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**MONTGOMERY COUNTY COMMISSION**

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

ESTABLISHED 1816

FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR

(334) 832-1210  
FAX (334) 832-2533

August 11, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Information pertaining to the August 15, 2016  
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, August 15, 2016, at 4:00 p.m. The Formal Session will begin at 5:30 p.m., and the meeting will be held at Cleveland Y.M.C.A, 1400 Aaron Street, Montgomery, AL.

Please note that the County Commission Swearing-In Ceremony will be held Wednesday, November 16, 2016. The Information Session will begin at 1:30 p.m. and the Formal Session for the Swearing-In Ceremony will begin at 2:00 p.m.

Enclosed in your packet is information pertaining to the Minority and Women-Owned Business Initiative Policy.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for August 15, 2016

**Waived Rules Items to Consider for August 15, 2016**

2. Consider Bid Award to Cintas Corporation regarding Uniform Rental, Bid Number 51901-16B-035, Support Services

**Items to Consider for Tuesday, September 6, 2016 Montgomery County Commission Regular Meeting Agenda**

3. Consider Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15<sup>th</sup> Judicial Circuit for the period beginning October 1, 2015 and ending September 30, 2016, Youth Facility

4. Consider Authorization of Inmate Health Services Agreement with QCHC, Inc., regarding Medical Services for Inmates, Detention Facility
5. Consider Authorization of Facility Agreement with CorEMR, L.C. regarding Software for Electronic Medical Records, Detention Facility
6. Consider Commercial Exhibit Agreement with the Alabama National Fair & Agricultural Exposition, Inc., regarding Exhibit Space, County Commission
7. Consider Sponsorship for AUM's Business Breakfast Series 2016-2017 in the amount of \$1,000, County Commission
8. Consider Authorization of Board Member Appointments, Montgomery County Public Building Authority
9. Consider Authorization of Payment of 2016 Membership Dues to the National Association of Black County Officials (NABCO) for Vice Chairman Harris, County Commission
10. Consider Authorization of Renewal of Software License and Maintenance Agreement with Environmental Systems Research Institute, Inc. (ESRI), Appraisal Department
11. Consider Authorization of Renewal of License Agreement with Pictometry International Corp, Appraisal Department
12. Consider Amendment Number 3 to Contract with Climate Service, Inc., for Preventive Maintenance Services on Heating/AC System for Jail II (Contract #51901-14B-004), Support Services
13. Consider Amendment Number 2 to Contract with Climate Service, Inc., for Preventive Maintenance Services on Heating/AC System for Various County Buildings (Contract #51901-14B-022), Support Services
14. Consider Amendment Number 2 to Contract with Climate Service, Inc., for Preventive Maintenance Services on Heating/AC System for the Youth Facility (Contract #51901-14B-023), Support Services
15. Consider Acceptance of Proposal from Goodwyn, Mills and Cawood, Inc., regarding Scott Street Parking Deck Review of Existing Conditions, County Commission
16. Consider Acceptance of Proposal from Goodwyn, Mills and Cawood, Inc., regarding Scott Street Parking Deck Roof Renovations and Authorization of Related Contract, County Commission
17. Consider Authorization to Amend the Management Procedures Manual Section 3-41 allowing for the Position of General Services Director to Receive a \$100 Per Month Travel Allowance, County Commission

18. Consider Authorization of Budget Change Requests (5) (**Can we place all five Budget Changes under one Agenda Item?**)
  - (1) District Attorney's Office (Child Support) – Request Number 6
  - (2) Information Systems – Request Number 1
  - (3) Personnel – Request Number 5
  - (4) Sheriff's Office – Request Number 4
  - (5) Youth Facility – Request Number 8

#### **Personnel Actions**

19. Consider Authorization of Position Fill Request for Community Corrections Technician (CO0357), Position Number 30035700, Community Corrections
20. Consider Authorization of Position Fill Requests – Detention Facility (2)
  - (1) Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 051
  - (2) Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 211
21. Consider Authorization of Position Fill Requests – Sheriff's Office (3)
  - (1) Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 029
  - (2) Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 062
  - (3) Records & Identification Clerk (CO0464), Position Number 187
22. Consider Authorization of Position Fill Request for Administrative Support Associate (CO0013), Position Number 810013007, Tax and Audit Department

#### **General Information**

23. Copy of Letter and Brochure from Executive Director Cynthia Brown with the Heritage Training and Career Center requesting Funding in the Amount of \$10,000
24. Copy of Letter from 1<sup>st</sup> Vice President Junie J. Pierce, III with the Montgomery Humane Society requesting \$20,000 to help pay for a \$75,000 Roof Replacement (**The Commission appropriated \$500,000 in FY15 and FY16 to this Organization**)
25. Copy of Montgomery Humane Society 2017 Fiscal Year Budget Presentation, Profit & Loss Budget vs. Actual October 2015 through July 2016, and Audited Financial Statements for the Years ended September 30, 2015 and 2014
26. Copy of Memorandum concerning County's Responsibility for Providing a Dog Pound

August 11, 2016

27. Copy of Letter from Mayor Todd Strange requesting Funding for Renovations of the Juliette Hampton Morgan Branch Library and Minutes of the March 21, 2016 County Commission Meeting (**The request was for \$460,000 for two years for a total of \$920,000**)
28. Copy of Montgomery City-County Public Library October 2014 – September 2015 Statistical Report
29. Copy of Memorandum from Public Affairs Director DiDi Henry regarding Commission Meeting Location Changes for August to December 2016
30. Copy of Memorandum concerning Information regarding Non-Profit Organizations
31. Copy of Legal Opinion from County Attorney Thomas T. Gallion, III, regarding the Cleaning and Maintenance of the Drainage Ditches in the Selbrook Neighborhood
32. Copy of the November 7, 2006 Election Results by Precinct for the **Self-Governance** Local Referendum for Act Number 2005-200
33. Copy of Overview of “**What is Self-Governance?**” and the March 16, 2015 Minutes Authorizing the Referendum during the General Election on November 8, 2016
34. Copy of Act Number 2005-200 Authorizing **Self-Governance** for Alabama Counties subject to a Local Referendum
35. Copy of Schedule of Upcoming Bids/Contract Renewals for August, September, and October
36. Copy of Service of Process Fee (Sheriff Process Fee) Collection for August 2016
37. Copies of Revenue Reports for July 2016 from Tax and Audit Department
38. Copy of Population Report for July 2016 for the Mac Sim Butler Detention Facility
39. Copy of Population Report for July 2016 for the Youth Facility
40. Copy of Census and Fiscal Report for July 2016 for Community Corrections
41. Copies of Detailed Accounts Payables, paid 8/5/16 and 8/12/16; subject to County Commission approval

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION  
INFORMATION SESSION SCHEDULE  
FOR  
AUGUST 15, 2016

- 4:00 p.m. Prayer led by Commissioner Williams and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:10 p.m. Juvenile Court Administrator Bruce Howell with the Youth Facility – Presentation regarding Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15<sup>th</sup> Judicial Circuit for the period beginning October 1, 2015 and ending September 30, 2016 (**Future Agenda Item 3**) and Budget Change Request Number 8 (**Future Agenda Item 18-5**)
- 4:20 p.m. Executive Director Paul Brown with Community Corrections – Presentation regarding Position Fill Request for Community Corrections Technician (CO0357), Position Number 30035700 (**Personnel Action Item 19**)
- 4:30 p.m. Director of Risk Management Scott Kramer – Presentation regarding Inmate Health Services Agreement with QCHC, Inc., regarding Medical Services for Inmates (**Future Agenda Item 4**) and Facility Agreement with CorEMR, L.C. regarding Software for Electronic Medical Records (**Future Agenda Item 5**)
- 4:50 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations and Budget Change Request Number 1 (**Future Agenda Item 18-2**)
- 5:00 p.m. County Engineer George Speake – Update regarding Engineering Department Operations
- 5:10 p.m. Executive Director Kim Wolfe with the Montgomery Symphony Orchestra – Presentation regarding Funding for the Program
- 5:20 p.m. Executive Director Cynthia Brown with Heritage Training and Career Center – Presentation regarding Funding for the Program in the Amount of \$10,000 (**General Information Item 23**)
- 5:30 p.m. Formal Session of County Commission

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 10, 2016

RE: Invitation to Bid No. 51901-16B-035  
Uniform Rental

Request that rules be waived and approve of award on the above referenced Invitation to Bid, to the only bidder, Cintas Corporation, in the amount of \$190.90, be placed on the agenda August 15, 2016.

This contract will be for three (3) years from the date of award. This contract will begin August 31, 2016 and end on August 30, 2019. Prices shall remain firm for the entire contract period.

Coordination of award made with George Speake, County Engineer and Pat Litchfield, Plant Maintenance Engineer.

Attachment

## 2.2

| ABSTRACT FOR BIDS:                  |                        |       |     | BID # 1                                               |                 | BID # 2                                      |                 | BID # 3                                        |                 | BID # 4                       |                 | BID # 5    |                 |
|-------------------------------------|------------------------|-------|-----|-------------------------------------------------------|-----------------|----------------------------------------------|-----------------|------------------------------------------------|-----------------|-------------------------------|-----------------|------------|-----------------|
| INVITATION TO BID NO: 51901-16B-035 |                        |       |     | CINTAS CORP.<br>ATTN: NICOLAS MATTOX<br>(334)271-1313 |                 | NAFECO<br>ATTN: KASEY<br>PATTERSON<br>NO BID |                 | MAC UNIFORMS<br>ATTN: BRIAN STIGNANI<br>NO BID |                 | LAWMEN'S & SHOOTERS<br>NO BID |                 |            |                 |
| DATE ISSUED: JULY 26, 2016          |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| DATE OPENED: AUGUST 9, 2016         |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| SUPPORT SERVICES                    |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| TERMS OF PAYMENT / DISCOUNT:        |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| DELIVERY DATE:                      |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| ITEM NO.                            | DESCRIPTION OF ITEM    | Units | QTY | UNIT PRICE                                            | EXTENDED AMOUNT | UNIT PRICE                                   | EXTENDED AMOUNT | UNIT PRICE                                     | EXTENDED AMOUNT | UNIT PRICE                    | EXTENDED AMOUNT | UNIT PRICE | EXTENDED AMOUNT |
| 1                                   | Shirt: Exec. Wear LS   | Ea    | 3   | \$1.98                                                | \$5.94          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 2                                   | Shirt: Exec. Wear SS   | Ea    | 3   | \$1.98                                                | \$5.94          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 3                                   | Pants: Exec. Wear      | Ea    | 3   | \$2.42                                                | \$7.26          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 4                                   | Shirt: LS 100% Cotton  | Ea    | 9   | \$1.98                                                | \$17.82         |                                              |                 |                                                |                 |                               |                 |            |                 |
| 5                                   | Shirt: LS Cotton/Poly  | Ea    | 15  | \$1.43                                                | \$21.45         |                                              |                 |                                                |                 |                               |                 |            |                 |
| 6                                   | Shirt: SS 100% Cotton  | Ea    | 3   | \$1.98                                                | \$5.94          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 7                                   | Shirt: SS Cotton/Poly  | Ea    | 15  | \$1.43                                                | \$21.45         |                                              |                 |                                                |                 |                               |                 |            |                 |
| 8                                   | Pants: Cotton/Poly     | Ea    | 18  | \$2.20                                                | \$39.60         |                                              |                 |                                                |                 |                               |                 |            |                 |
| 9                                   | Pants: Dickie Jeans    | Ea    | 9   | \$4.18                                                | \$37.62         |                                              |                 |                                                |                 |                               |                 |            |                 |
| 10                                  | Pants: Carpenter Jeans | Ea    | 2   | \$2.64                                                | \$5.28          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 11                                  | Black Coverall         | Ea    | 1   | \$6.60                                                | \$6.60          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 12                                  | Jacket: Slash Pocket   | Ea    | 32  | \$0.25                                                | \$8.00          |                                              |                 |                                                |                 |                               |                 |            |                 |
| 13                                  | Jacket: Vest Liner     | Ea    | 32  | \$0.25                                                | \$8.00          |                                              |                 |                                                |                 |                               |                 |            |                 |
|                                     |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
|                                     |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
|                                     |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
|                                     |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
|                                     |                        |       |     |                                                       |                 |                                              |                 |                                                |                 |                               |                 |            |                 |
| TOTAL BID AMOUNTS                   |                        |       |     |                                                       | \$190.90        |                                              |                 |                                                |                 |                               |                 |            |                 |

**Notes:**

**36 BIDS MAILED**

**Above quantity is per employee**

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 31<sup>ST</sup> day of August, 2016, by and between Cintas Corporation of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Cintas Corporation, agrees to furnish Uniforms and Service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 51901-16B-035 as issued by the Montgomery County Commission on July 26, 2016, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Cintas Corporation and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for three (3) years, beginning August 31, 2016, and ending August 30, 2019. That prices bid shall remain firm for the entire contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Cintas Corporation reserve the right to cancel the contract with a thirty (30) day written notice to Cintas Corporation, Inc. and/or Montgomery County Commission, anytime during the contract period.
4. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Cintas Corporation.

IN WITNESS WHEREOF. the undersigned have executed this Contract as of the 31<sup>st</sup> day of August, 2016.

WITNESS:

CINTAS CORPORATION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

# Memo

**To:** Mr. Donnie Mims, Montgomery County Administrator  
**From:** Bruce R. Howell, Juvenile Court Administrator  
**Date:** August 8, 2016  
**Re:** MOU – Referee Vicky Toles

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I am requesting that the Memorandum of Understanding for Montgomery County Youth Facility Referee Vicky Toles be placed on the working agenda for the August 15<sup>th</sup> County Commission meeting for approval. The funding for Referee Toles will be paid entirely through state funding. The Administrative Office of Courts will submit an invoice at the end of each quarter in FY 2015/2016 and be reimbursed for her salary.

Thank you for your consideration in this matter.



## MEMORANDUM OF UNDERSTANDING

### Between the Administrative Office of Courts and The Montgomery County Commission

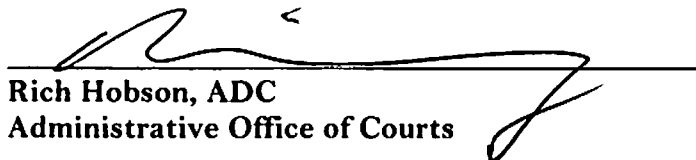
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed an annual amount of \$50,119.20**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2015 and ending September 30, 2016.

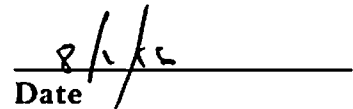
II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

III. AOC will invoice the Commission at the end of each quarter in FY 2016 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

#### APPROVED:

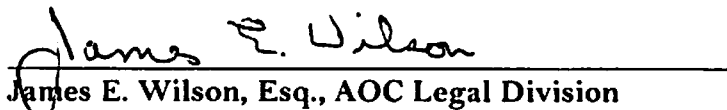
  
Rich Hobson, ADC  
Administrative Office of Courts

  
Date

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

Date

#### REVIEWED BY:

  
James E. Wilson, Esq., AOC Legal Division

8/1/2016  
Date

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
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A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

August 3, 2016

**MEMORANDUM**

TO: Donald L. Mims  
County Administrator

FROM: Scott Kramer  
Director of Risk Management

SUBJECT: Quality Correctional Health Care Contract Renewal

I would like to meet with the Commission to discuss the contract renewal with Quality Correctional Health Care. This company administers the medical services for the inmates in the County Detention Facility. The Sheriff and I have discussed extending this relationship with QCHC which has been in place for the last 9 years. The proposed contract renewal for Quality Correctional Health Care (QCHC) with an effective date of October 1, 2016 is attached. In the last few months, QCHC has initiated a lease with COR EMR to provide software for the electronic medical records. The costs were absorbed by QCHC. I have attached a separate agreement for us to maintain these records from COR EMR if we should sever our relationship with QCHC in the future. The County attorney has reviewed and approved both of these contracts.

I would like to place this item on the next agenda for the Commission's consideration of approval.

cc: Florence Cauthen  
Wanda Robinson  
Derrick Cunningham

## **INMATE HEALTH SERVICES AGREEMENT**

This **INMATE HEALTH SERVICES AGREEMENT** (this “**Agreement**”) by and between the **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of Alabama (“**COUNTY**”) and **QCHC, INC.**, an Alabama corporation (“**QCHC**”), hereby entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

### **WITNESSETH:**

**WHEREAS**, County is charged by law with the responsibility for providing necessary medicines and medical attention for inmates of the County Detention Facility (hereinafter referred to as the “**Detention Facility**”), pursuant to the Code of Alabama of 1975, (the “**Code**”) Section 14-6-19; the Eighth and Fourteenth Amendments to the United States Constitution; as well as other constitutional, statutory, and common law sources of law; and

**WHEREAS**, County desires to provide necessary medicines and medical attention for inmates in accordance with the applicable and relevant legal standards, and the County Commission wishes to exercise its authority under Code Section 14-6-20 to elect a physician to attend to the inmates of its Detention Facility; and

**WHEREAS**, QCHC is in the business of providing necessary medicines and medical attention in the correctional setting; and

**WHEREAS**, County desires to elect QCHC as the supplier of necessary medicines and medical attention for the inmates of the Detention Facility, and to enter into this Agreement with QCHC to achieve these objectives under the express terms and conditions hereof; and

**WHEREAS**, QCHC desires to furnish necessary medicines and medical attention for the Detention Facility and enter into this Agreement with County to achieve these objectives under the express terms and conditions hereof;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter made, the Parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES**

**Section 1.1 Primary Engagement.** County hereby contracts with QCHC to provide for the delivery of primary medical services to inmates of the Detention Facility. The primary medical services will be provided to the inmates of the Detention Facility on a twenty- four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of the Sheriff of the County at the Detention Facility, and QCHC enters into this Agreement according to the terms and provisions hereof. This contract is based upon the assumption that the Detention Facility will average approximately 525 inmates monthly.

**Section 1.2 Scope of Primary Services.** The scope of primary services provided by QCHC is detailed as follows:

- (a) **Primary Care.** QCHC shall provide primary health care services for all persons committed to the custody of the Detention Facility, except those identified in Sections 1.6 and 1.7.
- (b) **Timing.** The responsibility of QCHC for medical care of an inmate commences with the booking and physical placement of said inmate into the Detention Facility. All admission exams, screenings, and initial physical assessments, to include an oral health screening, will be completed within a reasonable time of the inmate's arrival. In addition, all other examinations and medical service will be conducted within a reasonable time of the request for care.
- (c) **Place of Care.** All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the Detention Facility, unless otherwise addressed herein.
- (d) **Preventative and Maintenance Care.** QCHC shall provide, at its own cost, preventative and maintenance care for all inmates of the Detention Facility, as more specifically described herein.
- (e) **Medication.** QCHC will document the receipt and disbursement of all medication in a manner acceptable to the County. Medications that will not be included in the base price of the contract are HIV, Dialysis, Chemotherapy, Anti-Rejection, Atypical Antipsychotic, and Non-Formulary Drugs/Medications. The preceding classes of excluded drugs/medications will be provided for through the aggregate pool defined in Section 3.1.
- (f) **Education of Inmates.** QCHC will provide health education services to the inmates. Any services rendered by QCHC in the educational context beyond the normal QCHC-patient setting will be subject to written approval by County.
- (g) **Education and Training of Correctional Officers.** QCHC will provide training courses in Cardiopulmonary Resuscitation (CPR)/First Aid, Blood borne Pathogens and Suicide Prevention, at the request of the County. Such training courses will be scheduled by County and QCHC at a mutually agreed upon time and location.
- (h) **First Aid for Correctional Personnel.** QCHC will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, the County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical stabilization pending the arrival of emergency medical providers. QCHC will complete an injury report, in a form suitable to County, for every event of service rendered under this Section 1.2(h).

**Section 1.3 Specialty Services.** In addition to providing the primary services described above, QCHC will identify those inmates requiring additional care and notify County immediately. QCHC will use its best efforts to provide County access to a physician specialty network through which County may obtain a reduction in the standard fees of the covered specialists. The specialty network will seek to include such medical services as cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by QCHC.

(a) **Emergency Specialty Services.** Where emergency specialty care is required, QCHC shall make arrangements with the required specialty provider. Transportation will be handled in accordance with Section 1.4 of this Agreement.

(b) **Non-Emergency Specialty Services.** Where non-emergency specialty care is required, QCHC shall make arrangements with the specialty provider and County shall provide transportation in accordance with Section 1.8 of this Agreement.

(c) **Dental Services.** QCHC shall contract with a licensed dentist to provide on-site dental services to inmates for approximately four (4) hours per week. Dental Services will be capped at \$41,000 dollars annually, with any balance for dental services exceeding the cap to be funded from the aggregate pool.

**Section 1.4 Emergency Services.** QCHC shall provide, at its own cost, on-site emergency medical care, as medically necessary, to inmates. When medically necessary, QCHC shall arrange all emergency ambulance transportation of inmates, the cost of which will be billed directly to County by the ambulance provider. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.

**Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.**

(a) QCHC shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Detention Facility. Furthermore, QCHC is not financially responsible for the cost of services outside the Detention Facility for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Detention Facility.

(b) Once an inmate has been medically stabilized and committed to the Detention Facility, QCHC will, commencing at that point, then become financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or

injury occurred prior or subsequent to the individual's incarceration at the Detention Facility.

(c) It is expressly understood that QCHC shall not be responsible for medical costs associated with the medical care of any infants born to inmates. QCHC shall provide primary medical services to inmates up to, through and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Detention Facility prior to transport to a hospital will not be the financial responsibility of QCHC. In any event, QCHC shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

**Section 1.6 Inmates Outside the Facilities.**

(a) The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Detention Facility. No other person(s) shall be the financial responsibility of QCHC. Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Detention Facility at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services.

(b) The cost of medical services provided to inmates who become ill or are injured while on such temporary release or work release will not then become the financial responsibility of QCHC after their return to the Detention Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

**Section 1.7 Elective Medical Care.** QCHC is not responsible for providing elective medical care to inmates, unless expressly contracted for by County. For purposes of this Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of QCHC's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

**Section 1.8 Transportation Services.** To the extent any inmate requires off-site non-emergency health care treatment, including, but not limited to, hospitalization and specialty services, County will, upon prior request by QCHC, its agents, employees or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

**ARTICLE II: PERSONNEL**

**Section 2.1 Staffing.** QCHC shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to prisoners at the Jail as described and required by this Agreement. Staffing and scheduling may vary from the routine staffing and

scheduling on QCHC Corporate Holiday or on Holidays observed by County personnel. It is understood and agreed that QCHC employees are allowed to leave the Detention Facility during the work day for meal breaks, provided the timing and length of such leave does not negatively impact or impair QCHC's ability to fulfill its obligations under this Agreement. The personnel provided by QCHC will include, at a minimum, the following:

- (a) Medical Director. A licensed QCHC physician, either QCHC's CEO or its Corporate Medical Director, shall serve as the Detention Facility's Medical Director and will be responsible for the overall inmate health care delivery system and all clinical decision making in the Detention Facility. The Medical Director will be available at all times to the administrative staff of County and to the administrative staff of the Jail. Home phone numbers and cellular telephone numbers will be provided by this individual to all necessary administrative contacts.
- (b) Physician. A licensed physician, either the Detention Facility Medical Director or another QCHC physician, will be at the Jail eight hours (8) hours per week. During the time that a physician is not at the Jail, a physician will be available on call.
- (c) Registered Nurse. 2 FTE Registered Nurses (RN) will be scheduled during the week. One of the Registered Nurses will be designated as the Detention Facility's Health Services Administrator ("HSA"), and will be responsible for the day-to-day administration of the inmate health care system in the Detention Facility. The HSA will be available at all times to the administrative staff of County and to the administrative staff of the Jail. Home phone numbers and cellular telephone numbers will be provided by this individual to all necessary administrative contacts.
- (d) Licensed Practical Nurse. 8.4 FTE Licensed Practical Nurses ("LPN").
- (e) Psychiatry. 8 hours per month to be provided by a physician trained in Psychiatry.
- (f) Medical Records Technician/Clerk. 1 FTE.

QCHC will provide additional staffing as necessary to effect the purposes of this Agreement, with QCHC having sole authority to determine whether such additional staffing may be necessary. QCHC reserves the right to negotiate in good faith with the County for additional compensation if it determines that additional staffing is necessary to effect the purposes of this Agreement and that such additional staffing cannot be provided under the current compensation provided in this Agreement.

**Section 2.2 Licensure, Certification and Registration of Personnel.** All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified and/or registered in their respective areas of expertise as required by applicable Alabama law, as appropriate. QCHC will credential and maintain copies of all continuing medical education

and licensure requirements for personnel.

**Section 2.3 County's Satisfaction with Health Care Personnel.** If County becomes dissatisfied with any health care personnel provided by QCHC hereunder, or by any independent contractor, subcontractors or assignee, QCHC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, QCHC shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction.

**Section 2.4 Use of Inmates in the Provision of Health Care Services.** Inmates shall not be employed or otherwise engaged by either QCHC or County in the rendering of any health care services.

**Section 2.5 Subcontracting and Delegation.** In order to discharge its obligations hereunder, QCHC may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between QCHC and these health care professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, QCHC shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of QCHC under this Agreement, QCHC shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

### **ARTICLE III: INFORMATION AND MEDICAL RECORDS**

**Section 3.1 Inmate Information.** Subject to Alabama law, in order to assist QCHC in providing the best possible health care services to inmates, County will provide QCHC with information pertaining to inmates that QCHC and County mutually identify as reasonably necessary for QCHC to adequately perform its obligations hereunder.

**Section 3.2 QCHC Records Available to County with Limitations on Disclosure.** QCHC shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by QCHC in the performance of its obligations hereunder are proprietary in nature and will remain the property of QCHC and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by QCHC. Proprietary information developed by QCHC shall remain the property of QCHC.

**Section 3.3 County Records Available to QCHC with Limitations on Disclosure.**

During the term of this Agreement and for a reasonable time thereafter, County will provide QCHC, at QCHC's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by QCHC or as are pertinent to the investigation or defense of any claim related to QCHC's conduct. Consistent with applicable law, County will make available to QCHC such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as QCHC may request. Any such information provided by County to QCHC that County considers confidential, and to which County informs QCHC, shall be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

**Section 3.4 Medical Records.**

(a) QCHC shall maintain complete and accurate medical records for each inmate of the Detention Facility. QCHC shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. As custodian of the inmates, County shall maintain ownership over all such medical records maintained by QCHC, and a complete legible copy of the applicable medical record shall be available, at all times, to County. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, QCHC shall comply with Alabama law and County's policy with regard to access by inmates and Facility's staff to medical records. No information contained in the medical records shall be released by QCHC except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) Electronic Medical Records. QCHC shall complete the current project to convert the inmate medical records to an electronic medical records system, and to ensure access to same to the County and Jail Administration.

(c) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide QCHC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending potential legal claims.

**ARTICLE IV: MEETINGS AND REPORTS**

**Section 4.1 Regular Meetings.** The Detention Facility Medical Director, Detention Facility HSA, and other appropriate QCHC Corporate Staff as appropriate, will meet regularly with the Sheriff and Detention Facility command staff, per request. Such regular meetings will include reviewing quality assurance reports, expenses of QCHC and County and any other matter applicable to this Agreement the Parties wish to discuss.

**Section 4.2 Regular Reports by QCHC to County.** QCHC shall provide to County, on a date and in a form mutually acceptable to QCHC and County, reports relating to services rendered under this Agreement.

## **ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

**Section 5.1 General.** County agrees to provide QCHC with reasonable and adequate office and medical space, facilities, equipment, local and long distance telephone and telephone line and utilities, and internet access, and County will provide necessary maintenance and housekeeping of the office space and facilities. It is the responsibility of the QCHC to inventory existing equipment and then maintain it for future use.

**Section 5.2 Delivery of Possession.** County will provide to QCHC, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Facilities. A mutually agreed upon record will be made of all medical and office equipment and supplies in place at the Detention Facility. At the termination of this or any subsequent Agreement, QCHC will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Facility prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

**Section 5.3 Maintenance and Replenishment of Equipment.** Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by QCHC during the term of this Agreement, costing \$500 or less per item or unit, shall be purchased by QCHC at its own cost. For equipment with a per item or per unit cost greater than \$500, QCHC shall work with the County to determine who will purchase and own the particular equipment. All maintenance and repair of equipment and instruments owned by QCHC will be conducted at QCHC's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. All maintenance and repair of equipment and instruments owned by County will be conducted at County's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a QCHC employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase QCHC's equipment and instruments upon a mutually agreed depreciation schedule.

## **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

**Section 6.1 Term.** The initial term of this Agreement shall be for three (3) years, commencing on October 1, 2016, and ending on September 30, 2019, and may be extended for additional one-year terms, if mutually agreeable to both parties.

**Section 6.2 Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) **Termination by Agreement.** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 10.2 of this Agreement.

(c) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within twenty (20) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

**Section 6.3 Transition.** In the event that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process.

**Section 6.4 Responsibility for Inmate Health Care.** Upon the effective date of termination of this Agreement, all responsibility for providing health care services to all inmates will immediately transfer from QCHC to County.

## **ARTICLE VII: COMPENSATION**

### **Section 7.1 Compensation**

(a) Base Compensation. County will pay to QCHC the annual base price of \$1,843,675.44, in twelve equal monthly amounts of \$153,639.62. On the annual anniversary dates, the annual base price shall increase by the annual percentage increase in the Consumer Price Index ("CPI") for All Urban Consumers for Medical Services, as compiled by the U.S. Department of Labor, Bureau of Labor Statistics (series ID "CUUR0000SAM"), or 3%, whichever is less. QCHC will bill County prior to the month in which services are to be rendered. County agrees to pay QCHC prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.

(b) Cost Pool. Out of the \$460,918.86 quarterly cost for healthcare services, a total amount of \$68,750.00 per quarter of this Agreement is allocated to a cost pool. This pool is to be used for excluded drugs/medicines as described in 1.2(e), to provide for any dental services exceeding the \$10,250.00 dollar quarterly budget, and to pay for the off-site care of the covered inmates. QCHC's liability for costs associated with the health care services for inmates rendered outside the Detention Facility and for excluded drugs/medicines for inmates inside the Detention Facility, will be limited each quarter of the term of this Agreement by the quarterly amount of the cost pool. If the cost of all care described in this paragraph exceeds the amount within any said quarter of \$68,750.00, then QCHC will review all costs and claims for payment to determine that such costs and claims are proper, pay for the additional costs and claims and submit invoices supporting the payments to the County along with an invoice for 100% of the costs in excess

of \$68,750.00 for said quarter. If the cost of all care described in this paragraph do not exceed the amount within any said quarter of \$68,750.00, the remaining balance shall be added to the following quarter. For example, if upon the completion of Quarter 1, there remains a pool balance of \$20,000.00, then the Quarter 2 beginning pool balance would be increased to \$88,750.00 (\$68,750.00 quarterly pool amount plus \$20,000.00 balance from previous quarter). Upon completion of the 4<sup>th</sup> Quarter of a contract year, any remaining pool funds shall be retained by QCHC. Excess medical insurance coverage will be provided by Montgomery County under separate contract. QCHC's liability for off-site care expense per inmate will be limited to the deductible amount of the excess medical coverage policy.

**Section 7.2 Inmates From Other Jurisdictions.** Medical care rendered within the Detention Facility to inmates from other jurisdictions, and housed in the Detention Facility pursuant to agreements between County and such other jurisdictions, or by statute, will be the responsibility of QCHC, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Detention Facility will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those inmates.

**Section 7.3 Responsibility For Work Release Inmates.** Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than QCHC, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release. Injuries to County inmates, from whatever cause, assigned to work crews and while performing labor for County are likewise excluded from QCHC's responsibility.

## **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT**

**Section 8.1 Insurance.** At all times during this Agreement, QCHC shall maintain professional liability insurance covering QCHC and its employees for its work at the Detention Facility in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. At all times during this Agreement, QCHC shall maintain general liability insurance covering QCHC and its employees for its work at the Detention Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, QCHC will notify County in writing. QCHC will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with County. Upon written request, QCHC shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

**Section 8.2 Hold Harmless.**

(a) QCHC will indemnify and hold harmless the County, the Sheriff, and the Detention Facility employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors which is related to

medical treatment or care provided by QCHC.

(b) QCHC will not be responsible for any claims arising from actions of the County, the Sheriff, or any employee or agent of the Detention Facility who intentionally prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

(c) QCHC will not be responsible for claims arising from negligence on the part of the County, the Sheriff, or any employee or agent of the Detention Facility in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

(d) The County will hold harmless and indemnify QCHC, its officers and employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the County, its agents and employees, the Sheriff, his agents and employees, and/or employees and agents of the Detention Facility.

#### **ARTICLE IX: SECURITY**

**Section 9.1 General.** QCHC and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of QCHC as well as for the security of inmates and County's staff. County will take all reasonable steps to provide sufficient security to enable QCHC to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and QCHC that the provision of security and safety for QCHC personnel is a continuing precondition of QCHC's obligation to provide its services in a routine, timely and proper fashion.

**Section 9.2 Loss of or Damage to Equipment and Supplies.** County shall not be liable for loss of or damage to equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of County, its employees, or agents.

**Section 9.3 Off-Site Security.** County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any inmate between the Facilities and any other location for off-site services as contemplated herein.

#### **ARTICLE X: MISCELLANEOUS**

**Section 10.1 Independent Contractor Status.** The parties acknowledge that QCHC is an independent contractor engaged to provide medical care to inmates at the Detention Facility. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.

**Section 10.2 Notice.** Unless otherwise provided herein, all notices or other

communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

County:                   Montgomery County  
                              P.O. Box 1667  
                              Montgomery, AL 36102

QCHC, Inc.:             Dr. Johnny E. Bates  
                              200 Narrows Parkway, Suite A  
                              Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

**Section 10.3 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama, except as specifically noted.

**Section 10.4 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 form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and QCHC.

**Section 10.5 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

**Section 10.6 Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.

**Section 10.7 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**Section 10.8 Other Contracts and Third-Party Beneficiaries.** The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Facilities. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

**Section 10.9 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**Section 10.10 Liaison.** The Sheriff, or his designee, shall serve as the liaison with QCHC.

**Section 10.11 Cooperation.** On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

**Section 10.12 Time of Essence.** Time is and shall be of the essence for this Agreement.

**Section 10.13 Authority.** The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

**Section 10.14 Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

**Section 10.15 Cumulative Powers.** Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law on in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

**MONTGOMERY COUNTY COMMISSION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF ALABAMA**

**COUNTY OF MONTGOMERY**

I, the undersigned Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, executed the same voluntarily for and as the act of said COUNTY, on the day the same bears date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_ 2016.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**QCHC, INC.**

---

By: Johnny E. Bates, MD

Its: Chief Executive Officer

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, MD, whose name as CEO of QCHC, Inc., an Alabama corporation, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334 265 8573 F 334 264 7945

T TGI

## MEMORANDUM

August 9, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Inmate Health Services Agreement- Revised

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I have reviewed your request for opinion regarding the renewal of a contract with QCHC, Inc., regarding Inmate Health Services and an agreement with CorEMR, L.C. I have reviewed the Inmate Health Services Agreement.

It is my opinion that these agreements appear to be in order. These agreements will be binding on all parties, if executed.

I am also of the opinion that the services provided for in these agreements are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreements cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
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  
FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

July 29, 2016

**MEMORANDUM**

TO: Thomas T. Gallion, III  
County Attorney

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Request for Opinion - Agreements with QCHC, Inc., and CorEMR, L.C.

Enclosed is an Agreement with QCHC, Inc., regarding the correctional healthcare program for the Montgomery County Detention Facility and an Agreement with CorEMR, L.C., regarding software to track electronic medical records.

Attached is an email from Director of Risk Management Scott Kramer regarding these two Agreements in which he states "I have attached an agreement with the software company that QCHC utilizes to track the inmate's electronic medical records. In the event that the Montgomery County Commission decides to terminate the contract with QCHC, the County would continue to have the ability to access the records from CorEMR. This agreement is strictly designed to protect the County's interests in the medical records".

Please review the enclosed documents and issue an opinion for each of the Agreements by Tuesday, August 2, 2016, as to whether they are acceptable.

As always, thank you for your assistance.

/tn

Enclosures

4-18

**COREMR, L.C.  
FACILITY AGREEMENT**

This Facility Agreement "**Facility Agreement**") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") between CorEMR, L.C., a Utah limited liability company with its principal office at 430 West 200 North, P.O. Box 702, Midway, Utah 84049 ("**CorEMR**"), and Montgomery County Commission located at 250 S. McDonough Street, Montgomery, Alabama 36104, ("**You**," and/or "**Your**").

**RECITALS:**

A. CorEMR, has developed and owns electronic medical records software and all intellectual property pertaining thereto to enable the creation, maintenance, storage and access to electronic medical records for correctional facilities. The CorEMR electronic medical records software includes components or modules for electronic medical records.

B. CorEMR and QCHC, INC., an Alabama corporation ("**QUALITY CORRECTIONAL HEALTH CARE**") have determined it is mutually beneficial to do business together as independent contractors and have entered into an agreement whereby CorEMR is making available to **QUALITY CORRECTIONAL HEALTH CARE**, for use at certain correctional facilities with which **QUALITY CORRECTIONAL HEALTH CARE** is doing business, CorEMR's electronic medical records software in accordance with the terms of that agreement and the accompanying License Agreement. CorEMR and **QUALITY CORRECTIONAL HEALTH CARE** are not partners or joint ventures in such business arrangement, but are independent contractors, and are not sharing profits or losses.

C. In the event of (i) Your default under Your agreement with **QUALITY CORRECTIONAL HEALTH CARE**; (ii) Your agreement with **QUALITY CORRECTIONAL HEALTH CARE** expiring or terminating for any reason; (iii) **QUALITY CORRECTIONAL HEALTH CARE** becoming in default under its Agreement with CorEMR; or (iv) the agreement between **QUALITY CORRECTIONAL HEALTH CARE** and CorEMR expiring or terminating for any reason, then in any of such events the license granted to **QUALITY CORRECTIONAL HEALTH CARE** to use the CorEMR Software (as hereinafter defined) at your Facility and your right to use the CorEMR Software shall immediately terminate; however, CorEMR shall provide a read only version of the Software for your use. If You are not the cause of a default, Thereafter, CorEMR will make its Medical Records Software available to you on terms mutually agreeable to You and CorEMR.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties incorporate herein the above recitals and agree as follows:

**1. Other Definitions**

**QUALITY CORRECTIONAL HEALTH CARE** "**QUALITY CORRECTIONAL HEALTH CARE**" means QCHC, Inc. an Alabama corporation with its principal office located at 200 Narrows Parkway, Suite A, Birmingham, AL 35242.

**Facility.** "Facility" means exclusively the correctional facility(ies) located at 250 S. McDonough Street, Montgomery, Alabama 36104, also referred to as "Montgomery County Commission and Jail," "**You**" and/or "**Your**."

**Facility Agreement.** "Facility Agreement" means this Facility Agreement.

**Software.** "Software" means the software package developed and distributed by CorEMR which runs on computer servers and includes the software, programs, modules and documentation developed by CorEMR to enable the creation, maintenance, storage and access of electronic medical records and related electronic procedures and services.

**Master Agreement.** "Master Agreement" means that certain Master Agreement accompanying this License Agreement entered into between CorEMR and QUALITY CORRECTIONAL HEALTH CARE which pertains to the provision of electronic Software under this License Agreement to QUALITY CORRECTIONAL HEALTH CARE and/or to the Facilities.

**Object Code.** "Object Code" is the machine-readable version of the Software which allows the user to operate the software but does not enable the user to make enhancements or modifications to the software or create derivative works. "Object Code" is not the source code.

**Server.** "Server" means the single computer server at Your Facility operated and maintained by You or the Server operated by QUALITY CORRECTIONAL HEALTH CARE accessed by You over a secure VPN network, and/or the servers operated and maintained by a third party vendor for QUALITY CORRECTIONAL HEALTH CARE, as the case may be.

**Use.** "Use" means to run, execute, display, duplicate and/or distribute internally and/or the ability to run, execute, display, duplicate or distribute the Software in its Object Code form. If a secure VPN is utilized "use" also means to remotely access, run, execute, or display the Software and/or the ability to remotely access, run, execute or display the Software.

2. **License Grant.** As long as (a) You are not in default under Your agreement with QUALITY CORRECTIONAL HEALTH CARE; (b) Your agreement with QUALITY CORRECTIONAL HEALTH CARE has not expired or terminated for any reason; (c) QUALITY CORRECTIONAL HEALTH CARE is not in default under its agreement with CorEMR; (d) the agreement between QUALITY CORRECTIONAL HEALTH CARE and CorEMR has not expired or terminated for any reason including, without limitation, payment of fees to CorEMR for the license and Use of the Software, and subject to the provisions of this Facility Agreement, CorEMR grants You an Object Code personal, non-exclusive, non-assignable, non-transferable, limited license upon Your receipt of the Software to use the Software for the creation, maintenance, access and retrieval of electronic medical records for Your internal use.

3. **Backup Copy; Transferability.** You may make backup copies of the Software exclusively for Your use for archival purposes only to backup the Software and data created thereby, provided your backup copy is not installed or used on any computer except in the event of a loss or failure. The Software must be used exclusively for You. You may network this Software internally and, if externally by a secured network connection (VPN or HTTPS) for the sole and exclusive purpose of using the Software through commands, data or instructions exclusively over a secure access network. No other network use is permitted. Except as set forth above no Internet Web hosting or Internet access of any kind or nature is permitted. Except as set forth in this License Agreement, You may not transfer any rights of any kind or nature to this Software or the backup copy thereof. All trademarks, copyrights, and proprietary rights and notices must be faithfully reproduced and included by You on such copy. You may not make any other copies of the Software.

4. **Term/Termination.** The Term of this Agreement and the license granted You to use the Software at Your Facility shall commence upon your receipt of the Software and shall automatically and without further notice terminate upon the earlier of: (a) the mutual agreement of the Parties to terminate the same; (b) Your default under Your agreement with QUALITY CORRECTIONAL HEALTH CARE; (c) Your agreement with QUALITY CORRECTIONAL HEALTH CARE expiring or terminating for any reason; (d) QUALITY CORRECTIONAL HEALTH CARE becoming in default under its Agreement with CorEMR; (e) the Agreement between QUALITY CORRECTIONAL HEALTH CARE and CorEMR expiring or terminating for any reason. In addition, immediately upon the expiration or termination of the Master Agreement between CorEMR and QUALITY CORRECTIONAL HEALTH CARE at any time and for any reason, this Facility Agreement and the license granted hereby to use the Software shall also automatically and without notice terminate and expire and You shall not thereafter be entitled to use the Software, or any component thereof; however, prior to or reasonably promptly after termination, CorEMR shall provide QUALITY CORRECTIONAL HEALTH CARE a read only version of the Software. In the event of the termination or expiration of this Facility Agreement and/or the license granted hereby, You shall promptly uninstall the Software from each and every Sever over which you have control, including all documentation and training together with all upgrades, enhancements, modifications and updates, and

You shall not thereafter use the same. In such event, CorEMR shall then convert the Software to a read only configuration.

**5. Read Only Agreement on Termination.** Upon termination of this Facility Agreement for any reason or no reason, CorEMR shall promptly provide You and QUALITY CORRECTIONAL HEALTH CARE a stand alone, read only program (and license to use the same) which will allow You and QUALITY CORRECTIONAL HEALTH CARE to search for, view and print medical records pertaining to inmates at Your Facility in the same format in which the data was stored immediately preceding termination of this Agreement, along with a data schema describing how data is stored.

**6. LIMITATION ON COREMR'S OBLIGATIONS.** CorEMR is only licensing its Software. Notwithstanding anything in this Agreement to the contrary, and without limitation, CorEMR shall have no obligation, responsibility or liability of any kind or nature to You for or arising out of any and all aspects of any and all of the following: (i) the provision, control, location, maintenance, repair and security of Your Server(s) and if applicable a secure VPN network; (ii) electrical power availability, backup, environmental controls including humidity and temperature, and/or all other physical aspects of the Server(s); (iii) any electronic data back-up, transmission or remote access, either on site or off-site; (iv) security, access to and privacy of the applicable computer hardware, Server(s), electronic medical records, user names, passwords, credentials, keys, encryptions, etc; (v) maintaining privacy pertaining to on-site medical records, whether stored electronically or otherwise, including compliance with state and federal privacy laws and including HIPAA and HIPAA Security Rule, if applicable; (vi) the input, form, content, completeness and/or accuracy of any medical records, coding or billing and the medical care including diagnosis and treatment for any and all inmates at the Facilities. You agree to indemnify and hold CorEMR harmless from any and all claims, including claims from inmates, arising from any of the foregoing.

