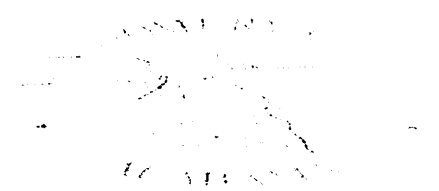
To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,189.00 and advance registration of \$2,189.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$13,530.27</u>	
Budget Available:	<u>\$6,469.73</u>	
Current Requests:	<u>\$2,189.00</u>	
Budget Balance:	<u>\$4,280.73</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/11/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 17 2013

Request # 8

Date: June 10, 2013
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: August 12, 2013 Return Date: August 16, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Interconnecting Cisco Network Devices II

Traveler (s) Name: 1. Robert D Phaturos Jr 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,189.00 Advance Registration Required: \$2,189.00

Department Name: Information System Fund Name: General

Additional Comments: _____

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,189.00 and advance registration of \$2,189.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$13,530.27</u>	
Budget Available:	<u>\$6,469.73</u>	
Current Requests:	<u>\$4,378.00</u>	
Budget Balance:	<u>\$2,091.73</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/11/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 24

Agenda

JUN 17 2013

Date: June 4, 2013

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: September 15, 2013

Return Date: September 20, 2013

Conference Leave (Days / Hours): 6 days

Purpose of Travel: ALERT Instructor Training

Traveler (s) Name: 1. Lieutenant Rodney Barrett 4. _____
2. Sergeant Jessie Oliver 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$750.00

Advance Registration Required: \$0.00

Department Name: Sheriff's Office

Fund Name: 001-52110.265

Additional Comments: Registration and lodging paid for by Department of Homeland Security

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$750.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$13,905.00

Budget Available: \$11,095.00

Current Requests: \$750.00

Budget Balance: \$10,345.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/5/2013

cc: Finance Director / Buyer

12-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

JUN 17 2013

Date: June 11, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 12, 2013 Return Date: August 16, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: AAAO 2013 Summer Conference Classes

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

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

Total (est.) Cost: \$405.00 Advance Registration Required: \$405.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$135.00 x 3 = \$405.00

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

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$405.00 and advance registration of \$405.00 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>\$5,694.26</u>	
Budget Available:	<u>\$24,305.74</u>	
Current Requests:	<u>\$405.00</u>	
Budget Balance:	<u>\$23,900.74</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/11/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 16

Date: June 11, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Agenda
JUN 17 2013

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 7, 2013 Return Date: August 7, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: How to Deliver Exceptional Customer Service

Traveler (s) Name: 1. Tammy Linton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$199.00

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

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 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>\$5,694.26</u>	
Budget Available:	<u>\$24,305.74</u>	
Current Requests:	<u>\$604.00</u>	
Budget Balance:	<u>\$23,701.74</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/11/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Date: June 13, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Agenda

JUN 17 2013

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 12, 2013 Return Date: August 16, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: AAAO 2013 Summer Conference Classes

Traveler (s) Name: 1. Brenda Ayers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$135.00 Advance Registration Required: \$135.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$135.00

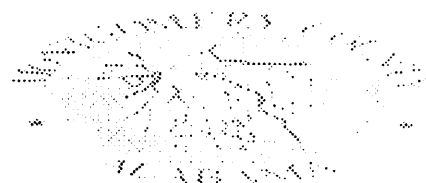
To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$135.00 and advance registration of \$135.00 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>\$5,694.26</u>	
Budget Available:	<u>\$24,305.74</u>	
Current Requests:	<u>\$739.00</u>	
Budget Balance:	<u>\$23,566.74</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/13/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

JUN 17 2013

Date: June 4, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Nashville, TN
Departure Date: August 16, 2013 Return Date: August 18, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the IPMA -HR Leadership Conference

Traveler (s) Name: 1. Barbara Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$0.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Hotel and Registration Fees paid by IPMA-HR

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$12,180.45</u>	
Budget Available:	<u>\$2,819.55</u>	
Current Requests:	<u>\$400.00</u>	
Budget Balance:	<u>\$2,419.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/5/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 46

Agenda

JUN 17 2013

Date: May 31, 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. Katie Langer 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. 06/17/13 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>\$41,745.46</u>	
Budget Available:	<u>\$3,254.54</u>	
Current Requests:	<u>\$1,489.00</u>	
Budget Balance:	<u>\$1,765.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/3/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 48

Agenda

JUN 17 2013

Date: June 10, 2013

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: St Louis, Missouri

Departure Date: June 24, 2013

Return Date: June 28, 2013

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: To Attend: Campus Program Training

Traveler (s) Name: 1. Billy Caulfield 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: Expenses Paid Through Another Agency

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 06/17/13 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: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$41,770.46

Budget Available: \$3,229.54

Current Requests: \$1,489.00

Budget Balance: \$1,740.54

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/11/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 17 2013

Request # 49

Date: June 12, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: June 21, 2013 Return Date: June 21, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Jury Instructional 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: \$125.00 Advance Registration Required: \$0.00

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

Additional Comments: Ms Brooks Would Like the Option of Using Either Vehicle

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

The above request is app. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 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>\$41,770.46</u>	
Budget Available:	<u>\$3,229.54</u>	
Current Requests:	<u>\$1,614.00</u>	
Budget Balance:	<u>\$1,615.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/12/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 17 2013

Request # 6

Date: June 3, 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 10, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Management & Supervision

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

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$400.00

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. 06/17/13 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code: 781-51501.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$6,000.00

Approved Requests: \$3,136.61

Budget Available: \$2,863.39

Current Requests: \$400.00

Budget Balance: \$2,463.39

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/3/2013

cc: Finance Director / Buyer

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