**7. Other Restrictions.** CorEMR reserves all rights not expressly granted to You herein. Without limiting the generality of the foregoing, You shall not, nor shall You permit, any other person or legal entity within Your control to: (i) use the Software except pursuant to the terms of this License Agreement; (ii) disassemble, decompile, unbundle, reverse engineer, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (iii) modify or create derivative works based on the Software; or (iv) externally distribute, sublicense, resell, encumber, or otherwise transfer the Software; or (v) rent, lease, lend, or use the Software for timesharing or bureau use; or (vi) allow a third party to copy the Software or allow a third party (other than Your auditors) to inspect, access, or use the Software; or (vii) disclose the results of any benchmark test of the Software to a third party without the prior written approval of CorEMR; or (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. The Software contains CorEMR's trade secrets and confidential information, and you shall exercise commercially reasonable efforts to protect the Software against transfer or disclosure to, or discovery by, other persons not authorized by CorEMR. At a minimum You shall exercise the same degree of care You exercise in protecting Your own confidential and proprietary information. In the event You create, or cause to be created, any derivative work or modification to the Software, in violation of this Agreement or otherwise, all such derivative works and/or modifications (including all related intellectual property) created by or for You is hereby assigned to CorEMR in their entirety.

**8. Ownership.** You acknowledge that CorEMR exclusively owns all title and intellectual property rights in and to the Software, including all copies thereof. U.S. and international laws protect the Software, including without limitation copyright and trademark laws and international treaty provisions. The Software is licensed to You, not sold, and You have no ownership of any kind in or to the Software. CorEMR has no claim of ownership as to any medical data (or to intellectual property rights therein), being accessed by use of the Software.

**9. Copyrights; Trade Secrets.** You acknowledge and agree that the structure, sequence, and organization of the Software (including but not limited to any technical configurations, technical data, source code, program architecture, information content, order, structure, sequence, algorithms including mathematical algorithms, images, photographs, animations, video, audio and text, are proprietary to and

are the valuable trade secrets of CorEMR. You agree to hold such trade secrets in confidence. Unless explicitly set forth in a written agreement executed between CorEMR and You, You may not remove from the Software or alter any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software.

**10. Updates.** Except as otherwise expressly provided herein, this License Agreement will govern any Software updates, modifications, enhancements, upgrades, patches, pre-releases (BETA), tryout, evaluation or product sampler that may be provided to You in accordance with CorEMR's then-current maintenance and support policies and license agreement, unless such updates, modifications, enhancements and/or upgrades are provided under a mutually agreed upon separate license agreement. You may use such updates, modifications, enhancements and/or upgrades, etc. only in conjunction with the license granted pursuant to this License Agreement, and such updates, modifications, enhancements and/or upgrades, etc. are covered by the terms and conditions of CorEMR's this License Agreement, and CorEMR may condition issuance thereof to You on Your written acceptance of this license agreement. Updates to which You may be entitled under this Agreement shall not include any custom modifications, other than as provided for by agreement with CorEMR or versions of the Software not released by CorEMR for general distribution to its clients.

**11. Limited Warranty.** CorEMR warrants that the Software will enable the properly trained users hereof to create, maintain, access, and make additions to electronic medical records, and medical data and will enable Your properly trained personnel to backup the electronic medical records created thereby on site and/or at a remote location if proper equipment and backup software is used. Non-substantial variations of performance do not establish a warranty right. To make a warranty claim, you must notify CorEMR in writing of the specific defect or failure claimed within ninety (90) day from the date first known or should have been known. If the Software does not perform substantially in accordance with this Limited Warranty, the Agreement and this License Agreement may be terminated by You or QUALITY CORRECTIONAL HEALTH CARE, INC. In any such event, you shall be obligated to return to CorEMR the Software. THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SOFTWARE UPDATES other than those agreed upon in the Agreement, UPGRADES, MODIFICATIONS, ENHANCEMENTS, PATCHES, PRE-RELEASES (BETA), TRYOUTS, EVALUATIONS OR PRODUCT SAMPLERS, ALL OF WHICH ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

**12. Additional Warranty Limitations.** The limited warranty set forth in Section 11 above does not apply to: (a) use on any hardware not meeting CorEMR's specifications; or (b) bugs, defects, problems or failures caused by defects, problems or failures of hardware or software not provided by CorEMR or the negligence of You or the FACILITIES or any person other than a CorEMR representative. The limited warranty set forth in Section 11 above does not include any warranty that (i) the Software will meet the FACILITIES' requirements; (ii) will operate in conjunction with other hardware utilized by the FACILITIES; (iii) will be error free in all circumstances; and (iv) that non-material bugs will be corrected. CorEMR is not responsible for any issues, support, or loss of functionality that may result from installing and using third-party software (including QUALITY CORRECTIONAL HEALTH CARE's software) on or with the Software or on hardware not meeting CorEMR's specifications.

**13. No Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED ABOVE IN SECTION 11, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING FROM COMMON LAW, CUSTOM, USAGE OR OTHERWISE, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR PERTAINING TO TITLE, INTEGRATION, ACCURACY, SECURITY OR AVAILABILITY. ALL SUCH TYPE OF WARRANTIES IS EXPRESSLY DISCLAIMED. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS LICENSE AGREEMENT IS EXCLUDED AND SUPERSEDED BY THE TERMS OF THIS LICENSE AGREEMENT. COREMR DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS, THAT IT IS WITHOUT MINOR DEFECT OR ERROR, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COREMR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE

SOFTWARE. IF THE SOFTWARE FAILS TO MEET YOUR NEEDS AS REPRESENTED BY COREMR, YOU MAY TERMINATE THIS LICENSE AGREEMENT AND THE AGREEMENT AT ANYTIME WITHOUT FURTHER OBLIGATION. Some jurisdictions do not allow certain disclaimers or limitations of warranties, so some of these may not apply to you.

**14. Exclusion of Certain Damages.** UNDER THIS LICENSE AGREEMENT COREMR SHALL ONLY BE LIABLE FOR DIRECT OUT-OF-POCKET ACTUAL DAMAGES RESULTING FROM THE ACTS AND/OR OMISSIONS OF COREMR. OTHERWISE, AND WITHOUT LIMITING IN ANY WAY THE PREVIOUS SENTENCE, TO THE FULLEST EXTENT PERMITTED BY LAW, COREMR SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOSS OF USE, LOST OR DAMAGED DATA, ANY INABILITY TO ACCESS OR RETRIEVE DATA, OTHER COMMERCIAL, MEDICAL OR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR BUSINESS COSTS OF COVERAGE, OR EQUIPMENT DOWNTIME ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION AND EVEN IF COREMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow certain exclusions or limitations of liability, so some of these may not apply to you.

**15. Limitation of Liability.** THE AGGREGATE LIABILITY OF COREMR ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT AND/OR THE ACCOMPANYING AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, EQUITABLE AND/OR OTHERWISE) SHALL BE LIMITED TO QUALITY CORRECTIONAL HEALTH CARE, INC'S DIRECT OUT-OF-POCKET DAMAGES NOT TO EXCEED THE AMOUNT OF ALL SET UP FEES AND MONTHLY SERVICE FEES PAID BY QUALITY CORRECTIONAL HEALTH CARE, INC FOR YOUR FACILITY. COREMR SHALL NOT IN ANY CASE, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF COREMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16. Sole Remedy and Allocation of Risk.** YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LICENSE AGREEMENT AND COREMR'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS LICENSE AGREEMENT IS SET FORTH IN THIS LICENSE AGREEMENT. This License Agreement defines a mutually agreed-upon allocation of risk. Each of the parties acknowledge that the provisions of this License Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the use of the Software. The warranty disclaimers and limitations in this License Agreement are intended to limit the circumstances of liability and are separately intended to limit the forms of relief available to the parties.

**17. Severability.** If a court of competent jurisdiction determines that any provision of this License Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this License Agreement shall remain in effect.

**18. U.S. Government End Users.** The Software is provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions applicable to commercial computer Software as set forth in the Federal Acquisition Regulations (FAR) § 52.227-14 (June 1987) Alternate III (June 1987), or FAR § 52.227-19 (June 1987), or DFARS § 252.227-7013(b)(3) (Nov 1995) or applicable successor provisions. Software licensed to U.S. Government end users are licensed (a) only as Commercial Items as defined at 48 C.F.R. § 2.101, §12.212 or § 227.7202-1-4; and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use of the Software by the U.S. Government constitutes acknowledgment of CorEMR's proprietary rights therein. The manufacturer is CorEMR Corporation with its principal office located at 430 West 200 North, P.O. Box 702, Midway, Utah 84049.

**19. Construction.** No rule of strict construction shall apply against or in favor of either party

in the construction and interpretation of this License Agreement and/or the Master Agreement. The Recitals in the introductory paragraph to this License Agreement are incorporated herein and made a part hereof.

**20. Assignment.** CorEMR may assign or transfer this License Agreement and its rights and obligations hereunder at its discretion to any third person or legal entity acquiring its business or a majority of its assets, stock or membership interests without Your prior permission.

**21. Force Majeure.** Neither party will be liable to the other or be deemed to be in breach of this License Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

**22. 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 between the Montgomery County Commission and CorEMR, Inc.

**23. Entire Agreement.** This License Agreement sets forth the entire understanding and agreement between the parties relating to the subject matter hereof and may be amended only in a writing signed by both parties, and supersedes all prior purchase orders, proposals, responses to requests for proposals, agreements, understandings, representations, and warranties relating to the subject matter of this License Agreement. Any waiver of or promise not to enforce any right under this License Agreement shall not be enforceable unless evidenced by a writing signed by the party making such waiver or promise. ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER, PROPOSAL, RFP RESPONSE OR OTHER DOCUMENT SUBMITTED EITHER TO OR BY YOU IN CONNECTION WITH THE SOFTWARE THAT ARE IN ADDITION TO, DIFFERENT FROM, OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND THE ACCOMPANYING AGREEMENT ARE NOT BINDING ON COREMR AND ARE INEFFECTIVE. ONLY A MANAGER OF COREMR OR A PERSON AUTHORIZED TO SIGN CONTRACTS FOR COREMR HAS AUTHORITY, ON BEHALF OF COREMR, TO MODIFY THIS LICENSE AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT.

IN WITNESS WHEREOF the Parties have executed this Facility Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FACILITY:**

Montgomery County Commission

By: \_\_\_\_\_  
(Authorized Signature)

**COREMR:**

CorEMR, L.C.

By: \_\_\_\_\_  
(Authorized Signature)



**Office of Public Affairs**  
**Montgomery County Commission**  
P.O. Box 1667  
Montgomery, Alabama 36102  
334.832.1270

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**MEMORANDUM**

August 8, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Fair Booth Space

After the county commission's participation in last year's Alabama National Fair, the Commission requested that we get a double space booth for the 2016 fair, and have it located near the Sheriff's booths.

I have worked the Randy Stephenson, and we now have the double space, which includes the free space they give us each year. The additional space will be \$600, which includes 2 season passes and 22 one time admission tickets. The booth is located next to the Sheriff's booths.

This year's fair runs October 28<sup>th</sup> to November 6<sup>th</sup>, and I hope that you will all make plans to be at the booth to visit with the citizens of Montgomery County.

I have attached the contract and invoice for your review and ask that this be placed on the next agenda for consideration.

Thank you.

**COMMERCIAL EXHIBIT AGREEMENT**  
**ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.**  
**OCTOBER 28 – NOVEMBER 6, 2016**  
**P.O. BOX 3304, MONTGOMERY, AL 36109-0304**  
**PHONE (334) 272-6831 FAX (334) 272-6835**

**Name of Exhibitor: Montgomery County Commission**  
**Mailing Address: P.O. Box 1667 Montgomery, AL 36103**  
**Exhibit will be used for: Promote County of Montgomery**

**Contact: Didi Henry**

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 28, 2016, and continuing through November 6, 2016; and Whereas, Montgomery County Commission, hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

**TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE #8 & 9. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF \$600.00. A DEPOSIT OF 50% OF BOOTH SPACE TOTAL COST IN THE AMOUNT OF \$300.00 IS DUE WITH THE SIGNED AGREEMENT. A SIGNED AGREEMENT AND DEPOSIT MUST BE RECEIVED BY AUGUST 31, 2016 IN ORDER TO RESERVE THE CONTRACTED EXHIBIT SPACE; OTHERWISE THE EXHIBIT SPACE WILL BE MADE AVAILABLE FOR LEASE TO OTHER EXHIBITORS. EXHIBITOR AGREES TO PAY THE BALANCE DUE IN THE AMOUNT OF \$300.00 NO LATER THAN SEPTEMBER 30, 2016. REMAINING PAYMENTS NOT RECOVERED BY SEPTEMBER 30, 2016 WILL RESULT IN FORFEITURE OF ANY PREVIOUS PAYMENTS RECEIVED BY THE FAIR FROM EXHIBITOR AND THE PREVIOUSLY ASSIGNED EXHIBIT SPACE WILL BE OFFERED FOR LEASE TO OTHER EXHIBITORS.**

Exhibitor must provide a Certificate of Insurance with a combined single limit of \$1,000,000 in comprehensive general liability insurance (including products and completed operations, and vehicle liability) against claims for bodily injury, personal injury, death, and property damage. The Certificate of Insurance must name as additional insured, the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees. The Certificate of Insurance **MUST BE PROVIDED TO THE FAIR OFFICE BY SEPTEMBER 1, 2016**. Exhibitor must also supply a current certificate showing that the Exhibitor has in force Worker's Compensation Insurance in a form and amount consistent with applicable laws of the State of Alabama.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for \$88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ Yes, I intend to purchase liability insurance coverage and have enclosed an additional \$88.00 for payment of this coverage.

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

- (1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
- (2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

**2 season pass and 22 one time admission tickets**

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The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that no more than 2 individuals may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 29<sup>th</sup>, October 30<sup>th</sup>, November 4<sup>th</sup> and November 5<sup>th</sup>. The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert. All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.

**3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.**

(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.

(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

(6) All activities of any Exhibitor must be confined to the space purchased.

(7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.

(8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.

(9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.

(10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.

(11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued.

(12) Exhibits must be in place and ready by 5 p.m. Thursday, October 27<sup>th</sup>. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 6<sup>th</sup>. Exhibits may also be removed on Monday, November 7<sup>th</sup> between 8 a.m. and 5 p.m.

(13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 27<sup>th</sup>, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.

(14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.

(15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.

(16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.

(17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.

(18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management.

(19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY. NOTE: TUESDAY, NOVEMBER 1<sup>st</sup> AND WEDNESDAY, NOVEMBER 2<sup>nd</sup> ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.**

(20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.

(21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.

(22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.

(23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.

(24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.

(25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.

(26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.

(27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

In Witness Whereof, this contract is executed on 7/28/2016.

**Montgomery County Commission**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Please Print Name

Phone: (334) 832-1270

Email: [didihenry@mc-ala.org](mailto:didihenry@mc-ala.org)

**Alabama National Fair**

By: \_\_\_\_\_

Randy Stephenson - General Manager

**FOR FAIR OFFICE USE ONLY**

DATE CONTRACT MAILED: \_\_\_\_\_

DEPOSIT RECEIVED: \_\_\_\_\_

DATE CONTRACT RECEIVED: \_\_\_\_\_

INSURANCE RECEIVED: \_\_\_\_\_

FINAL PAYMENT RECEIVED: \_\_\_\_\_

6-4



**Office of Public Affairs**  
*Montgomery County Commission*  
P.O. Box 1667  
Montgomery, Alabama 36102  
334.832.1270

---

**MEMORANDUM**

August 8, 2016

TO: Montgomery County Commission  
FROM: DiDi Henry, public affairs director   
SUBJECT: AUM Business Breakfast Series 2016-2017

Auburn University Montgomery's Division of Continuing Education has asked for the Commission's continued support and sponsorship of their bi-monthly professional business breakfasts, the *AUM Business Breakfast Series*. The yearly sponsorship fee is \$1,000, and has not seen an increased in the past five years. For our sponsorship, the Commission is provided eight (8) tickets per breakfast, is listed as a sponsor on all printed advertising materials and is recognized as a corporate/ community sponsor at each breakfast.

I am asking that this item be placed on the next meeting agenda.



Please Remit To:  
AUM OutReach  
Center for Lifelong Learning  
75 TechnaCenter Drive  
Montgomery, AL 36117

INV# MC-MCC

## INVOICE

Name: Montgomery County Commission  
ATTN: DiDi Henry  
Address: 101 S. Lawrence Street  
City: Montgomery State: AL Zip: 36104

Date: 8/4/2016  
Contact: Beth Johnson  
Phone: 334-244-3839  
Fax: \_\_\_\_\_

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|
| <p align="center"><b>2016 - 2017</b><br/><b>Auburn Montgomery's</b><br/><b>OutReach Business Breakfast Series</b></p> <p><b>Montgomery Corporate Sponsorship</b></p> <ul style="list-style-type: none"> <li>• Table for eight (8) at the Montgomery breakfasts held at Wynlakes In Montgomery, AL</li> <li>• Table for eight (8) at the October 2016 joint breakfast held at The Marriott in Prattville, AL</li> </ul> <p align="center">Thank you for your business!</p> |  | \$1,000.00        |
| Cash, Check and Credit Card Payments are Accepted                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Subtotal          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>\$1,000.00</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Total             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>\$1,000.00</b> |

Please return a copy of the invoice with payment!

Thank you for partnering with Auburn Montgomery OutReach

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
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  
FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

July 26, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Montgomery County Public Building Authority Board Appointments

The terms of Bill Davis and Andrew Hardwick have expired as board members of the Montgomery County Public Building Authority. Mr. Davis and Mr. Hardwick do not wish to be reappointed to this board. I am requesting that the Commission make recommendations for appointments at the next meeting.

/tn

Attachment

Montgomery County Public Building Authority

**Members:**

**Term Expires:**

Ed Grimes  
4200 Sherman Way  
Montgomery, Alabama 36109  
egrimes@mymax.com  
Phone: (W) 398-1874  
(H) 244-0132

6/5/2020

Pernell L. Jenkins  
1043 South McDonough Street  
Montgomery, AL 36104  
Phone: (334) 549-0201

6/5/2020

\* Bill Davis  
2815A Zelda Road  
Montgomery, AL 36106  
[billdavis@davisandcopeland.com](mailto:billdavis@davisandcopeland.com)  
Phone: (W) 244-0550  
(C) 432-0550

6/5/2016

\* Andrew Hardwick  
1161 Mizell Road  
Montgomery, AL 36116  
Jaads7522@charter.net  
Phone: (H) 281-0254  
(C) 322-0602

6/5/2016

William E. Blake  
1941 South Hull Street  
Montgomery, AL 36104  
[alicedavisblake@gmail.com](mailto:alicedavisblake@gmail.com)  
[billyblake1450@gmail.com](mailto:billyblake1450@gmail.com)  
Phone: (H) 240-2455 (C) 300-0303

6/5/2018

James Harrell  
3407 Wintermead  
Montgomery, AL 36111  
[jl.harrell7@gmail.com](mailto:jl.harrell7@gmail.com)  
Phone: (H) 284-2059  
(C) 320-9941

6/5/2018

**Term: 6 years**



9-1



www.mynabco.com

## 2016 Membership Application

Thank you for joining or renewing your membership with NABCO!

Since 1975, NABCO has provided a forum for networking, information and resource sharing, and issue advocacy on behalf of African-American elected and appointed county officials serving in America's 3,069 counties, boroughs, and parishes.

The value of being a NABCO member include invitations to private and invitation only events, priority consideration for national, state, and local leadership positions, workshops and seminars, education and training opportunities, and having the credibility of a national organization to support you at the state and local level...plus much more!

Name Mr. Dan Harris

Title County Commission Vice-Chairman

County/State Montgomery, Alabama

Current Term \_\_\_\_\_

Address where you would like to receive correspondence:

101 South Lawrence Street

Street Address or P O Box

Montgomery, Alabama 36104

City, State, Zip Code

Cell Number (\_\_\_\_\_) \_\_\_\_\_

Home Number (334) 239-7351

Email Address danharris@mc-ala.org @

**\$100 Annual Membership Dues**  
**Please make check payable to "NABCO"**  
**25 Massachusetts Avenue, NW Suite 500**  
**Washington, DC 20001**

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

MONTGOMERY 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR

FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210

FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

August 10, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: ESRI Renewal

Please find attached renewal of the Environmental Systems Research Institute, Inc. (ESRI) software license and maintenance agreement for Revenue's mapping department in the amount of \$23,997.53. Renewal has been coordinated with Todd Grant, GIS and Cadastral Mapping Manager.

I request that approval of the renewal agreement be placed on the next agenda.

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28536114  
Fax #: 909-307-3083

## Quotation

**Date:** 07/02/2016**Quotation Number:** 25743177

Montgomery County Alabama  
Re GIS & Cadastral Mapping Dept  
101 S Lawrence St  
Montgomery AL 36104-4268

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Maria Perez

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
File #54630  
Los Angeles, CA 90074-4630

**Customer Number:** 159286

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material#                                                                                                                   | Unit Price | Extended Price |
|------|-----|-----------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 10   | 1   | 52384<br>ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance<br>Start Date: 10/01/2016<br>End Date: 09/30/2017   | 3,000.00   | 3,000.00       |
| 1010 | 4   | 52385<br>ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance<br>Start Date: 10/01/2016<br>End Date: 09/30/2017 | 1,200.00   | 4,800.00       |
| 2010 | 1   | 87198<br>ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance<br>Start Date: 10/01/2016<br>End Date: 09/30/2017 | 500.00     | 500.00         |
| 3010 | 11  | 87192<br>ArcGIS for Desktop Basic Single Use Primary Maintenance<br>Start Date: 10/01/2016<br>End Date: 09/30/2017          | 400.00     | 4,400.00       |
| 4010 | 3   | 87192                                                                                                                       | 432.51     | 1,297.53       |

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Maria Perez**Ext:** 6114

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

10-2

**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28536114  
Fax #: 909-307-3083

## Quotation

Page 2

Date: 07/02/2016

Quotation Number: 25743177

| Item                                                                                                                 | Qty | Material# | Unit Price | Extended Price |
|----------------------------------------------------------------------------------------------------------------------|-----|-----------|------------|----------------|
| ArcGIS for Desktop Basic Single Use Primary Maintenance<br>Start Date: 09/01/2016<br>End Date: 09/30/2017            |     |           |            |                |
| 5010                                                                                                                 | 1   | 109215    | 10,000.00  | 10,000.00      |
| ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance<br>Start Date: 10/01/2016<br>End Date: 09/30/2017 |     |           |            |                |
| Item Subtotal                                                                                                        |     |           |            | 23,997.53      |
| Estimated Tax                                                                                                        |     |           |            | 0.00           |
| Total                                                                                                                |     |           |            | \$ 23,997.53   |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

10-3



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 07/19/2016  
**To:**  
**Organization:** Montgomery County Alabama  
Re GIS & Cadastral Mapping Dept  
**Fax #:** 334-832-2535 **Phone #:** 334-832-1607  
**From:** Maria Perez  
**Fax #:** 909-307-3083 **Phone #:** 909-793-2853 Ext. 6114  
**Email:** maria\_perez@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #25743177  
Document Date: 07/02/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

10-4

**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28536114  
Fax #: 909-307-3083

## Quotation

Page 3

Date: 07/02/2016

Quotation No: 25743177

Customer No: 159286

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal); such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$\_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

\_\_\_\_ I agree to pay any applicable sales tax.

X I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

[CSBATCHDOM]

10-5

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR

FLORENCE M. CAUTHEN  
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(334) 832-1210

FAX (334) 832-2533  
TDD (334) 265-3568  
[www.mc-ala.org](http://www.mc-ala.org)

August 10, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Pictometry International Corp. License Renewal

Please find attached renewal of the Pictometry International Corp. license agreement for Revenue's mapping department in the amount of \$2,200.00. Renewal has been coordinated with Todd Grant, GIS and Cadastral Mapping Manager.

I request that approval of the renewal of the license agreement be placed on the next agenda.

**Bill To:**

Montgomery County, AL  
101 South Lawrence Street  
Montgomery, Alabama 36043

**Date:** 07/27/2016**No. of Users:** NA**Account Rep:** Nathan Roberson**Order Type:** Renewal

| Qty | Item/Description                                                                                                                                                                                                                                                                                                                                                                                                | Unit Price  | Ext. Price  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | Pictometry Connect - CA - 50<br><br>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. | \$ 2,200.00 | \$ 2,200.00 |

**License Term :** 1 Year(s) from Activation Date  
**Imagery:** AL Montgomery, AL Montgomery Metro,  
**Affiliation (if applicable):**  
**Starting Point Lat/Long:** 32.376196011901, -86.306087896228

**Subtotal:** \$ 2,200.00**+ Tax:** \$ 0.00**Total:** \$ 2,200.00**Special Instructions:**

None

Administrator shall assign log-ins and passwords for all Customer Accounts

| Administrator Name | Administrator Email Address | Administrator Phone |
|--------------------|-----------------------------|---------------------|
| Todd Grant         | toddgrant@mc-ala.org        | (334)832-1607       |

Please remit this order form along with full payment to the address listed below.

|                |
|----------------|
| Signature/Date |
| Printed Name   |

| PAYMENT METHOD |                                       |
|----------------|---------------------------------------|
| Check:         | <input checked="" type="checkbox"/> X |
| Check #:       |                                       |

| Pictometry Use Only |                 |                    |
|---------------------|-----------------|--------------------|
| Activation Date     | Expiration Date | Opp ID #           |
|                     |                 | 006G000000p23hylAA |

Thank you for choosing Pictometry as your service provider. This order is subject to the terms and conditions previously agreed to as part of this order process and which are set forth on the subsequent pages of this document.

**SEND PAYMENT TO:**

Pictometry International Corp  
Attn: Accounts Receivable 25 Methodist Hill Drive Rochester NY 14623  
Phone 585.444.2500

11-2

MEMORANDUM

TO: Donald L. Mims, County Administrator  
FROM: Myrtle Singleton, Purchasing Manager *ms*  
DATE: August 3, 2016  
RE: Contract No. 51901-14B-004  
Preventative Maintenance on HVAC for Jail II

I request that the attached Amendment No. 3 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for Jail II be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid..

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission  
Purchasing Department  
P. O. Box 1667  
Montgomery, AL 36102**

**Amendment  
To  
Contract # 51901-14B-004**

**Amendment No. 3**

Contract with Climate Service Inc. for Preventative Maintenance Services and HVAC Systems at Montgomery County Detention Facility Jail II, is hereby extended beginning September 15, 2016 and ending on November 14, 2016.

All other provisions of the contract remain the same.

**WITNESS:**

**CLIMATE SERVICE INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**WITNESS:**

**MONTGOMERY COUNTY COMMISSION**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**MEMORANDUM**

**TO:** Donald L. Mims, County Administrator

**FROM:** Myrtle Singleton, Purchasing Manager *MLS*

**DATE:** August 3, 2016

**RE:** Contract No. 51901-14B-022  
Preventative Maintenance on HVAC for Various County Buildings

I request that the attached Amendment No. 2 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for various county buildings be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid. The following buildings under this service contract are Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and the Old Detention Facility.

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission  
Purchasing Department  
P. O. Box 1667  
Montgomery, AL 36102**

**Amendment  
To  
Contract # 51901-14B-022**

**Amendment No. 2**

Contract with Climate Service Inc. for Preventative Maintenance Services on Heating/AC Systems for Various County Buildings, is hereby extended for sixty (60) days beginning September 15, 2016 and ending November 14, 2016. The following buildings under this service contract are Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and the Old Detention Facility.

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE INC.

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MEMORANDUM**

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: August 3, 2016

RE: Contract No. 51901-14B-023  
Preventative Maintenance on HVAC for Youth Facility

I request that the attached Amendment No. 2 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for the Youth Facility be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid.

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission  
Purchasing Department  
P. O. Box 1667  
Montgomery, AL 36102**

**Amendment  
To  
Contract # 51901-14B-023**

**Amendment No. 2**

Contract with Climate Service Inc. for Preventative Maintenance Services on Heating/AC Systems for the Youth Facility, is hereby extended for sixty (60) days beginning September 15, 2016 and ending November 14, 2016. .

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE INC.

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

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

August 11, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Scott Street Parking Deck

At the Commission meeting on April 18, 2016, the Commission was briefed on the need to inspect the Scott Street Parking Deck ("Deck") for maintenance and repair issues and to repair the roof over the elevators and the security office. The Commission agreed that Goodwyn Mills and Cawood ("GMC") should present a proposal to review existing conditions at the Deck and to proceed with specifications for the roof repair.

Attached is a proposal from GMC to conduct a comprehensive review of existing conditions at the Deck, with compensation not to exceed \$5,000, plus the cost of any outside consultants if needed.

Also attached is a proposal to provide architectural and engineering services for repair of the roof and a contract between GMC and Montgomery County Commission for repair of the roof. Compensation for GMC's services is based on the Alabama Building Commission's standard rates.

I request that acceptance of the two proposals and approval of the contract be placed on the next agenda of a Commission meeting.

15-1



August 10, 2016

Mr. Donald Mims, County Administrator  
MONTGOMERY COUNTY COMMISSION  
P.O. Box 1667  
Montgomery, AL 36102

**REFERENCE: SCOTT ST. PARKING DECK REVIEW OF EXISTING CONDITIONS  
FOR THE MONTGOMERY COUNTY COMMISSION  
MONTGOMERY, ALABAMA**

Dear Mr. Mims:

Goodwyn, Mills and Cawood, Inc. (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Architectural/Engineering services for a comprehensive review of the existing conditions at the Scott St. Parking Deck in downtown Montgomery Alabama.

This proposal is a result of several assumptions made by GMC that will ultimately need confirmation by you with respect to program, budget, schedule and the full scope of services you require. With that, the following is our current understanding of the scope of services, the related fees and the schedule.

**I. PROJECT DESCRIPTION & SCOPE OF SERVICES:**

It is our understanding that the scope for this project includes a documented walkthrough and analysis of the existing conditions with a written report outlining areas of concern that will need to be monitored for future damage and to assist in formulating a comprehensive scope of work to repair or replace damaged or defective existing conditions at the parking deck.

Upon approval and/or the owner's instruction, GMC can partner with consultants such as Mechanical, Electrical, Structural, etc. to better facilitate items of concern among these areas of expertise. It was noted that there is some evidence of the existing southeast stair tower shifting independently from the rest of the parking deck structure. It would be our recommendation for GMC to partner with the structural engineer of record and conduct further review of the existing conditions.

**II. SPECIAL CONSULTANT DESIGN SERVICES**

- A. Special Consultant Services can be provided under the Owner/Architect Agreement, but are not anticipated at this time:

Roofing Consultant

Elevator Consultant

The engagement of these specialists will only occur with the approval and consent of the Owner.

GOODWYN MILLS AND CAWOOD, INC.

2560 East Chase Lane, Suite 100

Montgomery, AL 36117

Tel: (205) 271-3200 Fax: (205) 271-3566

WWW.GMNC.NETWORK.COM

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

15-2



Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 2

- B. It is understood that if consulting services related to environmental concerns are required, such as asbestos or hazardous materials analysis, these services will be provided by the Owner.

### III. OWNER'S RESPONSIBILITY

The Owner will employ a Designated Representative with the authority to make decisions and to serve as the primary point of contact for the Design Team.

We assume that the Owner's responsibilities will include permits, fees, materials testing, and any environmental impact assessment, if required. It is noted that GMC is in possession of a set of as-built documents on loan from the Montgomery County Commission and does not anticipate additional documents being required. The Architect and consultants will rely on the accuracy of these documents in the development of their work.

### IV. CONSULTANTS

In order to accomplish the scope of work as noted above, we are pleased to propose the following consultants for our team. Substitutions can be made if requested by the Owner.

#### Basic Services Consultants

- A. **Structural Engineering (if needed)**  
Gordon Davis  
Gordon L. Davis, Structural Engineering Consultant  
Montgomery, AL
- B. **Mechanical, Plumbing, and Fire Protection Engineering (if needed)**  
Jack Morris  
Borden Morris Garner  
Montgomery, AL
- C. **Electrical (if needed)**  
John Averrett  
Goodwyn, Mills & Cawood, Inc.  
Montgomery, AL
- D. **Civil Engineering (if needed)**  
Goodwyn, Mills & Cawood, Inc.  
Montgomery, AL

### V. COMPENSATION

We propose performing the work illustrated above under the "Project Scope & Scope of Services" section on an hourly basis. Our hourly rate sheet, along with our consultant's hourly rate sheet is attached. Bills will be sent on a monthly basis. We will not exceed a cost of \$5,000.00. Any hours performed by our consultants will be an additional cost and invoiced at 1.10 times our cost.

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION



A. Reimbursable Expenses

Expenses directly related to the Project will be reimbursed by the Owner, in addition to the compensation outlined above, and will be invoiced to the Owner with 10% markup. Normal reimbursable expenses include costs associated with the costs of reproduction (for progress prints and final construction documents for Owner and General Contractor), and communication (postage, delivery, and handling of documents).

B. Professional Models and Renderings

Costs of any professional models, renderings and three-dimensional computer modeling authorized by the Owner will be considered as a Reimbursable Expense. These are not anticipated to be required as part of the project.

VI. ADDITIONAL SERVICES

We propose to provide architectural Additional Services, as required, based on written authorization on a pre-determined lump sum basis based on the attached hourly rate sheets. Hourly rates will be revised in June of each year and will reflect an average increase of 4%.

VII. FORM OF AGREEMENT

We will perform the above mentioned design work upon execution of the letter agreement.

Upon directive by the owner, if construction documents are requested to be formulated based on the scope of work we discover the Owner/Architect agreement will be drafted using AIA B201 Agreement 2007 version, which is standard in the industry.

VIII. KEY PERSONNEL

The following are project personnel and job related titles.

Goodwyn, Mills & Cawood, Inc.

Architecture

- Tracy Bassett  
Project Principal
- Chris Murphy  
Project Manager
- Skip Dickinson  
Construction Documents
- James Bagley  
Project Specifications and Quality Control
- David Langford  
Construction Administration



Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 4

Goodwyn, Mills and Cawood, Inc. enthusiastically looks forward to participating in this project and welcomes an opportunity to discuss any additional concepts or thoughts you may have regarding this Proposal. Once you have had a chance to review this, please let me know if you have any questions.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.



Freddie E. Lynn, Jr., AIA  
Senior Vice President, Architecture

FEL/cwm

Accepted By:

---

Mr. Donald Mims, County Administrator

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

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## RATE SCHEDULE

| Principal Architect/Engineer                                                  |                               |                                 |                               |                          | \$250.00 per hour |
|-------------------------------------------------------------------------------|-------------------------------|---------------------------------|-------------------------------|--------------------------|-------------------|
| Jeffrey Brewer, AIA                                                           | George Goodwyn, PE            | Galen Thackston, PE, LEED GA    |                               |                          |                   |
| Steve Cawood, PE                                                              | David Reed, PE, PLS           | Bill Wallace, AIA               |                               |                          |                   |
| Executive VP/Senior VP                                                        |                               |                                 |                               |                          | \$200.00 per hour |
| Sara Butler, AIA, LEED GA                                                     | Burt Hankins, PE, PLS         | Kevin Laird, PE                 | Jim Teel                      | Lee Walters, PWS         |                   |
| Chris Engel, AIA, LEED BD+C                                                   | Mike Keeshan, AIA             | Freddie Lynn, Jr., AIA, LEED GA | Euel Screws, PE               |                          |                   |
| Robert Gray, AIA, LEED AP                                                     | Buddy Koonce, PE              | Jof Mehaffey, PWS               | Derni Strickland, PE          |                          |                   |
| Vice President                                                                |                               |                                 |                               |                          | \$190.00 per hour |
| Steve Alby, AIA, LEED                                                         | John Averett, PE, LEED        | Kirk Clayton, PLS               | Bobby Kemp, PE                |                          |                   |
| Al Allenback                                                                  | Tracy Bassett, AIA            | Yann Cowart, AIA                | Gary Owen, AIA, LEED GA       |                          |                   |
| Paul Anderson, AIA                                                            | John Bricken, ASLA, LEED GA   | Gary Greenshields, AIA          | Kevin Wales, PE               |                          |                   |
| Senior Architect/Engineer/Planner                                             |                               |                                 |                               |                          | \$190.00 per hour |
| Tim Blaydes, PE                                                               | Wheeler Crook, PE             | Gregory P. (Chuck) Jones, AIA   | Russ Roberts, PE              | Rick Wendling, AIA       |                   |
| Bruce Bodner, PE                                                              | Murray Dodd, PE               | Jennifer Landry, NCIDQ, LEED GA | Jeremy Sasser, PE             | Burns Whittaker, PE      |                   |
| Cedric Campbell, PE                                                           | Jim Fibbe, PE                 | Robert Littleton, AIA           | Doug Seagle, PE               | Brian Winkler            |                   |
| Jonathan Carr                                                                 | Paul Fridl, AIA               | Sam Noble, PE                   | Jeff Slaton, AIA, LEED        | Cole Williams, PE        |                   |
| Bob Carter, PE, PLS                                                           | Bryant Griffin, PE, LEED GA   | Charles Powell, PE              | Max Vaughn, PE                | Carla Young, AIA         |                   |
| Gerald Clark, ASLA                                                            | Mike Hamrick, AIA             | David Parker, PE                | Keith Strickland, PE          |                          |                   |
| Rick Clay, PLS                                                                | Jimmy Highers                 | Josh Pierce, PE                 | Mark Tiller, AIA              |                          |                   |
| Mark Coyle, AIA                                                               | John Hoover                   | Heath Reed, PE                  | Larry Watts, FAJCP            |                          |                   |
| Architect/Engineer/Interior Design/Project Manager/Hydrogeologist             |                               |                                 |                               |                          | \$175.00 per hour |
| Bonnie Austin, AIA                                                            | Juan Gacha, PE                | Nadine Nacy                     | Jay Purkey                    | James Vaughn             |                   |
| Curtis Barber                                                                 | Jacqui Hart, NCIDQ, AIA, LEED | Patrick Neuber, AIA             | John Raiford, PE, PhD         | Jim Walker, AIA, LEED GA |                   |
| Lance Belkanger                                                               | Natalie Hobbs, PE             | Ed Niek, PLS                    | Jymalyn Redmond               | Charles (Corky) Welch    |                   |
| Richard Clegg                                                                 | Stephen Karas, PE             | Mark O'Neal                     | James Robinson, PE            | Ben Whittenburg, AIA     |                   |
| Mike Christensen                                                              | Denise King, PE               | Topper Parham, AIA              | Leonard Robinson, AIA         | Bob Woodham, PE, PLS     |                   |
| Caleb Dean, PE                                                                | Michael McNeill, PE           | Andy Perry, PE                  | Kenneth Shelton, PE           |                          |                   |
| Sheppard Dearing                                                              | Bobby McClure                 | Joe Pester                      | Katy Thomas, NCIDQ            |                          |                   |
| Jeff Fennell, PE                                                              | Jeff Miller, AIA, LEED        | Richard Peterson                | David Turner                  |                          |                   |
| Architect II/Engineer/Interior Design/Project Manager/Land Surveyor/Ecologist |                               |                                 |                               |                          | \$150.00 per hour |
| Justin Barrett, PE                                                            | Scott Campbell                | David Hughes                    | Melissa Mehaffey              | Tim Smitherman, LEED GA  |                   |
| Chris Beasley                                                                 | Rob Carlton, PWS              | Dina Knight, PM (GIS)           | Michelle Morton               | Hieu Vo                  |                   |
| Amy Bell, AIA, LEED GA                                                        | Trent Catron, NCIDQ           | Melanie Lang                    | Andrew Olds, AIA, JD, LEED AP | Matt Walker, PE          |                   |
| Rusty Blackwell, PLS, LEED GA                                                 | Brent Davis                   | Corley Lauderdale, PE           | Richard Painter, AIA          |                          |                   |
| Stuart Blackwell, PWS                                                         | Nick Gant, PE                 | Joshua Lindstrom, PE            | Mary Catherine Price, PE      |                          |                   |
| Catherine Brooks, NCIDQ                                                       | Jay Gunther, PE               | Susan McGallagher               | Anthony Reid, PE              |                          |                   |
| Gary Brown                                                                    | Jill Puncocchar Hall          | William McEmore, PE, LEED GA    | Kyonta Smith, AIA             |                          |                   |

| Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist |                       |                     |                     |                        | \$130.00 per hour |
|--------------------------------------------------------------------------------------------|-----------------------|---------------------|---------------------|------------------------|-------------------|
| Tanner Backman                                                                             | Rachel Crafton-Stiver | Joseph Herman       | Robert Ramsey       | Kathryn Strickland     |                   |
| Brandon Bias, AICP, LEED GA                                                                | Kevin Downing         | Marisa Lappin       | Lauren Ralney       | Dustin Till            |                   |
| Shannon Bittle                                                                             | Grant Dozier, LEED GA | Chris Murphy        | Soraya Saffouri     | Felipe Velastegui      |                   |
| Dale Brasher, ASLA                                                                         | Catarina Echols, LEED | Case O'Dell         | Lauren Sanford      | Cameron Weldy, LEED GA |                   |
| Alecia Brightwell, PE                                                                      | Savannah Dunson       | Patrick O'Leary, PE | Corey Shoop         |                        |                   |
| John Cleghorn                                                                              | Andrew Fuller         | Ryan Pearce, PE     | Edward Smith, EI    |                        |                   |
| Erik Consuegra                                                                             | Milvia Gonzalez       | Joe Pester          | Lori Smith, LEED GA |                        |                   |
| Patrick Cox                                                                                | Alina Hallaq          | Andrew Pippin       | Matthew Smith       |                        |                   |

| Intern II/Architect/Engineer/Interior Design/Biologist/Resource Analyst/Airport Planner |                          |                 |                      |                        | \$110.00 per hour |
|-----------------------------------------------------------------------------------------|--------------------------|-----------------|----------------------|------------------------|-------------------|
| Taylor Bradley                                                                          | Mary-Whitney Evins, LEED | Steven Major EI | Cody Reed, PE        | Alexa Turner, LEED     |                   |
| Oliver Busagara                                                                         | Bea Forniss              | Joshua Macbeth  | Evan Reid, Biologist | Josh Vickers           |                   |
| Lisa Bowen-Whaley, PE                                                                   | Quintavious Guyton       | Amber McKinley  | Cole Roberson        | Frank Wang             |                   |
| Stacey Browning                                                                         | Jessica Haag             | Clint Mitchell  | Jordan Russell, EI   | Matthew Wert           |                   |
| Wesley Caputo, EI                                                                       | Daniel Hall              | Hillary Morgan  | Tabb Sanford         | April Yates, Biologist |                   |
| Parker Clatt, Biologist                                                                 | Joseph Herman            | Dustin Murphy   | Jay Shaddix          | Jonathan Ziegler       |                   |
| Michelle Conway                                                                         | Rhys Gratz, EI           | Johanna Nemetz  | Matt Thomason        |                        |                   |
| Grant Dozier, LEED GA                                                                   | Andrew King              | Debbie Park     |                      |                        |                   |

| Technical I/CA/QC |                |                     |               |               | \$140.00 per hour |
|-------------------|----------------|---------------------|---------------|---------------|-------------------|
| James Bagley, AIA | Kevin Jett     | Jeremy Lewis        | Frank Noble   | Jeff Smith    |                   |
| Justin Barker     | Margie Lambert | Tom McElroy         | Matt Pate     | John Sumerlin |                   |
| Lamar Davis, CSI  | David Langford | Nathaniel McFarland | Steve Pendley | Mike Swinson  |                   |
| Kurt Hankins      |                |                     |               |               |                   |

| CA/ROW Acquisition |                |                   |               |                    | \$125.00 per hour |
|--------------------|----------------|-------------------|---------------|--------------------|-------------------|
| Ted Arrington      | Kevin Diamond  | Jason McCord      | Tylon Smith   | John Turner        |                   |
| Jeff Bell          | Terrance Duke  | Jason Pierce      | Bobby Spencer | Anthony Van De Ryt |                   |
| Bo Boykin          | Jamie Faust    | Don Rector        | Terry Staggs  | David Waters       |                   |
| Mike Brown         | Charlie Harris | A. Dale Robertson | John Snead    | Jeff White         |                   |
| Mark Butcher       | Judy Jones     | Jody Scales       | Alex Staton   |                    |                   |
| Shane Cox          | Brent Maddox   | DeAndrea Sellers  | Jim Sullivan  |                    |                   |

| Technical II/CA/QC |                |                 |              |               | \$110.00 per hour |
|--------------------|----------------|-----------------|--------------|---------------|-------------------|
| Jason Atkins       | John Bruner    | Donald Jackson  | James Patten | Larry Stavish |                   |
| William Benyo      | Adam Clinard   | Dianne Massey   | Jason Price  | Brent Tucker  |                   |
| Michael Camp       | Kenya Chillous | Travis McKnight | Wes Spires   |               |                   |

| Technical III/CA |                  |                  |                  |                    | \$80.00 per hour |
|------------------|------------------|------------------|------------------|--------------------|------------------|
| Josh Amacher     | Jeffrey Franklin | Christian Loden  | Scott Montgomery | Jimmy Pho          |                  |
| Scott Arendsen   | Andy Gregory     | Zach Merritt     | Jason Moorehouse | Winston Richardson |                  |
| Daniel Brown     | Greg Harrison    | Allen Miller     | T.C. Parks       | Mark Smith         |                  |
| Skylr Dickinson  | Mark Hohnhorst   | David Miller     | Cody Pierce      | Bobby Spencer      |                  |
| Donnie Earnest   | Ryan Jessie      | Forrest Milstead | Jason Pierce     | Terry Staggs       |                  |

| Administrative  |                 |                         |                      |               | \$70.00 per hour |
|-----------------|-----------------|-------------------------|----------------------|---------------|------------------|
| Tiffany Adams   | Riley Davis     | Renee Fowler            | Sue Jones            | Beth Shepherd |                  |
| Kaci Bledsoe    | Carrie Day      | Linda Gelstman, LEED GA | Missy Lee            | JeanAnn Smith |                  |
| LuAnn Bowser    | Pat Dew         | Patricia Gerecht        | Ashley Morris        | Patsy Stinson |                  |
| Rebecca Connell | Lanita Evans    | Andrea Hodges           | Tori Miller          | Leah Swinney  |                  |
| Elizabeth Cox   | Lauren Faulkner | Tammy Huff              | Carli Small, LEED GA | Lauren Vinson |                  |

15-7

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR

FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210

FAX (334) 832-2533  
TDD (334) 265-3568

[www.mc-ala.org](http://www.mc-ala.org)

August 11, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Scott Street Parking Deck

At the Commission meeting on April 18, 2016, the Commission was briefed on the need to inspect the Scott Street Parking Deck ("Deck") for maintenance and repair issues and to repair the roof over the elevators and the security office. The Commission agreed that Goodwyn Mills and Cawood ("GMC") should present a proposal to review existing conditions at the Deck and to proceed with specifications for the roof repair.

Attached is a proposal from GMC to conduct a comprehensive review of existing conditions at the Deck, with compensation not to exceed \$5,000, plus the cost of any outside consultants if needed.

Also attached is a proposal to provide architectural and engineering services for repair of the roof and a contract between GMC and Montgomery County Commission for repair of the roof. Compensation for GMC's services is based on the Alabama Building Commission's standard rates.

I request that acceptance of the two proposals and approval of the contract be placed on the next agenda of a Commission meeting.



August 10, 2016

Mr. Donald Mims, County Administrator  
MONTGOMERY COUNTY COMMISSION  
P.O. Box 1667  
Montgomery, AL 36102

**REFERENCE: SCOTT ST. PARKING DECK ROOF RENOVATIONS  
FOR THE MONTGOMERY COUNTY COMMISSION  
MONTGOMERY, ALABAMA**

Dear Mr. Mims:

Goodwyn, Mills and Cawood, Inc. (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Architectural/Engineering services for roof renovations to the Scott St. Parking Deck in downtown Montgomery Alabama.

This proposal is a result of several assumptions made by GMC that will ultimately need confirmation by you with respect to program, budget, schedule and the full scope of services you require. With that, the following is our current understanding of the scope of services, the related fees and the schedule.

**I. PROJECT DESCRIPTION**

It is our understanding that the scope for this project includes analysis of existing conditions, design and specifications for a new TPO roofing system, analysis and design betterment of the existing roof details at the roofing parapets and penetrations, and providing all associated engineering for the above.

It is noted that interior work not associated with the roof structure repair is not included.

**II. SCOPE OF SERVICES**

Our services are to be divided into three efforts: Pre-Design, Basic Architectural/Engineering Services and Post Construction Services.

**A. Pre-Design:**

Pre-Design will include documentation and as-built drawings of the existing roof, eave and soffit conditions. This phase will also include exploration of possible roof systems and design. All data will be presented to the Owner with a discussion of the cost/benefit of different roof systems explored. It is not anticipated, but if required, a roofing consultant can be engaged during this phase.

**B. Basic Architectural/Engineering Services**

**1. Basic Design Services for the Scott St. Parking Deck Reroof**

GOODWYN, MILLS AND CAWOOD, INC.

150 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel: 334.271.2000 Fax: 334.272.1566

GMCNETWORK.COM



- a. The design includes compliance with local codes and regulations currently enforced. The Basic Architectural Design Services for the improvements will be included that delineate the desired construction and final appearance of all elements, including selection of roofing, framing and eave/soffit systems, flashings, etc.
- b. Basic Structural Design Services if required shall be the design of a structural system to include roof framing repairs and support system for the roof and cornice as required. Roof design will be based on local code structural design load requirements. It is our understanding that all roof dormer type vents shall be removed and the openings closed.
- c. Basic Mechanical Design Services shall include relocation of any mechanical elements as needed.
- d. Basic Electrical Design Service includes extension of existing electrical service to any relocated roof mounted exhaust fan or equipment.
- e. Basic Plumbing and Fire Protection Design Service includes relocation of any conflicting plumbing or fire protection elements as needed for the roof design.
- f. Construction Documents:  
During this effort, we will develop the Owner-approved Design Development Documents into a final set of construction drawings and specifications, which will serve as the "confirmed" contract documents and as the basis of your Construction Contract with a General Contractor. These documents will include: (1) Working Drawings, (2) Specifications, (3) General Conditions of the Contract, and (4) Supplemental Conditions of the Contract, if required.
- g. The Architect will assist the Owner in obtaining and evaluating bids if the project is bid. If negotiated, Architect will assist the Owner in evaluating proposals for various invited contractors.

**C. Construction Administration Services**

These services will be provided as part of the Basic Design Fees. These services include the Administration of the Contract Between Owner and Contractor based on the Documents provided by the Architect.

**D. Post-Construction Services**

Post-Construction Services will include response to Owner's request for review of warranty items, review of construction approximately 60 days prior to the end of the primary Contractor's warranty period and maintenance of documentation for five years following substantial completion.

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION



Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 3

### III. SPECIAL CONSULTANT DESIGN SERVICES

- A. Special Consultant Services can be provided under the Owner/Architect Agreement, but are not anticipated at this time:

Roofing Consultant  
Additional on-site Supervision

The engagement of these specialists will only occur with the approval and consent of the Owner.

- B. It is understood that if consulting services related to environmental concerns are required, such as asbestos or hazardous materials analysis, these services will be provided by the Owner.

### IV. OWNER'S RESPONSIBILITY

The Owner will employ a Designated Representative with the authority to make decisions and to serve as the primary point of contact for the Design Team.

We assume that the Owner's responsibilities will include permits, fees, materials testing, and any environmental impact assessment, if required. It is noted that GMC is in possession of a set of as-built documents on loan from the Montgomery County Commission and does not anticipate additional documents being required. The Architect and consultants will rely on the accuracy of these documents in the development of their work.

### V. CONSULTANTS

In order to accomplish the scope of work as noted above, we are pleased to propose the following consultants for our team. Substitutions can be made if requested by the Owner.

#### Basic Services Consultants

- A. **Structural Engineering (if needed)**  
Jack Daniels  
Blackburn Daniels O'Barr  
Montgomery, AL
- B. **Mechanical, Plumbing, and Fire Protection Engineering (if needed)**  
Jack Morris  
Borden Morris Garner  
Montgomery, AL
- C. **Electrical (if needed)**  
John Averrett  
Goodwyn, Mills & Cawood, Inc.  
Montgomery, AL



Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 4

- D. Civil Engineering (if needed)  
Goodwyn, Mills & Cawood, Inc.  
Montgomery, AL

## VI. COMPENSATION

- A. Based upon our experience with similar projects, compensation is proposed as follows:

- |                                                                                                                                                                   |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Site Analysis and As-Built Documentation                                                                                                                       | \$750.00   |
| 2. Basic Design Services and Post Construction Services<br>(Architectural, Structural, MEP/FP, Civil) for Building.<br>Based on 8% of Construction Cost Final Fee | \$2,400.00 |

Note: This fee is reflective of the standard design fee curve set forth by the Alabama Building Commission. Once the actual construction cost is determined, our fees can be fixed to reflect the extent of work.

Based on the initial pricing received from owner, our preliminary estimate of the cost of construction for a new TPO roofing system with new insulation is \$30,000.00.

- B. Reimbursable Expenses

Expenses directly related to the Project will be reimbursed by the Owner, in addition to the compensation outlined above, and will be invoiced to the Owner with 10% markup. Normal reimbursable expenses include costs associated with the costs of reproduction (for progress prints and final construction documents for Owner and General Contractor), and communication (postage, delivery, and handling of documents).

- C. Professional Models and Renderings

Costs of any professional models, renderings and three-dimensional computer modeling authorized by the Owner will be considered as a Reimbursable Expense. These are not anticipated to be required as part of the project.

- D. Payment Schedule

Monthly Based on Progress.

Payment scheduled proposed as a portion of:

|                             |     |
|-----------------------------|-----|
| Schematic Design Phase      | 15% |
| Design Development Phase    | 20% |
| Construction Document Phase | 40% |



Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 5

|                             |            |
|-----------------------------|------------|
| Bidding Phase               | 5%         |
| Construction Administration | <u>20%</u> |
| TOTAL SERVICES              | 100%       |

**VII. ADDITIONAL SERVICES**

We propose to provide architectural Additional Services, as required, based on written authorization on a pre-determined lump sum basis based on the attached hourly rate sheets. Hourly rates will be revised in June of each year and will reflect an average increase of 4%.

**VIII. FORM OF AGREEMENT**

AIA B201 Agreement 2007 version, which is standard in the industry.

**IX. PROJECT DELIVERY METHOD**

Publically Advertised and Bid.

**X. SCHEDULE**

It is understood and agreed that time is important for the provision of professional services and the Owner and Architect shall mutually prepare a Project Design Schedule which will provide for the timely provision of the Architect's services, the Owner's review and approvals, and for the review and approval of governmental authorities having jurisdiction over the project for the orderly progress of the project. It is anticipated that a set of bid documents can be provided within two (2) weeks of approval of this proposal. If publically bid, an additional period of time, up to four (4) weeks will be required to advertise the project.

**XI. KEY PERSONNEL**

The following are project personnel and job related titles.

Goodwyn, Mills & Cawood, Inc.

Architecture

- Tracy Bassett  
Project Principal
- Chris Murphy  
Project Manager
- Skip Dickinson  
Construction Documents
- James Bagley  
Project Specifications and Quality Control
- David Langford  
Construction Administration

TRANSPORTATION  
SURVIVING  
PLANNING  
LANDSCAPE  
INTERIOR DESIGN  
GEOTECHNICAL  
ENVIRONMENTAL  
ENGINEERING  
PROJECT ENGINEER

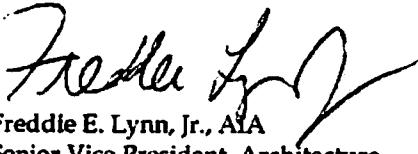


Mr. Donald Mims  
MONTGOMERY COUNTY COMMISSION  
August 10, 2016  
Page 6

Goodwyn, Mills and Cawood, Inc. enthusiastically looks forward to participating in this project and welcomes an opportunity to discuss any additional concepts or thoughts you may have regarding this Proposal. Once you have had a chance to review this, please let me know if you have any questions.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.



Freddie E. Lynn, Jr., AIA  
Senior Vice President, Architecture

FEL/cwm

Accepted By:

\_\_\_\_\_  
Mr. Donald Mims, County Administrator

TRANSPORTATION  
SURVEYING  
PLANNING  
LANDSCAPE  
INTERIOR DESIGN  
GEOTECHNICAL  
ENVIRONMENTAL  
ENGINEERING  
ARCHITECTURE

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## RATE SCHEDULE

### Principal Architect/Engineer \$250.00 per hour

Jeffrey Brewer, AIA George Goodwyn, PE Galen Thackston, PE, LEED GA  
Steve Cawood, PE David Reed, PE, PLS Bill Wallace, AIA

### Executive VP/Senior VP \$200.00 per hour

Sara Butler, AIA, LEED GA Burt Hankins, PE, PLS Kevin Laird, PE Jim Teel Lee Walters, PWS  
Chris Engel, AIA, LEED BD+C Mike Keeshen, AIA Freddie Lynn, Jr., AIA, LEED GA Euel Screws, PE  
Robert Gray, AIA, LEED AP Buddy Koonce, PE Jof Mehaffey, PWS Derril Strickland, PE

### Vice President \$190.00 per hour

Steve Alby, AIA, LEED John Averett, PE, LEED Kirk Clayton, PLS Bobby Kemp, PE  
Al Allenback Tracy Bassett, AIA Yann Cowart, AIA Gary Owen, AIA, LEED GA  
Paul Anderson, AIA John Bricken, ASLA, LEED GA Gary Greenshields, AIA Kevin Wales, PE

### Senior Architect/Engineer/Planner \$190.00 per hour

Tim Blydes, PE Wheeler Crook, PE Gregory P. (Chuck) Jones, AIA Russ Roberts, PE Rick Wendling, AIA  
Bruce Bodner, PE Murray Dodd, PE Jennifer Landry, NCIDQ, LEED GA Jeremy Sasser, PE Burns Whittaker, PE  
Cedric Campbell, PE Jim Fibbe, PE Robert Littleton, AIA Doug Seagle, PE Brian Winkler  
Jonathan Carr Paul Fridt, AIA Sam Noble, PE Jeff Slaton, AIA, LEED Cole Williams, PE  
Bob Carter, PE, PLS Bryant Griffin, PE, LEED GA Charles Powell, PE Max Vaughn, PE Carla Young, AIA  
Garold Clark, ASLA Mike Hamrick, AIA David Parker, PE Keith Strickland, PE  
Rick Clay, PLS Jimmy Higgins Josh Pierce, PE Mark Tiller, AIA  
Mark Coyle, AIA John Hoover Heath Reed, PE Larry Watts, FAICP

### Architect/Engineer/Interior Design/Project Manager/Hydrogeologist \$175.00 per hour

Bonnie Austin, AIA Juan Gacha, PE Nadine Nacy, Jay Purkey James Vaughn  
Curtis Barber Jacquie Hart, NCIDQ, AIA, LEED Patrick Neuber, AIA John Ralford, PE, PhD Jim Walker, AIA, LEED GA  
Lance Bellenger Natalie Hobbs, PE Ed Niel, PLS Jymalyn Redmond Charles (Corky) Welch  
Richard Clegg Stephen Karas, PE Mark O'Naal James Robinson, PE Ben Whittenburg, AIA  
Miles Christensen Denise King, PE Topper Parham, AIA Leonard Robinson, AIA Bob Woodham, PE, PLS  
Caleb Deann, PE Michael McNeill, PE Andy Perry, PE Kenneth Shelton, PE  
Sheppard Dearing Bobby McClure Joe Pester Katy Thomas, NCIDQ  
Jeff Fennell, PE Jeff Miller, AIA, LEED Richard Peterson David Turner

### Architect/Engineer/Interior Design/Project Manager/Land Surveyor/Ecologist \$150.00 per hour

Justin Barrett, PE Scott Campbell David Hughes Melissa Mehaffey Tim Smitherman, LEED GA  
Chris Beasley Rob Carlton, PWS Dina Knight, PM (GIS) Michelle Morton Hieu Vo  
Amy Bell, AIA, LEED GA Trent Catron, NCIDQ Melanie Lang Andrew Olds, AIA, JD, LEED AP Matt Walker, PE  
Rusty Blackwell, PLS, LEED GA Brent Davis Corley Lauderdale, PE Richard Painter, AIA  
Stuart Blackwell, PWS Nick Gant, PE Joshua Lindstrom, PE Mary Catherine Price, PE  
Catherine Brooks, NCIDQ Jay Gunther, PE Susan McGallagher Anthony Reid, PE  
Gary Brown Jill Puncocchar Hall William McLamore, PE, LEED GA Kyonta Smith, AIA

| Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist |                       |                     |                     | \$130.00 per hour      |
|--------------------------------------------------------------------------------------------|-----------------------|---------------------|---------------------|------------------------|
| Tanner Backman                                                                             | Rachel Crafton-Stiver | Joseph Herman       | Robert Ramsey       | Kathryn Strickland     |
| Brandon Blas, AICP, LEED GA                                                                | Kevin Downing         | Marisa Lappin       | Lauren Rainey       | Dustin Till            |
| Shannon Bittle                                                                             | Grant Dozier, LEED GA | Chris Murphy        | Soraya Saffouri     | Felipe Velastegui      |
| Dale Brasher, ASLA                                                                         | Catarina Echols, LEED | Case O'Dell         | Lauren Sanford      | Cameron Weldy, LEED GA |
| Alecia Brightwell, PE                                                                      | Savannah Dunson       | Patrick O'Leary, PE | Corey Shoop         |                        |
| John Cleghorn                                                                              | Andrew Fuller         | Ryan Pearce, PE     | Edward Smith, EI    |                        |
| Erik Consuegra                                                                             | Milvia Gonzalez       | Joe Pester          | Lori Smith, LEED GA |                        |
| Patrick Cox                                                                                | Alina Hallaq          | Andrew Pippin       | Matthew Smith       |                        |

| Intern II/Architect/Engineer/Interior Design/Biologist/Resource Analyst/Airport Planner |                          |                 |                      | \$110.00 per hour      |
|-----------------------------------------------------------------------------------------|--------------------------|-----------------|----------------------|------------------------|
| Taylor Bradley                                                                          | Mary-Whitney Evins, LEED | Steven Major EI | Cody Reed, PE        | Alexa Turner, LEED     |
| Oliver Busagara                                                                         | Bea Forniss              | Joshua Macbeth  | Evan Reid, Biologist | Josh Vickers           |
| Lisa Bowen-Whaley, PE                                                                   | Quintavious Guyton       | Amber McKinley  | Cole Roberson        | Frank Wang             |
| Stacey Browning                                                                         | Jessica Haag             | Clint Mitchell  | Jordan Russell, EI   | Matthew Wert           |
| Wesley Caputo, EI                                                                       | Daniel Hall              | Hillary Morgan  | Tabb Sanford         | April Yates, Biologist |
| Parker Cliatt, Biologist                                                                | Joseph Herman            | Dustin Murphy   | Jay Shaddix          | Jonathan Ziegler       |
| Michelle Conway                                                                         | Rhys Gratz, EI           | Johanna Nemetz  | Matt Thomason        |                        |
| Grant Dozier, LEED GA                                                                   | Andrew King              | Debbie Park     |                      |                        |

| Technical I/CA/QC |                |                     |               | \$140.00 per hour |
|-------------------|----------------|---------------------|---------------|-------------------|
| James Bagley, AIA | Kevin Jett     | Jeremy Lewis        | Frank Noble   | Jeff Smith        |
| Justin Barker     | Margie Lambert | Tom McElroy         | Matt Pate     | John Sumerlin     |
| Lamar Davis, CSI  | David Langford | Nathaniel McFarland | Steve Pendley | Mike Swinson      |
| Kurt Hankins      |                |                     |               |                   |

| CA/ROW Acquisition |                |                   |               | \$125.00 per hour  |
|--------------------|----------------|-------------------|---------------|--------------------|
| Ted Arrington      | Kevin Diamond  | Jason McCord      | Tylon Smith   | John Turner        |
| Jeff Bell          | Terrance Duke  | Jason Pierce      | Bobby Spencer | Anthony Van De Ryt |
| Bo Boykin          | Jamie Faust    | Don Rector        | Terry Staggs  | David Waters       |
| Mike Brown         | Charlie Harris | A. Dale Robertson | John Sneed    | Jeff White         |
| Mark Butcher       | Judy Jones     | Jody Scales       | Alex Staton   |                    |
| Shane Cox          | Brent Maddox   | DeAndrea Sellers  | Jim Sullivan  |                    |

| Technical II/CA/QC |                |                 |              | \$110.00 per hour |
|--------------------|----------------|-----------------|--------------|-------------------|
| Jason Atkins       | John Bruner    | Donald Jackson  | James Patten | Larry Stavish     |
| William Benyo      | Adam Clinard   | Dianne Massey   | Jason Price  | Brent Tucker      |
| Michael Camp       | Kenya Chillous | Travis McKnight | Wes Spires   |                   |

| Technical III/CA |                  |                  |                  | \$80.00 per hour   |
|------------------|------------------|------------------|------------------|--------------------|
| Josh Amacher     | Jeffrey Franklin | Christian Loden  | Scott Montgomery | Jimmy Pho          |
| Scott Arendsen   | Andy Gregory     | Zach Merritt     | Jason Moorehouse | Winston Richardson |
| Daniel Brown     | Greg Harrison    | Allen Miller     | T.C. Parks       | Mark Smith         |
| Skip Dickinson   | Mark Hohnhorst   | David Miller     | Cody Pierce      | Bobby Spencer      |
| Donnie Earnest   | Ryan Jessie      | Forrest Milstead | Jason Pierce     | Terry Staggs       |

| Administrative  |                 |                         |                      | \$70.00 per hour |
|-----------------|-----------------|-------------------------|----------------------|------------------|
| Tiffany Adams   | Riley Davis     | Renee Fowler            | Sue Jones            | Beth Shepherd    |
| Kaci Bledsoe    | Carrie Day      | Linda Geistman, LEED GA | Missy Lee            | JeanAnn Smith    |
| LuAnn Bowser    | Pat Dew         | Patricia Gerecht        | Ashley Morris        | Patsy Stinson    |
| Rebecca Connell | Lanita Evans    | Andrea Hodges           | Tori Miller          | Leah Swinney     |
| Elizabeth Cox   | Lauren Faulkner | Tammy Huff              | Carli Small, LEED GA | Lauren Vinson    |



# Document B104™ – 2007

## Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

**AGREEMENT** made as of the Tenth day of August in the year Two Thousand Sixteen  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Montgomery County Commission  
P.O. Box 1667  
Montgomery, Alabama 36102

and the Architect:  
(Name, legal status, address and other information)

Goodwyn, Mills and Cawood, Inc., General Corporation  
2660 EastChase Lane, Suite 200 (36117)  
P O Box 242128  
Montgomery, AL 36124-2128  
Telephone Number: 334/271-3200  
Fax Number: 334/272-1566

for the following Project:  
(Name, location and detailed description)

Scott Street Parking Deck Roof Renovations for  
Montgomery County Commission  
Montgomery, Alabama  
GMC Project No. AMGM160024

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1630948678)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Project scope includes analysis of existing conditions, design and specifications for a TPO roofing system, analysis and design betterment of the existing roof details at the roofing parapets and penetrations and providing all associated design and engineering related to the project. See Proposal letter dated July 25, 2016.

|                          |                      |                        |                        |
|--------------------------|----------------------|------------------------|------------------------|
| Structural Engineer      | Mechanical Engineer  | Electrical Engineer    | Civil Engineer         |
| Blackburn Daniels O'Barr | Borden Morris Garner | Goodwyn Mills & Cawood | Goodwyn Mills & Cawood |
| Jack Daniels             | Jack Morris          | John Averrett          | Max Vaughn             |
| Montgomery, AL           | Montgomery, AL       | Montgomery, AL         | Montgomery, AL         |

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

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User Notes:

(1630948878)

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

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## § 3.4 CONSTRUCTION PHASE SERVICES

### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

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payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

As-Built Documentation - \$750.00

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

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§ 4.2.1 The Architect has included in Basic Services six ( 6 ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within nine ( 9 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment

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of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Init.

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

16-18

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

8% of total construction cost.

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User Notes:

(1630948678)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Design Fee per proposal dated 7/25/16

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly based on GMC Rate Schedule – see attached

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |         |           |    |    |
|------------------------------|---------|-----------|----|----|
| Schematic Design Phase       | Fifteen | percent ( | 15 | %) |
| Design Development Phase     | Twenty  | percent ( | 20 | %) |
| Construction Documents Phase | Forty   | percent ( | 40 | %) |
| Bidding Phase                | Five    | percent ( | 5  | %) |
| Construction Phase           | Twenty  | percent ( | 20 | %) |

(Row deleted)

|                          |             |           |     |    |
|--------------------------|-------------|-----------|-----|----|
| Total Basic Compensation | one hundred | percent ( | 100 | %) |
|--------------------------|-------------|-----------|-----|----|

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Hourly Rate Sheet –see attached

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

Init.

- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be negotiated if required

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Six % 6

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit B

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Proposal Letter to Donald Mims dated July 25, 2016.

init.

This Agreement entered into as of the day and year first written above.

OWNER

*(Signature)*

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

*(Printed name and title)*

ARCHITECT

*(Signature)*

Freddie E. Lynn, Jr., AIA, Senior Vice President,  
Architecture

*(Printed name and title)*

Init.

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User Notes:

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13

16-22

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR

FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

[www.mc-ala.org](http://www.mc-ala.org)

August 11, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Amendment of Management Procedures Manual

Section 3-41 of the Montgomery County Management Procedures Manual provides for a monthly amount to be paid to certain employees who are required to travel within Montgomery County "to conduct various business-related events or attend training sessions and/or meetings."

I request that Section 3-41 be amended to include the General Services Director at a monthly amount of \$100 and that approval of the request be placed on the next agenda of a Commission meeting.

17-1

**MONTGOMERY COUNTY COMMISSION**  
**BUDGET CHANGE REQUEST**  
**REQUEST NUMBER 6**

|                             |                  |                  |           |           |
|-----------------------------|------------------|------------------|-----------|-----------|
| DEPARTMENT:                 | DA Child Support | REVIEWED:        | S. Thomas | 8/10/2016 |
| DATE:                       | 8/10/2016        | Finance Director |           | Date      |
| REQUESTED BY:               | Daryl D. Bailey  | APPROVED:        |           |           |
| Elected Official/Dept. Head |                  | Administrator    |           | Date      |

| ACCOUNT<br>NAME               | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|-------------------|
| Retiree Allowances & Benefits | 775-56120-127     | 15,960            | 6,650                  | 22,610            |
| Health Insurance              | 775-56120-122     | 95,760            | (4,500)                | 91,260            |
| Retirement                    | 775-56120-121     | 58,685            | (2,150)                | 56,535            |
|                               |                   |                   |                        | 0                 |
|                               |                   |                   |                        | 0                 |
|                               |                   |                   |                        | 0                 |
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|                               |                   |                   |                        | 0                 |
|                               |                   |                   |                        | 0                 |
|                               |                   |                   |                        | 0                 |
| <b>TOTAL</b>                  |                   | 170,405           | 0                      | 170,405           |

## JUSTIFICATION:

To realign the benefit budgets to cover the retiree health insurance.

# MONTGOMERY COUNTY COMMISSION

## BUDGET CHANGE REQUEST

REQUEST NUMBER 1

|                             |                     |               |                  |           |
|-----------------------------|---------------------|---------------|------------------|-----------|
| DEPARTMENT:                 | Information Systems | REVIEWED:     | S. Thomas        | 8/10/2016 |
| DATE:                       | 8/10/2016           |               | Finance Director | Date      |
| REQUESTED BY:               | Lou Ialacci         | APPROVED:     |                  |           |
| Elected Official/Dept. Head |                     | Administrator |                  | Date      |

| ACCOUNT<br>NAME           | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|---------------------------|-------------------|-------------------|------------------------|-------------------|
| Repair and Maint DP Equip | 001-51965-235     | 348,000           | (20,000)               | 328,000           |
| Repair and Maint Software | 001-51965-240     | 421,750           | (35,000)               | 386,750           |
| Professional Services     | 001-51965-307     | 50,000            | (10,000)               | 40,000            |
| Software                  | 001-51965-586     | 65,000            | 65,000                 | 130,000           |
|                           |                   |                   |                        | 0                 |
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|                           |                   |                   |                        | 0                 |
| <b>TOTAL</b>              |                   | 884,750           | 0                      | 884,750           |

**JUSTIFICATION:**

To realign the IT budget to fund the County's portion of Montgomery Internet Exchange (MIX) project.

# MONTGOMERY COUNTY COMMISSION

## BUDGET CHANGE REQUEST

REQUEST NUMBER 5

|                             |                    |                     |           |
|-----------------------------|--------------------|---------------------|-----------|
| DEPARTMENT:                 | PERSONNEL          | REVIEWED: S. Thomas | 8/10/2016 |
| DATE:                       | 8/10/2016          | Finance Director    | Date      |
| REQUESTED BY:               | Carmen Douglas     | APPROVED:           |           |
| Elected Official/Dept. Head | Personnel Director | Administrator       | Date      |

| ACCOUNT<br>NAME                  | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|-------------------|
| Extra Help                       | 123-51961.115     | 0                 | 1,500                  | 1,500             |
| Dues and Membership Fees         | 123-51961.171     | 2,350             | 125                    | 2,475             |
| Repair and Maintenance Softw     | 123-51961.240     | 50,000            | 12,500                 | 62,500            |
| Insurance Public Officials Lias. | 123-51961.275     | 23,900            | (12,500)               | 11,400            |
| Administration Expense           | 123-51961.499     | 10,654            | (1,625)                | 9,029             |
|                                  |                   |                   |                        | 0                 |
|                                  |                   |                   |                        | 0                 |
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|                                  |                   |                   |                        | 0                 |
| <b>TOTAL</b>                     |                   | 86,904            | 0                      | 86,904            |

**JUSTIFICATION:**

Year-end budget adjustments to offset increased costs in Extra Help, Dues, and Software Maintenance from decreased costs in Insurance and Administration

18-3

|                             |                    |                  |           |           |
|-----------------------------|--------------------|------------------|-----------|-----------|
| DEPARTMENT:                 | Sheriff            | REVIEWED:        | S. Thomas | 8/10/2016 |
| DATE:                       | 8/10/2016          | Finance Director |           | Date      |
| REQUESTED BY:               | Derrick Cunningham | APPROVED:        |           |           |
| Elected Official/Dept. Head |                    | Administrator    |           | Date      |

| ACCOUNT<br>NAME                  | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|-------------------|
| Data Processing Equipment Rental | 001-52110.232     | 28,080            | 6,000                  | 34,080            |
| Copy Machine Rental              | 001-52110.223     | 14,292            | (6,000)                | 8,292             |
|                                  |                   |                   |                        |                   |
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|                                  |                   |                   |                        |                   |
| TOTAL                            |                   | 42,372            | 0                      | 42,372            |

JUSTIFICATION:

To realign the budget to cover increased NCIC equipment rental cost.

18-4

# MONTGOMERY COUNTY COMMISSION

## BUDGET CHANGE REQUEST

REQUEST NUMBER 8

|                             |                 |                     |           |
|-----------------------------|-----------------|---------------------|-----------|
| DEPARTMENT:                 | Youth Facility  | REVIEWED: S. Thomas | 8/10/2016 |
|                             | 8/4/2016        | Finance Director    | Date      |
| REQUESTED BY:               | Bruce R. Howell | APPROVED:           |           |
| Elected Official/Dept. Head |                 | Administrator       | Date      |

| ACCOUNT          | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE | REVISED<br>BUDGET |
|------------------|-------------------|-------------------|----------|-------------------|
| Misc. Supplies   | 001-52602-219     | 22,000            | (6,000)  | 16,000            |
| Repair buildings | 001-52602-231     | 25,000            | 6,000    | 31,000            |
|                  |                   |                   |          |                   |
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| <b>TOTAL</b>     |                   |                   |          |                   |

JUSTIFICATION:

To cover the cost of building repairs.

18-5

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

DATE: August 10, 2016

TO: Elton Dean - Chairman  
Montgomery County Commission

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

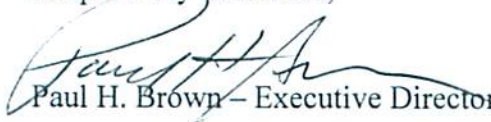
SUBJECT: Request for Commission to Consider a Position Fill Request – Community  
Corrections Technician - Position Number 30035700

Dear Chairman Dean:

Please accept this notice of a Position Fill Request for the position of Community Corrections Technician. This Position Fill Request is intended to fill the position vacated by the internal promotion of Community Corrections Technician, Amberly Tutt-Lewis to Community Corrections Officer (Effective July 17, 2016).

This position is necessary to support the Circuit and District Courts and to help maintain operational efficiency in the Jail and Prison Diversion Caseloads. Specific duties of this position include, among other things, operating the Department Drug Screening Lab and conducting offender assessments and intakes. Additionally, this position will help us to meet ADOC minimum supervision standards and safeguard public safety. The current Community Corrections budget covers this position.

Respectfully submitted,

  
Paul H. Brown – Executive Director

**Requisition for Montgomery City County Personnel**  
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission  
Requisition ID: 1151

Date Requisition Created: 8/1/2016 3:51:36 PM

**Requisition Properties**

|                   |                                     |  |                                    |                                     |
|-------------------|-------------------------------------|--|------------------------------------|-------------------------------------|
| Start Date        | 8/1/2016                            |  | WorkOrderNumber                    |                                     |
| Desired Hire Date | 8/15/2016                           |  | Recruitment Number                 |                                     |
| Position Type     |                                     |  | Prefer Position(s) to be Filled By |                                     |
| Open Competitive  | <input checked="" type="checkbox"/> |  | Open Competitive                   | <input checked="" type="checkbox"/> |

**Department and Class Information**

|                    |                                     |                                           |                                     |                              |                                     |
|--------------------|-------------------------------------|-------------------------------------------|-------------------------------------|------------------------------|-------------------------------------|
| Department Name    |                                     | SelBudget                                 |                                     | Job Class Code and Title     |                                     |
| Detention Facility | <input checked="" type="checkbox"/> | 50 - DETENTION FACILITY                   | <input checked="" type="checkbox"/> | CO0419 - Corrections Officer | <input checked="" type="checkbox"/> |
| Override Dept Name |                                     | Certify Register from Alternate Job Class |                                     |                              |                                     |
| Detention Facility | <input checked="" type="checkbox"/> | CO0419 - Corrections Officer Trainee      |                                     |                              | <input checked="" type="checkbox"/> |

**List Requirements**

You must provide a number from 1 to 99 for the number of vacancies.

|                                       |                   |                                     |             |                                     |
|---------------------------------------|-------------------|-------------------------------------|-------------|-------------------------------------|
| # Vac                                 | Jurisdictions     |                                     | Emp. Status |                                     |
| 1 <input checked="" type="checkbox"/> | Montgomery County | <input checked="" type="checkbox"/> | Full-Time   | <input checked="" type="checkbox"/> |

Notes

[View Details](#)

**Requisition Supporting Information**

|                                                   |                          |           |                       |
|---------------------------------------------------|--------------------------|-----------|-----------------------|
| Proposed Effective Date of Hire                   |                          | Pay Grade | County Payroll Number |
| position # 051 ( replacement of Shateryka Knight) |                          |           |                       |
| Notes                                             |                          |           |                       |
| COUNTY USE ONLY                                   | COUNTY USE ONLY          |           |                       |
| Manpower Data Entered By                          | Manpower Data Entered On |           |                       |

20-1

**Requisition for Montgomery City County Personnel**  
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission  
Requisition ID: 1152

Date Requisition Created: 8/1/2016 4:06:25 PM

**Requisition Properties**

|                   |                                     |                  |                    |                                     |
|-------------------|-------------------------------------|------------------|--------------------|-------------------------------------|
| Start Date        | 8/1/2016                            |                  | WorkOrderNumber    |                                     |
| Desired Hire Date | 8/15/2016                           |                  | Recruitment Number |                                     |
| Position Type     | Prefer Position(s) to be Filled By  |                  |                    |                                     |
| Open Competitive  | <input checked="" type="checkbox"/> | Open Competitive |                    | <input checked="" type="checkbox"/> |

**Department and Class Information**

|                    |                                     |                                           |                                     |                                                                  |
|--------------------|-------------------------------------|-------------------------------------------|-------------------------------------|------------------------------------------------------------------|
| Department Name    |                                     | SelfBudget                                |                                     | Job Class Code and Title                                         |
| Detention Facility | <input checked="" type="checkbox"/> | 50 - DETENTION FACILITY                   | <input checked="" type="checkbox"/> | CO0420 - Corrections Officer <input checked="" type="checkbox"/> |
| Override Dept Name |                                     | Certify Register from Alternate Job Class |                                     |                                                                  |
| Detention Facility | <input checked="" type="checkbox"/> | CO0420 - Corrections Officer              |                                     | <input checked="" type="checkbox"/>                              |

**List Requirements**

You must provide a number from 1 to 99 for the number of vacancies.

|                                       |                                                       |                                               |
|---------------------------------------|-------------------------------------------------------|-----------------------------------------------|
| # Vac                                 | Jurisdictions                                         | Emp. Status                                   |
| 1 <input checked="" type="checkbox"/> | Montgomery County <input checked="" type="checkbox"/> | Full-Time <input checked="" type="checkbox"/> |

Notes

[View Details](#)

**Requisition Supporting Information**

|                                             |                                                  |                                             |                       |
|---------------------------------------------|--------------------------------------------------|---------------------------------------------|-----------------------|
| Proposed Effective Date of Hire             | 8/15/2016                                        | Pay Grade                                   | County Payroll Number |
| Notes                                       | Position #211 (replacement of Sommer Washington) |                                             |                       |
| COUNTY USE ONLY<br>Manpower Data Entered By |                                                  | COUNTY USE ONLY<br>Manpower Data Entered On |                       |

20-2

**Requisition for Montgomery City County Personnel**  
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission  
Requisition ID: 1143

Date Requisition Created: 7/28/2016 9:19:27 AM

**Requisition Properties**

|                   |                                     |            |                    |                                     |
|-------------------|-------------------------------------|------------|--------------------|-------------------------------------|
| Start Date        | 7/28/2016                           |            | WorkOrderNumber    |                                     |
| Desired Hire Date | 8/15/2016                           |            | Recruitment Number |                                     |
| Position Type     | Prefer Position(s) to be Filled By  |            |                    |                                     |
| Open Competitive  | <input checked="" type="checkbox"/> | Select One |                    | <input checked="" type="checkbox"/> |

**Department and Class Information**

|                    |                                     |                                           |                                     |                          |                                     |
|--------------------|-------------------------------------|-------------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Department Name    |                                     | SelfBudget                                |                                     | Job Class Code and Title |                                     |
| Sheriff            | <input checked="" type="checkbox"/> | 55 - SHERIFF                              | <input checked="" type="checkbox"/> | CO0431 - Deputy Sheriff  | <input checked="" type="checkbox"/> |
| Override Dept Name |                                     | Certify Register from Alternate Job Class |                                     |                          |                                     |
| Select Department  | <input checked="" type="checkbox"/> | CO0430 - Deputy Sheriff Trainee           |                                     |                          | <input checked="" type="checkbox"/> |

**List Requirements**

You must provide a number from 1 to 99 for the number of vacancies.

|                                       |                                                       |                                               |
|---------------------------------------|-------------------------------------------------------|-----------------------------------------------|
| # Vac                                 | Jurisdictions                                         | Emp. Status                                   |
| 1 <input checked="" type="checkbox"/> | Montgomery County <input checked="" type="checkbox"/> | Full-Time <input checked="" type="checkbox"/> |

+ Notes

Position #029 (Replacement of Brandon Potter)

+ View Details

**Requisition Supporting Information**

|                                 |                          |           |                       |
|---------------------------------|--------------------------|-----------|-----------------------|
| Proposed Effective Date of Hire |                          | Pay Grade | County Payroll Number |
| <hr/>                           |                          |           |                       |
| Notes                           |                          |           |                       |
| COUNTY USE ONLY                 | COUNTY USE ONLY          |           |                       |
| Manpower Data Entered By        | Manpower Data Entered On |           |                       |



21-1

**Requisition for Montgomery City County Personnel**  
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission  
Requisition ID: 1142

Date Requisition Created: 7/28/2016 9:14:30 AM

### Requisition Properties

|                   |                  |                          |                                    |                          |
|-------------------|------------------|--------------------------|------------------------------------|--------------------------|
| Start Date        | 7/28/2016        |                          | WorkOrderNumber                    |                          |
| Desired Hire Date | 8/15/2016        |                          | Recruitment Number                 | -                        |
| Position Type     | Open Competitive |                          | Prefer Position(s) to be Filled By |                          |
|                   |                  | <input type="checkbox"/> | Select One                         | <input type="checkbox"/> |

### Department and Class Information

|                    |                   |                          |                                           |                                 |                          |                          |                         |                          |
|--------------------|-------------------|--------------------------|-------------------------------------------|---------------------------------|--------------------------|--------------------------|-------------------------|--------------------------|
| Department Name    | Sheriff           | <input type="checkbox"/> | SelBudget                                 | 55 - SHERIFF                    | <input type="checkbox"/> | Job Class Code and Title | CO0431 - Deputy Sheriff | <input type="checkbox"/> |
| Override Dept Name | Select Department | <input type="checkbox"/> | Certify Register from Alternate Job Class | CO0430 - Deputy Sheriff Trainee | <input type="checkbox"/> |                          |                         | <input type="checkbox"/> |

### List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

|                                             |                                            |                                    |
|---------------------------------------------|--------------------------------------------|------------------------------------|
| # Vac                                       | Jurisdictions                              | Emp. Status                        |
| 1 <input type="checkbox"/>                  | Montgomery County <input type="checkbox"/> | Full-Time <input type="checkbox"/> |
| Notes                                       |                                            |                                    |
| Position #062 (Replacement of David Mastin) |                                            |                                    |
| View Details                                |                                            |                                    |

### Requisition Supporting Information

|                                          |                                          |           |                       |
|------------------------------------------|------------------------------------------|-----------|-----------------------|
| Proposed Effective Date of Hire          |                                          | Pay Grade | County Payroll Number |
| Notes                                    |                                          |           |                       |
| COUNTY USE ONLY Manpower Data Entered By | COUNTY USE ONLY Manpower Data Entered On |           |                       |



21-2

**Requisition for Montgomery City County Personnel**  
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission  
Requisition ID: 1159

Date Requisition Created: 8/9/2016 2:28:09 PM

**Requisition Properties**

|                   |                                                                               |  |                    |  |
|-------------------|-------------------------------------------------------------------------------|--|--------------------|--|
| Start Date        | 8/9/2016                                                                      |  | WorkOrderNumber    |  |
| Desired Hire Date | 8/29/2016                                                                     |  | Recruitment Number |  |
| Position Type     | Prefer Position(s) to be Filled By                                            |  |                    |  |
| Open Competitive  | <input checked="" type="checkbox"/> Open Competitive <input type="checkbox"/> |  |                    |  |

**Department and Class Information**

|                                             |                                                                             |                                                                           |
|---------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Department Name                             | SelBudget                                                                   | Job Class Code and Title                                                  |
| Sheriff <input checked="" type="checkbox"/> | 55 - SHERIFF <input checked="" type="checkbox"/>                            | CO0464 - Records & Identification Clk <input checked="" type="checkbox"/> |
| Override Dept Name                          | Certify Register from Alternate Job Class                                   |                                                                           |
| Sheriff <input checked="" type="checkbox"/> | CO0464 - Records & Identification Clerk <input checked="" type="checkbox"/> |                                                                           |

**List Requirements**

You must provide a number from 1 to 99 for the number of vacancies.

|                                       |                                                       |                                               |
|---------------------------------------|-------------------------------------------------------|-----------------------------------------------|
| # Vac                                 | Jurisdictions                                         | Emp. Status                                   |
| 1 <input checked="" type="checkbox"/> | Montgomery County <input checked="" type="checkbox"/> | Full-Time <input checked="" type="checkbox"/> |

Notes

Replacement of Diana Jackson- position # 187

[View Details](#)

**Requisition Supporting Information**

|                                          |                                          |           |                       |
|------------------------------------------|------------------------------------------|-----------|-----------------------|
| Proposed Effective Date of Hire          |                                          | Pay Grade | County Payroll Number |
| Notes                                    |                                          |           |                       |
| COUNTY USE ONLY Manpower Data Entered By | COUNTY USE ONLY Manpower Data Entered On |           |                       |



21-3

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

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

ESTABLISHED 1816

Terri A. Henderson, CRE  
Revenue Manager

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

Telephone (334) 832-1697  
FAX (334) 832-1223  
Website [www.mc-ala.org](http://www.mc-ala.org)

**MEMORANDUM**

**DATE:** August 9, 2016

**TO:** Florence M. Cauthen, Deputy Administrator

**FROM:** Terri A. Henderson, Revenue Manager *Terri A. Henderson*  
08/09/2016

**RE:** **Administrative Support Associate – Replace Position Number 810013007**

This memorandum is submitted to respectfully request approval for the Montgomery County Tax & Audit Department to immediately move forward with a Position Fill Request form for the Administrative Support Associate position #CO0013 at Pay Grade A03 Step 1 to replace Lauren Bradley. Please note that Mrs. Bradley has been out on maternity leave and was expected to be returning to work soon. However, Mrs. Bradley advised me by phone yesterday that she was resigning and would not be returning to work. Mrs. Bradley submitted a written notice of resignation to me via email yesterday effective immediately on August 8, 2016. A copy of Mrs. Bradley's resignation is enclosed.

Due to the time constraints placed upon this office for prompt processing and reporting of taxpayer returns and payments, this position is especially critical to our daily operations as this position is one of only two clerical cashier positions in our Tax & Audit Department. As such, I am requesting consideration and approval for the Montgomery County Commission to approve a Position Fill Request requisition form at the next Montgomery County Commission meeting on Monday, August 15, 2016 or as soon as possible thereafter so that we can move forward to fill this critical vacancy as soon as possible. A Position Fill Request requisition form will be initiated in the MCCP JobAps System for further action upon approval of this request by the Montgomery County Commission. This position is funded in our current FY 2016 budget as well as our submitted FY 2017 budget. Please let me know if you have any questions or need anything further on this at this time. Thank you in advance for your prompt consideration, action and response to this request.

tah/enclosure

## Terri Henderson

---

**From:** Lauren Bradley <bamalolly@gmail.com>  
**Sent:** Monday, August 8, 2016 11:42 AM  
**To:** Terri Henderson  
**Subject:** Letter of resignation  
**Attachments:** Resignation Letter.odt

Terri,

Per our conversation, I have attached my official letter of resignation.

Please let me know if there's anything else you need.

Thank you,

Lauren

August 8, 2016

Dear Terri,

Per our conversation, please accept this letter as my formal resignation, effective immediately. I have enjoyed my time at the county greatly and appreciate the opportunity to be a part of your team. I will miss you all, but I know this is the best decision for my family at this point in our lives. I hope to see you again soon.

Thank you.

Sincerely,  
Lauren Bradley



## Heritage Training & Career Center

2249 Congressman W. L. Dickinson Dr. ● Montgomery, AL 36109 ● (334) 260-6161

---

July 13, 2016

Mr. Donald L. Mims, Administrator  
Montgomery County Commission  
P. O. Box 1662  
Montgomery, AL 36102

Dear Mr. Mims:

We are submitting our request for funding from the Montgomery County Commission in the amount of \$10,000.00.

Attached please find requested information for Heritage Training and Career Center. If additional information is needed, please feel free to contact me at (334) 260 – 6161.

Thank you in advance for your kind consideration.

Sincerely,

Cynthia Brown  
Executive Director

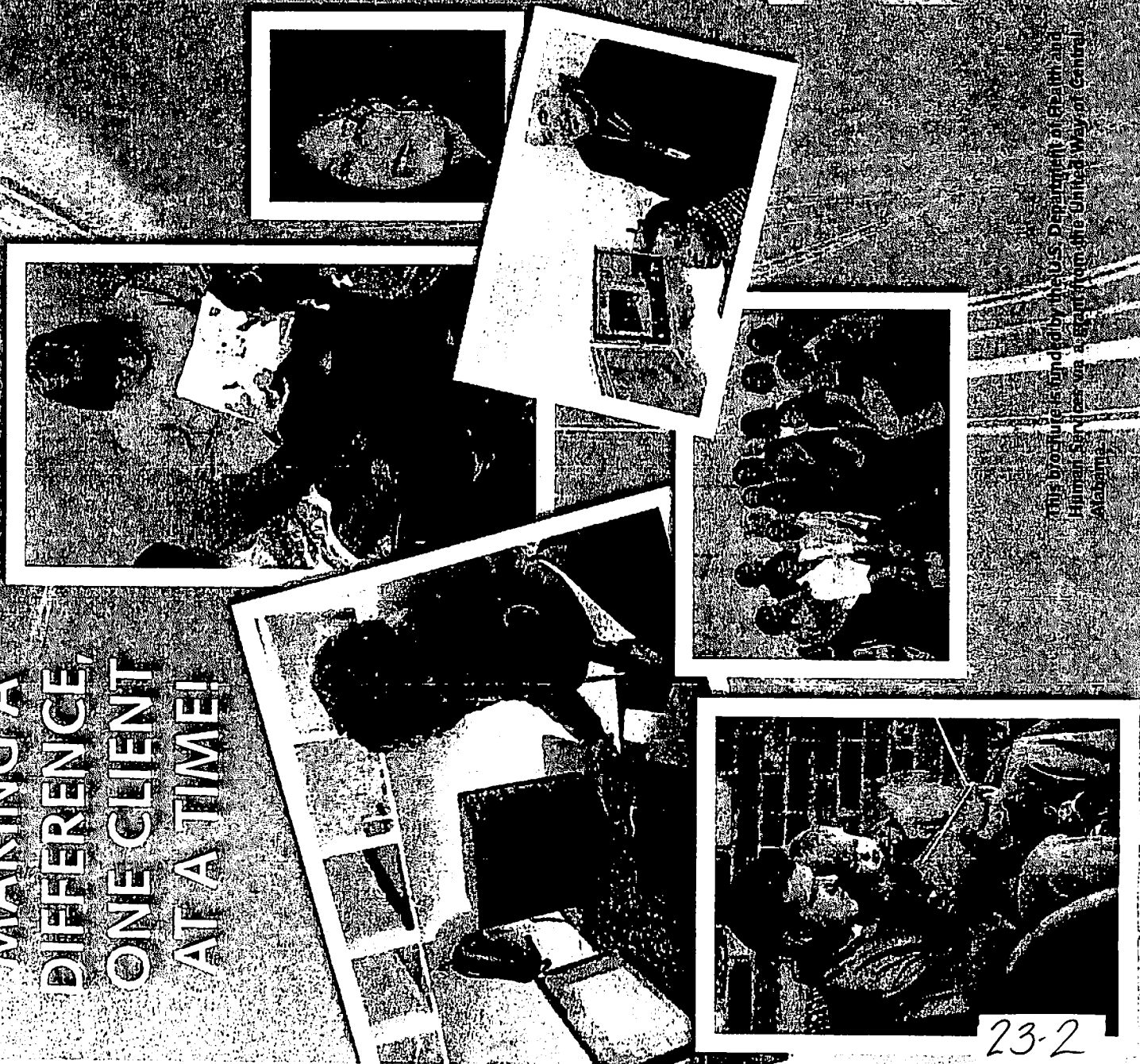
MAKING A  
DIFFERENCE,  
ONE CLIENT  
AT A TIME!

# HERITAGE TRAINING

and

Career Center, Inc.

CYNTHIA BROWN,  
EXECUTIVE DIRECTOR



This brochure is funded by the U.S. Department of Health and Human Services, with a grant from the United Way of Central Alabama.

2249 Gong, W. L. Dickinson Drive  
Montgomery, AL 36109

Phone (334) 260-6161  
Fax: (334) 260-6131  
Email: j63370@aol.com



## Heritage Training and Career Center, Inc.

### *Mission*

The Mission of Heritage Training and Career Center (HTCC) is to provide training and assistance for low-income individuals who lack adequate skills to achieve economic independence, as well as to promote self-sufficiency through training, work experience, supportive services and job placement.

### *Vision*

The Vision of HTCC is for all Alabamians to reach their maximum potential through active participation in a system of quality services and opportunities that enable them to make informed and responsible choices, acquire critical and marketable skills and be a healthy and caring member of their community.

### *Population Served*

Programs and services are provided to individuals residing within low-income communities throughout a four-county target area. Communities served include Autauga, Elmore, Macon and Montgomery counties.

### *Description of Services*

Job Readiness/ Workforce Development Training  
Targeted to clients with little to no work experience, training instructors assist clients in developing the work skills needed to find, acquire and maintain employment. Assistance includes instruction in the proper completion of job applications, resume development, appropriate work attire, successful interviewing, social skills development, professionalism, and general workplace etiquette.

### *Job Placement Services*

Job placement services are provided to assist clients in identifying Services include job referrals, employer recruitment, client follow-up and supportive services, and retention tracking.

### *Fatherhood Program Services*

Targeted to non-custodial fathers, the Fatherhood program provides men of all ages with the tools needed to become supporters of their children's emotional, physical and financial needs to enhance the bond between parent and child.

### *Sitter Services*

On-site sitter services are provided to the Department of Human Resources (DHR) in Autauga, Elmore and Montgomery counties to enable client participation in Foster Parent Training classes, GPS classes, and Food Bank services.

### **HOURS OF OPERATION**

**Main Office: 2249 Cong. W. L. Dickinson Drive • Montgomery, AL 36109**

**Monday - Friday: 8:00 am - 5:00 pm**

**For information regarding the availability of specific programs and service, please call (334) 260-6161.**

# COLONIAL INSURANCE

ESTABLISHED 1956

July 21, 2016

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

Dear Elton:

I am writing you today on behalf of Montgomery Humane Society. Charles Solomon, our chairman, asked me to contact both City and County concerning the possibility of getting some help on an unexpected major expense that we have incurred. Recently, MHS was forced to replace the roof on the entire facility due to several major leaks causing damage to the inside of the buildings. The shelter environment rapidly became unsafe for all and forced us to have the roof replaced. As you know, MHS is responsible for holding all stray, abandoned, neglected, and unwanted animals for Montgomery County and the City of Montgomery as well.

After receiving several bids, we were able to negotiate the replacement for approximately \$75,000.00. Forced to borrow the money for this replacement, we now find ourselves in the never-ending position of being financially strapped to continue our operations over the coming months.

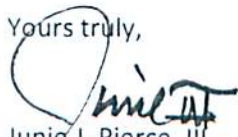
We have approached Mayor Todd Strange and the City of Montgomery to help as well. Mayor Strange has asked us to re-contact him after we have concluded our efforts with the County in order that they may participate accordingly.

We are making every effort to find outside contributors that will help us retire this debt and would humbly ask the Commission to consider a one-time appropriation of \$20,000 to help us at this time. We intend to ask the City for at least \$20,000 or more, as well.

It would be most appreciated if you would allow us to attend one of your work sessions if you feel this would be appropriate. In the past, the County Commission has always tried to help us and I would hope you would help us again.

I know you are well aware that we operate on a "shoe string" budget each year and any help that the County can give us at this time would be most appreciated. I can be contacted at [jpierce@colonial-insurance.com](mailto:jpierce@colonial-insurance.com) or cell 334.320.5929. Thank you for your consideration.

Yours truly,



Junie J. Pierce, III  
1<sup>st</sup> Vice President  
Montgomery Humane Society

Cc: Donnie Mims  
Montgomery County Commission

Cc: Steven Tears  
Montgomery Humane Shelter

24-1

# Montgomery Humane Society

## 2017 Fiscal Year Budget Presentation

### Montgomery County

| Key Operational Aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Funding Needed |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Stray/Court Case Animal Holding</b><br>The Operation costs of the Montgomery City/County holding facility continue to rise and are significantly higher than projected. Veterinarian supplies and medications costs have increased to as high as 6 times the costs of previous years. Full funding is needed to pay for the operational costs of the facility, the care of the stray animals, external veterinarian expenses due to court case animals as required by law. The Montgomery Humane Society Operations Budget was increased to \$500,000 when we approached the County Commission with issues balancing our budget. At this time, we feel that our current appropriation will allow us to function through the 2017 year.        | \$0            |
| <b>Capital Expenditures</b><br>The Montgomery Humane Society was forced to replace the roof on the entire facility to several major leaks causing damages to the inside of the building. The shelter environment rapidly became unsafe for all and forced us to have the roof replaced. After receiving several bids, we able to negotiate the replacement for approximately \$75,000. We were forced to borrow the money for this replacement and we are seeking to settle this debt. The Montgomery Humane Society is humbly requesting a one-time appropriation \$20,000 from the county as a to assist us in settling the debt.(Presented at 8/1 Meeing)                                                                                     | \$20,000       |
| <b>MHS Specific FY 2015 Funding Request</b><br>As it has been presented in past years, MHS has consistently been forced to use our fundraising dollars to fund some City and County functions. The MHS works hard to continually make money through fundraising events, year-end appeals, and donations while constantly cutting expenditures to make up the shortfall in funding. Most of you have visited the shelter and have first-hand knowledge of how much we do with our funding.<br><br>The Montgomery Humane Society, if possible, would like to settle the debt from the roof replacement so that the repayment of the debt does not cause a financial hardship on the Montgomery Humane Society and its mission to serve Montgomery. | \$520,000      |

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
 October 2015 through July 2016

| \$ Over Budget             | 2/3 -1/3        | Oct 1, '15 - July '16 | Budget FY2016   |                                  | Budget FY2017          | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|----------------------------|-----------------|-----------------------|-----------------|----------------------------------|------------------------|-------------------------------|-----------------------------------|
| <b>Income</b>              |                 |                       |                 |                                  |                        |                               |                                   |
| <b>Adoptions</b>           |                 |                       |                 |                                  |                        |                               |                                   |
| -400.00                    | 41,600.00       | \$ 32,550.00          | \$ 42,000.00    | Cats                             | \$ 42,000.00           | \$ -                          | \$ 400.00                         |
| 5,000.00                   | 180,000.00      | \$ 150,900.00         | \$ 175,000.00   | Dogs                             | \$ 175,000.00          | \$ -                          | \$ (5,000.00)                     |
| 4,600.00                   | \$ 221,600.00   | \$ 183,450.00         | \$ 217,000.00   | <b>Total Adoptions</b>           | <b>\$ 217,000.00</b>   | <b>\$ -</b>                   | <b>\$ (4,600.00)</b>              |
| <b>Claims</b>              |                 |                       |                 |                                  |                        |                               |                                   |
| -102.25                    | 897.75          | \$ 675.00             | \$ 1,000.00     | Trap Rental                      | \$ 750.00              | \$ (250.00)                   | \$ (147.75)                       |
| 2,400.00                   | 17,400.00       | \$ 15,200.00          | \$ 15,000.00    | Claims - Other                   | \$ 15,000.00           | \$ -                          | \$ (2,400.00)                     |
| -125.00                    | 18,297.75       | \$ 15,875.00          | \$ 16,000.00    | <b>Total Claims</b>              | <b>\$ 15,750.00</b>    | <b>\$ (250.00)</b>            | <b>\$ (2,547.75)</b>              |
| <b>Contributions</b>       |                 |                       |                 |                                  |                        |                               |                                   |
| -20,000.00                 | 0.00            | \$ -                  | \$ 20,000.00    | Appeals                          | \$ 20,000.00           | \$ -                          | \$ 20,000.00                      |
| -5,080.00                  | 9,920.00        | \$ 9,920.00           | \$ 15,000.00    | CFC Donations                    | \$ 10,000.00           | \$ (5,000.00)                 | \$ 80.00                          |
| -1,500.00                  | 14,500.00       | \$ 14,500.00          | \$ 16,000.00    | CSC Donations                    | \$ 14,500.00           | \$ (1,500.00)                 | \$ -                              |
| 0.00                       | 3,000.00        | \$ 2,625.00           | \$ 3,000.00     | DHO Contributions                | \$ 3,000.00            | \$ -                          | \$ -                              |
| 100.00                     | 600.00          | \$ 520.00             | \$ 500.00       | Dog Park                         | \$ 500.00              | \$ -                          | \$ (100.00)                       |
| 25,000.00                  | 125,000.00      | \$ 110,000.00         | \$ 100,000.00   | General                          | \$ 110,000.00          | \$ 10,000.00                  | \$ (15,000.00)                    |
| -1,500.00                  | 6,500.00        | \$ 5,100.00           | \$ 8,000.00     | Intake Donations                 | \$ 7,000.00            | \$ (1,000.00)                 | \$ 500.00                         |
| 0.00                       | 15,000.00       | \$ 15,000.00          | \$ 15,000.00    | Major Donor                      | \$ 15,000.00           | \$ -                          | \$ -                              |
| 6,000.00                   | 26,000.00       | \$ 22,300.00          | \$ 20,000.00    | Newsletter                       | \$ 25,000.00           | \$ 5,000.00                   | \$ (1,000.00)                     |
| 10,000.00                  | 25,000.00       | \$ 24,300.00          | \$ 15,000.00    | Pet Treatment                    | \$ 20,000.00           | \$ 5,000.00                   | \$ (5,000.00)                     |
| -8,235.00                  | \$ 225,520.00   | \$ 204,265.00         | \$ 212,500.00   | <b>Total Contributions</b>       | <b>\$ 225,000.00</b>   | <b>\$ 12,500.00</b>           | <b>\$ (520.00)</b>                |
| <b>Governmental Income</b> |                 |                       |                 |                                  |                        |                               |                                   |
| 0.00                       | 455,000.00      | \$ 341,250.00         | \$ 455,000.00   | Montgomery City                  | \$ 495,000.00          | \$ 40,000.00                  | \$ 40,000.00                      |
| 0.00                       | 500,000.00      | \$ 375,000.00         | \$ 500,000.00   | Montgomery County                | \$ 520,000.00          | \$ 20,000.00                  | \$ 20,000.00                      |
| 0.00                       | 330,000.00      | \$ 247,500.00         | \$ 330,000.00   | Animal Control                   | \$ 334,950.00          | \$ 4,950.00                   | \$ 4,950.00                       |
| 0.00                       | 20,000.00       | \$ 20,000.00          | \$ 20,000.00    | Pike Road                        | \$ 20,000.00           | \$ -                          | \$ -                              |
| -321,250.00                | \$ 1,305,000.00 | \$ 983,750.00         | \$ 1,305,000.00 | <b>Total Governmental Income</b> | <b>\$ 1,369,950.00</b> | <b>\$ 64,950.00</b>           | <b>\$ 64,950.00</b>               |

25-2

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
 October 2015 through July 2016

| \$ Over Budget  | 2/3 -1/3        | Oct 1, '15 - July '16 | Budget FY2016   |                                   | Budget FY2017   | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|-----------------|-----------------|-----------------------|-----------------|-----------------------------------|-----------------|-------------------------------|-----------------------------------|
| 0.00            | 9,500.00        | \$ 9,500.00           | \$ 9,500.00     | <b>Grants</b>                     | \$ 10,000.00    | \$ 500.00                     | \$ 500.00                         |
| -4.71           | 0.36            | \$ 0.29               | \$ 5.00         | <b>Interest/Dividend</b>          | \$ 5.00         | \$ -                          | \$ 4.64                           |
|                 |                 |                       |                 | <b>Miscellaneous Income</b>       |                 | \$ -                          | \$ -                              |
| 0.00            | 2,500.00        | \$ 1,900.00           | \$ 2,500.00     | <b>Board of Directors</b>         | \$ 2,500.00     | \$ -                          | \$ -                              |
| -415.00         | 4,585.00        | \$ 4,585.00           | \$ 5,000.00     | <b>HSUS/ASPCA</b>                 | \$ 5,000.00     | \$ -                          | \$ 415.00                         |
| 5.40            | 505.40          | \$ 380.00             | \$ 500.00       | <b>Miscellaneous</b>              | \$ 500.00       | \$ -                          | \$ (5.40)                         |
| 200.00          | 0.00            | \$ 20.00              | \$ (200.00)     | <b>Over/Under</b>                 | \$ (200.00)     | \$ -                          | \$ (200.00)                       |
| 8,585.29        | \$ 17,090.76    | \$ 16,385.29          | \$ 7,800.00     | <b>Total Miscellaneous Income</b> | \$ 17,805.00    | \$ 10,005.00                  | \$ 714.24                         |
| -2,157.00       | 456.19          | \$ 343.00             | \$ 2,500.00     | <b>Restitution</b>                | \$ 1,000.00     | \$ (1,500.00)                 | \$ 543.81                         |
|                 |                 |                       |                 | <b>Special Events</b>             |                 | b                             |                                   |
| 1,850.00        | 2,600.00        | \$ 2,660.00           | \$ 750.00       | <b>Bow Wow Meow</b>               | \$ 2,500.00     | \$ 1,750.00                   | \$ (100.00)                       |
| -2,500.00       | 47,500.00       | \$ 13,000.00          | \$ 50,000.00    | <b>Calendar Contest</b>           | \$ 48,500.00    | \$ (1,500.00)                 | \$ 1,000.00                       |
| 10,800.00       | 10,800.00       | \$ 10,800.00          | \$ -            | <b>Catini</b>                     | \$ 5,000.00     | \$ 5,000.00                   | \$ (5,800.00)                     |
| -1,300.00       | 13,700.00       | \$ 13,700.00          | \$ 15,000.00    | <b>Christmas Cards</b>            | \$ 13,500.00    | \$ (1,500.00)                 | \$ (200.00)                       |
| -2,050.00       | 20,950.00       | \$ 20,950.00          | \$ 23,000.00    | <b>Dog-U-Tante</b>                | \$ 21,000.00    | \$ (2,000.00)                 | \$ 50.00                          |
| 6,900.00        | 9,400.00        | \$ 9,400.00           | \$ 2,500.00     | <b>Haunted House</b>              | \$ 10,000.00    | \$ 7,500.00                   | \$ 600.00                         |
| -5,100.00       | 2,900.00        | \$ 2,900.00           | \$ 8,000.00     | <b>Miscellaneous</b>              | \$ 3,000.00     | \$ (5,000.00)                 | \$ 100.00                         |
| -5,000.00       | 11,000.00       | \$ 11,000.00          | \$ 16,000.00    | <b>Walk 'n' Wag</b>               | \$ 11,500.00    | \$ (4,500.00)                 | \$ 500.00                         |
| 9,400.00        | 29,400.00       | \$ 29,400.00          | \$ 20,000.00    | <b>Wrap It Up</b>                 | \$ 29,000.00    | \$ 9,000.00                   | \$ (400.00)                       |
| \$ 13,000.00    | \$ 148,250.00   | \$ 113,810.00         | \$ 135,250.00   | <b>Total Special Events</b>       | \$ 144,000.00   | \$ 8,750.00                   | \$ (4,250.00)                     |
|                 |                 |                       |                 | <b>Store Income</b>               |                 |                               |                                   |
| -120.00         | 80.00           | \$ 60.00              | \$ 200.00       | <b>Dog Park TShirts</b>           | \$ 100.00       | \$ (100.00)                   | \$ 20.00                          |
| -3,397.00       | 12,103.00       | \$ 9,100.00           | \$ 15,500.00    | <b>Store Income - Other</b>       | \$ 11,000.00    | \$ (4,500.00)                 | \$ (1,103.00)                     |
| -3,517.20       | 12,182.80       | \$ 9,160.00           | \$ 15,700.00    | <b>Total Store Income</b>         | \$ 11,100.00    | \$ (4,600.00)                 | \$ (1,082.80)                     |
| 150.00          | 1,650.00        | \$ 1,440.00           | \$ 1,500.00     | <b>Uniform Reimbursement</b>      | \$ 1,500.00     | \$ -                          | \$ (150.00)                       |
| \$ (308,953.62) | \$ 1,959,547.86 | \$ 1,537,978.58       | \$ 1,922,755.00 | <b>Total Income</b>               | \$ 2,013,110.00 | \$ 90,355.00                  | \$ 53,562.14                      |

Expense

25-3

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
 October 2015 through July 2016

| \$ Over Budget | 2/3 -1/3     | Oct 1, '15 - July '16 | Budget FY2016 |                               | Budget FY2017 | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|----------------|--------------|-----------------------|---------------|-------------------------------|---------------|-------------------------------|-----------------------------------|
| 0.00           | 28,500.00    | \$ 20,100.00          | \$ 28,500.00  | Advertising                   | \$ 28,500.00  | \$ -                          | \$ -                              |
|                |              |                       |               | Animal Welfare Expenses       |               |                               |                                   |
| 0.00           | 22,500.00    | \$ 13,900.00          | \$ 22,500.00  | Euthanasia Labor              | \$ 23,000.00  | \$ 500.00                     | \$ 500.00                         |
| 44.00          | 9,044.00     | \$ 6,800.00           | \$ 9,000.00   | Euthanasia Serum              | \$ 9,000.00   | \$ -                          | \$ (44.00)                        |
| -1,704.50      | 1,795.50     | \$ 1,350.00           | \$ 3,500.00   | Medical Care Court Case       | \$ 2,000.00   | \$ (1,500.00)                 | \$ 204.50                         |
| -438.50        | 2,061.50     | \$ 1,550.00           | \$ 2,500.00   | Medical Care/Emergency        | \$ 2,000.00   | \$ (500.00)                   | \$ (61.50)                        |
| 4,145.00       | 8,645.00     | \$ 6,500.00           | \$ 4,500.00   | Medical Care/Non-Emergency    | \$ 8,500.00   | \$ 4,000.00                   | \$ (145.00)                       |
| 1,946.00       | 8,246.00     | \$ 6,200.00           | \$ 6,300.00   | Medical Supplies              | \$ 8,500.00   | \$ 2,200.00                   | \$ 254.00                         |
|                |              |                       |               | Medications                   |               |                               |                                   |
| 1,900.00       | 12,900.00    | \$ 11,500.00          | \$ 11,000.00  | Antibiotics                   | \$ 12,000.00  | \$ 1,000.00                   | \$ (900.00)                       |
| -1,250.00      | 3,750.00     | \$ 470.00             | \$ 5,000.00   | Flea Treatment                | \$ 7,500.00   | \$ 2,500.00                   | \$ 3,750.00                       |
| -2,542.00      | 3,458.00     | \$ 2,600.00           | \$ 6,000.00   | Heartworm Tests               | \$ 5,000.00   | \$ (1,000.00)                 | \$ 1,542.00                       |
| 5,337.00       | 11,837.00    | \$ 8,900.00           | \$ 6,500.00   | Medications - Other           | \$ 12,000.00  | \$ 5,500.00                   | \$ 163.00                         |
| 293.00         | 2,793.00     | \$ 2,100.00           | \$ 2,500.00   | Parvo Tests                   | \$ 3,000.00   | \$ 500.00                     | \$ 207.00                         |
| 1,500.00       | 27,500.00    | \$ 22,500.00          | \$ 26,000.00  | Vaccinations                  | \$ 26,500.00  | \$ 500.00                     | \$ (1,000.00)                     |
| 5,238.00       | \$ 62,238.00 | \$ 48,070.00          | \$ 57,000.00  | Total Medications             | \$ 66,000.00  | \$ 9,000.00                   | \$ 3,762.00                       |
| -971.00        | 15,029.00    | \$ 11,300.00          | \$ 16,000.00  | Microchips                    | \$ 15,000.00  | \$ (1,000.00)                 | \$ (29.00)                        |
| 118.95         | 418.95       | \$ 315.00             | \$ 300.00     | Other Expenses                | \$ 300.00     | \$ -                          | \$ (118.95)                       |
| 11,750.00      | \$ 26,750.00 | \$ 26,750.00          | \$ 15,000.00  | Pet Treatment                 | \$ 25,000.00  | \$ 10,000.00                  | \$ (1,750.00)                     |
| 20,127.95      | 156,727.95   | 122,735.00            | 136,600.00    | Total Animal Welfare Expenses | 159,300.00    | 22,700.00                     | 2,572.05                          |
| 100.00         | 4,500.00     | \$ 3,000.00           | \$ 4,400.00   | Bank Service Charges          | \$ 3,900.00   | \$ (500.00)                   | \$ (600.00)                       |
| 0.00           |              |                       |               | Capital Expenditure           |               | \$ -                          | \$ -                              |
| 0.00           | 33,000.00    | \$ 24,950.00          | \$ 33,000.00  | Mortgage-Back Kennel          | \$ 33,000.00  | \$ -                          | \$ -                              |
| 0.00           | 56,000.00    | \$ 44,900.00          | \$ 56,000.00  | Mortgage-Original             | \$ 56,000.00  | \$ -                          | \$ -                              |
| 0.00           | \$ 89,000.00 | \$ 69,850.00          | \$ 89,000.00  | Total Capital Expenditure     | \$ 89,000.00  | \$ -                          | \$ -                              |
| -50.00         | 0.00         | \$ -                  | \$ 50.00      | Charitable Contributions      | \$ 50.00      | \$ -                          | \$ 50.00                          |
| 500.00         | 4,500.00     | \$ 3,800.00           | \$ 4,000.00   | Computer                      | \$ 4,000.00   | \$ -                          | \$ (500.00)                       |
| 0.00           | 1,000.00     | \$ 1,000.00           | \$ 1,000.00   | Dog Park Expenditures         | \$ 1,000.00   | \$ -                          | \$ -                              |

25-4

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
October 2015 through July 2016

| \$ Over Budget | 2/3 -1/3   | Oct 1, '15 - July '16 | Budget FY2016 |                          | Budget FY2017 | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|----------------|------------|-----------------------|---------------|--------------------------|---------------|-------------------------------|-----------------------------------|
| 0.00           | 3,300.00   | \$ 2,900.00           | \$ 3,300.00   | Dues and Subscriptions   | \$ 3,300.00   | \$ -                          | \$ -                              |
| -900.00        | 4,500.00   | \$ 600.00             | \$ 5,400.00   | Education & Training     | \$ 3,500.00   | \$ (1,900.00)                 | \$ (1,000.00)                     |
| 0.00           |            |                       |               | Employee Expenses        |               | \$ -                          | \$ -                              |
| -50.00         | 1,350.00   | \$ 510.00             | \$ 1,400.00   | Other                    | \$ 1,500.00   | \$ 100.00                     | \$ 150.00                         |
| 200.00         | 2,200.00   | \$ 2,010.00           | \$ 2,000.00   | Uniforms                 | \$ 2,000.00   | \$ -                          | \$ (200.00)                       |
| 150.00         | 3,550.00   | 2,520.00              | 3,400.00      | Total Employee Expenses  | 3,500.00      | \$ 100.00                     | \$ (50.00)                        |
| -10,025.00     | 9,975.00   | \$ 7,500.00           | \$ 20,000.00  | Expense of Sales         | \$ 8,000.00   | \$ (12,000.00)                | \$ (1,975.00)                     |
| -500.00        | 2,500.00   | \$ 1,100.00           | \$ 3,000.00   | Fund Raising Expenses    | \$ 2,500.00   | \$ (500.00)                   | \$ -                              |
| 0.00           |            |                       |               | Humane Division          |               | \$ -                          | \$ -                              |
| -153.00        | 7,847.00   | \$ 5,900.00           | \$ 8,000.00   | Equipment                | \$ 7,000.00   | \$ (1,000.00)                 | \$ (847.00)                       |
| -50.00         | 4,950.00   | \$ 4,200.00           | \$ 5,000.00   | Training and Education   | \$ 3,000.00   | \$ (2,000.00)                 | \$ (1,950.00)                     |
| -200.00        | 2,800.00   | \$ 2,200.00           | \$ 3,000.00   | Uniforms                 | \$ 2,500.00   | \$ (500.00)                   | \$ (300.00)                       |
| -403.00        | 15,597.00  | \$ 12,300.00          | \$ 16,000.00  | Total Humane Division    | \$ 12,500.00  | \$ (3,500.00)                 | \$ (3,097.00)                     |
| 7,776.50       | 115,776.50 | \$ 87,050.00          | \$ 108,000.00 | Insurance                |               |                               |                                   |
| 0.00           | 38,600.00  | \$ 25,000.00          | \$ 38,600.00  | Health Insurance         | \$ 148,350.00 | \$ 40,350.00                  | \$ 32,573.50                      |
| 0.00           | 25,000.00  | \$ 16,500.00          | \$ 25,000.00  | Liability Insurance      | \$ 38,600.00  | \$ -                          | \$ -                              |
| 7,776.50       | 179,376.50 | \$ 128,550.00         | \$ 171,600.00 | Workers' Comp. Insurance | \$ 25,000.00  | \$ -                          | \$ -                              |
| 0.00           | 12,000.00  | \$ 7,200.00           | \$ 12,000.00  | Total Insurance          | \$ 211,950.00 | \$ 40,350.00                  | \$ 32,573.50                      |
| 0.00           | 12,000.00  | \$ 7,200.00           | \$ 12,000.00  | Interest Expense         |               |                               |                                   |
|                |            |                       |               | Loan Interest            | \$ 12,000.00  | \$ -                          | \$ -                              |
|                |            |                       |               | Total Interest Expense   | \$ 12,000.00  | \$ -                          | \$ -                              |
| 0.00           | 3,300.00   | \$ 1,500.00           | \$ 3,300.00   | Miscellaneous            |               |                               |                                   |
| 4,200.00       | 6,200.00   | \$ 5,900.00           | \$ 2,000.00   | Board Lunches            | \$ 3,300.00   | \$ -                          | \$ -                              |
| 4,200.00       | 9,500.00   | \$ 7,400.00           | \$ 5,300.00   | Miscellaneous-Other      | \$ 2,000.00   | \$ -                          | \$ (4,200.00)                     |
|                |            |                       |               | Total Miscellaneous      | \$ 5,300.00   | \$ -                          | \$ (4,200.00)                     |

25-5

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
October 2015 through July 2016

| \$ Over Budget | 2/3 -1/3        | Oct 1, '15 - July '16 | Budget FY2016   |                                 | Budget FY2017   | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|----------------|-----------------|-----------------------|-----------------|---------------------------------|-----------------|-------------------------------|-----------------------------------|
| 0.00           | 6,000.00        | \$ 5,200.00           | \$ 6,000.00     | Office Supplies                 | \$ 5,000.00     | \$ (1,000.00)                 | \$ (1,000.00)                     |
| 0.00           |                 |                       |                 | Payroll Expenses                |                 | \$ -                          | \$ -                              |
| -1,550.00      | 3,450.00        | \$ 3,450.00           | \$ 5,000.00     | Christmas Bonuses               | \$ 3,300.00     | \$ (1,700.00)                 | \$ (150.00)                       |
| -870.00        | 347,130.00      | \$ 261,000.00         | \$ 348,000.00   | Hourly Labor                    | \$ 754,524.00   | \$ 406,524.00                 | \$ 407,394.00                     |
| 4,209.00       | 76,209.00       | \$ 57,300.00          | \$ 72,000.00    | Payroll Taxes                   | \$ 76,708.00    | \$ 4,708.00                   | \$ 499.00                         |
| 2,571.00       | 11,571.00       | \$ 8,700.00           | \$ 9,000.00     | Retirement                      | \$ 10,000.00    | \$ 1,000.00                   | \$ (1,571.00)                     |
| -471.59        | 3,028.41        | \$ 2,277.00           | \$ 3,500.00     | Life Insurance                  | \$ 3,500.00     |                               | \$ 471.59                         |
| -1,165.00      | 597,835.00      | \$ 449,500.00         | \$ 599,000.00   | Salaries                        | \$ 227,000.00   | \$ (372,000.00)               | \$ (370,835.00)                   |
| 2,723.41       | \$ 1,039,223.41 | \$ 782,227.00         | \$ 1,036,500.00 | Total Payroll Expenses          | \$ 1,075,032.00 | \$ 38,532.00                  | \$ 35,808.59                      |
| -500.00        | 9,500.00        | \$ 7,200.00           | \$ 10,000.00    | Postage and Delivery            | \$ 10,000.00    | \$ -                          | \$ 500.00                         |
|                |                 |                       |                 | Printing and Reproduction       |                 |                               |                                   |
| -200.00        | 10,800.00       | \$ 7,250.00           | \$ 11,000.00    | News Letter                     | \$ 11,000.00    | \$ -                          | \$ 200.00                         |
| -250.00        | 3,750.00        | \$ 2,500.00           | \$ 4,000.00     | Office                          | \$ 4,000.00     | \$ -                          | \$ 250.00                         |
| -450.00        | 14,550.00       | 9,750.00              | 15,000.00       | Total Printing and Reproduction | 15,000.00       | \$ -                          | \$ 450.00                         |
| 0.00           | 7,550.00        | \$ 7,550.00           | \$ 7,550.00     | Professional Fees               | \$ 7,550.00     | \$ -                          | \$ -                              |
| 2,000.00       | 5,500.00        | \$ 4,100.00           | \$ 3,500.00     | Reimbursement Adoptions         | \$ 5,000.00     | \$ 1,500.00                   | \$ (500.00)                       |
| 3,400.00       | 128,400.00      | \$ 107,000.00         | \$ 125,000.00   | Reimbursement Spay/Neuter       | \$ 130,000.00   | \$ 5,000.00                   | \$ 1,600.00                       |
|                |                 |                       |                 | Repairs                         |                 |                               |                                   |
| 3,000.00       | 18,000.00       | \$ 14,300.00          | \$ 15,000.00    | Building maintenance            | \$ 15,000.00    | \$ -                          | \$ (3,000.00)                     |
| 4,000.00       | 12,000.00       | \$ 10,700.00          | \$ 8,000.00     | Building Repairs                | \$ 8,000.00     | \$ -                          | \$ (4,000.00)                     |
| 0.00           | 6,000.00        | \$ 2,700.00           | \$ 6,000.00     | Equipment Repairs               | \$ 6,000.00     | \$ -                          | \$ -                              |
| 7,000.00       | 36,000.00       | 27,700.00             | 29,000.00       | Total Repairs                   | 29,000.00       | \$ -                          | \$ (7,000.00)                     |
|                |                 |                       |                 | Shelter Expenses                |                 |                               |                                   |
| -505.00        | 1,995.00        | \$ 1,500.00           | \$ 2,500.00     | Chemicals                       | \$ 2,500.00     | \$ -                          | \$ 505.00                         |
| -2,158.00      | 9,842.00        | \$ 7,400.00           | \$ 12,000.00    | Food                            | \$ 11,000.00    | \$ (1,000.00)                 | \$ 1,158.00                       |
| 660.00         | 2,660.00        | \$ 2,000.00           | \$ 2,000.00     | Litter                          | \$ 3,000.00     | \$ 1,000.00                   | \$ 340.00                         |

25-6

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
October 2015 through July 2016

| \$ Over Budget | 2/3 -1/3     | Oct 1, '15 - July '16 | Budget FY2016 |                        | Budget FY2017 | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|----------------|--------------|-----------------------|---------------|------------------------|---------------|-------------------------------|-----------------------------------|
| 2,290.00       | 17,290.00    | \$ 13,000.00          | \$ 15,000.00  | Materials              | \$ 16,000.00  | \$ 1,000.00                   | \$ (1,290.00)                     |
| -67.75         | 432.25       | \$ 325.00             | \$ 500.00     | Traps                  | \$ 500.00     | \$ -                          | \$ 67.75                          |
| 219.25         | \$ 32,219.25 | \$ 24,225.00          | \$ 32,000.00  | Total Shelter Expenses | \$ 33,000.00  | \$ 1,000.00                   | \$ 780.75                         |
|                |              |                       |               | Special Event          |               |                               |                                   |
| -2,500.00      | 5,000.00     | \$ 5,000.00           | \$ 7,500.00   | Calendar Contest       | \$ 5,000.00   | \$ (2,500.00)                 | \$ -                              |
| 9,200.00       | 10,200.00    | \$ 10,200.00          | \$ 1,000.00   | Catini                 | \$ 1,000.00   | \$ -                          | \$ (9,200.00)                     |
| 350.00         | 1,450.00     | \$ 1,450.00           | \$ 1,100.00   | Christmas Cards        | \$ 1,500.00   | \$ 400.00                     | \$ 50.00                          |
| -1,100.00      | 9,900.00     | \$ 9,900.00           | \$ 11,000.00  | Dog-U-Tante            | \$ 10,000.00  | \$ (1,000.00)                 | \$ 100.00                         |
| 450.00         | 1,200.00     | \$ 1,200.00           | \$ 750.00     | Haunted House          | \$ 2,500.00   | \$ 1,750.00                   | \$ 1,300.00                       |
| -2,250.00      | 750.00       | \$ 530.00             | \$ 3,000.00   | Miscellaneous          | \$ 1,000.00   | \$ (2,000.00)                 | \$ 250.00                         |
| -2,000.00      | 4,500.00     | \$ 4,500.00           | \$ 6,500.00   | Walk 'n' Wag           | \$ 5,000.00   | \$ (1,500.00)                 | \$ 500.00                         |
| -300.00        | 4,200.00     | \$ 4,200.00           | \$ 4,500.00   | Wrap It Up             | \$ 4,500.00   | \$ -                          | \$ 300.00                         |
| 1,850.00       | \$ 37,200.00 | \$ 36,980.00          | \$ 35,350.00  | Total Special Event    | \$ 30,500.00  | \$ (4,850.00)                 | \$ (6,700.00)                     |
|                |              |                       |               | Telephone              |               |                               |                                   |
| -1,033.14      | 8,966.86     | \$ 6,742.00           | \$ 10,000.00  | Cellular Phone         | \$ 9,000.00   | \$ (1,000.00)                 | \$ 33.14                          |
| -1,143.00      | 3,857.00     | \$ 2,900.00           | \$ 5,000.00   | Land Lines             | \$ 4,000.00   | \$ (1,000.00)                 | \$ 143.00                         |
| -2,176.14      | \$ 12,823.86 | \$ 9,642.00           | \$ 15,000.00  | Total Telephone        | \$ 13,000.00  | \$ (2,000.00)                 | \$ 176.14                         |
| 3,500.00       | 8,500.00     | \$ 8,300.00           | \$ 5,000.00   | Travel & Ent           | \$ 5,000.00   | \$ -                          | \$ (3,500.00)                     |
|                |              |                       |               | Utilities              |               |                               |                                   |
| -340.00        | 55,860.00    | \$ 42,000.00          | \$ 56,200.00  | Electricity            | \$ 56,200.00  | \$ -                          | \$ 340.00                         |
| -52.00         | 7,448.00     | \$ 5,600.00           | \$ 7,500.00   | Gas                    | \$ 7,500.00   | \$ -                          | \$ 52.00                          |
| 305.00         | 11,305.00    | \$ 8,500.00           | \$ 11,000.00  | Waste Disposal         | \$ 11,500.00  | \$ 500.00                     | \$ 195.00                         |
| 6,630.00       | 14,630.00    | \$ 11,000.00          | \$ 8,000.00   | Water                  | \$ 14,000.00  | \$ 6,000.00                   | \$ (630.00)                       |
| 6,543.00       | \$ 89,243.00 | \$ 67,100.00          | \$ 82,700.00  | Total Utilities        | \$ 89,200.00  | \$ 6,500.00                   | \$ (43.00)                        |
|                |              |                       |               | Vehicle Expense        |               |                               |                                   |
| -9,762.00      | 24,738.00    | \$ 18,600.00          | \$ 34,500.00  | Fuel                   | \$ 26,000.00  | \$ (8,500.00)                 | \$ 1,262.00                       |

25-7

**MONTGOMERY HUMANE SOCIETY**  
**Profit & Loss Budget vs. Actual**  
October 2015 through July 2016

| \$ Over Budget  | 2/3 -1/3        | Oct 1, '15 - July '16 | Budget FY2016   |                       | Budget FY2017   | FY'16 Budget vs. FY'17 Budget | FY'16 Projected vs. FY '17 Budget |
|-----------------|-----------------|-----------------------|-----------------|-----------------------|-----------------|-------------------------------|-----------------------------------|
| 876.95          | 3,876.95        | \$ 2,915.00           | \$ 3,000.00     | Milage                | \$ 4,000.00     | \$ 1,000.00                   | \$ 123.05                         |
| -480.05         | 19.95           | \$ 15.00              | \$ 500.00       | Other                 | \$ 100.00       | \$ (400.00)                   | \$ 80.05                          |
| -2,685.00       | 7,315.00        | \$ 5,500.00           | \$ 10,000.00    | Repairs/Maintenance   | \$ 8,000.00     | \$ (2,000.00)                 | \$ 685.00                         |
| -375.00         | 16,625.00       | \$ 12,500.00          | \$ 17,000.00    | DHO Vehicles          | \$ 16,500.00    | \$ (500.00)                   | \$ (125.00)                       |
| -12,425.10      | \$ 52,574.90    | \$ 39,530.00          | \$ 65,000.00    | Total Vehicle Expense | \$ 54,600.00    | \$ (10,400.00)                | \$ 2,025.10                       |
| \$ 32,660.87    | \$ 2,003,810.87 | \$ 1,527,059.00       | \$ 1,971,150.00 | Total Expense         | \$ 2,050,182.00 | \$ 79,032.00                  | \$ 46,371.13                      |
| \$ (341,614.49) | \$ (44,263.01)  | \$ 10,919.58          | \$ (48,395.00)  | Net Income            | \$ (37,072.00)  | \$ 11,323.00                  | \$ 7,191.01                       |

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MONTGOMERY HUMANE SOCIETY

Financial Statements  
for the years ended  
September 30, 2015 and 2014

# MONTGOMERY HUMANE SOCIETY

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Parker, Gill, Eisen  
& Stevenson, P.C.  
Certified Public Accountants

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MEMBER  
AMERICAN INSTITUTE  
OF CERTIFIED PUBLIC  
ACCOUNTANTS

MEMBER  
ALABAMA SOCIETY  
OF CERTIFIED PUBLIC  
ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Montgomery Humane Society  
Montgomery, Alabama

We have audited the accompanying financial statements of the Montgomery Humane Society (a nonprofit organization), which comprise the statements of financial position as of September 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amount and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Montgomery Humane Society as of September 30, 2015 and 2014, and the changes in net assets and in cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

*Parker, Hill, Lisen*

*Er Stevenson, P.C.*

Montgomery, Alabama  
July 7, 2016

# MONTGOMERY HUMANE SOCIETY

## Statements of Financial Position September 30, 2015 and 2014

|                                                                                    | Assets | 2015                | 2014                |
|------------------------------------------------------------------------------------|--------|---------------------|---------------------|
| Assets                                                                             |        |                     |                     |
| Cash and cash equivalents                                                          |        |                     |                     |
| Unrestricted                                                                       |        |                     |                     |
| Compass                                                                            |        | \$ 18,498           | \$ 31,818           |
| Petty cash                                                                         |        | 615                 | 615                 |
| Money funds - Stifel Nicolaus                                                      |        | 7,382               | -                   |
| Total unrestricted                                                                 |        | <u>26,495</u>       | <u>32,433</u>       |
| Temporarily restricted                                                             |        |                     |                     |
| Money funds - Stifel Nicolaus Bark Park                                            |        | -                   | 7,382               |
| Total cash and cash equivalents                                                    |        | <u>26,495</u>       | <u>39,815</u>       |
| Prepaid insurance                                                                  |        | 2,203               | 2,038               |
| Furniture and equipment                                                            |        | 229,537             | 189,807             |
| Vehicles                                                                           |        | 109,598             | 93,599              |
| Buildings and improvements                                                         |        | 2,903,728           | 2,898,689           |
| Land                                                                               |        | 221,286             | 221,286             |
| Less accumulated depreciation                                                      |        | (1,311,491)         | (1,204,098)         |
| Servicemark, net of accumulated<br>amortization of \$667 in 2015 and \$659 in 2014 |        | <u>-</u>            | <u>9</u>            |
| Total assets                                                                       |        | <u>\$ 2,181,356</u> | <u>\$ 2,241,145</u> |
| Liabilities and Net Assets                                                         |        |                     |                     |
| Liabilities                                                                        |        |                     |                     |
| Accounts payable                                                                   |        | \$ 5,620            | \$ -                |
| Accrued expenses                                                                   |        | 3,000               | 6,316               |
| Notes payable                                                                      |        | 77,439              | 109,423             |
| Mortgages payable                                                                  |        | 182,121             | 239,770             |
| Total liabilities                                                                  |        | <u>268,180</u>      | <u>355,509</u>      |
| Net assets                                                                         |        |                     |                     |
| Unrestricted                                                                       |        |                     |                     |
| Undesignated                                                                       |        | 1,913,176           | 1,878,254           |
| Temporarily restricted                                                             |        | -                   | 7,382               |
| Total net assets                                                                   |        | <u>1,913,176</u>    | <u>1,885,636</u>    |
| Total liabilities and net assets                                                   |        | <u>\$ 2,181,356</u> | <u>\$ 2,241,145</u> |

See notes to financial statements.

# MONTGOMERY HUMANE SOCIETY

## Statements of Activities For the Years Ended September 30, 2015 and 2014

|                                                | <u>2015</u>         | <u>2014</u>         |
|------------------------------------------------|---------------------|---------------------|
| Unrestricted net assets                        |                     |                     |
| Revenues                                       |                     |                     |
| Government appropriations                      | \$ 1,115,000        | \$ 942,500          |
| Service fees                                   | 300,594             | 247,598             |
| Sales                                          | 20,052              | 13,765              |
| Interest income                                | -                   | 1                   |
| Other                                          | 6,026               | 12,839              |
| Contributions                                  | 233,699             | 257,344             |
| In kind contributions                          | 23,659              | -                   |
| Special events                                 | 161,838             | 153,942             |
| Combined Federal Campaign                      | 14,877              | 19,247              |
| Total revenues                                 | <u>1,875,745</u>    | <u>1,647,236</u>    |
| Net assets released from restrictions          | <u>8,362</u>        | <u>7,288</u>        |
| Expenses                                       |                     |                     |
| Shelter Program                                | 867,358             | 810,733             |
| Animal Control Program                         | 647,926             | 536,911             |
| Management and general                         | 229,274             | 237,160             |
| Fund raising expense                           | 104,627             | 88,126              |
| Total expenses                                 | <u>1,849,185</u>    | <u>1,672,930</u>    |
| Increase (decrease) in unrestricted net assets | <u>34,922</u>       | <u>(18,406)</u>     |
| Temporarily restricted net assets              |                     |                     |
| Revenue                                        |                     |                     |
| Bark Park contributions                        | 980                 | 3,189               |
| Net assets released from restrictions          | <u>(8,362)</u>      | <u>(7,288)</u>      |
| Decrease in temporarily restricted net assets  | <u>(7,382)</u>      | <u>(4,099)</u>      |
| Increase (decrease) in net assets              | 27,540              | (22,505)            |
| Net assets - beginning of year                 | <u>1,885,636</u>    | <u>1,908,141</u>    |
| Net assets - end of year                       | <u>\$ 1,913,176</u> | <u>\$ 1,885,636</u> |

See notes to financial statements.

# MONTGOMERY HUMANE SOCIETY

## Statements of Cash Flows For the Years Ended September 30, 2015 and 2014

|                                                                                            | <u>2015</u>      | <u>2014</u>      |
|--------------------------------------------------------------------------------------------|------------------|------------------|
| Cash flows from operating activities:                                                      |                  |                  |
| Increase (decrease) in net assets                                                          | \$ 27,540        | \$ (22,505)      |
| Adjustment to reconcile change in net assets to net cash provided by operating activities: |                  |                  |
| Depreciation and amortization                                                              | 107,401          | 106,583          |
| (Decrease) increase in accrued expenses                                                    | (3,316)          | 3,817            |
| (Increase) decrease in prepaid expenses                                                    | (163)            | 19,272           |
| Increase in accounts payable                                                               | 5,620            | -                |
| Net cash from operating activities                                                         | <u>137,082</u>   | <u>107,167</u>   |
| Cash flows from investing activities:                                                      |                  |                  |
| Purchase of furniture and equipment                                                        | (39,730)         | (3,814)          |
| Purchase of building improvements                                                          | (5,039)          | (1,663)          |
| Purchase of vehicles                                                                       | (16,000)         | -                |
| Net cash used in investing activities                                                      | <u>(60,769)</u>  | <u>(5,477)</u>   |
| Cash flows from financing activities:                                                      |                  |                  |
| Payment of mortgages                                                                       | (57,649)         | (55,336)         |
| Decrease in note payable                                                                   | (31,984)         | (30,579)         |
| Net cash used in financing activities                                                      | <u>(89,633)</u>  | <u>(85,915)</u>  |
| Net (decrease) increase in cash                                                            | (13,320)         | 15,775           |
| Cash and cash equivalents beginning of year                                                | <u>39,815</u>    | <u>24,040</u>    |
| Cash and cash equivalents end of year                                                      | <u>\$ 26,495</u> | <u>\$ 39,815</u> |

See notes to financial statements.

# MONTGOMERY HUMANE SOCIETY

## Statements of Functional Expenses Year Ended September 30, 2015

|                               | Program           |                              | Support Services       |                   | Total               |
|-------------------------------|-------------------|------------------------------|------------------------|-------------------|---------------------|
|                               | Shelter           | Animal Cruelty Investigation | Management and General | Fund Raising      |                     |
| Salaries and payroll taxes    | \$ 441,833        | \$ 272,004                   | \$ 140,911             | \$ 63,780         | \$ 918,528          |
| Advertising                   | 12,890            | -                            | 12,890                 | 2,865             | 28,645              |
| Adoption reimbursements       | 5,423             | -                            | -                      | -                 | 5,423               |
| Bank charges                  | -                 | -                            | 4,707                  | -                 | 4,707               |
| Charitable contributions      | -                 | -                            | 52                     | -                 | 52                  |
| Computer                      | 297               | 297                          | 1,187                  | 198               | 1,979               |
| Depreciation and amortization | 59,930            | 36,731                       | 10,740                 | -                 | 107,401             |
| Bark park expense             | 1,990             | -                            | -                      | -                 | 1,990               |
| Dues and subscriptions        | 2,907             | 727                          | -                      | -                 | 3,634               |
| Education and training        | 2,070             | 1,380                        | -                      | -                 | 3,450               |
| Cost of sales                 | -                 | -                            | 20,339                 | -                 | 20,339              |
| Special events                | -                 | -                            | -                      | 36,154            | 36,154              |
| Insurance                     | 64,019            | 79,943                       | 5,308                  | -                 | 149,270             |
| Interest                      | 6,942             | 4,255                        | 1,244                  | -                 | 12,441              |
| Legal and accounting          | -                 | -                            | 7,550                  | -                 | 7,550               |
| Meals and entertainment       | -                 | -                            | 2,945                  | -                 | 2,945               |
| Office expense                | 1,538             | 1,538                        | 6,150                  | 1,025             | 10,251              |
| Office supplies               | -                 | 6,584                        | -                      | -                 | 6,584               |
| Postage                       | 7,194             | 1,028                        | 2,055                  | -                 | 10,277              |
| Printing and newsletter       | 7,618             | 4,571                        | 3,047                  | -                 | 15,236              |
| Repairs and maintenance       | 12,512            | 18,768                       | -                      | -                 | 31,280              |
| Retirement                    | 4,188             | 2,578                        | 1,336                  | 605               | 8,707               |
| Spay/neuter reimbursements    | 135,560           | -                            | -                      | -                 | 135,560             |
| Shelter supplies              | 18,547            | 18,547                       | -                      | -                 | 37,094              |
| Telephone                     | 8,004             | 6,403                        | 1,601                  | -                 | 16,008              |
| Travel                        | 3,708             | 1,589                        | -                      | -                 | 5,297               |
| Uniforms                      | -                 | 2,055                        | -                      | -                 | 2,055               |
| Utilities                     | 21,635            | 43,270                       | 7,212                  | -                 | 72,117              |
| Vehicle expenses              | 9,933             | 29,799                       | -                      | -                 | 39,732              |
| Veterinary services           | 38,620            | 115,859                      | -                      | -                 | 154,479             |
|                               | <u>\$ 867,358</u> | <u>\$ 647,926</u>            | <u>\$ 229,274</u>      | <u>\$ 104,627</u> | <u>\$ 1,849,185</u> |

See notes to financial statements.

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# MOTGOMERY HUMANE SOCIETY

## Statements of Functional Expenses Year Ended September 30, 2014

|                               | Program           |                                    | Support Services             |                  |                     |
|-------------------------------|-------------------|------------------------------------|------------------------------|------------------|---------------------|
|                               | Shelter           | Animal<br>Cruelty<br>Investigation | Management<br>and<br>General | Fund<br>Raising  | Total               |
| Salaries and payroll taxes    | \$ 428,038        | \$ 205,322                         | \$ 156,518                   | \$ 50,171        | \$ 840,049          |
| Advertising                   | 13,307            | -                                  | 13,306                       | 2,957            | 29,570              |
| Adoption reimbursements       | 4,535             | -                                  | -                            | -                | 4,535               |
| Bank charges                  | -                 | -                                  | 4,343                        | -                | 4,343               |
| Charitable contributions      | -                 | -                                  | 340                          | -                | 340                 |
| Computer                      | 220               | 220                                | 878                          | 146              | 1,464               |
| Depreciation and amortization | 59,474            | 36,451                             | 10,658                       | -                | 106,583             |
| Bark park expense             | 5,051             | -                                  | -                            | -                | 5,051               |
| Dues and subscriptions        | 2,678             | 669                                | -                            | -                | 3,347               |
| Education and training        | 1,178             | 785                                | -                            | -                | 1,963               |
| Cost of sales                 | -                 | -                                  | 13,119                       | -                | 13,119              |
| Special events                | -                 | -                                  | -                            | 33,424           | 33,424              |
| Insurance                     | 59,150            | 75,462                             | 5,437                        | -                | 140,049             |
| Interest                      | 9,316             | 5,710                              | 1,669                        | -                | 16,695              |
| Legal and accounting          | -                 | -                                  | 7,315                        | -                | 7,315               |
| Meals and entertainment       | -                 | -                                  | 3,268                        | -                | 3,268               |
| Office expense                | 1,565             | 1,565                              | 6,260                        | 1,043            | 10,433              |
| Postage                       | 5,903             | 843                                | 1,687                        | -                | 8,433               |
| Printing and newsletter       | 4,906             | 2,944                              | 1,963                        | -                | 9,813               |
| Repairs and maintenance       | 9,947             | 14,920                             | -                            | -                | 24,867              |
| Retirement                    | 3,282             | 1,575                              | 1,200                        | 385              | 6,442               |
| Spay/neuter reimbursements    | 111,367           | -                                  | -                            | -                | 111,367             |
| Shelter supplies              | 16,264            | 20,066                             | -                            | -                | 36,330              |
| Telephone                     | 10,257            | 8,207                              | 2,052                        | -                | 20,516              |
| Travel and entertainment      | 4,295             | 1,841                              | -                            | -                | 6,136               |
| Uniforms                      | -                 | 1,772                              | -                            | -                | 1,772               |
| Utilities                     | 21,441            | 42,882                             | 7,147                        | -                | 71,470              |
| Vehicle expenses              | 6,834             | 20,504                             | -                            | -                | 27,338              |
| Veterinary services           | 31,725            | 95,173                             | -                            | -                | 126,898             |
|                               | <u>\$ 810,733</u> | <u>\$ 536,911</u>                  | <u>\$ 237,160</u>            | <u>\$ 88,126</u> | <u>\$ 1,672,930</u> |

See notes to financial statements.

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## MONTGOMERY HUMANE SOCIETY

### Notes to Financial Statements September 30, 2015 and 2014

#### NOTE 1 - Summary of significant accounting policies

##### Nature of activity:

The Montgomery Humane Society was incorporated in 1951 as a not-for-profit organization whose purpose is to prevent cruelty to animals by operating an animal shelter for homeless, abandoned, and unwanted animals; by operating an adoption center for healthy animals; by investigating cruelty and abuse cases; and by educating the public in animal ownership responsibility.

##### Sources of support:

The Society relies upon support from public contributions to defray the costs of shelter operations. Adoption and claim fees are collected from the public to defray animal care expenses. The Society also receives appropriations from contracts with the City of Montgomery for animal control sheltering services and the Montgomery County Commission for the purpose of providing humane officer services.

##### Basis of presentation:

The accompanying financial statements are presented on the accrual basis of accounting.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Costs for advertising are expensed when incurred.

##### Donated materials, services, and facilities:

Donations of pet food and supplies are not assigned a dollar value for purposes of recognizing revenue because of a lack of a clearly measurable and objective basis in determining their values. Also, many supplies that are received are not usable by the Humane Society; these items are passed over to individuals adopting animals from the Society.

A substantial number of volunteers have donated significant hours of service to the Society's programs and operations. However, only those services that are material in value, and require a specialized skill which the Society would otherwise need to purchase, are required to be recognized in the financial statements.

MONTGOMERY HUMANE SOCIETY

Notes to Financial Statements (continued)  
September 30, 2015 and 2014

NOTE 1 - Summary of significant accounting policies (continued)

Cash equivalents

For purposes of the statement of cash flows, the Society considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property, plant and equipment, and depreciation:

Property, plant and equipment that are purchased are recorded at cost. Maintenance and repairs are charged to expense, and renewals and betterments are capitalized. Donations of property and equipment are recorded at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Society reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Society reclassifies restricted net assets to unrestricted net assets at that time.

Depreciation is computed using straight-line and accelerated methods over the assets' estimated useful lives. Estimated useful lives of 20 to 40 years are used to compute depreciation on buildings and improvements, 7 to 15 years are used to compute depreciation on furniture and fixtures, and 5 to 10 years are used to compute depreciation on equipment and vehicles.

Income taxes:

The Society has been granted tax exempt status by the Internal Revenue Service under Code Section 501(c)(3) of the Internal Revenue Code.

Functional allocation of expense

The statement of functional expenses summarizes the various costs of the Society's operations. Certain costs have been allocated among program and supporting services based on historical data and management's evaluation of expenditures.

Certain amounts for 2014 have been reclassified for comparability with 2015 amounts.

NOTE 2 - Servicemark

The Society registered its logo with the Secretary of State as an official Servicemark during the year ended September 30, 1996. The value of the services received in the creation of the logo, as well as the legal and filing fees related to the Servicemark registration, has been capitalized in the accompanying financial statements. The Servicemark is amortized using the straight-line method over a 15 year period.

# MONTGOMERY HUMANE SOCIETY

## Notes to Financial Statements (continued) September 30, 2015 and 2014

### NOTE 3 - Notes payable

The notes payable account is comprised of the following:

|                                                                                                                         | <u>2015</u>      | <u>2014</u>       |
|-------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| Promissory note payable to MHS Foundation<br>for building; interest accrues at 4.50% per<br>annum; due January 11, 2018 | <u>\$ 77,439</u> | <u>\$ 109,423</u> |

### NOTE 4 - Mortgages payable

The mortgages payable account is comprised of the following:

|                                                                                                                                                                 | <u>2015</u>       | <u>2014</u>       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| Installment note payable to Compass Bank;<br>monthly payments of \$5,529 includes<br>interest at 4.00%; due August 2018;<br>collateralized by land and building | <u>\$ 182,121</u> | <u>\$ 239,770</u> |

Maturities of long term debt at September 30, 2015 are as follows:

|      |                   |
|------|-------------------|
| 2016 | \$ 60,163         |
| 2017 | 62,614            |
| 2018 | <u>59,344</u>     |
|      | <u>\$ 182,121</u> |

### NOTE 5 - Supplemental disclosure of cash flow information

The following amounts of cash were paid for interest and income taxes:

|              | <u>2015</u>      | <u>2014</u>      |
|--------------|------------------|------------------|
| Interest     | <u>\$ 12,441</u> | <u>\$ 16,695</u> |
| Income taxes | <u>\$ -</u>      | <u>\$ -</u>      |

### NOTE 6 - Financial instruments

The Society has a number of financial instruments held for investment. The Society estimates that the fair value of all financial instruments September 30, 2015 and 2014 does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial position.

## MONTGOMERY HUMANE SOCIETY

### Notes to Financial Statements (continued) September 30, 2015 and 2014

#### NOTE 7 - Employee benefit plan

In 2007, the Society established a Savings Incentive Match Plan for Employees (Simple) IRA. All employees are eligible to defer a portion of their salaries in the plan subject to certain limitations. The Board of Directors of the Society has elected to make a matching contribution of up to 3% of compensation for each eligible employee. Employer contributions were \$8,707 and \$6,442 for the years ended September 30, 2015 and 2014, respectively.

#### NOTE 8 - Related party transactions

In November 2009 MHS Foundation, a not-for-profit organization related by common management, was formed by the Montgomery Humane Society. The mission of MHS Foundation is to operate for the benefit of the Montgomery Humane Society. During 2012 the Society received the loan listed in Note 3.

The Society made payments for services to Alabama Animal Alliance, Inc. totaling \$127,693 and \$102,293 during the years ended September 30, 2015 and 2014, respectively. Both organizations share board members and a bookkeeper.

#### NOTE 9 - Temporarily restricted assets

In June 2011, the Society entered into an agreement with The City of Montgomery, Alabama for the construction and operation of a public dog park to be located in Blount Park, Montgomery, Alabama. Per this agreement, the Society must provide the following:

1. Cost of materials to redirect walks, paths and water
2. Cost of materials for sprinkler system
3. Cost of any specialized equipment, fixtures, artifacts, etc. unique to the Dog Park.

In 2015 and 2014, the Society received various donations for the purpose of meeting its obligation with the City of Montgomery. These funds are accounted for as temporarily restricted - Bark Park until expended for the intended purpose.

#### NOTE 10 - Subsequent event

Management has considered subsequent events through July 7, 2016, which is the Financial Statement date.

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
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  
FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

August 9, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Information regarding County's Responsibility for Providing a Dog Pound

During the County Commission meeting on August 1, 2016, there was discussion relative to the County's responsibility for providing a dog pound. The following are laws pertaining to this issue and their source:

1. Handbook For Alabama County Commissioners, Page 238 Section 11. Dog Pounds. This section cites Alabama Code § 3-7A-7, § 3-7A-8, and § 3-7A-9, et seq.
2. Code of Alabama § 3-7A-7 – Maintenance of pound; notice of impoundment; adoption of animals. § 3-7A-8 – Destruction of impounded dogs and cats; when authorized; redemption by owner; sale of impounded animals. § 3-7A-9 – Quarantine of dog or cat which bites human being; destruction of animal and examination of head; certain acts of or omissions by owner unlawful; delivery of quarantine instructions to owner; report of results; canine corps and seeing eye dogs.
3. Code of Montgomery County, Alabama, Chapter 3 – Animals. This Code Section is based upon Act No. 348, August 19, 1971. Attached is a copy of this Act.

Of these documents, Alabama Code § 3-7A-7 – Maintenance of pound; notice of impoundment; adoption of animals, provides the requirements for counties and cities to provide dog pounds. This section states, **“Every municipality with a population over 5,000 in which the county pound is not located shall maintain a suitable pound or contribute their pro rata share to the staffing and upkeep of the county pound.”**

We will be discussing this information at our August 15, 2016, meeting.

/tn

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*Handbook for Alabama County Commissioners*

obligations, and property of the county housing authority to the regional authority. Ala. Code §§ 24-1-100 through 24-1-117.

Other statutes authorize counties to assist and cooperate with housing authorities in a number of various ways. Ala. Code §§ 24-1-132 through 24-1-134 and 24-2-4.

**10. AMBULANCE SERVICE**

Any county may establish, maintain, and operate an ambulance service within the county. County commissions also may make rules and regulations for the control and management of the service. Ala. Code § 11-87-1. County commissions may appropriate funds to pay for the ambulance service or to contract with another for the service. Ala. Code §§ 11-87-2 and 11-87-3. The county also may charge a fee for the service. Ala. Code § 11-87-4.

**11. DOG POUNDS**

It is the duty of each county to provide a suitable county pound for animals. Once an animal is impounded, the owner, if known, must be notified. Ala. Code § 3-7A-7. All animals that have been impounded for lack of rabies inoculation that are not redeemed may be humanely destroyed and disposed. The county may collect for inoculation and boarding and also may sell any unredeemed animals. Ala. Code § 3-7A-8.

State law dictates that all animal shelters must require anyone acquiring a cat or dog from the pound to pay for the animal's sterilization before placement. Failure to comply with these provisions is punishable as a misdemeanor. Ala. Code § 3-9-1 *et seq.*

the president of the Alabama Veterinary Medical Association, and approved by the State Board of Health prior to the first day of January each year. The committee shall consider all cost factors in administering the vaccine as the economy dictates, including but not limited to the current prices of vaccines and tags. (Acts 1990, No. 90-530, p. 816, § 3.)

**§ 3-7A-4. Issuance of tag.**

Coincident with the issuance of the certificate of immunization, the rabies officer, his authorized representative, or any duly licensed veterinarian, who provided the certificate shall furnish a serially numbered tag bearing the same number and year as that of the certificate, which tag shall at all times be attached to a collar or harness worn by the dog or cat for which the certificate and tag have been issued. (Acts 1990, No. 90-530, p. 816, § 4.)

**§ 3-7A-5. Replacement of certificate and tag.**

In the event of tag loss when the same has been legally issued, every replacement thereof shall be upon such terms as may be agreed upon with the rabies officer or veterinarian by whom the animal has been immunized. In such instance, a new certificate marked "duplicate" may be issued setting forth the number of the new tag and the certificate issued and distributed according to Section 3-7A-2. (Acts 1990, No. 90-530, p. 816, § 5.)

**§ 3-7A-6. Penalty for dog or cat without tag or certificate.**

The owner of any dog or cat found not wearing the evidence of current immunization as provided herein or for which no certificate of current immunization can be produced, and which is apprehended by an officer or other person charged with the enforcement of this chapter, shall forthwith be subject to a penalty to be imposed by the rabies officer not to exceed an amount equal to twice the state approved charge for immunization, in addition to the fee heretofore prescribed for immunization. When collected, the said penalty shall accrue to the rabies officer or his agent, except in the case of a rabies officer employed full-time on salary, in which case the penalty shall accrue to the employing agency or agencies. (Acts 1990, No. 90-530, p. 816, § 6.)

**§ 3-7A-7. Maintenance of pound; notice of impoundment; adoption of animals.**

It shall be the duty of each and every county in the state to provide a suitable county pound and impounding officer for the impoundment of dogs and cats found running at large in violation of the provisions of this chapter. Every municipality with a population over 5,000 in which the county pound is not located shall maintain a suitable pound or contribute their pro rata

share to the staffing and upkeep of the county pound. When dogs and cats are impounded and if the owner thereof is known, such owner shall be given direct notice of the impoundment of said animal or animals belonging to him; or the impounding officer may make said animal or animals available for adoption after a period of not less than seven days. (Acts 1990, No. 90-530, p. 816, § 7.)

**§ 3-7A-8. Destruction of impounded dogs and cats; when authorized; redemption by owner; sale of impounded animals.**

All dogs and cats which have been impounded for lack of rabies immunization in accordance with the provisions of this chapter, due notice of which shall have been given to the owner as provided in Section 3-7A-7, may be humanely destroyed and disposed of when not redeemed by the owner within seven days. In case the owner of an impounded dog or cat desires to make redemption thereof, he may do so on the following condition: He shall pay for the immunization of the animal and the penalty as prescribed in Section 3-7A-6 if certificate of current immunization cannot be produced, and in addition, pay for the board of the animal for the period for which it was impounded. The amount paid for the board of the dog or cat shall accrue to the credit of the city or county, depending upon the jurisdiction of the pound in which the animal was confined. At his discretion, the said impounding officer may sell any dog or cat not redeemed or claimed or otherwise disposed of, to any purchaser desiring the said animal, which said purchaser must comply with all the provisions of this chapter. (Acts 1990, No. 90-530, p. 816, § 8.)

**RESEARCH REFERENCES**

**Am Jur Pleading and Practice Forms:**

1 Am Jur Pl & Pr Forms (Rev), Abatement, Revival, and Stay, Form 33.

1C Am Jur Pl & Pr Forms (Rev), Animals, Forms 24, 26.

**Am Jur Proof of Facts:**

37 Am Jur Proof of Facts 2d, Justifiable Destruction of Animal.

**FEDERAL ASPECTS**

Control and Eradication of Diseases. 21 USC § 114a.

**§ 3-7A-9. Quarantine of dog or cat which bites human being; destruction of animal and examination of head; certain acts of or omissions by owner unlawful; delivery of quarantine instructions to owner; report of results; canine corps and seeing eye dogs.**

(a) Whenever the rabies officer or the health officer shall receive information that a human being has been bitten or exposed by a dog or cat required to be immunized against rabies, the health officer or his authorized agent shall cause said dog or cat to be placed in quarantine under the direct supervision of a duly licensed veterinarian for rabies observation as prescribed in Section 3-7A-1. It shall be unlawful for any person having

## CHAPTER 3

### ANIMALS

- § 3-1 Humane Officer - Appointment
- § 3-2 Humane Officer - Duties
- § 3-3 Humane Officer - Transportation Allowance
- § 3-4 Humane Officer - Compensation

#### § 3-1 Humane Officer - Appointment

It shall be the duty of the Society for the Prevention of Cruelty to Animals, or other similar society organized in Montgomery County, to appoint a humane officer for said county to be approved by the County Commission or other like governing body and by the City Commission or other like governing body of such city located in such county. (Act No. 348, Aug. 19, 1971, p. 637, § 1; for laws dealing with animals, see: Code of Alabama, tit. 3.)

#### § 3-2 Humane Officer - Duties

In all such county and city, in addition to the duties prescribed and fixed by law for humane officers, or by whatever named called, it shall become the further duty for the humane officer to see that all laws with reference to the prevention of cruelty to animals be strictly enforced and brought to the attention of the courts within said county. The number of cases investigated and docketed by said officer, with a full description of each case, shall be filed each month in the office of such humane society, the city and county, and a complete report given to a newspaper published in said county every six months. It shall also be the duty of such officer,

in addition to those duties already prescribed, to pick up and collect all unowned and neglected dogs within the said county and city and deliver them to the City-County pound or shelter for disposition. (Act No. 348, Aug. 19, 1971, p. 637, § 2.)

§ 3-3 Humane Officer - Transportation Allowance

The said humane officer shall be furnished with suitable transportation for the proper performance of his duties, the cost and upkeep of which, including the cost of repairs, gas and oil, shall be shared equally by the county and city covered in this chapter. (Act No. 348, Aug. 19, 1971, p. 637, § 3.)

§ 3-4 Humane Officer Compensation

The salary for such humane officer shall be fixed by the Personnel Board, according to the scale of wages as fixed by said board and in the same manner as other employees' salaries are fixed. The said salary shall be shared equally by the county and city covered by this chapter and shall be paid as other salaries to the employees of said county and city are paid. (Act No. 348, Aug. 19, 1971, p. 637, § 4.)

first day of the calendar month next succeeding the effective date hereof, irrespective of the date on which the directors at large are appointed.

The first term of directorship at large No. 1 shall be for one year. The first term for directorship at large No. 2 shall be for two years. The first term for directorship at large No. 3 shall be for three years. The first term for directorship at large No. 4 shall be for four years.

After the first terms above provided for directorships at large numbered 1, 2, 3 and 4 expire, all subsequent terms for those four directorships shall be terms of four years, the first of which four-year terms shall commence on the day whereon the first terms provided for the respective directorships expire.

Every person designated, or appointed, as a director shall serve until his successor is appointed and qualifies.

In the event of a vacancy on the Board, the body, or persons, appointing the Director who immediately prior to the vacancy occurring held the directorship becoming vacant shall appoint one to fill the vacancy and to serve for the unexpired term.

The members of the Board shall serve without compensation but they may be reimbursed for actual expenses incurred in the performance of their duties for the Bureau.

**Section 2.** This Act shall become effective upon its approval by the Governor or upon its otherwise becoming a law.

Approved August 19, 1971.

Time: 3:34 P.M.

Act No. 348

S. 432—Pierce, Jones

# AN ACT

To provide for the appointment of a humane officer in all counties in this state which may now have or which may hereafter have a population of 150,000 people and less than 180,000 people and in which there is an incorporated city having a population of 70,000 people and less than 135,000 people according to the last Federal Census or any census which may hereafter be taken; to define the duties and fix the compensation of said humane officer; to provide for transportation and the expenses of same and other expenses incurred in the performance of his duties; and placing such officer under the operation of a city county merit system in such counties having such a system.

*Be It Enacted by the Legislature of Alabama:*

**SECTION 1.** That upon the passage and approval of this Act by the Governor or upon its otherwise becoming a law, it

shall be the duty of the Society for the Prevention of Cruelty to Animals, or other similar society organized in counties in this state which may now have, or which may hereafter have a population of 150,000 people and less than 180,000 people, according to the last Federal Census, and in which there is an incorporated city having a population of 70,000 people and less than 135,000 people, according to the last Federal Census, or any such census which may hereafter be taken, to appoint a humane officer for said counties to be approved by the Court of County Commissioners or other like governing body and by the City Commission or other like governing body of such city located in such counties.

**SECTION 2.** That in all such counties and cities, in addition to the duties prescribed and fixed by law for humane officers, or by whatever named called, it shall become the further duty for the humane officer to see that all laws with reference to the prevention of cruelty to animals be strictly enforced and brought to the attention of the courts within said counties. That the number of cases investigated and docketed by said officer, with a full description of each case, shall be filed each month in the office of such humane society, the cities and counties, and a complete report given to a newspaper published in said counties every six months. It shall also be the duty of such officer, in addition to those duties already prescribed, to pick up and collect all unowned and neglected dogs within the said counties and cities and deliver them to the City-County pound or shelter for disposition.

**SECTION 3.** That the said humane officer shall be furnished with suitable transportation for the proper performance of his duties, the cost and upkeep of which, including the cost of repairs, gas and oil, shall be shared equally by the counties and cities covered in this Act.

**SECTION 4.** The salary for such humane officer shall be One Hundred and Fifty Dollars per month, except in those counties where there is a merit system in which the salary shall be fixed by the Personnel Board, according to the scale of wages as fixed by said board and in the same manner as other employees' salaries are fixed. The said salary shall be shared equally by the counties and cities covered by this Act and shall be paid as other salaries to the employees of said counties and cities are paid.

**SECTION 5.** In all such counties where there is a county and city civil service system and the humane officer has been selected before the passage of this Act, such humane officer shall hold such office without being reappointed and shall be deemed to have acquired permanent civil service status. The said humane officer shall have all the benefits allowed to other

employees of the said counties and cities as regards retirement benefits.

SECTION 6. All laws or parts of laws in conflict with this Act are hereby expressly repealed.

SECTION 7. This Act shall become effective on September 2, 1971.

Approved August 19, 1971.

Time: 3:35 P.M.

Act No. 349

S. 433—Pierce, Jones

### AN ACT

To authorize all cities in the State of Alabama having a population exceeding 70,000 and not exceeding 135,000 inhabitants, according to the 1970 or any succeeding regular decennial federal census, or which shall hereafter have such population according to any such census that may hereafter be taken, to enact ordinances to establish and maintain a general system of pensions and retirements, including allowances payable on retirement for age or disability, or benefits on separation from service, for the benefit of their regular employees, including regular employees whose compensation is computed and paid on a per diem basis, and the regular employees of any board or commission, with necessary classification and terms of admission; and providing that upon the establishment of any system of pensions and retirements such employees theretofore or thereafter appointed shall be eligible, subject to such exceptions, limitations and restrictions as deemed expedient, to admission to such system; to authorize such ordinances to prescribe the manner in which the system may be conducted and its funds collected and distributed; to authorize such cities enacting such ordinances to establish such board for the administration of the fund as is deemed expedient, and to permit the governing body of the city to serve as such board; to require the participating employees and the city to contribute to the funds of such retirement system and to provide for the fixing of the rates of contribution; to require the board to have prepared annually actuarial valuation of the assets and liabilities of the system and to permit, on the basis of such valuation, increase or decrease in the rates of contribution; to require such pension or retirement system organized under the provision of this Act to create and maintain reserves, calculated to be adequate to cover the liabilities on account of benefits payable under the ordinances, on the basis of an interest rate not in excess of four percentum per annum, and mortality, disability and other experience tables, or a similar group of employees; to authorize the reserves required in respect of service rendered or benefits granted prior to the date of the organization of such system under the provisions of this Act to be accumulated on a basis calculated to produce a balance between the actuarial present value of the assets and of the liabilities of the system within a period of not exceeding thirty years from the date of establishment of said system; to authorize the organization of a retirement system under this Act to provide for the cessation, limitation or application of any former system of retirement benefits applying to persons eligible to be included in the newly organized system provided that any funds of such former system transferred to the newly organized

OFFICE OF THE MAYOR  
*Todd Strange, Mayor*

Post Office Box 1111  
Montgomery, Alabama  
36101-1111

PH 334.625.2000  
FX 334.625.2600



*City of Montgomery, Alabama*

February 16, 2016

Montgomery County Commission  
100 South Lawrence Street  
Montgomery, AL 36104

Commissioners,

The Juliette Hampton Morgan Branch of the Montgomery City-County Public Library System last received major renovation work in 1989. Throughout the years there have been periodic touch-ups and enhancements, but a major restoration project has been long overdue. Once plans for the re-location of library services to Questplex were halted, the need to address conditions at the Morgan Branch became imperative.

The Library System's first task was replacing the worn carpet at Morgan. This was swiftly followed by repainting the building's interior. Volunteers from Maxwell and the Library's dedicated staff did yeoman's service to assist with the work. Both projects have had an immediate and profound impact on patrons and the staff. Now, the building's roof is being replaced and bathrooms are being remodeled.

During the remainder of this fiscal year and most of FY 2017, the Morgan Branch will undergo a thorough renovation that will allow it to become the "Library of the Future" and an asset to our community as it serves to meet the educational, cultural and social needs of our citizens.

Library Director Jaunita Owes has composed a comprehensive, but conservative budget of \$2.4-million for the total project. The plan will address the Library's technological, HVAC, furniture/fixtures and many other needs. We believe there are donations from the Questplex campaign totaling \$100,000 that may be available for the Morgan Branch. We propose the City and County split the remaining \$2.3-million, utilizing the 40/60 split traditionally applied to jointly funded projects. This would entail the City spending \$1.38-million during the 2016 and 2017 fiscal years (at \$690,000 per year) and the County spending \$920,000 over the same time span (at \$460,000 per year).

Perhaps it was former Library Board president Gary Burton who first referred to our library as the "People's University." The term speaks to the importance of this precious community resource. We are hopeful that you deem this project worthy of your support.

Sincerely,

Todd Strange  
Mayor

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## **MINUTES OF REGULAR MEETING**

### **MONTGOMERY COUNTY COMMISSION**

**MARCH 21, 2016**

#### **INFORMATION SESSION**

Chairman Dean called the meeting to order at 8:09 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III. The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

#### **COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS**

In the absence of Administrator Mims, Deputy Administrator Florence Cauthen briefed the Commission on scheduled attendees and items on the agenda.

#### **PRESENTATION BY DIRECTOR OF GENERAL SERVICES STEVE JONES WITH THE CITY OF MONTGOMERY AND MONTGOMERY CITY COUNTY LIBRARY DIRECTOR JUANITA OWES**

\* City of Montgomery Director of General Services Steve Jones and Montgomery City County Library Director Juanita Owes briefed the Commission regarding the City's request for the County to assist in funding renovations of the Juliette Hampton Morgan Branch of the Montgomery City-County Public Library in the amount of \$920,000. Mr. Jones noted that the first phase of the renovations would include a new roof, and elevator and HVAC system repairs. The second phase would include furniture and technology upgrades. Ms. Owes briefed the Commission on a handout she presented which noted projected expenses for phase two. She said that the technology upgrade is very important for their library population, as most of their patrons are at or below poverty level. They use the library to look for jobs and fill out online job applications. Mr. Johns stated that they are requesting that the County pay just over \$400,000 a year, for the next two years to assist in paying for the renovations.

Vice Chairman Harris said that they need a contractor to provide the true numbers on the project. He said that while he is supportive of having a quality library, we need to work out something with the City regarding the funding. Mr. Jones stated that the City's building maintenance staff calculated the costs based on quotes from subcontractors.

Commissioner Walker requested an updated foot traffic report, and Ms. Owes stated that she would get the information requested.

Chairman Dean said that the Commission's biggest concern is that they received a letter from Mayor Strange regarding the renovations and noted that if the Commission is going to participate, they want to participate around the table, not at the tail end.

**Tammy Nix**

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**Subject:** FW: Circulation Statistic Summary's  
**Attachments:** Circulation Summary.pdf

**From:** Owes, Jaunita [mailto:jowes@montgomeryal.gov]  
**Sent:** Tuesday, August 09, 2016 4:34 PM  
**To:** Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>  
**Subject:** FW: Circulation Statistic Summary's

Florence,

Does this provide you with the information you are seeking.

The 2014-15 report might be misleading as we experienced some computer problems in 2015 which caused us to lose some data. In addition, in 2016 we began to include the circulation of downloadable items with our circulation of material as they are items that check out to the patron. Please let me know if you need additional information. Thanks and please accept my apology of the earlier confusion.

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**From:** Thurman, Tanerica  
**Sent:** Tuesday, August 09, 2016 4:21 PM  
**To:** Owes, Jaunita  
**Subject:** FW: Circulation Statistic Summary's

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**From:** Thurman, Tanerica  
**Sent:** Friday, August 05, 2016 4:23 PM  
**To:** Briddell, Michael  
**Cc:** Owes, Jaunita  
**Subject:** Circulation Statistic Summary's

Good afternoon,

Here are the Circulation Summary's for October 2014-September 2015, and October 2015-Present.

Thanks

*Tanerica Thurman*

Administrative Support Specialist  
Montgomery City-County Public Library  
245 High Street  
Montgomery, AL 36104  
Office: (334) 240-4988  
Fax: (334) 240-4977  
Email: [tthurman@mccpl.lib.al.us](mailto:tthurman@mccpl.lib.al.us)

# Montgomery City-County Public Library

Oct 2014 - Sep 2015

Statistical Report

|                     | Lowder    | Coliseum           | Pike Road                            | Pintala                      | Williams                            | Out/Ext | Totals  |
|---------------------|-----------|--------------------|--------------------------------------|------------------------------|-------------------------------------|---------|---------|
| Circulation         | 66,993    | 38,254             | 56,115                               | 7,993                        | 11,257                              | 4,604   | 321,667 |
| OverDrive checkouts |           |                    |                                      |                              |                                     |         | 1,747   |
| Total Circulation   |           |                    |                                      |                              |                                     |         | 323,414 |
| Juvenile            | 30,921    | 12,608             | 36,338                               | 3,705                        | 5,811                               | 175     | 140,458 |
| Young Adult         | 1,486     | 1,484              | 2,195                                | 410                          | 438                                 | 6       | 11,343  |
| Adult               | 26,320    | 22,608             | 12,260                               | 2,769                        | 3,197                               | 3,987   | 128,330 |
| Juvenile            | 698       | 0                  | 1,380                                | 144                          | 0                                   | 0       | 3,531   |
| Young Adult         | 543       | 76                 | 78                                   | 22                           | 0                                   | 0       | 943     |
| Adult               | 4,950     | 0                  | 1,175                                | 562                          | 44                                  | 171     | 21,038  |
| Computer Use        | 53,757    | 36,613             | 5,356                                | 3,289                        | 10,023                              | 0       | 207,928 |
| Computer Assistance | 20,037    | 35,818             | 2,349                                | 1,237                        | 1,263                               | 0       | 104,971 |
| Proctored Exams     | 0         | 0                  | 0                                    | 0                            | 0                                   | 0       | 401     |
| Hours Open          | 2,756     | 2,244              | 2,223                                | 2,031                        | 2,176                               | 0       | 23,303  |
| Door Count          | 76,018    | 81,901             | 37,727                               | 26,430                       | 43,207                              | 0       | 630,339 |
| Programs            |           |                    |                                      |                              |                                     |         |         |
| Child IN            | 218       | 82                 | 96                                   | 92                           | 43                                  | 0       | 940     |
| Child OUT           | 0         | 3                  | 15                                   | 7                            | 1                                   | 0       | 71      |
| Young Adult IN      | 0         | 0                  | 22                                   | 0                            | 11                                  | 0       | 93      |
| Young Adult OUT     | 0         | 0                  | 1                                    | 0                            | 0                                   | 0       | 7       |
| Adult IN            | 278       | 37                 | 22                                   | 31                           | 27                                  | 0       | 1,055   |
| Adult OUT           | 0         | 6                  | 2                                    | 1                            | 1                                   | 0       | 21      |
| Attendance          |           |                    |                                      |                              |                                     |         |         |
| Child IN            | 2,171     | 1,762              | 2,216                                | 1,854                        | 2,337                               | 0       | 17,565  |
| Child OUT           | 0         | 168                | 2,229                                | 139                          | 26                                  | 0       | 4,554   |
| Young Adult IN      | 0         | 0                  | 112                                  | 0                            | 126                                 | 0       | 1,309   |
| Young Adult OUT     | 0         | 0                  | 102                                  | 0                            | 0                                   | 0       | 505     |
| Adult IN            | 1,188     | 577                | 291                                  | 420                          | 168                                 | 0       | 19,458  |
| Adult OUT           | 0         | 664                | 57                                   | 12                           | 200                                 | 0       | 2,198   |
| Media Department    | Reference | Technical Services | Ancestry Database Usage              | AVL                          |                                     |         |         |
| Showings            | 1,857     | Questions 74,882   | Titles Ordered 6,445                 | Total Page Views 1,367       | Remote Users 24,919                 |         |         |
| Audience            | 31,092    | Assistance 135,423 | Titles Received 7,484                | Total Searches 3,013         | Times Used 135,353                  |         |         |
| BOT                 | 4,420     | Fill Rate 98.58%   | Items Ordered 11,029                 |                              |                                     |         |         |
| CD's                | 11,838    | Weeds 5,177        | Items Received 12,525                | Gale Database Usage          | Proquest Digital Microfilm          |         |         |
| KITS                | 43        | Discards 5,505     | Titles Cataloged 5,499               | Total Sessions 1,717         | Times Used 665                      |         |         |
| DVD's               | 6,262     | AVL Cards 13       | Items Cataloged 14,273               |                              |                                     |         |         |
| DVS                 | 0         | New Patrons 5,416  |                                      | PowerSpeak Database          | Dear Reader Online Book Club        |         |         |
| Videos              | 520       | ELS 19,064         |                                      | Total Sessions 221           | Members n/a                         |         |         |
|                     |           | ASE 11,288         | Patrons waiting for computers 20,666 |                              | Times accessed 27,307               |         |         |
| Dial-a-Story        | 256       | Interlibrary Loans | Computer Lab                         | Facts on File Database Usage | Oxford/African American Studies Ctr |         |         |
| Telephone Renewals  | 60,629    | From MCCPL 712     | Classes 56                           | Visits 39                    | Sessions 0                          |         |         |
| Website Use         | 234,409   | To MCCPL 704       | Attendance 246                       | Total Requests 43            | Searches 0                          |         |         |
| Wireless Use        | 109,432   |                    | Computer Use 33,386                  |                              |                                     |         |         |
| Library Blog hits   | 3,083     |                    |                                      | Newsbank                     | TumbleBooks                         |         |         |
|                     |           | Self Check 40,425  |                                      | Login Sessions 183           | Book Views 9,081                    |         |         |
|                     |           |                    |                                      | Searches Performed 789       |                                     |         |         |

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# Montgomery City-County Public Library

Oct 2015 - Sep 2016

## Statistical Report

|                                    | Montgomery       | Lowder             | Lewis  | Coliseum      | Gov SO             | Pike Road                     | One Level  | Pintala | Ramsey | Williams | Hampstead | Out/Ext | Book/Mobile | Totals         |
|------------------------------------|------------------|--------------------|--------|---------------|--------------------|-------------------------------|------------|---------|--------|----------|-----------|---------|-------------|----------------|
| Circulation                        | 57,365           | 57,108             | 15,755 | 31,670        | 115,016            | 43,036                        | 0          | 8,594   | 2,328  | 7,389    | 11,723    | 3,870   | 2,372       | 265,264        |
| Drive/Zone/Hoopla/Reader checkouts | 2,777            |                    |        |               |                    |                               |            |         |        |          |           |         |             | 287,034        |
| <b>Total Circulation</b>           |                  |                    |        |               |                    |                               |            |         |        |          |           |         |             | <b>562,298</b> |
| Juvenile                           | 15,412           | 26,549             | 3,900  | 10,385        | 4,878              | 28,732                        | 0          | 3,115   | 573    | 2,826    | 12,987    | 79      | 9,431       | 112,567        |
| Young Adult                        | 23,138           | 1,832              | 513    | 1,218         | 564                | 1,962                         | 0          | 382     | 176    | 321      | 265       | 7       | 99          | 10,098         |
| Adult                              | 28,817           | 21,409             | 1,334  | 18,492        | 6,634              | 9,437                         | 0          | 3,013   | 1,579  | 2,189    | 27,766    | 3,078   | 10          | 99,251         |
| Juvenile                           | 15,412           | 646                | 1,600  | 0             | 0                  | 862                           | 0          | 116     | 0      | 0        | 2,525     | 37      | 1,478       | 5,654          |
| Young Adult                        | 23,138           | 68                 | 191    | 0             | 0                  | 56                            | 0          | 35      | 0      | 0        | 74        | 0       | 0           | 531            |
| Adult                              | 28,817           | 4,136              | 1,087  | 1             | 0                  | 756                           | 0          | 462     | 0      | 0        | 2,445     | 77      | 0           | 15,910         |
| Computer Use                       | 24,078           | 30,872             | 33,486 | 29,850        | 21,424             | 4,168                         | 0          | 1,918   | 2,448  | 7,096    | 2,770     | 0       | 0           | 152,980        |
| Computer Assistance                | 11,986           | 18,829             | 14,368 | 21,628        | 1,175              | 2,122                         | 0          | 1,500   | 89     | 1,127    | 268       | 0       | 0           | 76,167         |
| Proctored Exams                    | 180              | 0                  | 0      | 0             | 0                  | 0                             | 0          | 0       | 0      | 0        | 0         | 0       | 0           | 130            |
| Hours Open                         | 23,119           | 2,042              | 2,280  | 1,881         | 1,872              | 1,854                         | 0          | 1,610   | 1,966  | 1,872    | 1,854     | 0       | 0           | 130            |
| Door Count                         | 123,856          | 85,668             | 63,837 | 62,748        | 34,794             | 30,675                        | 0          | 22,948  | 15,404 | 33,330   | 43,305    | 0       | 0           | 513,726        |
| <b>Programs</b>                    |                  |                    |        |               |                    |                               |            |         |        |          |           |         |             |                |
| Child IN                           | 97               | 99                 | 57     | 99            | 43                 | 94                            | 0          | 93      | 3      | 69       | 181       | 0       | 0           | 738            |
| Child OUT                          | 20               | 1                  | 34     | 34            | 22                 | 31                            | 0          | 8       | 17     | 3        | 2         | 0       | 0           | 157            |
| Young Adult IN                     | 1180             | 28                 | 49     | 2             | 4                  | 16                            | 0          | 0       | 8      | 15       | 0         | 0       | 0           | 239            |
| Young Adult OUT                    | 160              | 0                  | 0      | 0             | 1                  | 3                             | 0          | 0       | 0      | 1        | 0         | 0       | 0           | 170            |
| Adult IN                           | 231              | 125                | 125    | 66            | 0                  | 20                            | 0          | 28      | 8      | 29       | 14        | 0       | 0           | 655            |
| Adult OUT                          | 2                | 1                  | 5      | 5             | 0                  | 0                             | 0          | 1       | 0      | 0        | 0         | 0       | 0           | 18             |
| <b>Attendance</b>                  |                  |                    |        |               |                    |                               |            |         |        |          |           |         |             |                |
| Child IN                           | 1,029            | 1,485              | 1,285  | 2,297         | 701                | 3,076                         | 0          | 1,823   | 48     | 3,562    | 2,722     | 0       | 0           | 18,015         |
| Child OUT                          | 671              | 69                 | 1,112  | 3,033         | 892                | 3,903                         | 0          | 188     | 952    | 70       | 1,254     | 0       | 0           | 11,691         |
| Young Adult IN                     | 1,086            | 174                | 837    | 12            | 79                 | 103                           | 0          | 33      | 10     | 112      | 28        | 0       | 0           | 2,203          |
| Young Adult OUT                    | 154              | 0                  | 24     | 0             | 227                | 225                           | 0          | 0       | 20     | 25       | 0         | 0       | 0           | 1,318          |
| Adult IN                           | 7,181            | 723                | 1,262  | 1,835         | 62                 | 405                           | 0          | 534     | 46     | 323      | 68        | 0       | 0           | 12,509         |
| Adult OUT                          | 117              | 23                 | 318    | 362           | 0                  | 81                            | 0          | 145     | 200    | 0        | 0         | 0       | 0           | 1,246          |
| <b>Media Department</b>            | <b>Reference</b> |                    |        |               |                    |                               |            |         |        |          |           |         |             |                |
| Showings                           | 744              | Questions          | 45,180 | Digital Media | Technical Services | Titles Ordered                | 2,248      |         |        |          |           |         |             |                |
| Audience                           | 11,911           | Assistance         | 94,947 | ordered       | 283                | Titles Received               | 3,356      |         |        |          |           |         |             |                |
| BOT                                | 2,796            | Fill Rate          | 74.08% |               |                    | Items Ordered                 | 4,051      |         |        |          |           |         |             |                |
| CD's                               | 7,322            | Weeds              | 1,757  | Digital Media |                    | Items Received                | 5,976      |         |        |          |           |         |             |                |
| KITS                               | 35               | Discards           | 5,622  | received      | 283                | Titles Cataloged              | 5,864      |         |        |          |           |         |             |                |
| DVD's                              | 3,651            | AVL Cards          | 3      |               |                    | Items Cataloged               | 6,513      |         |        |          |           |         |             |                |
| DVS                                | 214              | New Patrons        | 3,120  |               |                    |                               |            |         |        |          |           |         |             |                |
| Videos                             | 374              | ELS                | 15,208 |               |                    |                               |            |         |        |          |           |         |             |                |
|                                    |                  | ASE                | 8320   |               |                    | Patrons waiting for computers | 17,576     |         |        |          |           |         |             |                |
| Dial-a-Story                       | 1,306            | Interlibrary Loans |        | Computer Lab  |                    |                               |            |         |        |          |           |         |             |                |
| Telephone Renewals                 | 30,362           | From MCCPL         | 545    | Classes       | 42                 | Missing Items                 | 375        |         |        |          |           |         |             |                |
| Website Use                        | 149,183          | To MCCPL           | 496    | Attendance    | 181                | Cost of Missing Items         | \$6,962.06 |         |        |          |           |         |             |                |
| Wireless Use                       | 68,206           |                    |        | Computer Use  | 17,455             | Meeting Room                  |            |         |        |          |           |         |             |                |
| Library Blog hits                  | 1,735            |                    |        | Self Check    | 28,934             | Use                           | 155        |         |        |          |           |         |             |                |
|                                    |                  |                    |        |               |                    | Attendance                    | 1,936      |         |        |          |           |         |             |                |

28-3



**Office of Public Affairs**  
**Montgomery County Commission**  
P.O. Box 1667  
Montgomery, Alabama 36102  
334.832.1270

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**MEMORANDUM**

**To:** Montgomery County Commission

**From:** DiDi Henry, public affairs director

**RE:** REVISED Commission Meeting Location Changes for August to December 2016

In conjunction with the County's Bicentennial Celebration, Chairman Dean has suggested that the Commission host a commission meeting one time each month from August to December in a different Commissioners' district. This is to encourage more citizen participation and increase public awareness. The Information Session will begin at 4:00 p.m., with the Formal Session at 5:30 p.m.

To assist you in planning these events, these are the suggested dates and district order:

August 15<sup>th</sup> – Commissioner Williams (District 4)

September 12<sup>th</sup> – Commissioner Hall (District 5)

October 3<sup>rd</sup> – Vice Chairman Harris (District 1)

November 21<sup>st</sup> – Chairman Dean (District 2)

December 5<sup>th</sup> – Commissioner Walker (District 3)

When selecting a venue in your district, please consider the location, parking, public seating, and the availability of a P.A. system.

Thank you for your consideration.

29-1

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
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  
FLORENCE M. CAUTHEN  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 265-3568  
www.mc-ala.org

August 2, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLW*  
County Administrator

SUBJECT: Information regarding Non-Profit Organizations

During the County Commission meeting on August 1, 2016, there were recommendations concerning information to be obtained from non-profit organizations that were seeking County Commission funding.

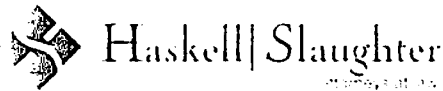
Based upon this discussion, we will consider requesting the following information from these organizations:

1. Current Budget
2. Financial Statement for Prior Year
3. List of Board Members
4. Copy of most recent Form 990

We will discuss this issue further at our Commission meeting on August 15, 2016.

/tn

30-1



Haskell Slaughter & Gallion, LLC

4 Commerce Street

Suite 1200

Montgomery, Alabama 36104

Phone: 205 5573 Fax: 205 264 7945

## MEMORANDUM

August 2, 2016

TTC

To: Donnie Mims  
From: Thomas T. Gallion, III  
Re: Selbrook Subdivision

---

I have reviewed the request from the Selbrook sub-division to clean and maintain the ditch in their sub-division. This property is located outside the Montgomery City Limits and is in the jurisdiction of Montgomery County.

The ditch in question is on private property owned by the individual homeowners. The original developer put in the ditch along with locked gates and fences into the ditch area.

The ditch, allegedly is stopped up in places and contains areas that could be considered a health hazard. However, the ditch in its entirety is very long.

The County is forbidden by law to do any work on private property. The only exception is if areas of this ditch create a health hazard to the citizens of the County.

If the neighborhood can point out a few areas that contain mosquitos, snakes, etc., the County may be able to help clean up these areas on a very limited basis for health reasons only. The County should not do anything to remove the locks on the gates or even open the gates. All of this would have to be done by the homeowners. If someone fell in the ditch and was injured or drowns, the County would be liable if we have anything to do with the gates or fences.

It is my understanding that all other neighborhoods located on private property in the City and County maintain their own ditches that are located on private property. The County has thousands of miles of ditches that run through private property. The County needs to be very cautious if they undertake to do this work. This could open "Pandora's Box" to other neighborhoods with similar problems.

In conclusion, I opine as follows:

- (1) I think that this ditch in certain limited areas have to be determined to be a health hazard;
- (2) That only certain limited areas that qualify as a health problem can very limited work be included;
- (3) The County would have to get written permission from each property owner to even enter the private ditch area, much less do work on the ditch; and
- (4) Under no circumstances can the County do anything involving the gates and fences.

50051-317

## OFFICIAL CANVASS

MONTGOMERY COUNTY  
GENERAL ELECTION  
NOVEMBER 7, 2006

RUN DATE:11/17/06 01:49 PM

REPORT-EL111

PAGE 0001

LOCAL REFERENDUM Act No. 2005-200

WITH 50 OF 50 REPORTING

(Vote for no more than ) 1

|                                | Y<br>E<br>S<br>(NON)<br>..... | N<br>O<br>(NON)<br>..... |
|--------------------------------|-------------------------------|--------------------------|
| 0025 2E PETERSON ELEM SCH 1    | 26                            | 13                       |
| 0026 2E PETERSON ELEM SCH 2    | 0                             | 0                        |
| 0027 2F FIRE STATION 14 1      | 19                            | 7                        |
| 0028 2F FIRE STATION 14 2      | 15                            | 8                        |
| 0033 2I SOUTHLAWN ELEM SCH 1   | 11                            | 4                        |
| 0034 2I SOUTHLAWN ELEM SCH 2   | 27                            | 23                       |
| 0035 2J HUNTER STATION CTR 1   | 5                             | 1                        |
| 0036 2J HUNTER STATION CTR 2   | 2                             | 3                        |
| 0037 2K CATOMA SCHOOL 1        | 90                            | 82                       |
| 0038 2K CATOMA SCHOOL 2        | 98                            | 126                      |
| 0039 2L 1ST SOUTHERN BAPTIST 1 | 41                            | 49                       |
| 0040 2L 1ST SOUTHERN BAPTIST 2 | 33                            | 48                       |
| 0041 2M PINTLALA VFD 1         | 123                           | 151                      |
| 0042 2M PINTLALA VFD 2         | 157                           | 193                      |
| 0077 4H N MONTGOMERY COMM 1    | 10                            | 1                        |
| 0078 4H N MONTGOMERY COMM 2    | 12                            | 3                        |
| 0079 4I UNION ACADEMY BAPT 1   | 40                            | 24                       |
| 0080 4I UNION ACADEMY BAPT 2   | 0                             | 0                        |
| 0081 4J UNION CHAPEL AME CH 1  | 35                            | 17                       |
| 0082 4J UNION CHAPEL AME CH 2  | 32                            | 18                       |
| 0091 4O WARES FERRY RD ELEM 1  | 20                            | 8                        |
| 0092 4O WARES FERRY RD ELEM 2  | 23                            | 6                        |
| 0095 5B SNOWDOWN WOMENS CLUB 1 | 18                            | 26                       |
| 0096 5B SNOWDOWN WOMENS CLUB 2 | 86                            | 102                      |
| 0097 5C STRATA CHURCH CHRIST 1 | 27                            | 40                       |
| 0098 5C STRATA CHURCH CHRIST 2 | 18                            | 26                       |
| 0099 5D RAMER PUBLIC LIBRARY 1 | 45                            | 103                      |
| 0100 5D RAMER PUBLIC LIBRARY 2 | 29                            | 50                       |
| 0101 5E FITZPATRICK ELEM SCH 1 | 21                            | 17                       |
| 0102 5E FITZPATRICK ELEM SCH 2 | 123                           | 96                       |
| 0103 5E FITZPATRICK ELEM SCH 3 | 52                            | 54                       |
| 0104 5F DAVIS CROSSROADS VFD 1 | 41                            | 80                       |
| 0105 5F DAVIS CROSSROADS VFD 2 | 6                             | 7                        |
| 0106 5G DUBLIN SO MO VFD 1     | 1                             | 13                       |
| 0107 5G DUBLIN SO MO VFD 2     | 46                            | 173                      |
| 0108 5H PINE LEVEL SO MO VFD 1 | 26                            | 27                       |
| 0109 5H PINE LEVEL SO MO VFD 2 | 68                            | 91                       |
| 0110 5I PIKE ROAD VFD 1        | 88                            | 107                      |
| 0111 5I PIKE ROAD VFD 2        | 76                            | 87                       |
| 0112 5J G. WASHINGTON SCH 1    | 293                           | 296                      |
| 0113 5J G. WASHINGTON SCH 2    | 266                           | 322                      |
| 0114 5K LAKEVIEW BAPTIST CH 1  | 3                             | 4                        |
| 0115 5K LAKEVIEW BAPTIST CH 2  | 3                             | 4                        |
| 0116 5L VAUGHN FOREST BAPT 1   | 32                            | 21                       |
| 0117 5L VAUGHN FOREST BAPT 2   | 43                            | 28                       |
| 0118 5L VAUGHN FOREST BAPT 3   | 37                            | 23                       |
| 0122 5N PETER CRUMP SCHOOL 1   | 0                             | 0                        |
| 0123 5N PETER CRUMP SCHOOL 2   | 0                             | 0                        |
| 0124 ABSENTEE VOTERS           | 59                            | 45                       |
| 0125 PROVISIONAL               | 2                             | 0                        |
| CANDIDATE TOTALS               | 2328                          | 2627                     |
| CANDIDATE PERCENT              | 46.98                         | 53.01                    |

32-1



Home Public Resources County Resources News About Us

## What is Self-Governance?

Self-Governance is a limited set of health and safety powers that voters can authorize for their county commissions. In counties with Self-Governance, local leaders have the ability to respond to citizen concerns and abate certain identified nuisances in unincorporated areas.

Nuisances that can be abated with Self-Governance are limited to: unsanitary sewage, noise, litter and rubbish, pollution, overgrown weeds, junkyards and animals.

## What isn't Self-Governance?

- It isn't home rule
- It isn't taxing authority
- It isn't planning, zoning or otherwise regulating land use

## Who has Self-Governance?

Voters in 20 Alabama counties have given their county commissions access to these limited additional health and safety powers: **Autauga, Baldwin, Barbour, Bullock, Cherokee, Colbert, Coosa, Dallas, DeKalb, Elmore, Escambia, Geneva, Jackson, Lee, Macon, Madison, Mobile, Monroe, Tuscaloosa and Winston.**

*"Good government is no substitute for self-government. "*  
**– Mahatma Gandhi**

## Self Government

is the belief that decisions affecting citizens at the local level are best made at the local level – where citizens have the best opportunity for input.

For more than 100 years, local control of local issues has been blocked because the power to make decisions – even local decisions – has largely rested in the halls of Alabama's State Legislature.

But a law enacted in 2005 (the Alabama Limited Self-Governance Act) gave Alabama citizens the ability to provide for purely local problems to be addressed at the local level. And the law only grants this authority when local voters grant the powers.



## What is a “nuisance”?

If approved by voters, the new Self-Governance Act authorizes county commissions to take legal actions to require those responsible to remove or correct a list of items that constitute a “nuisance”. The term “nuisance” is defined as one of the items listed below that works to “hurt, inconvenience or damage” an “ordinary reasonable” citizen.

The only items that can be considered a nuisance are specifically listed in the act and are:

- unsanitary sewage
- noise
- litter and rubbish
- pollution
- weeds
- junkyards
- and animals

In an effort to reduce confusion and insure that citizens are protected from unwarranted actions, the legislation also defines many of the items that can be considered a nuisance. For example:

**“Litter”** is defined as, “rubbish, refuse, waste material, garbage, dead animals or fowl, offal, paper, glass, cans, bottles, trash, scrap metal, debris, or any foreign substance of whatever kind and description, and whether or not it is of value. Any agricultural product in its natural state that is unintentionally deposited on a public highway, road, street, or public right-of-way shall not be deemed litter”.

**“Rubbish”** is defined as “solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit.”

**“Weeds”** are defined as “an abundance of overgrown grass or weeds” that “is injurious to the general public health, safety, and general welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests; or attaining heights and dryness that constitute a serious fire threat or hazard; or bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or hiding debris, such as broken glass or metal, that could inflict injury on a person going upon the property; or being unsightly”.

**“Junkyard”** is defined as property that creates a public health nuisance because it is being used for storing “old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material or for the maintenance or operation of an automobile graveyard”.

CDBG funds may be used to primarily benefit low and moderate income persons. Information to be presented regarding the upcoming FY 2015 grant cycle will include the anticipated amount of grant funds available, the range of eligible activities that may be undertaken, and discussion of possible projects for which the Montgomery County Commission should consider for submission an application to the State of Alabama requesting CDBG funds.

All citizens are invited and urged to attend and express their views regarding items outlined above.

Any person with a disability or communication impairment should contact the Montgomery County Commission at (334) 832-1210, if special accommodations are needed. The County will attempt to accommodate all reasonable requests.

#### End of Public Hearing Notice

Chairman Dean opened the public hearing and asked if anyone in the audience wanted to speak regarding close out of CDBG Project No. CY-CM-RR-12-005, and FY 2015 CDBG application consideration. Community Development Specialist Leslie York, Central Alabama Regional Planning and Development Commission, stated that the project for the Eastwood Villa Community went exceptionally well. She stated that they will amend the original grant with the state to reduce the set number of beneficiaries from 54 to 38. She added that Montgomery County Commission will de-obligate \$755.96 back to the State of Alabama, as those funds were not expended toward housing rehabilitation activities. Commissioner Hall thanked Ms. York for all her hard work and diligence with this project. Ms. York noted that Montgomery County is also eligible for 2015 funding. She explained that the purpose of the public hearing for the grant application consideration is to get input from the community, to inform them of what ahead, and to let the state know that we are informing the community. She asked if there were any comments from the community on what is important and no one responded. She said that the next grant maximum will be \$350,000, with a 10% match from the County and added that Montgomery County Commission will choose what they would like the next project to be. Ms. York closed by thanking the Commission and stated that there is a flyer and an attendance roster in the back of the room. Chairman Dean thanked Ms. York and then declared the Public Hearing closed.

#### NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION CALLING FOR A LOCAL REFERENDUM TO BE HELD DURING THE GENERAL ELECTION ON NOVEMBER 8, 2016. ON THE QUESTION OF WHETHER THE HEALTH AND SAFETY POWERS AUTHORIZED IN ACT NO. 2005-200 SHALL BE EFFECTIVE IN MONTGOMERY COUNTY.

Administrator Mims presented the following memorandum and resolution:

March 12, 2015

#### MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Resolution regarding Limited Self-Governance

The Montgomery County Commission, at its meeting on March 2, 2015, agreed to place on the next agenda a Resolution by the Commission calling for a local referendum to be held during the next General Election on the question of whether the health and safety powers authorized in Act Number 2005-200 shall be effective in Montgomery County.

I am requesting that the Commission adopt this resolution.

Attachment

End of Memorandum

#### RESOLUTION

WHEREAS, "The Alabama Limited Self-Governance Act" (Ala. Code § 11-3A-1 et seq.) authorizes the county commission to exercise certain health and safety powers in the unincorporated areas of the county upon passage of a local referendum in which the qualified voters in the unincorporated areas of the county approved the exercise of these powers by the county commission; and

WHEREAS, health and safety powers that can be abated with The Alabama Limited Self-Governance Act are limited to the following identified nuisances in unincorporated areas: unsanitary sewage, noise, litter and rubbish, pollution, overgrown weeds, junkyards and animals; and

WHEREAS, a local referendum calling for Montgomery County Self-Governance, which will allow the commission to address these health and safety issues, may be called by the county commission upon resolution adopted by a majority of its members, with such referendum to be held in conjunction with the general, or special election held for another purpose; and

WHEREAS, if the Montgomery County Limited Self-Governance Act is approved by a majority of the qualified electors in the unincorporated areas of the county at a local referendum on the question, the county commission will be authorized to adopt ordinances on health and safety issues related to the abatement of weeds, the control of animals, the control of litter, the control of junkyards, and the abatement of noise nuisances, unsanitary sewage, or pollution set out above; and

WHEREAS, voters in 21 Alabama counties have passed the Limited Self-Governance Act in their own counties, with those being: Autauga, Baldwin, Barbour, Bullock, Cherokee, Colbert,

Coosa, Dallas, DeKalb, Elmore, Escambia, Geneva, Jackson, Lee, Macon, Madison, Mobile, Monroe, Russell, Tuscaloosa and Winston; and

WHEREAS, the Montgomery County Commission believes that it is in the best interests of the county that the county commission be authorized to address some or all of the important health and safety issues set out in the Act; and

WHEREAS, the Montgomery County Commission desires to grant its citizens in the unincorporated areas of the county an opportunity to vote on whether to grant the county commission the authority to address these health and safety concerns within the unincorporated areas of the county; and

WHEREAS, based upon the foregoing, the Montgomery County Commission has adopted this resolution calling for a local referendum on this issue by a majority of the county commission.

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION, that it does hereby call for a local referendum to be held on the question of whether the health and safety powers authorized in Ala. Code § 11-3A-1 et seq. shall be effective in Montgomery County, with such referendum to be held during the general election on Tuesday, November 8, 2016.

BE IT FURTHER RESOLVED that copies of this resolution be immediately forwarded to the judge of probate and sheriff's office with instructions to include this local referendum on the ballot for the general election to be held on November 8, 2016.

We hereby certify that the above  
Resolution was adopted by the  
Montgomery County Commission  
on this, the 16th day of March, 2015.

End of Resolution

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

**ROLLING HILLS/LAKES VOLUNTEER FIRE DEPARTMENT – APPROVED BOARD  
MEMBER APPOINTMENTS**

Administrator Mims presented the following memorandum:

March 12, 2015

**MEMORANDUM**

TO: Montgomery County Commission

**ACT No. 2005-200**

1 SB129

2 72791-4

3 By Senators Barron, Figures, McClain, Penn, Little (T), Ross,  
4 Denton, and Roberts

5 RFD: Economic Expansion and Trade

6 First Read: 01-FEB-05



SB129

ENROLLED, An Act,

Relating to counties; to authorize the several counties to exercise additional powers under certain conditions; to provide for the approval of licenses to sell alcoholic beverages of certain counties; and to provide that this act would be effective in a county only upon approval at a referendum in the county.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall be known as "~~The Alabama Limited Self-Governance Act~~".

Section 2. (a) Except where otherwise specifically prohibited or provided for either heretofore or hereafter by general law or the constitution of this state and subject to the procedures and limitations set out in this act, the county commission of a county may provide for its property and affairs; and for the public welfare, health, and safety of the citizens throughout the unincorporated areas of the county by exercising certain powers for the protection of the county and public property under its control. The powers granted herein to provide for the public welfare, health, and safety of its citizens shall only include the following:

1           (1) Abatement of weeds as a public nuisance as  
2 defined in Section 11-67-60, Code of Alabama 1975.

3           (2) Subject to the provisions of Section 6-5-127,  
4 Code of Alabama 1975, control of animals and animal nuisances.

5           (3) Control of litter as defined in Section 13A-7-29  
6 (b), Code of Alabama 1975, or rubbish as defined in Section  
7 22-27-2 (4), Code of Alabama 1975.

8           (4) Junkyard control of areas which create a public  
9 nuisance because of an accumulation of items described in the  
10 definition of a junkyard under Section 11-80-10, Code of  
11 Alabama 1975.

12           (5) Subject to the provisions of Section 6-5-127,  
13 Code of Alabama 1975, abatement of noise, unsanitary sewage,  
14 or pollution creating a public nuisance as defined in Sections  
15 6-5-120 and 6-5-121, Code of Alabama 1975.

16           (b) Except as provided in subsection (h), the  
17 process for implementation of the powers set out in subsection  
18 (a) may be authorized by resolution of the majority of the  
19 county commission or in response to a petition signed by 10  
20 percent of the total number of qualified electors of the  
21 county who reside in the unincorporated areas of the county. A  
22 petition shall only be accepted if signed by 10 percent of the  
23 total number of qualified electors who reside in the  
24 unincorporated areas of the county. The petition shall include  
25 the full legal names and addresses of all persons signing the

1 petition and shall be filed in the office of the judge of  
2 probate. The judge of probate shall within 60 days verify that  
3 all of the persons signing the petition are in fact qualified  
4 electors and legal residents of the unincorporated areas of  
5 the county and shall immediately thereafter forward the  
6 petition to the chairperson of the county commission.  
7 Following receipt of the verified petition, the county  
8 commission shall, at its next regularly scheduled meeting,  
9 make preparations for the referendum on the issue as set out  
10 in Section 4.

11 (c) The powers granted to a county commission by  
12 this act shall not be construed to extend to any matters which  
13 the Legislature by general law has heretofore preempted by  
14 operation of law and the powers granted by this act shall not  
15 be limited or superseded by local law enacted after the  
16 effective date of this act. The legislative intent of this act  
17 is not to diminish any local law previously enacted and such  
18 local laws are to be read in para materia with this act. The  
19 county commission may adopt ordinances to effectuate the  
20 orderly implementation of the powers granted herein under the  
21 procedures set out in Section 3. Ordinances adopted by the  
22 county commission shall provide a process for notice to any  
23 persons cited for violation of such ordinance, and shall also  
24 include procedures for appeal to the county commission to  
25 contest any citation issued for an alleged violation of any

1 ordinance adopted by the county commission pursuant to this  
2 act.

3 (d) The powers granted to a county commission by  
4 this act shall not include any of the following:

5 (1) The authority of a county to levy or collect any  
6 tax, to levy or collect any fee except an administrative fee  
7 as provided in this act, or to implement a county land use  
8 plan or to establish and enforce planning and zoning.

9 (2) Any action extending the power of regulation  
10 over any business activity regulated by the federal Surface  
11 Transportation Board, the Public Service Commission, the  
12 Department of Agriculture and Industries, or the Department of  
13 Environmental Management beyond that authorized by general law  
14 or by the Constitution of Alabama of 1901.

15 (3) Any action affecting any court or the personnel  
16 thereof.

17 (4) Any action affecting any public school system.

18 (5) Any action affecting pari-mutuel betting or any  
19 pari-mutuel betting facility.

20 (6) Any action affecting in any manner the property,  
21 affairs, boundaries, revenues, powers, obligations,  
22 indebtedness, or government of a municipality or any municipal  
23 or public corporation organized pursuant to Chapter 50 of  
24 Title 11 of the Code of Alabama 1975.

1           (7) Any action affecting the private or civil law  
2 governing private or civil relationships, except as is  
3 incident to the exercise of an independent governmental power.

4           (8) Any action extending the power of regulation  
5 over the construction, maintenance, operation, or removal of  
6 facilities used in the generation, transmission, or  
7 distribution of water, sewer, gas, telecommunications, or  
8 electric utility services.

9           (9) Any action affecting the rights granted to an  
10 agricultural, manufacturing, or industrial plant or  
11 establishment, or farming operation pursuant to Section  
12 6-5-127, Code of Alabama 1975, or other general laws in effect  
13 on the effective date of this act or thereafter.

14           (10) Any action affecting or enforcing environmental  
15 easements or, except as authorized in Section 2, to abate a  
16 public nuisance, any use of private property otherwise  
17 authorized under the Constitution and laws of the state of  
18 Alabama.

19           (11) Any action restricting or regulating surface  
20 mining or underground mining activities that have been granted  
21 federal or state permits and any operation or facility engaged  
22 in the activities of processing or distributing any product or  
23 material resulting from the mining activity.

24           (e) Unless otherwise provided by general law, a  
25 county may not exercise any of the powers or provide any

1 service authorized by this act inside the corporate limits of  
 2 any municipality or within any other territory in which a  
 3 municipality or an instrumentality of a municipality is  
 4 authorized by general law to exercise the power or provide  
 5 those services, or within any other county, except by contract  
 6 with the municipality, municipal instrumentality, or county  
 7 affected.

8 (f) Nothing in this act shall be construed to grant  
 9 the county commission of a county any general authority to  
 10 establish or adopt a comprehensive plan for zoning or land use  
 11 regulation in the unincorporated areas of the county or to  
 12 grant any taxing authority except as otherwise provided for by  
 13 law.

14 (g) This act shall not preclude municipal utilities  
 15 from expanding into the county as otherwise provided by law  
 16 and shall not grant counties the authority to govern or  
 17 regulate municipal water and sewer systems which operate  
 18 within the county.

19 (h) In counties with a Class 3 municipality with a  
 20 county commission which is presided over by a chairman elected  
 21 countywide, a four-fifths majority vote of the county  
 22 commission members elected by single member districts shall be  
 23 required for the implementation of this act by the commission  
 24 pursuant to subsection (b) of Section 2 and Section 5 and such  
 25 four-fifths majority vote shall also be required on all

1 matters related to the utilization of the powers granted under  
2 this act.

3 (i) Nothing in this act shall be construed to allow  
4 a county commission to expend any county funds for any  
5 improvement on private property.

6 Section 3. (a) Following the notice requirements set  
7 out in subsection (b), the county commission, by majority  
8 vote, may adopt ordinances for the implementation and  
9 enforcement of the powers set out in Section 2. The county  
10 commission, in its discretion, may hold a separate public  
11 hearing on the adoption of the proposed ordinances except the  
12 vote on approval of a proposed ordinance shall be taken only  
13 at a regularly scheduled county commission meeting and only  
14 following notice as set out in subsection (b). The style of  
15 all ordinances shall be, "Be it ordained by the \_\_\_\_\_  
16 County Commission as follows:" inserting the name of the  
17 county as the case may be.

18 All ordinances adopted by the county commission  
19 pursuant to this act shall be kept in a separate book  
20 maintained in the county commission office and on a county  
21 maintained website if one is available, and shall be available  
22 at all times for public inspection.

23 (b) Prior to the adoption of any ordinance pursuant  
24 to subsection (a), the county commission shall post notice of  
25 its intention to consider the adoption of the ordinance at the

1 courthouse and at any other place it determines appropriate  
2 for a period of no less than 30 days. Notice shall also be  
3 published at least twice beginning three weeks prior to the  
4 county commission meeting at which the matter will be  
5 addressed in all newspapers published in the county that are  
6 authorized to publish legal advertisements. All notices shall  
7 state the date, time, and location of the meeting at which the  
8 proposed ordinance will be considered and shall advise where  
9 copies of all proposed ordinances may be obtained for review.

10 (c) Subject to any limitations set out in the  
11 constitution or the general laws of this state, the county  
12 commission may utilize the ordinance procedure in this section  
13 to establish administrative fees only for the purpose of  
14 administering the powers in subsection (a) of Section 2, which  
15 shall not exceed the actual cost of the implementation and  
16 enforcement of any ordinance adopted under authority granted  
17 herein.

18 (d) The powers granted in this act shall not be  
19 construed to authorize any assessments, rates, charges, fees  
20 for services, or other similar monetary impositions not  
21 constituting taxes to be made or imposed against any person or  
22 property, unless the services related to the assessments,  
23 rates, charges, fees for services, or other similar monetary  
24 impositions may be provided to the person or the powers  
25 related thereto may be exercised with respect to the property.

1           (e) The county commission may establish and enforce  
2 administrative and civil penalties, including fines, for the  
3 enforcement of ordinances adopted under authority granted in  
4 this act. The fine shall not exceed one hundred fifty dollars  
5 (\$150). Each day the violation continues shall constitute a  
6 separate offense, however, the total fine shall not exceed  
7 five thousand dollars (\$5,000). The ordinances, including any  
8 penalties and fines, shall be adopted in accordance with the  
9 procedures set out in subsections (a) and (b) of Section 3 of  
10 this act. All fines and penalties collected shall be paid into  
11 the county general fund of the county and earmarked for the  
12 administration of the ordinances adopted pursuant to this act.  
13 Compliance may also be pursued through civil or equitable  
14 action filed in the circuit court of the county seeking  
15 injunctive relief or other appropriate remedy.

16           Section 4. This section shall apply to any county  
17 with a Class III municipality that has an elected county  
18 commission chair.

19           (a) All other provisions of law, rules, or  
20 regulations to the contrary notwithstanding, the Alabama  
21 Alcoholic Beverage Control Board may not issue in the  
22 unincorporated area of any applicable county any form of  
23 license, including, but not limited to, off-premise  
24 consumption licenses, restaurant licenses, or club licenses,  
25 for the retail sale of any form of intoxicating beverages,

1 including, but not limited to, malt liquor, beer, wine,  
2 liquor, or other alcoholic beverage regulated by the board,  
3 unless one of the following requirements are satisfied:

4 (1) The application has first been approved by the  
5 county commission.

6 (2) The denial of approval by the county commission  
7 has been set aside by order of the circuit court of the county  
8 on the grounds that approval by the county commission was  
9 arbitrarily or capriciously denied without a showing of one of  
10 the following:

11 a. The creation of a nuisance.

12 b. Circumstances clearly detrimental to or which  
13 would adversely affect the public health, safety, and welfare  
14 of the adjacent residential neighborhoods.

15 c. A violation of applicable zoning restrictions or  
16 regulations.

17 d. An individual applying for the license has a  
18 prior conviction involving the use of alcohol or a controlled  
19 substance.

20 e. The proximity of the business to a school or  
21 child care facility and the business hours of the operation  
22 will create a harmful environment for the children.

23 f. The traffic congestion created by licensing the  
24 proposed location will endanger others.

25 g. Any other reason that poses a risk.

(b) A proceeding in the circuit court to review an action of the county commission denying approval of an application shall be an expedited de novo proceeding heard by a circuit judge without a jury who shall consider any testimony presented by the county commission and any new evidence presented in explanation or contradiction of the testimony. Any proceeding to review the denial of approval of a license application shall be commenced within 14 days of the action by the county commission and shall be set for hearing by the court within 30 days thereafter.

(c) Notwithstanding any other provision of law, the county commission may adopt ordinances regulating the location of retail licenses for the sale of alcoholic beverages.

Section 5. The powers authorized under this act shall be effective in a county only after an affirmative vote of a majority of the qualified electors of the county residing in the unincorporated areas of the county and voting in a referendum election held on the question of whether the powers authorized under this act shall be effective in the county. Except as provided in subsection (h), the election shall be called upon resolution adopted by affirmative vote of the majority of the members of the county commission. The referendum election shall be conducted in accordance with the election laws of the state and may be held only in conjunction with a primary, general, or special election held for another

1 purpose in the county. In no case may any election authorized  
2 by this act be held more often than once every 48 months.

3 Section 6. Except as provided in subsection (h),  
4 the county commission of a county shall call for a referendum  
5 election on the repeal of the application of the powers  
6 authorized under this act in the county following a resolution  
7 of the majority of the county commission or in response to a  
8 petition signed by 10 percent of the total number of qualified  
9 electors of the county who reside in the unincorporated areas  
10 of the county requesting that the application of the powers  
11 authorized under this act in the county be repealed. The  
12 procedures for calling and holding a referendum election  
13 provided in Section 2 and Section 4 shall also apply to a  
14 referendum election for the repeal of the application of the  
15 powers authorized under this act in the county.

16 Section 7. Act 562, 1953 Regular Session (Acts 1953,  
17 p. 799); Act 463, 1957 Regular Session (Acts 1957, p. 630);  
18 Act 716, 1957 Regular Session (Acts 1957, p. 1112); Act  
19 87-758, 1987 Regular Session (Acts 1987, p. 1479); Act 89-527,  
20 1989 Regular Session (Acts 1989, p. 1077); and Act 91-193,  
21 1991 Regular Session (Acts 1991, p. 354), which are local acts  
22 applicable to Jefferson County only, shall remain in full  
23 force and effect following the enactment of this act, and  
24 shall constitute the exclusive regulatory authority to be  
25 exercised by the Jefferson County Commission in regard to any

1 powers that would otherwise be granted in this act. Nothing  
2 authorizing the Jefferson County Commission to exercise any  
3 power in this act shall apply unless the local act named above  
4 relating to the power is specifically repealed by separate  
5 local act of the Legislature.

6 Section 8. This act shall become effective  
7 immediately following its passage and approval by the  
8 Governor, or its otherwise becoming law.

1

2

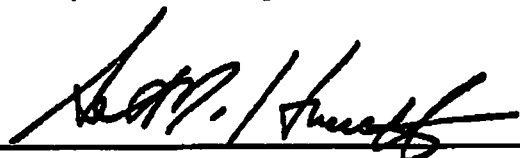
3

4

  
President and Presiding Officer of the Senate

5

6

  
Speaker of the House of Representatives

7

SB129

8

Senate 15-FEB-05

9

I hereby certify that the within Act originated in and passed  
the Senate, as amended.

10

11

12

13

14

McDowell Lee  
Secretary

15

16

17

House of Representatives  
Amended and passed 16-MAY-05

18

19

20

21

Senate concurred in House amendment 16-MAY-05

22

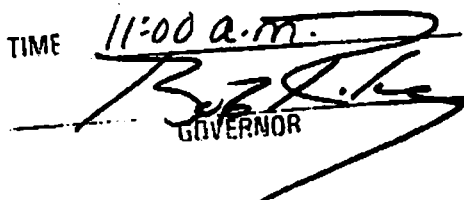
23

24

By: Senator Barron

APPROVED 05/26/05

TIME 11:00 a.m.

  
GOVERNOR

# UPCOMING BIDS/CONTRACT RENEWALS

| <u>Month</u>   | <u>Contract No.</u> | <u>Item</u>                 | <u>Department</u>   | <u>Vendor</u>         | <u>Renewal Date</u> | <u>Rebid Date</u> |
|----------------|---------------------|-----------------------------|---------------------|-----------------------|---------------------|-------------------|
| <u>AUGUST</u>  |                     |                             |                     |                       |                     |                   |
|                | 51100-13B-024       | Pest Control Services       | County Commission   | Topco Pest Control    |                     | August 31, 2016   |
|                | 51965-14B-014       | Internet Services           | Information Systems | TW Telecom of Alabama |                     | August 31, 2017   |
| <u>SEPT</u>    |                     |                             |                     |                       |                     |                   |
|                | 51901-14B-022       | Preventive Maintenance      | Support Service     | Climate Services      | Sept. 14, 2016      | Sept. 14, 2017    |
|                | 51901-14B-023       | Preventive Maintenance      | Youth Facility      | Climate Services      |                     | Sept. 14, 2016    |
|                | 52110-13B-027       | Oil Service & Tire          | Sheriff's Office    | J. Wrights            |                     | Sept. 30, 2016    |
|                | 53300-13B-029       | Metal Pipe                  | Engineering         | Contech Construction  |                     | Sept. 30, 2016    |
|                | 53300-13B-030       | Concrete Pipe               | Engineering         | Hanson Pipe           |                     | Sept. 30, 2016    |
| <u>OCTOBER</u> |                     |                             |                     |                       |                     |                   |
|                | 51100-15B-033       | Clean Saturday Trash Pickup | County Commission   | Sea Coast Disposal    | Oct. 31, 2016       | Oct. 31, 2018     |
|                | 52200-14B-024       | Commissary & Trust          | Detention Facility  | Keefe Commissary      |                     | Oct. 31, 2017     |

**MONTGOMERY COUNTY COMMISSION  
SHERIFF PROCESS FEE COLLECTION COMPARISON  
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

**New Fee so no revenue in prior years**

| <b>Month Deposited</b> | <b>FY 2016 Collections</b> |
|------------------------|----------------------------|
| <b>OCTOBER</b>         | <b>40,638</b>              |
| <b>NOVEMBER</b>        | <b>40,673</b>              |
| <b>DECEMBER</b>        | <b>35,655</b>              |
| <b>JANUARY</b>         | <b>40,131</b>              |
| <b>FEBRUARY</b>        | <b>39,769</b>              |
| <b>MARCH</b>           | <b>35,100</b>              |
| <b>APRIL</b>           | <b>47,475</b>              |
| <b>MAY</b>             | <b>34,074</b>              |
| <b>JUNE</b>            | <b>34,011</b>              |
| <b>JULY</b>            | <b>44,820</b>              |
| <b>AUGUST</b>          | <b>36,304</b>              |
| <b>SEPTEMBER</b>       | <b>0</b>                   |
| <b>TOTAL</b>           | <b>428,651</b>             |

|                               |                    |
|-------------------------------|--------------------|
| <b>Budgeted Revenue</b>       | <b>\$1,000,000</b> |
| <b>Budget Trend (Deficit)</b> | <b>(\$532,381)</b> |

**MONTGOMERY COUNTY COMMISSION**  
**TOTAL SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out**  
**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**  
**(Better Presentation For Comparison To City Collections)**

**FY 16 Compared to FY 15**

| Month Taxes Deposited | FY 16 County Collections at 1.5% | FY 15 County Collections at 1.5% | Difference  | %        | FY 14 County Collections at 1.5% | FY 13 County Collections at 1.5% | FY 10 County Collections at 1.5% | FY 07 Total Collections at 1.5% |
|-----------------------|----------------------------------|----------------------------------|-------------|----------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|
| OCTOBER               | \$3,425,185.55                   | \$3,372,213.86                   | 52,972      | 1.57%    | \$3,253,940.96                   | \$3,105,048.69                   | \$2,899,346.96                   | \$3,516,665.11                  |
| NOVEMBER              | \$3,472,817.35                   | \$3,488,968.43                   | (16,151)    | -0.46%   | \$3,227,375.17                   | \$3,134,538.46                   | \$2,835,012.76                   | \$3,354,320.41                  |
| DECEMBER              | \$3,390,391.08                   | \$3,406,586.61                   | (16,196)    | -0.48%   | \$3,291,226.12                   | \$3,263,054.64                   | \$2,918,331.65                   | \$3,315,241.33                  |
| JANUARY               | \$4,247,131.95                   | \$4,107,866.90                   | 139,265     | 3.39%    | \$3,858,396.45                   | \$3,919,183.42                   | \$3,697,271.38                   | \$4,471,028.60                  |
| FEBRUARY              | \$3,243,886.72                   | \$3,193,876.31                   | 50,010      | 1.57%    | \$2,918,926.11                   | \$3,014,487.73                   | \$2,840,648.74                   | \$3,379,040.47                  |
| MARCH                 | \$3,492,052.67                   | \$3,389,228.94                   | 102,824     | 3.03%    | \$3,399,717.29                   | \$3,094,307.58                   | \$3,043,633.87                   | \$3,331,995.45                  |
| APRIL                 | \$3,875,222.49                   | \$3,764,834.62                   | 110,388     | 2.93%    | \$3,603,674.96                   | \$3,583,428.14                   | \$3,503,840.63                   | \$3,856,834.56                  |
| MAY                   | \$3,643,375.69                   | \$3,500,145.54                   | 143,230     | 4.09%    | \$3,305,893.80                   | \$3,287,020.85                   | \$3,115,779.99                   | \$3,463,717.40                  |
| JUNE                  | \$3,547,817.75                   | \$3,552,517.86                   | (4,700)     | -0.13%   | \$3,387,189.53                   | \$3,317,026.31                   | \$3,047,439.84                   | \$3,613,341.33                  |
| JULY                  | \$3,621,890.61                   | \$3,553,471.64                   | 68,419      | 1.93%    | \$3,488,643.93                   | \$3,313,189.60                   | \$3,121,260.19                   | \$3,627,299.60                  |
| AUGUST                |                                  | \$3,467,854.08                   | (3,467,854) | -100.00% | \$3,317,443.52                   | \$3,152,143.53                   | \$3,055,054.29                   | \$3,355,083.13                  |
| SEPTEMBER             |                                  | \$3,431,677.74                   | (3,431,678) | -100.00% | \$3,319,856.40                   | \$3,295,056.53                   | \$2,988,779.27                   | \$3,500,110.08                  |
| Year to Date          | \$35,959,771.86                  | \$35,329,710.71                  | 630,061     | 1.78%    | \$40,372,284.24                  | \$39,478,485.48                  | \$37,066,399.57                  | \$42,784,677.47                 |

**FY TOTALS \$42,229,242.53**

**NOTES:**

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY 2013, FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY 2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011, 2012 or 2013. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

Note: Current Month July 2016 Collections Include \$21,247.93 Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Include \$24,649.17 For SSUT General Fund Collections To Date Through July 31, 2016.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$83,060.37 (or 60% of \$138,433.95) Remitted In July 2016 By Taxpayer ID#7647.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$16,369.34 (or 60% of \$27,282.23) Remitted In July 2016 By Taxpayer ID#47335.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$15,256.33 (or 60% of \$25,427.21) Remitted In July 2016 By Taxpayer ID#4470.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$46,178.32 (or 60% of \$76,963.86) Remitted In July 2016 By Taxpayer ID#7038.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$19,693.24 (Or 60% Of \$32,822.07) Remitted In July 2015 By Taxpayer ID#47460.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$6,559.88 (Or 60% Of \$10,933.13) Remitted In July 2015 By Taxpayer ID#48006.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$83,060.37 (Or 60% Of \$138,433.95) Remitted In July 2016 By Taxpayer ID#7647.

**MONTGOMERY COUNTY COMMISSION**  
**TOTAL SALES TAX COLLECTION COMPARISON-Same As the Past**  
**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

**FY 16 Compared to FY 15**

| Month Taxes Deposited | FY 16 County Collections at 1.5% | FY 15 County Collections at 1.5% | Difference  | %        | FY 14 County Collections at 1.5% | FY 13 County Collections at 1.5% | FY 10 County Collections at 1.5% | FY 07 Total Collections at 1.5% |
|-----------------------|----------------------------------|----------------------------------|-------------|----------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|
| OCTOBER               | \$3,454,774.02                   | \$3,394,359.13                   | 60,415      | 1.78%    | \$3,280,219.93                   | \$3,142,293.68                   | \$2,939,534.46                   | \$3,516,665.11                  |
| NOVEMBER              | \$3,487,541.79                   | \$3,624,138.56                   | (136,597)   | -3.77%   | \$3,360,233.90                   | \$3,189,307.86                   | \$2,850,712.59                   | \$3,354,320.41                  |
| DECEMBER              | \$3,428,684.54                   | \$3,450,114.82                   | (21,430)    | -0.62%   | \$3,302,563.59                   | \$3,272,129.39                   | \$2,863,389.45                   | \$3,315,241.33                  |
| JANUARY               | \$4,271,023.33                   | \$4,148,886.31                   | 122,137     | 2.94%    | \$3,866,244.98                   | \$3,931,474.14                   | \$3,707,672.59                   | \$4,471,028.60                  |
| FEBRUARY              | \$3,299,077.27                   | \$3,210,816.61                   | 88,261      | 2.75%    | \$2,939,651.95                   | \$3,049,192.57                   | \$2,848,671.98                   | \$3,379,040.47                  |
| MARCH                 | \$3,533,309.84                   | \$3,399,389.82                   | 133,920     | 3.94%    | \$3,426,651.88                   | \$3,131,421.86                   | \$3,061,962.18                   | \$3,331,995.45                  |
| APRIL                 | \$3,912,863.95                   | \$3,864,957.27                   | 47,907      | 1.24%    | \$3,823,236.56                   | \$3,599,524.70                   | \$3,529,396.01                   | \$3,856,834.56                  |
| MAY                   | \$3,672,532.46                   | \$3,610,671.96                   | 61,861      | 1.71%    | \$3,325,763.15                   | \$3,299,131.70                   | \$3,146,504.02                   | \$3,463,717.40                  |
| JUNE                  | \$3,578,988.60                   | \$3,589,684.79                   | (10,696)    | -0.30%   | \$3,410,641.51                   | \$3,346,454.43                   | \$3,098,242.43                   | \$3,613,341.33                  |
| JULY                  | \$3,815,430.38                   | \$3,790,269.37                   | 25,161      | 0.66%    | \$3,628,315.87                   | \$3,349,663.44                   | \$3,171,968.28                   | \$3,627,299.60                  |
| AUGUST                |                                  | \$3,482,711.20                   | (3,482,711) | -100.00% | \$3,419,724.55                   | \$3,153,053.75                   | \$2,942,105.45                   | \$3,355,083.13                  |
| SEPTEMBER             |                                  | \$3,460,884.04                   | (3,460,884) | -100.00% | \$3,444,583.38                   | \$3,292,477.17                   | \$3,028,207.58                   | \$3,500,110.08                  |
| Year to Date          | \$36,454,226.18                  | \$36,083,288.64                  | 370,938     | 1.03%    | \$41,227,831.25                  | \$39,756,124.69                  | \$37,188,367.02                  | \$42,784,677.47                 |

**FY TOTALS \$43,026,883.88**

Note: Current Month July 2016 Collections Include \$21,247.93 Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Include \$24,649,17 For SSUT General Fund Collections To Date Through July 31, 2016.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$83,060.37 (or 60% of \$138,433.95) Remitted In July 2016 By Taxpayer ID#7647.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$16,369.34 (or 60% of \$27,282.23) Remitted In July 2016 By Taxpayer ID#47335.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$15,256.33 (or 60% of \$25,427.21) Remitted In July 2016 By Taxpayer ID#4470.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$46,178.32 (or 60% of \$76,963.86) Remitted In July 2016 By Taxpayer ID#7038.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$19,693.24 (Or 60% Of \$32,822.07) Remitted In July 2015 By Taxpayer ID#47460.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$6,559.88 (Or 60% Of \$10,933.13) Remitted In July 2015 By Taxpayer ID#48006.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$83,090.37 (Or 60% Of \$138,483.95) Remitted In July 2015 By Taxpayer ID#7647.

372

MONTGOMERY COUNTY COMMISSION  
MONTGOMERY COUNTY SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out  
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016  
(Better Presentation For Comparison To City Collections)

FY 16 Compared to FY 15

| Month Taxes Deposited | FY 16 County Collections at 1.0% | FY 15 County Collections at 1.0% | Difference  | %        | FY 14 County Collections at 1.0% | FY 13 County Collections at 1.0% | FY 10 Total Collections at 1.0% | FY 07 Total Collections at 1.0% |
|-----------------------|----------------------------------|----------------------------------|-------------|----------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|
| OCTOBER               | \$2,266,642.57                   | \$2,225,694.19                   | 40,948      | 1.84%    | \$2,140,563.20                   | \$2,035,268.61                   | \$1,893,218.08                  | \$2,336,878.89                  |
| NOVEMBER              | \$2,308,685.19                   | \$2,307,237.48                   | 1,448       | 0.06%    | \$2,123,088.19                   | \$2,050,214.94                   | \$1,855,446.45                  | \$2,241,537.84                  |
| DECEMBER              | \$2,236,706.66                   | \$2,256,396.51                   | (19,690)    | -0.87%   | \$2,169,555.98                   | \$2,156,268.11                   | \$1,906,191.19                  | \$2,174,549.44                  |
| JANUARY               | \$2,821,172.62                   | \$2,711,194.29                   | 109,978     | 4.06%    | \$2,559,366.17                   | \$2,608,733.79                   | \$2,426,650.42                  | \$2,967,724.05                  |
| FEBRUARY              | \$2,144,517.71                   | \$2,094,244.71                   | 50,273      | 2.40%    | \$1,944,321.08                   | \$1,968,248.59                   | \$1,852,039.84                  | \$2,253,143.01                  |
| MARCH                 | \$2,301,627.89                   | \$2,225,802.98                   | 75,825      | 3.41%    | \$2,243,986.50                   | \$2,022,402.12                   | \$1,987,878.13                  | \$2,203,462.52                  |
| APRIL                 | \$2,551,583.97                   | \$2,480,564.76                   | 71,019      | 2.86%    | \$2,377,920.10                   | \$2,349,908.28                   | \$2,295,451.42                  | \$2,552,776.74                  |
| MAY                   | \$2,396,336.01                   | \$2,304,330.43                   | 92,006      | 3.99%    | \$2,216,594.87                   | \$2,151,387.07                   | \$2,035,714.92                  | \$2,290,604.35                  |
| JUNE                  | \$2,338,747.23                   | \$2,338,958.13                   | (211)       | -0.01%   | \$2,243,196.38                   | \$2,170,841.10                   | \$1,989,820.56                  | \$2,391,375.92                  |
| JULY                  | \$2,372,404.92                   | \$2,340,193.39                   | 32,212      | 1.38%    | \$2,309,266.99                   | \$2,170,477.57                   | \$2,043,667.02                  | \$2,413,981.16                  |
| AUGUST                |                                  | \$2,280,174.47                   | (2,280,174) | -100.00% | \$2,192,463.54                   | \$2,131,173.21                   | \$1,996,633.51                  | \$2,231,903.25                  |
| SEPTEMBER             |                                  | \$2,260,947.17                   | (2,260,947) | -100.00% | \$2,187,947.94                   | \$2,183,146.41                   | \$1,953,355.70                  | \$2,342,155.12                  |
| Year to Date          | \$23,738,424.77                  | \$23,284,616.87                  | 453,808     | 1.95%    | \$26,708,270.94                  | \$25,998,069.80                  | \$24,236,067.24                 | \$28,400,092.29                 |

FY TOTALS \$27,825,738.51

NOTES:

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

Note: Current Month July 2016 Collections Do Not Include Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Does Include \$2,267.50 For SSUT Collections To Date Through July 31, 2016 For 40% Of SSUT Collections Received In FY 16 Through May 31, 2016.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$55,373.58 (or 40% of \$138,433.95) Remitted In July 2016 By Taxpayer ID#7647.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$10,912.89 (or 40% of \$27,282.23) Remitted In July 2016 By Taxpayer ID#47335.

Note: Current Month July 2016 Collections Do Not Include Extraordinary Receipts Of \$10,170.88 (or 40% of \$25,427.21) Remitted In July 2016 By Taxpayer ID#4470.

Note: Current Month July 2016 Do Not Collections Include Extraordinary Receipts Of \$30,785.54 (or 40% of \$76,963.86) Remitted In July 2016 By Taxpayer ID#7038.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$13,128.83 (Or 40% Of \$32,822.07) Remitted In July 2015 By Taxpayer ID#47460.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$4,373.25 (Or 40% Of \$10,933.13) Remitted In July 2015 By Taxpayer ID#48006.

Note: Prior Year July 2015 Collections Did Not Include Extraordinary Receipts Of \$55,393.58 (Or 40% Of \$138,483.95) Remitted In July 2015 By Taxpayer ID#7647.

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**MONTGOMERY COUNTY COMMISSION**  
**MONTGOMERY COUNTY SCHOOL BOARD SALES TAX COLLECTION COMPARISON-Same Presentation as the Past**  
**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

**FY 16 Compared to FY 15**

| Month Taxes Deposited | FY 16 County Collections at 1.0% | FY 15 County Collections at 1.0% | Difference  | %        | FY 14 County Collections at 1.0% | FY 13 County Collections at 1.0% | FY 10 Total Collections at 1.0% | FY 07 Total Collections at 1.0% |
|-----------------------|----------------------------------|----------------------------------|-------------|----------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|
| OCTOBER               | \$2,286,368.22                   | \$2,239,274.92                   | 47,093      | 2.10%    | \$2,158,082.51                   | \$2,059,868.92                   | \$1,920,009.74                  | \$2,336,878.89                  |
| NOVEMBER              | \$2,316,642.62                   | \$2,397,350.91                   | (80,708)    | -3.37%   | \$2,211,660.67                   | \$2,073,083.78                   | \$1,865,913.01                  | \$2,241,537.84                  |
| DECEMBER              | \$2,261,187.29                   | \$2,285,416.32                   | (24,228)    | -1.06%   | \$2,175,889.07                   | \$2,161,032.89                   | \$1,869,563.07                  | \$2,174,549.44                  |
| JANUARY               | \$2,837,072.94                   | \$2,738,514.41                   | 98,559      | 3.60%    | \$2,563,030.73                   | \$2,616,927.60                   | \$2,433,584.56                  | \$2,967,724.05                  |
| FEBRUARY              | \$2,181,311.40                   | \$2,105,538.24                   | 75,773      | 3.60%    | \$1,930,503.86                   | \$1,991,385.15                   | \$1,857,388.66                  | \$2,253,143.01                  |
| MARCH                 | \$2,322,353.10                   | \$2,245,000.21                   | 77,353      | 3.45%    | \$2,261,069.69                   | \$2,074,146.97                   | \$2,000,097.00                  | \$2,203,462.52                  |
| APRIL                 | \$2,576,678.28                   | \$2,547,313.19                   | 29,365      | 1.15%    | \$2,524,294.50                   | \$2,360,555.16                   | \$2,312,488.34                  | \$2,552,776.74                  |
| MAY                   | \$2,413,850.78                   | \$2,378,014.71                   | 35,836      | 1.51%    | \$2,229,841.11                   | \$2,159,460.97                   | \$2,056,197.60                  | \$2,290,604.35                  |
| JUNE                  | \$2,359,527.79                   | \$2,363,736.09                   | (4,208)     | -0.18%   | \$2,233,171.70                   | \$2,183,872.05                   | \$2,032,869.37                  | \$2,391,375.92                  |
| JULY                  | \$2,527,504.00                   | \$2,498,058.55                   | 29,445      | 1.18%    | \$2,402,381.61                   | \$2,194,793.45                   | \$2,095,198.37                  | \$2,413,981.16                  |
| AUGUST                |                                  | \$2,290,079.21                   | (2,290,079) | -100.00% | \$2,260,650.90                   | \$2,131,451.32                   | \$1,921,334.27                  | \$2,231,903.25                  |
| SEPTEMBER             |                                  | \$2,283,189.10                   | (2,283,189) | -100.00% | \$2,271,099.25                   | \$2,178,821.22                   | \$1,979,641.24                  | \$2,342,155.12                  |
| Year to Date          | \$24,082,496.42                  | \$23,798,216.55                  | 284,280     | 1.19%    | \$27,221,675.60                  | \$26,185,399.48                  | \$24,344,285.23                 | \$28,400,092.29                 |

**FY TOTALS \$28,371,484.86**

Note: Current Month July 2016 Collections Do Not Include Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Does Include \$2,267.50 For SSUT Collections To Date Through July 31, 2016 For 40% Of SSUT Collections Received In FY 16 Through May 31, 2016.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$55,373.58 (or 40% of \$138,433.95) Remitted In July 2016 By Taxpayer ID#7647.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$10,912.88 (or 40% of \$27,282.23) Remitted In July 2016 By Taxpayer ID#47335.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$10,170.88 (or 40% of \$25,427.21) Remitted In July 2016 By Taxpayer ID#4470.

Note: Current Month July 2016 Collections Include Extraordinary Receipts Of \$30,785.54 (or 40% of \$76,963.86) Remitted In July 2016 By Taxpayer ID#7038.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$13,128.83 (Or 40% Of \$32,822.07) Remitted In July 2015 By Taxpayer ID#47460.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$4,373.25 (Or 40% Of \$10,933.13) Remitted In July 2015 By Taxpayer ID#48006.

Note: Prior Year July 2015 Collections Included Extraordinary Receipts Of \$55,393.58 (Or 40% Of \$138,483.95) Remitted In July 2015 By Taxpayer ID#7647.

37-4

**MONTGOMERY COUNTY COMMISSION**  
**TOTAL LODGING TAX COLLECTION COMPARISON**  
**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

| Month<br>Taxes<br>Deposited | FY 16 County<br>Collections<br>(Net of | FY 15 County<br>Collections<br>(Net of | Difference    | FY 16%<br>of FY 15 | FY 14 County<br>Collections<br>(Net of | FY 13 County<br>Collections<br>(Net of | FY 12 County<br>Collections<br>(Net of | FY 11 County<br>Collections<br>(Net of | FY 10 County<br>Collections<br>(Net of | FY 09 County<br>Collections<br>(Net of | FY 08 County<br>Collections<br>(Net of | FY 07 County<br>Collections |
|-----------------------------|----------------------------------------|----------------------------------------|---------------|--------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|-----------------------------|
| OCTOBER                     | \$210,404.70                           | \$202,931.97                           | \$7,472.73    | 3.68%              | \$125,810.01                           | \$130,518.53                           | \$129,788.39                           | \$90,450.70                            | \$76,167.78                            | \$90,394.00                            | \$85,389.00                            | \$96,766.68                 |
| NOVEMBER                    | \$228,350.62                           | \$203,853.15                           | \$24,497.47   | 12.02%             | \$134,418.39                           | \$129,403.01                           | \$136,865.64                           | \$97,820.73                            | \$83,493.00                            | \$91,018.26                            | \$82,912.00                            | \$89,391.10                 |
| DECEMBER                    | \$202,331.12                           | \$198,304.69                           | \$4,026.43    | 2.03%              | \$131,612.41                           | \$122,045.52                           | \$135,043.41                           | \$73,352.85                            | \$75,264.67                            | \$78,616.00                            | \$70,910.00                            | \$81,974.31                 |
| JANUARY                     | \$198,176.50                           | \$189,614.07                           | \$8,562.43    | 4.52%              | \$175,562.73                           | \$119,034.95                           | \$116,960.65                           | \$117,494.72                           | \$77,080.62                            | \$63,846.00                            | \$74,508.00                            | \$71,218.23                 |
| FEBRUARY                    | \$195,375.25                           | \$185,372.85                           | \$10,002.40   | 5.40%              | \$173,369.88                           | \$110,354.05                           | \$112,071.38                           | \$110,488.53                           | \$79,625.91                            | \$65,773.76                            | \$69,418.38                            | \$72,734.13                 |
| MARCH                       | \$221,142.25                           | \$203,648.13                           | \$17,494.12   | 8.59%              | \$202,573.31                           | \$120,791.98                           | \$140,556.61                           | \$133,350.07                           | \$91,658.00                            | \$89,980.66                            | \$104,324.00                           | \$79,463.09                 |
| APRIL                       | \$251,651.72                           | \$241,254.42                           | \$10,397.30   | 4.31%              | \$223,538.94                           | \$154,554.57                           | \$155,696.79                           | \$143,432.70                           | \$97,434.00                            | \$89,419.80                            | \$98,280.44                            | \$91,745.00                 |
| MAY                         | \$252,495.43                           | \$216,027.19                           | \$36,468.24   | 16.88%             | \$203,301.77                           | \$138,910.11                           | \$132,858.15                           | \$135,834.83                           | \$90,676.00                            | \$83,291.00                            | \$94,118.00                            | \$103,146.70                |
| JUNE                        | \$246,726.91                           | \$241,147.97                           | \$5,578.94    | 2.31%              | \$226,716.73                           | \$143,536.96                           | \$138,452.50                           | \$133,739.74                           | \$86,555.65                            | \$90,215.00                            | \$88,706.00                            | \$80,069.00                 |
| JULY                        | \$245,468.51                           | \$242,538.42                           | \$2,930.09    | 1.21%              | \$238,103.50                           | \$147,306.61                           | \$146,942.79                           | \$145,371.25                           | \$96,492.84                            | \$87,515.78                            | \$101,972.09                           | \$91,751.00                 |
| AUGUST                      |                                        | \$238,712.00                           | -\$238,712.00 | -100.00%           | \$238,386.25                           | \$146,925.48                           | \$146,822.89                           | \$147,058.66                           | \$96,310.00                            | \$94,001.00                            | \$92,973.52                            | \$89,222.00                 |
| SEPTEMBER                   |                                        | \$214,232.48                           | -\$214,232.48 | -100.00%           | \$203,577.01                           | \$137,316.54                           | \$139,758.00                           | \$142,709.12                           | \$87,044.00                            | \$86,034.26                            | \$95,529.98                            | \$87,431.00                 |
| Year to Date                | \$2,252,123.01                         | \$2,124,692.86                         | \$127,430.15  | 6.00%              | \$2,276,970.93                         | \$1,600,698.31                         | \$1,631,817.20                         | \$1,471,103.90                         | \$1,037,802.47                         | \$1,010,105.52                         | \$1,059,041.41                         | \$1,034,912.24              |

FY TOTALS \$2,577,637.34

**NOTES:**

Lodging Rate Changed Effective December 1, 2013. Rate Increased From \$1.50 To \$2.25 Per Room Rented/Furnished. Lodging Rate Was \$1.50 Per Room Rented/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was \$1.00 Per Room Rented/Furnished From April 1, 2006 Through November 30, 2010.

Lodging Taxes Are Reported And Collected In Arrears; Thus The First Reporting/Collection Period For The New \$2.25 Lodging Rate Started In January 2014 For The December 2013 Tax Period.

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MONTGOMERY COUNTY COMMISSION  
TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON  
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

| Taxes Deposited | FY 16 County Collections | FY 15 County Collections | FY 16 % Difference of FY 15 | FY 14 County Collections | FY 13 County Collections | FY 12 County Collections | FY 11 County Collections | FY 10 County Collections | FY 09 County Collections | FY 08 County Collections | FY 07 County Collections |
|-----------------|--------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| OCTOBER         | \$132,886.21             | \$127,603.30             | \$5,282.91 4.14%            | \$115,849.14             | \$117,747.11             | \$122,397.70             | \$129,485.41             | \$128,602.75             | \$122,819.40             | \$131,431.18             | \$147,134.81             |
| NOVEMBER        | \$137,399.54             | \$133,268.71             | \$4,130.83 3.10%            | \$144,887.33             | \$128,927.51             | \$126,138.43             | \$131,821.66             | \$131,109.74             | \$140,959.08             | \$139,649.82             | \$149,345.81             |
| DECEMBER        | \$126,037.20             | \$122,059.10             | \$3,978.10 3.26%            | \$119,369.29             | \$119,209.28             | \$123,734.46             | \$122,993.67             | \$121,824.96             | \$126,525.74             | \$130,576.82             | \$142,001.39             |
| JANUARY         | \$134,503.41             | \$134,158.69             | \$344.72 0.26%              | \$124,428.93             | \$119,438.35             | \$123,368.06             | \$132,469.50             | \$134,624.20             | \$133,168.99             | \$132,710.13             | \$137,632.24             |
| FEBRUARY        | \$118,284.06             | \$133,657.15             | -\$15,373.09 -11.50%        | \$116,262.54             | \$120,575.79             | \$116,317.80             | \$117,843.96             | \$124,816.72             | \$124,744.47             | \$122,467.49             | \$128,594.64             |
| MARCH           | \$136,621.09             | \$124,054.65             | \$12,566.44 10.13%          | \$113,158.87             | \$116,366.70             | \$118,944.86             | \$119,740.83             | \$122,760.76             | \$122,181.42             | \$127,836.30             | \$129,748.15             |
| APRIL           | \$139,243.86             | \$138,516.44             | \$727.42 0.53%              | \$129,165.59             | \$132,760.62             | \$125,195.99             | \$133,872.83             | \$140,254.46             | \$131,464.61             | \$143,992.83             | \$121,070.37             |
| MAY             | \$135,716.55             | \$139,860.22             | -\$4,143.67 -2.96%          | \$127,462.01             | \$128,976.82             | \$127,146.28             | \$128,147.03             | \$139,372.47             | \$134,069.49             | \$134,662.63             | \$130,277.77             |
| JUNE            | \$141,152.25             | \$138,102.44             | \$3,049.81 2.21%            | \$132,708.57             | \$135,036.74             | \$133,057.98             | \$131,383.85             | \$138,630.67             | \$130,919.07             | \$150,668.15             | \$142,064.46             |
| JULY            | \$136,208.59             | \$141,991.34             | -\$5,782.75 -4.07%          | \$128,657.59             | \$136,899.14             | \$129,894.40             | \$130,793.70             | \$137,671.94             | \$135,859.21             | \$133,863.13             | \$136,886.87             |
| AUGUST          |                          | \$142,936.80             | -\$142,936.80 -100.00%      | \$137,914.11             | \$134,598.24             | \$132,248.94             | \$127,265.33             | \$130,748.17             | \$126,087.38             | \$137,111.09             | \$138,154.02             |
| SEPTEMBER       |                          | \$137,629.68             | -\$137,629.68 -100.00%      | \$134,963.91             | \$131,991.94             | \$136,543.09             | \$137,599.99             | \$135,878.23             | \$140,923.91             | \$137,251.76             | \$109,066.03             |
| Year to Date    | \$1,338,052.76           | \$1,333,272.04           | \$4,780.72 0.36%            | \$1,524,827.88           | \$1,522,528.24           | \$1,514,987.99           | \$1,543,417.76           | \$1,586,295.07           | \$1,569,722.77           | \$1,622,221.33           | \$1,611,976.56           |

FY Totals \$1,613,838.52

**MAC SIM BUTLER DETENTION FACILITY  
225 SOUTH MCDONOUGH STREET  
MONTGOMERY, AL 36104**

**Statistical Report for July 2016**

|                                                 |      |
|-------------------------------------------------|------|
| Federal Prisoners Received                      | 24   |
| Federal Prisoner Carryovers from Previous Month | 48   |
| Total Federal Inmate Days                       | 1724 |

\*\*\*\*\*

|                                             |        |
|---------------------------------------------|--------|
| State Inmates Received                      | 296    |
| State Inmate Carryovers from Previous Month | 493    |
| Total State Inmates in Facility this Month  | 789    |
| Total Carryovers to Next Month              | 477    |
| Total State Inmate Days                     | 15,172 |

\*\*\*\*\*

|                                                |        |
|------------------------------------------------|--------|
| Total Inmates (State and Federal Combined)     | 861    |
| Total Inmate Days (State and Federal Combined) | 16,896 |

|                            |            |
|----------------------------|------------|
| * Average Daily Population | <u>603</u> |
|----------------------------|------------|

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|                                |              |
|--------------------------------|--------------|
| Total Days Billed to the State | 15,172       |
| Amount Charged to the State    | \$ 26,551.00 |
| Sheriff's Allowance            | \$ 348.75    |
| Total Charged to the State     | \$ 26,899.75 |

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|                                      |             |
|--------------------------------------|-------------|
| Total Spent for Food this Month      | \$36,382.22 |
| Amount Over Allowance                | \$36,033.47 |
| Amount Under Allowance               | --          |
| Average Cost for Food per Inmate Day | \$2.40      |

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY  
225 SOUTH MCDONOUGH STREET  
MONTGOMERY, AL 36104**

**July 2016 Monthly Jail Report -- State Inmates**

**Number of Inmates Brought Over from Previous Month:**

|              |            |                |
|--------------|------------|----------------|
| O/M          | 8          | 1.02%          |
| W/M          | 90         | 16.33%         |
| B/M          | 349        | 68.37%         |
| W/F          | 14         | 6.12%          |
| B/F          | 31         | 8.16%          |
| O/F          | 1          | 0.00%          |
| <b>Total</b> | <b>493</b> | <b>100.00%</b> |

**Number of Inmates Received During the Month:**

|              |            |                |
|--------------|------------|----------------|
| O/M          | 3          | 1.01%          |
| W/M          | 45         | 15.20%         |
| B/M          | 191        | 64.53%         |
| W/F          | 16         | 5.41%          |
| B/F          | 38         | 12.84%         |
| O/F          | 3          | 1.01%          |
| <b>Total</b> | <b>296</b> | <b>100.00%</b> |

**Total Number of Inmates in Jail During the Month:**

|              |            |                |
|--------------|------------|----------------|
| O/M          | 11         | 1.39%          |
| W/M          | 135        | 17.11%         |
| B/M          | 540        | 68.44%         |
| W/F          | 30         | 3.80%          |
| B/F          | 69         | 8.75%          |
| O/F          | 4          | 0.51%          |
| <b>Total</b> | <b>789</b> | <b>100.00%</b> |

**Number of Inmates Released or Removed During the Month:**

|              |            |                |
|--------------|------------|----------------|
| O/M          | 5          | 1.60%          |
| W/M          | 51         | 16.35%         |
| B/M          | 191        | 61.22%         |
| W/F          | 18         | 5.77%          |
| B/F          | 44         | 14.10%         |
| O/F          | 3          | 0.96%          |
| <b>Total</b> | <b>312</b> | <b>100.00%</b> |

**Number of Inmates Carried Over at the Close of the Month:**

|              |            |                |
|--------------|------------|----------------|
| O/M          | 6          | 1.26%          |
| W/M          | 84         | 17.61%         |
| B/M          | 349        | 73.17%         |
| W/F          | 12         | 2.52%          |
| B/F          | 25         | 5.24%          |
| O/F          | 1          | 0.21%          |
| <b>Total</b> | <b>477</b> | <b>100.00%</b> |

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY  
225 SOUTH MCDONOUGH STREET  
MONTGOMERY, AL 36104

**July 2016 Monthly Jail Report -- Federal Inmates**

Number of Inmates Brought Over from Previous Month:

|              |           |
|--------------|-----------|
| O/M          | 4         |
| W/M          | 14        |
| B/M          | 25        |
| W/F          | 0         |
| B/F          | 5         |
| O/F          | 0         |
| <b>Total</b> | <u>48</u> |

Number of Inmates Received During the Month:

|              |           |
|--------------|-----------|
| O/M          | 2         |
| W/M          | 5         |
| B/M          | 11        |
| W/F          | 2         |
| B/F          | 2         |
| O/F          | 2         |
| <b>Total</b> | <u>24</u> |

Number of Inmates in Jail During the Month:

|              |           |
|--------------|-----------|
| O/M          | 6         |
| W/M          | 19        |
| B/M          | 36        |
| W/F          | 2         |
| B/F          | 7         |
| O/F          | 2         |
| <b>Total</b> | <u>72</u> |

Number of Inmates Released or Removed During the Month:

|              |           |
|--------------|-----------|
| O/M          | 1         |
| W/M          | 5         |
| B/M          | 6         |
| W/F          | 0         |
| B/F          | 1         |
| O/F          | 0         |
| <b>Total</b> | <u>13</u> |

Number of Inmates Carried Over at the Close of the Month:

|              |           |
|--------------|-----------|
| O/M          | 5         |
| W/M          | 14        |
| B/M          | 30        |
| W/F          | 2         |
| B/F          | 6         |
| O/F          | 2         |
| <b>Total</b> | <u>59</u> |

# THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

July, 2016

Month Year

| Date  | Total #<br>In Jail | Insane | Juvenile | Federal | Other | # In Jail<br>State | Per<br>Capita | Sheriff's<br>Allowance |
|-------|--------------------|--------|----------|---------|-------|--------------------|---------------|------------------------|
| 1     | 501                |        |          |         |       | 501                | \$ 876.75     | \$ 11.25               |
| 2     | 496                |        |          |         |       | 496                | \$ 868.00     | \$ 11.25               |
| 3     | 498                |        |          |         |       | 498                | \$ 871.50     | \$ 11.25               |
| 4     | 500                |        |          |         |       | 500                | \$ 875.00     | \$ 11.25               |
| 5     | 495                |        |          |         |       | 495                | \$ 866.25     | \$ 11.25               |
| 6     | 500                |        |          |         |       | 500                | \$ 875.00     | \$ 11.25               |
| 7     | 501                |        |          |         |       | 501                | \$ 876.75     | \$ 11.25               |
| 8     | 497                |        |          |         |       | 497                | \$ 869.75     | \$ 11.25               |
| 9     | 491                |        |          |         |       | 491                | \$ 859.25     | \$ 11.25               |
| 10    | 492                |        |          |         |       | 492                | \$ 861.00     | \$ 11.25               |
| 11    | 494                |        |          |         |       | 494                | \$ 864.50     | \$ 11.25               |
| 12    | 492                |        |          |         |       | 492                | \$ 861.00     | \$ 11.25               |
| 13    | 498                |        |          |         |       | 498                | \$ 871.50     | \$ 11.25               |
| 14    | 490                |        |          |         |       | 490                | \$ 857.50     | \$ 11.25               |
| 15    | 492                |        |          |         |       | 492                | \$ 861.00     | \$ 11.25               |
| 16    | 491                |        |          |         |       | 491                | \$ 859.25     | \$ 11.25               |
| 17    | 489                |        |          |         |       | 489                | \$ 855.75     | \$ 11.25               |
| 18    | 495                |        |          |         |       | 495                | \$ 866.25     | \$ 11.25               |
| 19    | 492                |        |          |         |       | 492                | \$ 861.00     | \$ 11.25               |
| 20    | 487                |        |          |         |       | 487                | \$ 852.25     | \$ 11.25               |
| 21    | 480                |        |          |         |       | 480                | \$ 840.00     | \$ 11.25               |
| 22    | 481                |        |          |         |       | 481                | \$ 841.75     | \$ 11.25               |
| 23    | 480                |        |          |         |       | 480                | \$ 840.00     | \$ 11.25               |
| 24    | 479                |        |          |         |       | 479                | \$ 838.25     | \$ 11.25               |
| 25    | 473                |        |          |         |       | 473                | \$ 827.75     | \$ 11.25               |
| 26    | 479                |        |          |         |       | 479                | \$ 838.25     | \$ 11.25               |
| 27    | 480                |        |          |         |       | 480                | \$ 840.00     | \$ 11.25               |
| 28    | 481                |        |          |         |       | 481                | \$ 841.75     | \$ 11.25               |
| 29    | 484                |        |          |         |       | 484                | \$ 847.00     | \$ 11.25               |
| 30    | 484                |        |          |         |       | 484                | \$ 847.00     | \$ 11.25               |
| 31    | 480                |        |          |         |       | 480                | \$ 840.00     | \$ 11.25               |
| Total | 15172              | 0      | 0        | 0       | 0     | 15172              | \$ 26,551.00  | \$ 348.75              |

Amount Chargeable to the State (0900-14) \$ 26,551.00

SSN: Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 26,899.75

## Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Corlis B. Miles

Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

makes oath that the within account for

26899.75

Dollars is correct and

that no part here of has been paid.

Sworn to and subscribe before me this

3<sup>rd</sup>

day of

D. Cunningham  
Sheriff Signature

August, 2016  
Corlis B. Miles  
Notary Public Signature

3-1-2020

38-4

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               |                                            |                                       |                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------|---------------------------------------|--------------------------------------------|
| Standard Form 1034<br>Revised October 1987<br>Department of the Treasury<br>1 TFM 4-2000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             | <b>PUBLIC VOUCHER FOR PURCHASES AND<br/>SERVICES OTHER THAN PERSONAL</b>                                                                                                          |               |                                            | VOUCHER NO<br><b>Invoice #07-2016</b> |                                            |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION<br><b>U.S. Marshals Service<br/>         One Church Street, Suite A-100<br/>         Montgomery, AL 36104<br/>         Attn: Debi Brewer (334) 223-3101</b>                                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                                   |               | DATE VOUCHER PREPARED<br><b>08/03/2016</b> |                                       | SCHEDULE NO.                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               | CONTRACT NUMBER AND DATE                   |                                       | PAID BY<br><b>USMS M/AL<br/>Montgomery</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               | REQUISITION NUMBER AND DATE                |                                       |                                            |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>PAYEE'S NAME AND ADDRESS</b><br/>           [ <b>Montgomery County Jail (4AP)<br/>           225 South McDonough Street<br/>           Montgomery, AL 36106<br/>           (334) 832-1665 (Corlis Miles)<br/>           Fax: (334) 265-0990 corlismiles@mc-ala.org</b> ]         </div> <div style="width: 45%;"> <b>TAX ID# 63-6001653 H02<br/>           DUNS # 099839086<br/>           IGA # 02-11-0009</b> </div> </div>                                                    |                             |                                                                                                                                                                                   |               | DATE INVOICE RECEIVED                      |                                       |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               | DISCOUNT TERMS                             |                                       |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               | PAYEE'S ACCOUNT NUMBER                     |                                       |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               | SHIPPED FROM _____ TO _____ WEIGHT _____   |                                       |                                            |
| NUMBER AND DATE OF ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE OF DELIVERY OR SERVICE | ARTICLES OR SERVICES<br><small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small>                            | QUAN-<br>TITY | UNIT PRICE<br>COST PER                     |                                       | AMOUNT<br>(1)                              |
| JULY Jail Bill<br>07/01/2016 to<br>07/31/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 07/31/2015                  | Housing of Federal Inmates Montgomery<br>County Jail (See Attached List)<br><br>Submitted by: <i>D. Cunningham</i><br>IGA # 02-11-0009<br><br>COR: _____<br><br>PH-4AP-D02- -HSG- | 1724          | 48                                         | Day                                   | 82,752.00                                  |
| (Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                                                                                                                                                                                   |               |                                            |                                       | TOTAL                                      |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE                                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                                   |               |                                            |                                       | 82,752.00                                  |
| APPROVED FOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             | EXCHANGE RATE                                                                                                                                                                     | DIFFERENCES   |                                            |                                       |                                            |
| BY 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             | =\$                                                                                                                                                                               | =\$1.00       |                                            |                                       |                                            |
| TITLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             | Amount verified, correct for payment                                                                                                                                              |               |                                            |                                       |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             | (Signature or initials)                                                                                                                                                           |               |                                            |                                       |                                            |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                                   |               |                                            |                                       |                                            |
| (Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             | (Authorized Certifying Officer) 2                                                                                                                                                 |               | (Title)                                    |                                       |                                            |
| ACCOUNTING CLASSIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                                                                                                                                                                                   |               |                                            |                                       |                                            |
| SOC:25801 1561020XD H52 D02 HDH5000D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                                                                                                                                                                                   |               |                                            |                                       |                                            |
| PAID BY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CHECK NUMBER                | ON ACCOUNT OF U.S. TREASURY                                                                                                                                                       |               | CHECK NUMBER                               | ON (Name of bank)                     |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CASH                        | DATE                                                                                                                                                                              |               | PAYEE 3                                    |                                       |                                            |
| 1 When stated in foreign currency, insert name of currency.<br>2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.<br>3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be. |                             |                                                                                                                                                                                   |               |                                            | PER                                   |                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                                                                                                                                                                                   |               |                                            | TITLE                                 |                                            |

Previous edition usable

NSN 7540-00-900-2234

#### PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

38-5

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------|----------------------------------------------------------------------|------------------|
| Standard Form 1034<br>Revised October 1987<br>Department of the Treasury<br>1 TFM 4-2000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               | PUBLIC VOUCHER FOR PURCHASES AND<br>SERVICES OTHER THAN PERSONAL                                                                                       |                                            |                             | VOUCHER NO<br>Invoice #07-2016                                       |                  |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION<br><b>U.S. Marshals Service</b><br><b>One Church Street, Suite A-100</b><br><b>Montgomery, AL 36104</b><br><b>Attn: Debi Brewer (334) 223-3101</b>                                                                                                                                                                                                                                                                                                                                                                     |                                               |                                                                                                                                                        | DATE VOUCHER PREPARED<br><b>08/03/2016</b> |                             | SCHEDULE NO.<br><br>PAID BY<br><b>USMS M/AL</b><br><b>Montgomery</b> |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | CONTRACT NUMBER AND DATE                   |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | REQUISITION NUMBER AND DATE                |                             |                                                                      |                  |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>PAYEE'S NAME AND ADDRESS</b><br/>           [ <b>Montgomery County Jail (4AP)</b><br/> <b>225 South McDonough Street</b><br/> <b>Montgomery, AL 36106</b><br/> <b>(334) 832-1665 (Corlis Miles)</b><br/> <b>Fax: (334) 265-0990 corlismiles@mc-ala.org</b> </div> <div style="width: 45%;"> <b>TAX ID# 63-6001653 H02</b><br/> <b>DUNS # 099839086</b><br/> <b>IGA # 02-11-0009</b> </div> </div>                                                                                   |                                               |                                                                                                                                                        | DATE INVOICE RECEIVED                      |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | DISCOUNT TERMS                             |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | PAYEE'S ACCOUNT NUMBER                     |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | SHIPPED FROM                               |                             | TO                                                                   |                  |
| GOVERNMENT B/L NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
| NUMBER AND DATE OF ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DATE OF DELIVERY OR SERVICE                   | ARTICLES OR SERVICES<br><small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small> | QUANTITY                                   | UNIT PRICE<br>COST      PER |                                                                      | AMOUNT<br>(1)    |
| <b>JULY Jail Bill</b><br><b>7/01/2016 to</b><br><b>7/31/2016</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>07/31/2016</b>                             | Non-Medical Transport of Federal Inmates<br>Montgomery County Jail (See Attached List)                                                                 | 1253                                       | 0.54                        | Mile                                                                 | 676.62           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        | 1                                          | 0.54                        |                                                                      | 0.28             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               | Submitted by: <i>D. Cunningham by jbn</i><br>IGA # 02-11-0009                                                                                          |                                            |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               | COR: _____<br><br>PT-4AP-D02-      -TRP-                                                                                                               |                                            |                             |                                                                      |                  |
| (Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b> <b>TOTAL</b> <b>676.90</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
| PAYMENT:<br><input type="checkbox"/> PROVISIONAL<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL<br><input type="checkbox"/> PROGRESS<br><input type="checkbox"/> ADVANCE                                                                                                                                                                                                                                                                                                                                          |                                               | APPROVED FOR<br>= \$                                                                                                                                   | EXCHANGE RATE<br>= \$1.00                  | DIFFERENCES                 |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               | BY 2                                                                                                                                                   |                                            |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               | TITLE                                                                                                                                                  |                                            | (Signature or initials)     |                                                                      |                  |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
| (Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                               | (Authorized Certifying Officer) 2                                                                                                                      |                                            |                             | (Title)                                                              |                  |
| ACCOUNTING CLASSIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
| SOC:25302/2292 1561020XD H52 D02 HDT5001D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                               |                                                                                                                                                        |                                            |                             |                                                                      |                  |
| P<br>A<br>I<br>D<br><br>B<br>Y                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CHECK NUMBER      ON ACCOUNT OF U.S. TREASURY |                                                                                                                                                        | CHECK NUMBER      ON (Name of bank)        |                             |                                                                      |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CASH      DATE                                |                                                                                                                                                        | PAYEE 3                                    |                             |                                                                      |                  |
| 1. When stated in foreign currency, insert name of currency.<br>2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.<br>3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be. |                                               |                                                                                                                                                        |                                            |                             |                                                                      | PER<br><br>TITLE |

Previous edition usable

NSN 7540-00-900-2234

**PRIVACY ACT STATEMENT**

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

38-6

# DYS MONTHLY POPULATION REPORT

## Licensed Facilities

JULY 2016

Facility Name: Montgomery County Youth Facility

Address: 1111 Air Base Boulevard Montgomery, Alabama

| Movement of Population |                                                                | Number of Youth |     |     |     |     |     | TOTAL |
|------------------------|----------------------------------------------------------------|-----------------|-----|-----|-----|-----|-----|-------|
|                        |                                                                | W/M             | B/M | W/F | B/F | O/M | O/F |       |
| 1                      | Under Care on First Day of Month<br>(Item 5 of Previous Month) | 4               | 28  | 0   | 4   | 0   | 0   | 36    |
| 2                      | Number Admitted During the Month                               | 2               | 22  | 0   | 3   | 0   | 0   | 27    |
| 3                      | Total During the Month<br>(Sum of Items 1 & 2)                 | 6               | 50  | 0   | 7   | 0   | 0   | 63    |
| 4                      | Number Discharged during the<br>Month                          | 3               | 17  | 0   | 4   | 0   | 0   | 24    |
| 5                      | Under Care on Last Day of Month<br>(Item 3 Minus Item 4)       | 3               | 33  | 0   | 3   | 0   | 0   | 39    |
| 6                      | Average Number of Juveniles per Day                            |                 |     |     |     |     |     |       |

39.52

**GWEN HINSON**

Signature of Person Completing Report

*Brandi K. Alexander*

Signature of Agency Executive

Revised 2/7/08

11 out of county detainees  
were served for the month  
of July

39-1

# Community Corrections Census & Fiscal Report

## PROGRAM TYPE:

|                                                    | Oct, 15             | Nov, 15             | Dec, 15             | Jan, 16             | Feb, 16             | Mar, 16             | Apr, 16             | May, 16             | June, 16            | July, 16            | Aug, 16     | Sept, 16    | TOTAL:               |
|----------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------|-------------|----------------------|
| -County Probation Offenders                        | 108                 | 116                 | 120                 | 121                 | 116                 | 102                 | 97                  | 96                  | 89                  | 111                 | 0           | 0           |                      |
| Fees Collected                                     | 680.00              | 675.00              | 575.00              | 675.00              | 675.00              | 505.00              | 390.00              | 230.00              | 235.00              | 330.00              | -           | -           | \$4,970.00           |
| -Pre-Trial Release Participants                    | 36                  | 37                  | 38                  | 35                  | 34                  | 35                  | 34                  | 41                  | 42                  | 40                  | 0           | 0           |                      |
| (Jail Bed- Days Saved)                             | 1116                | 1200                | 1232                | 1055                | 0                   | 959                 | 988                 | 1055                | 1116                | 1114                | 0           | 0           |                      |
| Fees Collected                                     | 430.00              | 330.00              | 523.00              | 435.00              | 560.00              | 634.00              | 440.00              | 500.00              | 470.00              | 258.00              | -           | -           | \$4,580.00           |
| -Drug Court Offenders                              | 20                  | 20                  | 17                  | 20                  | 22                  | 26                  | 24                  | 24                  | 19                  | 18                  | 0           | 0           |                      |
| Fees Collected                                     | 2,194.00            | 2,214.00            | 1,912.00            | 2,110.00            | 2,554.00            | 2,750.00            | 2,471.00            | 3,028.00            | 2,316.00            | 2,255.00            | -           | -           | \$23,804.00          |
| -Jail/Prison Diversion Offenders                   | 130                 | 142                 | 145                 | 144                 | 137                 | 138                 | 141                 | 141                 | 152                 | 155                 | 0           | 0           |                      |
| Fees Collected                                     | 2,569.25            | 2,344.00            | 2,390.00            | 2,265.00            | 3,114.00            | 2,750.00            | 2,595.00            | 2,697.00            | 2,627.00            | 2,925.00            | -           | -           | \$26,276.25          |
| Amt. Billed to AL Dept. of Corrections             | 28,200.00           | 28,220.00           | 28,950.00           | 29,940.00           | 27,580.00           | 29,380.00           | 27,570.00           | 27,650.00           | 26,340.00           | 33,020.00           | -           | -           | \$286,850.00         |
| -Electronic Monitoring Offenders                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0           | 0           |                      |
| Fees Collected                                     | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -           | -           | \$0.00               |
| -Drug Screenings                                   | 173                 | 138                 | 158                 | 250                 | 225                 | 261                 | 209                 | 262                 | 192                 | 228                 | 0           | 0           |                      |
| Fees Collected                                     | 1,070.00            | 1,225.00            | 805.00              | 1,465.00            | 1,325.00            | 1,440.00            | 1,445.00            | 1,920.00            | 975.00              | 1,100.00            | -           | -           | \$12,770.00          |
| -E.V.E.N. DV Program Enrolled                      | 124                 | 104                 | 111                 | 116                 | 124                 | 124                 | 124                 | 120                 | 109                 | 112                 | 0           | 0           |                      |
| Fees Collected                                     | 2,663.50            | 1,880.00            | 2,130.00            | 2,140.00            | 2,535.00            | 2,207.50            | 1,745.00            | 1,302.50            | 2,105.00            | 1,830.00            | -           | -           | \$20,538.50          |
| -Other Fees Collected                              | 493.00              | 330.00              | 280.00              | 235.00              | 275.00              | 260.00              | 175.00              | 295.00              | 140.00              | 115.00              | 0.00        | 0.00        | \$2,588.00           |
| <b>TOTAL FEES: (15-16 FY)</b>                      | <b>\$ 38,299.75</b> | <b>\$ 37,218.00</b> | <b>\$ 37,565.00</b> | <b>\$ 39,265.00</b> | <b>\$ 38,618.00</b> | <b>\$ 39,926.50</b> | <b>\$ 36,831.00</b> | <b>\$ 37,622.50</b> | <b>\$ 35,208.00</b> | <b>\$ 41,833.00</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 382,386.75</b> |
| Prior Year Fees (Comparison):                      | \$40,739.00         | \$39,797.00         | \$37,759.50         | \$40,304.50         | \$35,472.00         | \$39,649.00         | \$37,506.00         | \$37,853.50         | \$37,275.00         | \$37,040.00         | \$37,376.50 | \$37,838.50 |                      |
| <b>TOTAL POPULATION SERVED:</b>                    | <b>418</b>          | <b>419</b>          | <b>431</b>          | <b>436</b>          | <b>433</b>          | <b>425</b>          | <b>420</b>          | <b>422</b>          | <b>411</b>          | <b>436</b>          | <b>0</b>    | <b>0</b>    |                      |
| (Population at end of Reporting Month)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |             |                      |
| Comparison Population Previous Year                | 403                 | 403                 | 419                 | 415                 | 411                 | 398                 | 410                 | 410                 | 413                 | 418                 | 429         | 422         |                      |
| -Community Service Participants                    | 7                   | 9                   | 4                   | 6                   | 9                   | 9                   | 9                   | 13                  | 12                  | 11                  | 0           | 0           |                      |
| (Community Service Hours)                          | 187                 | 27                  | 14                  | 30                  | 10                  | 91                  | 95                  | 95                  | 140                 | 127                 | 0           | 0           |                      |
| Value of Labor at \$7.25 per Hr.<br>(Minimum Wage) | \$ 1,355.03         | \$ 195.75           | \$ 101.50           | \$ 217.50           | \$ 72.50            | \$ 659.97           | \$ 688.75           | \$ 688.75           | \$ 1,015.00         | \$ 920.75           | \$ -        | \$ -        | \$5,915.49           |

|                                         | Drug Court  | AL D.O.C.    | Client Fees | E.V.E.N.    |
|-----------------------------------------|-------------|--------------|-------------|-------------|
| Budget Allocation (Anticipated Revenue) | \$48,400.00 | \$360,000.00 | \$83,000.00 | \$26,000.00 |
| Total Amount Collected/Billed to Date   | \$23,804.00 | \$286,850.00 | \$48,596.25 | \$20,538.50 |
| Balance (of anticipated revenue)        | \$24,596.00 | \$73,150.00  | \$34,403.75 | \$5,461.50  |

## Revenue Comparison to Prior Year

|                               |              |
|-------------------------------|--------------|
| Current FY Year to Date Total | \$382,386.75 |
| Prior Year to Date            | \$383,395.50 |
| Difference From Prior Year    | -\$1,008.75  |

Total Projected Fees from All Other Sources\*  
Target Amount expected to be collected/billed by date  
Total Collected/Billed to date

|                                                                   |                                             |
|-------------------------------------------------------------------|---------------------------------------------|
| \$517,400.00                                                      |                                             |
| \$431,166.67                                                      | Target Percent 83.33%                       |
| \$382,386.75                                                      | % of Goal Collected/Billed to date** 73.91% |
| **Goal = \$517,400 divided by 12 & X# of Months Completed this FY |                                             |

Difference from Anticipated Revenue to Date: + or -

-\$48,779.92

\*Other than from County Appropriations

40-1

8-15-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 8-5-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 262568            |    | 262634       |
|                   |    |              |
| Total Checks Paid |    | \$86,213.59  |

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  
**Payment Batch Register**  
Bank Account: DISB - Disbursement Fund 719  
Batch Date: 08/01/2016

| Type                                       | Date          | Number Source           | Payee Name                                | EFT Bank/Account | Transaction Amount |
|--------------------------------------------|---------------|-------------------------|-------------------------------------------|------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |               |                         |                                           |                  |                    |
| Check                                      | 08/01/2016    | 262588 Accounts Payable | Tallassee Automotive Inc.                 |                  | 18,469.00          |
|                                            | Invoice       | Date                    | Description                               |                  | Amount             |
|                                            | 2016-00003079 | 08/01/2016              | 2016 Jeep Patriot 5 Pss Compact SUV 4 X 2 |                  | 18,469.00          |
| DISB Disbursement Fund 719 Totals:         |               |                         | Transactions: 1                           |                  | <u>\$18,469.00</u> |
| Checks:                                    |               | 1                       | \$18,469.00                               |                  |                    |

**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type                                       | Date        | Number Source           | Payee Name                                                       | EFT Bank/Account | Transaction Amount |
|--------------------------------------------|-------------|-------------------------|------------------------------------------------------------------|------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |             |                         |                                                                  |                  |                    |
| Check                                      | 08/05/2016  | 262569 Accounts Payable | Acme Propane Gas Company Migy.<br>EV#489079                      |                  | 132.55             |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | 21313       | 08/23/2016              | D-11446 District II                                              |                  | 54.00              |
|                                            | 21317       | 08/23/2016              | D-11415 District I                                               |                  | 24.55              |
|                                            | 21321       | 07/29/2016              | Acme Propane - District II - Ticket #21321                       |                  | 54.00              |
| Check                                      | 08/05/2016  | 262570 Accounts Payable | Advance Stores Company, Inc. dba<br>Advance Auto Part            |                  | 132.20             |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | 2792-309812 | 08/23/2016              | S-5684 Truck #'s 5047, 5052, 5058, & 5059                        |                  | 38.58              |
|                                            | 2792-310577 | 08/23/2016              | S-5688 Truck #1034                                               |                  | 66.49              |
|                                            | 2792-310670 | 08/23/2016              | S-5702 Dist II Packer #20040                                     |                  | 27.13              |
| Check                                      | 08/05/2016  | 262571 Accounts Payable | Ala Association of Assessing Officials EV#<br>NOT REQ            |                  | 180.00             |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | Rq# 16 Reg  | 07/29/2016              | Trav Req #16 Advance Reg. 2016 AAAO Summer Conference Donna Rane |                  | 180.00             |
| Check                                      | 08/05/2016  | 262572 Accounts Payable | Alabama Auto Carriage EV #510680                                 |                  | 195.11             |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | 5047141     | 08/23/2016              | S-5685 Tack Sprayer #20882                                       |                  | 195.11             |
| Check                                      | 08/05/2016  | 262573 Accounts Payable | Alabama Bolt & Supply, Inc. EV# 558747                           |                  | 90.70              |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | 00301667    | 06/23/2016              | D-11392 Sign Shop                                                |                  | 4.13               |
|                                            | 00303010    | 06/23/2016              | D-11393 Truck #5045                                              |                  | 14.82              |
|                                            | 00303157    | 06/23/2016              | S-5682 Tractor #3025                                             |                  | 71.75              |
| Check                                      | 08/05/2016  | 262574 Accounts Payable | Alabama Office Supply EV# 482845                                 |                  | 154.68             |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |
|                                            | 0225904-001 | 07/29/2016              | Fax Toner, paper clips, sharpies, desk sorter, expandable files  |                  | 154.68             |
| Check                                      | 08/05/2016  | 262575 Accounts Payable | Alabama Power Company EV# 40835                                  |                  | 72.01              |
|                                            | Invoice     | Date                    | Description                                                      |                  | Amount             |

**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                 | EFT Bank/Account                                  | Transaction Amount |
|-------|------------|-------------------------|--------------------------------------------|---------------------------------------------------|--------------------|
|       |            | 2016-00003095           | 07/29/2016                                 | Power Bill# 34432-82052                           | 72.01              |
| Check | 08/05/2016 | 262576 Accounts Payable | Association of American Geographers        |                                                   | 148.00             |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 2016-00003145           | 07/29/2016                                 | Basic dues for R Todd Grant                       | 148.00             |
| Check | 08/05/2016 | 262577 Accounts Payable | Baudville dba IDville                      |                                                   | 350.19             |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 3084971                 | 07/29/2016                                 | Team Gear Polo Shirts                             | 350.19             |
| Check | 08/05/2016 | 262578 Accounts Payable | Best One Tires EV#307216                   |                                                   | 3,039.82           |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 4140039508              | 07/29/2016                                 | Best One Tires - Truck #'s 2045, 3043, & 3045     | 2,465.22           |
|       |            | 4140039534              | 07/29/2016                                 | Best One Tires - Truck #2039                      | 574.60             |
| Check | 08/05/2016 | 262579 Accounts Payable | Bionca Lindsey                             |                                                   | 150.00             |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 2016-00003137           | 07/29/2016                                 | EVEN PROGRAM 7.1.16 THRU 7.31.16                  | 150.00             |
| Check | 08/05/2016 | 262580 Accounts Payable | Blue Ridge Mountain Water, Inc. EV# 486017 |                                                   | 32.40              |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 872188                  | 07/29/2016                                 | Water for Clients, Inv #872186, 7/22/16           | 32.40              |
| Check | 08/05/2016 | 262581 Accounts Payable | Canvas Products EV# 540175                 |                                                   | 190.00             |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 457970                  | 08/23/2016                                 | S-5683 Truck #1024 & 2026                         | 190.00             |
| Check | 08/05/2016 | 262582 Accounts Payable | Capital Tractor, Inc., DBA The Pump Shop   |                                                   | 102.50             |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 8956                    | 08/23/2016                                 | S-5689 Truck #1034                                | 102.50             |
| Check | 08/05/2016 | 262583 Accounts Payable | Carlisle & Associates EV# 487649           |                                                   | 27.86              |
|       | Invoice    | Date                    | Description                                |                                                   | Amount             |
|       |            | 1944277                 | 07/29/2016                                 | Work Comp Pharmacy, A.Osgood, Inv.1944277,7/24/16 | 27.86              |
| Check | 08/05/2016 | 262584 Accounts Payable | Chico's Paint & Body EV N/A-               |                                                   | 1,651.88           |

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Montgomery County Commission  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date          | Number Source           | Payee Name | EFT Bank/Account                                         | Transaction Amount |
|-------|---------------|-------------------------|------------|----------------------------------------------------------|--------------------|
| Check | Invoice       |                         | Date       | Description                                              | Amount             |
|       | 7677          |                         | 07/29/2016 | Chico's Paint & Body - Truck #1035                       | 1,651.68           |
|       | 08/05/2016    | 262585 Accounts Payable |            | City of Montgomery Finance Dept EV# 520934               | 1,133.13           |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | AR001656      |                         | 07/29/2016 | Downtown Environmental Alliance Costs - Invoice AR001656 | 1,133.13           |
|       | 08/05/2016    | 262586 Accounts Payable |            | Clifton Lovejoy (EV#N/A)                                 | 262.50             |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | 2016-00003139 |                         | 07/29/2016 | EVEN PROGRAM 7.5.16 thru 7.30.16                         | 262.50             |
|       | 08/05/2016    | 262587 Accounts Payable |            | Coblantz Equipment & Parts Co., Inc.                     | 133.58             |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | 55113         |                         | 06/23/2016 | S-5688 Tractor #1021                                     | 133.58             |
|       | 08/05/2016    | 262588 Accounts Payable |            | Cougar Oil, Inc. EV# 503416                              | 10,638.35          |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | 75120         |                         | 07/29/2016 | Load of Diesel                                           | 10,638.35          |
|       | 08/05/2016    | 262589 Accounts Payable |            | Craig Payne                                              | 371.52             |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | 2016-00003146 |                         | 07/29/2016 | Mileage for Craig Payne July 2016                        | 371.52             |
|       | 08/05/2016    | 262590 Accounts Payable |            | CrossFit Saints Forge EV# 468942                         | 800.00             |
|       | Invoice       |                         | Date       | Description                                              | Amount             |
| Check | 62016         |                         | 07/29/2016 | wellness program - cross-fit - Invoices 62016 & 72016    | 400.00             |
|       | 072016        |                         | 07/29/2016 | wellness program - cross-fit - Invoices 62016 & 72016    | 400.00             |
|       | 08/05/2016    | 262591 Accounts Payable |            | Demick W. Sanders EV# NOT REQ.                           | 1,468.75           |
| Check | Invoice       |                         | Date       | Description                                              | Amount             |
|       | 2016-00003140 |                         | 07/29/2016 | EVEN PROGRAM 7.1.16 thru 8.1.16                          | 1,468.75           |
|       | 08/05/2016    | 262592 Accounts Payable |            | Eastbrook Tire & Auto Ctr Inc. EV# 492469                | 788.79             |
| Check | Invoice       |                         | Date       | Description                                              | Amount             |
|       | 146825        |                         | 07/29/2016 | Veh 8072, mileage 15912, Tire Replacement                | 268.80             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                | EFT Bank/Account                                             | Transaction Amount |
|-------|------------|-------------------------|-------------------------------------------|--------------------------------------------------------------|--------------------|
|       |            | 146834                  | 07/29/2016                                | fix or replace left front tire check all tires for slow leak | 529.99             |
| Check | 08/05/2016 | 282593 Accounts Payable | Electronic Security Service EV# 530800    |                                                              | 63.00              |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 16-005045               | 07/29/2016                                | Electronic Security Service (ESS)-Quarterly Serv-County Shop | 63.00              |
| Check | 08/05/2016 | 282594 Accounts Payable | Emergency Lighting By Haynes EV# 473082   |                                                              | 3,201.00           |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 1601021-IN              | 08/23/2016                                | S-5889 Tractor #1041                                         | 219.00             |
|       |            | 1601071-IN              | 07/29/2016                                | Installs on 2016 Nissan Sentra                               | 2,862.00           |
| Check | 08/05/2016 | 282595 Accounts Payable | Farmers Feed & Supply, Inc.               |                                                              | 73.90              |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 0052060                 | 08/23/2016                                | D-11462 Bridge Dept                                          | 73.80              |
| Check | 08/05/2016 | 282596 Accounts Payable | Forterra Pipe & Precast, LLC              |                                                              | 11,923.20          |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 11428129                | 07/29/2016                                | Forterra Pipe & Precast - District I - for Old Sellers Rd    | 11,823.20          |
| Check | 08/05/2016 | 282597 Accounts Payable | Four Star Freightliner, Inc. EV# 176480   |                                                              | 16.26              |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 378484M                 | 08/23/2016                                | S-5705 Truck #3032                                           | 16.26              |
| Check | 08/05/2016 | 282598 Accounts Payable | Golden Flake Snack Foods, Inc. EV# 446673 |                                                              | 282.24             |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 040812983               | 07/29/2016                                | chips for youth crime prevention summer camp                 | 282.24             |
| Check | 08/05/2016 | 282599 Accounts Payable | Green, Michael Scott                      |                                                              | 1,118.17           |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 2016-00003147           | 07/29/2016                                | ADAA 2016 Summer Conf, 6/21-24/16                            | 1,118.17           |
| Check | 08/05/2016 | 282600 Accounts Payable | Gulf Coast Truck & Equipment EV# 116684   |                                                              | 131.45             |
|       |            | Invoice                 | Date                                      | Description                                                  | Amount             |
|       |            | 305075M                 | 08/23/2016                                | S-5897 Truck #1042, 2045, 2046, & 3052                       | 131.45             |
| Check | 08/05/2016 | 282601 Accounts Payable | Hicks Saw Service (EV# Not Req)           |                                                              | 77.00              |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date             | Number Source | Payee Name       | EFT Bank/Account                                        | Transaction Amount |
|-------|------------------|---------------|------------------|---------------------------------------------------------|--------------------|
| Check | Invoice          |               | Date             | Description                                             | Amount             |
|       | 8160-33          |               | 08/23/2016       | D-11480 District III                                    | 77.00              |
|       | 08/05/2016       | 262602        | Accounts Payable | Holloway Credit Services EV# 560112                     | 74.11              |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 157179           |               | 07/28/2016       | MEMBERSHIP I INV 157179                                 | 9.95               |
|       | 157211           |               | 07/29/2016       | MEMBERSHIP I INV 157179                                 | 64.16              |
|       | 08/05/2016       | 262603        | Accounts Payable | Interstate Batteries of River Region EV# 552274         | 203.90             |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 178208           |               | 08/23/2016       | S-5680 Motorgrader #2016                                | 203.90             |
|       | 08/05/2016       | 262604        | Accounts Payable | James Vernon Collins                                    | 1,500.00           |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 2016-00003138    |               | 07/28/2016       | Installation of Exercise Equipment at Grady Park        | 1,500.00           |
|       | 08/05/2016       | 262605        | Accounts Payable | Keel Consulting Services, LLC EV# 483422                | 3,150.00           |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 00-600770        |               | 07/28/2016       | Monthly GIS Hosting, Support, & Maintenance             | 3,150.00           |
|       | 08/05/2016       | 262606        | Accounts Payable | Lexis Nexis EV# 19170                                   | 280.00             |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 1404055-20160830 |               | 07/29/2016       | June 2016 2 users                                       | 260.00             |
|       | 08/05/2016       | 262607        | Accounts Payable | Lighthouse Counseling Ctr., Inc. EV# 490648             | 4,304.16           |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 07/27/16         |               | 07/29/2016       | Partner Contribution Services, July/August 2016         | 2,152.08           |
|       | 07/29/16         |               | 07/29/2016       | Partner Contribution Services, July/August 2016         | 2,152.08           |
|       | 08/05/2016       | 262608        | Accounts Payable | Lloria M. James                                         | 124.40             |
|       | Invoice          |               | Date             | Description                                             | Amount             |
| Check | 2016-00003142    |               | 07/29/2016       | Travel Reimb: National Child Abuse Symposium 4/3-7/2016 | 124.40             |
|       | 08/05/2016       | 262609        | Accounts Payable | Logo Branders EV# 504745                                | 1,255.66           |
|       | Invoice          |               | Date             | Description                                             | Amount             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date           | Number Source           | Payee Name                                      | EFT Bank/Account | Transaction Amount |
|-------|----------------|-------------------------|-------------------------------------------------|------------------|--------------------|
|       | 17104-1        | 07/29/2016              | camp show and tail adult shirts                 |                  | 1,255.66           |
| Check | 08/05/2016     | 262610 Accounts Payable | Meco Inc EV# 483304                             |                  | 83.72              |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 108331         | 06/23/2016              | S-5696 Districts II & III Fuel Pumps, & Shop    |                  | 83.72              |
| Check | 08/05/2016     | 262611 Accounts Payable | Mon-Cre Telephone Coop, Inc. EV# 506806         |                  | 115.84             |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 5629488/082016 | 07/29/2016              | Moncre - Phone Service Statement Dtd 08/01/2016 |                  | 55.81              |
|       | 5629480/082016 | 07/29/2016              | Moncre - Phone Service Statement Dtd 08/01/2016 |                  | 59.93              |
| Check | 08/05/2016     | 262612 Accounts Payable | Montgomery County General Fund EV# Not Required |                  | 345.75             |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 2016-00003092  | 07/29/2016              | Postage Usage For - 07/2016                     |                  | 345.75             |
| Check | 08/05/2016     | 262613 Accounts Payable | Montgomery County General Fund EV# Not Required |                  | 1,392.86           |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 2016-00003091  | 07/29/2016              | Gas Usage Misc Funds - 07/2016                  |                  | 1,392.86           |
| Check | 08/05/2016     | 262614 Accounts Payable | Montgomery Industrial Gases, Inc.               |                  | 30.50              |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 774733         | 08/23/2016              | S-5691 Truck #5008                              |                  | 30.50              |
| Check | 08/05/2016     | 262615 Accounts Payable | Montgomery Medical Supply, Inc.                 |                  | 162.10             |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 402039/40      | 07/29/2016              | WC, Tens Unit, A.Osgood, Inv.402039             |                  | 162.10             |
| Check | 08/05/2016     | 262616 Accounts Payable | Office of Prosecution Services EV# 483491       |                  | 255.31             |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 2016-00003150  | 07/29/2016              | 10% DA Fees, July 2016                          |                  | 255.31             |
| Check | 08/05/2016     | 262617 Accounts Payable | Petroleum Traders Corporation EV# 53819         |                  | 10,387.58          |
|       | Invoice        | Date                    | Description                                     |                  | Amount             |
|       | 1034164        | 07/29/2016              | Load of Gasoline                                |                  | 10,387.58          |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                       | EFT Bank/Account                                          | Transaction Amount |
|-------|------------|-------------------------|--------------------------------------------------|-----------------------------------------------------------|--------------------|
| Check | 08/05/2016 | 262618 Accounts Payable | Pine Level Water Authority Inc.                  |                                                           | 17.75              |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 2016-00003093           | 07/29/2016                                       | Water Bill# 129                                           | 17.75              |
| Check | 08/05/2016 | 262619 Accounts Payable | Protection One Alarm Monitoring, Inc. EV# 101178 |                                                           | 351.38             |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 109290583               | 07/29/2016                                       | Account No. 50801719 -                                    | 310.00             |
|       |            | 109294833               | 07/29/2016                                       | Account No. 50801719 -                                    | 41.38              |
| Check | 08/05/2016 | 262620 Accounts Payable | Quint-Mar Water Authority                        |                                                           | 20.80              |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 2016-00003094           | 07/29/2016                                       | Water Bill# 1-06-00620                                    | 20.80              |
| Check | 08/05/2016 | 262621 Accounts Payable | Riverside Chevrolet Olds Inc.                    |                                                           | 105.52             |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 138825                  | 08/23/2016                                       | S-5686 Truck #5052                                        | 105.52             |
| Check | 08/05/2016 | 262622 Accounts Payable | Sabel Wholesale Center Inc.                      |                                                           | 7.54               |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 18243                   | 08/23/2016                                       | D-11416 District I                                        | 7.54               |
| Check | 08/05/2016 | 262623 Accounts Payable | Simptax Grinnel EV#62038                         |                                                           | 192.67             |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 78588148                | 07/29/2016                                       | Maintenance Contract #381613 - Time Clock Inv. # 78588148 | 192.67             |
| Check | 08/05/2016 | 262624 Accounts Payable | Southland International Trucks Inc. EV#407882    |                                                           | 481.43             |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 028122701               | 08/23/2016                                       | S-5692 Truck #1010                                        | 82.16              |
|       |            | 028122812               | 08/23/2016                                       | S-5704 Truck #'s 2033 & 2049                              | 196.16             |
|       |            | 028122768               | 08/23/2016                                       | S-5700 Truck #1010                                        | 183.11             |
| Check | 08/05/2016 | 262625 Accounts Payable | SPF Tinting EV# 468942                           |                                                           | 940.00             |
|       | Invoice    | Date                    | Description                                      |                                                           | Amount             |
|       |            | 72716                   | 07/29/2016                                       | Auto Glass Tinting Driver Window Passenger Window         | 940.00             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date          | Number Source           | Payee Name                                                 | EFT Bank/Account | Transaction Amount |
|-------|---------------|-------------------------|------------------------------------------------------------|------------------|--------------------|
| Check | 08/05/2016    | 262626 Accounts Payable | Stem Bros., Inc EV#492947                                  |                  | 137.68             |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | 074972        | 07/29/2016              | Pens, Post it Notes, Mesh Desk Shelf                       |                  | 137.68             |
| Check | 08/05/2016    | 262627 Accounts Payable | Sunsouth EV# 432875                                        |                  | 229.81             |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | 2388488       | 08/23/2016              | S-5687 Tractor #'s 2029, 2035, & 2050                      |                  | 229.81             |
| Check | 08/05/2016    | 262628 Accounts Payable | Superior Court of California, County of Sacramento         |                  | 32.50              |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | RR-1890       | 07/29/2016              | Records Request, Ellis Spencer, Inv RR-1890, Case #CR55463 |                  | 32.50              |
| Check | 08/05/2016    | 262629 Accounts Payable | The Feed Lot EV#486643                                     |                  | 98.40              |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | 655582        | 06/23/2016              | D-11481 Bridge Dept.                                       |                  | 98.40              |
| Check | 08/05/2016    | 262630 Accounts Payable | The Honey Baked Ham Company, LLC                           |                  | 449.00             |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | 2016-00003144 | 07/29/2016              | sack lunch for youth camp                                  |                  | 449.00             |
| Check | 08/05/2016    | 262631 Accounts Payable | Thompson Tractor Company EV#47130                          |                  | 301.18             |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | PS050216468   | 08/23/2016              | S-5681 Motorgrader #3015                                   |                  | 142.84             |
|       | PS050216912   | 08/23/2016              | S-5694 Excavator #2040                                     |                  | 158.34             |
| Check | 08/05/2016    | 262632 Accounts Payable | Universal Environmental Services, LLC                      |                  | 65.00              |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | IN0132631     | 07/29/2016              | Universal Environmental Svcs - Inv #IN0132631              |                  | 65.00              |
| Check | 08/05/2016    | 262633 Accounts Payable | Warrior Tractor & Equipment EV# 506198                     |                  | 93.20              |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |
|       | O40700        | 08/23/2016              | D-11459 District III                                       |                  | 93.20              |
| Check | 08/05/2016    | 262634 Accounts Payable | Xerox Corp. EV# 83117                                      |                  | 1,452.50           |
|       | Invoice       | Date                    | Description                                                |                  | Amount             |

Montgomery County Commission  
**Payment Batch Register**  
Bank Account: DISB - Disbursement Fund 719  
Batch Date: 08/04/2016

| Type                               | Date      | Number Source | Payee Name                                                       | EFT Bank/Account | Transaction Amount |
|------------------------------------|-----------|---------------|------------------------------------------------------------------|------------------|--------------------|
|                                    | 085138298 | 07/29/2016    | Copy machine rental 5/20/16-6/20/16, Invoices# 085138298, WC5325 |                  | 108.78             |
|                                    | 085548220 | 07/29/2016    | Invoice #085548220 July 2016 Rental Charge for Large Copier      |                  | 862.88             |
|                                    | 084347014 | 07/29/2016    | Invoice #084347014 April 2016 Rental Charge for Large Copier     |                  | 862.88             |
| DISB Disbursement Fund 719 Totals: |           |               | Transactions: 66                                                 |                  | <u>\$87,744.59</u> |
| Checks:                            | 66        |               | \$87,744.59                                                      |                  |                    |

8-15-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 8-5-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 262635            |    | 262708       |
|                   |    |              |
| Total Checks Paid |    | \$731,685.37 |

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**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type                                       | Date          | Number Source           | Payee Name                                           | EFT Bank/Account | Transaction Amount |
|--------------------------------------------|---------------|-------------------------|------------------------------------------------------|------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |               |                         |                                                      |                  | 750.00             |
| Check                                      | 08/05/2016    | 262635 Accounts Payable | ACCA                                                 |                  |                    |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | 2016-00003148 | 08/01/2016              | Registration and Training for MCDP Employees Req #11 |                  | 750.00             |
| Check                                      | 08/05/2016    | 262636 Accounts Payable | Advanced Disposal EV# 11815                          |                  | 111.00             |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | sk0003456077  | 08/01/2016              | Dumpster Service August 2016                         |                  | 38.00              |
|                                            | prev balance  | 08/01/2016              | Dumpster Service August 2016                         |                  | 20.00              |
|                                            | sk0003458841  | 08/01/2016              | Dumpster Service South August 2016                   |                  | 53.00              |
| Check                                      | 08/05/2016    | 262637 Accounts Payable | Alabama Institute for Deaf & Blind EV# 169221        |                  | 269.28             |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | inv017635     | 08/01/2016              | Invent. Reorder Batch 7/14/2016                      |                  | 269.28             |
| Check                                      | 08/05/2016    | 262638 Accounts Payable | Alabama Office Supply EV# 482845                     |                  | 829.45             |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | 2256599-001   | 08/01/2016              | Invent. Reorder Batch 7/26/2016                      |                  | 34.68              |
|                                            | 226598-001    | 08/01/2016              | Fax Machine for Richard Hataway                      |                  | 184.00             |
|                                            | 226661-001    | 08/01/2016              | Credit Card Tape                                     |                  | 115.00             |
|                                            | 226662-002    | 08/01/2016              | Multipurpose paper, folders, fasteners, write-out    |                  | 18.07              |
|                                            | 226662-001    | 08/01/2016              | Multipurpose paper, folders, fasteners, write-out    |                  | 289.70             |
| Check                                      | 08/05/2016    | 262639 Accounts Payable | Alabama Power Company EV# 40635                      |                  | 17,980.24          |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | 2016-00003084 | 08/01/2016              | POWER BILL/45130-02049                               |                  | 11,740.79          |
|                                            | 2016-00003085 | 08/01/2016              | POWER BILL/76233-86011                               |                  | 267.60             |
|                                            | 2016-00003086 | 08/01/2016              | POWER BILL/77073-86004                               |                  | 5,210.59           |
|                                            | 2016-00003087 | 08/01/2016              | POWER BILL/45835-42003                               |                  | 697.97             |
|                                            | 2016-00003088 | 08/01/2016              | POWER BILL/51243-83012                               |                  | 83.29              |
| Check                                      | 08/05/2016    | 262640 Accounts Payable | Alabama Printers EV#502918                           |                  | 88.01              |
|                                            | Invoice       | Date                    | Description                                          |                  | Amount             |
|                                            | 61233         | 08/01/2016              | 250 Business Cards for James Dill                    |                  | 32.60              |

**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                              | EFT Bank/Account                                              | Transaction Amount |
|-------|------------|-------------------------|-----------------------------------------|---------------------------------------------------------------|--------------------|
|       |            | 61305                   | 08/01/2016                              | Business Cards for Major Jon Briggs                           | 35.41              |
| Check | 08/05/2016 | 262641 Accounts Payable | American Pipe & Supply EV# 513038       |                                                               | 2,089.00           |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | S1785077.001            | 08/01/2016                              | Willoughby PBK1 Kits for Jail 1 Lav                           | 2,089.00           |
| Check | 08/05/2016 | 262642 Accounts Payable | Applied Synergy LLC                     |                                                               | 1,565.00           |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | 483                     | 08/01/2016                              | Youth t-shirts for Show-n-Tell Camp                           | 1,565.00           |
| Check | 08/05/2016 | 262643 Accounts Payable | ATC Sewer & Drain Service EV#482820     |                                                               | 450.00             |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | 108829                  | 08/01/2016                              | Clean Out Annex I Roof Drains                                 | 450.00             |
| Check | 08/05/2016 | 262644 Accounts Payable | Azars Uniforms EV#481508                |                                                               | 1,384.75           |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | 2016-00003149           | 08/01/2016                              | ACCESSORIES AND UNIFORMS                                      | 1,384.75           |
| Check | 08/05/2016 | 262645 Accounts Payable | Cartridge World of Montgomery EV#468842 |                                                               | 169.99             |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | so 12685                | 08/01/2016                              | CYAN TONER CARTRIDGE CE251A                                   | 169.99             |
| Check | 08/05/2016 | 262646 Accounts Payable | CDW-Government Inc. EV# 109477          |                                                               | 5.36               |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | dsk5493                 | 08/01/2016                              | Mouse - DT tag office                                         | 5.36               |
| Check | 08/05/2016 | 262647 Accounts Payable | Charm-Tex EV# 267878                    |                                                               | 7,509.20           |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | 123045-in               | 08/01/2016                              | SANDAL ORANGE PVC SLIP ON                                     | 618.00             |
|       |            | 124765-in               | 08/01/2016                              | Brown Towels (Laundry Supply)                                 | 3,690.00           |
|       |            | 124764-in               | 08/01/2016                              | SHEETS                                                        | 2,587.20           |
|       |            | 124841-IN               | 08/01/2016                              | SANDAL ORANGE PVC SLIP ON                                     | 618.00             |
| Check | 08/05/2016 | 262648 Accounts Payable | Charter Communications                  |                                                               | 624.91             |
|       | Invoice    | Date                    | Description                             |                                                               | Amount             |
|       |            | 2016-00003136           | 08/01/2016                              | Montgomery County Commission 8357198800000554 7/21/16 Billing | 624.91             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                    | EFT Bank/Account                                             | Transaction Amount |
|-------|------------|-------------------------|-----------------------------------------------|--------------------------------------------------------------|--------------------|
| Check | 08/05/2016 | 262649 Accounts Payable | City of Montgomery Finance Dept EV# 520934    |                                                              | 246,099.92         |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | AR001663                | 08/01/2016                                    | MCC Share of City/County joint budgets through June 30, 2016 | 246,099.92         |
| Check | 08/05/2016 | 262650 Accounts Payable | City of Montgomery/Bonds EV# 520934           |                                                              | 850.00             |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 2016-00003102           | 08/01/2016                                    | MISC APPROPRIATION NC2016-142 DEAN                           | 850.00             |
| Check | 08/05/2016 | 262651 Accounts Payable | Cleveland Avenue Branch YMCA                  |                                                              | 750.00             |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 2016-00003100           | 08/01/2016                                    | MISC APPROPRIATION C2016-78 HARRIS                           | 750.00             |
| Check | 08/05/2016 | 262652 Accounts Payable | Climate Service, Inc. EV# 473752              |                                                              | 3,848.91           |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 160720-012              | 08/01/2016                                    | Move 3 Vents in Annex I DA Office                            | 750.00             |
|       |            | 160630-071              | 08/01/2016                                    | Maintenance Agreement - MCDF                                 | 3,088.91           |
| Check | 08/05/2016 | 262653 Accounts Payable | Dada Paper Company EV# 98659                  |                                                              | 94.00              |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 10588321                | 08/01/2016                                    | Janitorial Supplies                                          | 94.00              |
| Check | 08/05/2016 | 262654 Accounts Payable | DD Elevator Inspections                       |                                                              | 1,350.00           |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 3332                    | 08/01/2016                                    | Yearly Inspection of County Elevators                        | 1,350.00           |
| Check | 08/05/2016 | 262655 Accounts Payable | Dennis R. Huffman a/k/a SharpCut Lawn Service |                                                              | 936.65             |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 35311                   | 08/01/2016                                    | SharpCut Lawn Service - Montgomery Industrial Park Lawn Care | 936.65             |
| Check | 08/05/2016 | 262656 Accounts Payable | Dixie Electric Cooperative EV# 492624         |                                                              | 601.54             |
|       | Invoice    |                         | Date                                          | Description                                                  | Amount             |
|       |            | 2016-00003081           | 08/01/2016                                    | ELECTRIC BILL/18397004                                       | 33.48              |
|       |            | 2016-00003082           | 08/01/2016                                    | ELECTRIC BILL/18397005                                       | 390.37             |
|       |            | 2016-00003083           | 08/01/2016                                    | ELECTRIC BILL/18397008                                       | 177.71             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date          | Number Source           | Payee Name                                                     | EFT Bank/Account | Transaction Amount |
|-------|---------------|-------------------------|----------------------------------------------------------------|------------------|--------------------|
| Check | 08/05/2016    | 262657 Accounts Payable | Eagle Battery, Inc. EV# 511473                                 |                  | 512.20             |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | REF54128      | 08/01/2016              | REPLACE BATTERIES                                              |                  | 80.00              |
|       | REF54045      | 08/01/2016              | REPLACE BATTERIES                                              |                  | 80.00              |
|       | REF54082      | 08/01/2016              | REPLACE BATTERIES                                              |                  | 102.00             |
|       | REF54083      | 08/01/2016              | REPLACE BATTERIES                                              |                  | 80.00              |
|       | REF54088      | 08/01/2016              | REPLACE BATTERIES                                              |                  | 75.20              |
|       | W056342       | 08/01/2016              | REPLACE BATTERIES                                              |                  | 85.00              |
| Check | 08/05/2016    | 262658 Accounts Payable | Eastbrook Tire & Auto Ctr Inc. EV# 492489                      |                  | 3,977.10           |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | 146732        | 08/01/2016              | Patch Tires on Grounds Trailer                                 |                  | 133.84             |
|       | July 2016     | 08/01/2016              | TIRE REPLACEMENTS, ALIGNMENTS AND MISC TIRE WORK               |                  | 3,843.26           |
| Check | 08/05/2016    | 262659 Accounts Payable | Filter Service Company EV# 516139                              |                  | 3,483.29           |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | 21843 SUP SVC | 08/01/2016              | 07/16 Monthly Filter Service for County Buildings              |                  | 1,106.58           |
|       | 21132-ss      | 08/01/2016              | 04/16 Monthly Filter Service for County Buildings              |                  | 260.45             |
|       | 21132-modf    | 08/01/2016              | Air Filter Service for the Detention Facility                  |                  | 1,369.20           |
|       | 21843-modf    | 08/01/2016              | Air Filter Service for the Detention Facility                  |                  | 727.08             |
| Check | 08/05/2016    | 262660 Accounts Payable | G & K Services EV# 29832                                       |                  | 198.18             |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | 1146253446    | 08/01/2016              | Cleaning Supply Rental                                         |                  | 39.90              |
|       | 1146253444    | 08/01/2016              | Cleaning Supply Rental                                         |                  | 35.60              |
|       | 1146253445    | 08/01/2016              | Uniform Rental                                                 |                  | 120.68             |
| Check | 08/05/2016    | 262661 Accounts Payable | Gerhardi, Inc.                                                 |                  | 250,000.00         |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | 2016-00003143 | 08/01/2016              | Montgomery County & City of Montgomery Industrial Park Project |                  | 250,000.00         |
| Check | 08/05/2016    | 262662 Accounts Payable | GlassMax EV#542634                                             |                  | 80.00              |
|       | Invoice       | Date                    | Description                                                    |                  | Amount             |
|       | 072801082     | 08/01/2016              | ROCK CHIP REPAIR 6520                                          |                  | 40.00              |
|       | 072701059     | 08/01/2016              | ROCK CHIP REPAIR 6444                                          |                  | 40.00              |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                      | EFT Bank/Account                                            | Transaction Amount |
|-------|------------|-------------------------|-------------------------------------------------|-------------------------------------------------------------|--------------------|
| Check | 08/05/2016 | 262683 Accounts Payable | Goodwyn Mills & Cawood, Inc. EV# 425070         |                                                             | 10,500.00          |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | cmgm1600881             | 08/01/2016                                      | Montgomery Terminal Road and Day Street                     | 10,500.00          |
| Check | 08/05/2016 | 262684 Accounts Payable | Gulf States Distributors EV# 212613             |                                                             | 1,458.40           |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | 1249390-in              | 08/01/2016                                      | Mace and Mace Cases for Patrol Supervisors                  | 358.40             |
|       |            | 1249939-in              | 08/01/2016                                      | Mace and Mace Cases for Patrol Supervisors                  | 596.00             |
|       |            | 1250087-in              | 08/01/2016                                      | HI-GLO GOLD 5-POINTMCSO DEPUTY BADGE                        | 504.00             |
| Check | 08/05/2016 | 262665 Accounts Payable | Harley-Davidson of Montgomery EV# 487172        |                                                             | 255.41             |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | 395706                  | 08/01/2016                                      | 5K SERVICE FOR MCSO MOTORCYCLE VEH #6534                    | 255.41             |
| Check | 08/05/2016 | 262666 Accounts Payable | Harris Security Systems                         |                                                             | 133.95             |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | 247850                  | 08/01/2016                                      | Invoice # 247850- Sept 2016 - Nov 2016 Quarterly Monitoring | 90.00              |
|       |            | 248092                  | 08/01/2016                                      | Invoice # 248092 Sept 2016 Monitoring South Office          | 43.95              |
| Check | 08/05/2016 | 262667 Accounts Payable | Hawk, Inc. EV# 125084                           |                                                             | 4,263.52           |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | 5780                    | 08/01/2016                                      | Supplies for MCDP Kitchen                                   | 4,263.52           |
| Check | 08/05/2016 | 262668 Accounts Payable | Hurricane Electronics of Montgomery, LLC        |                                                             | 118.75             |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | 20858                   | 08/01/2016                                      | Dispatch Console Repair                                     | 118.75             |
| Check | 08/05/2016 | 262669 Accounts Payable | International Assurance of Tennessee EV# 541173 |                                                             | 7,161.28           |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | jul2016                 | 08/01/2016                                      | Inmate Medical Excess Insurance Premium                     | 7,161.28           |
| Check | 08/05/2016 | 262670 Accounts Payable | John Lee Paint Company, Inc. EV# 499892         |                                                             | 60.02              |
|       | Invoice    |                         | Description                                     |                                                             | Amount             |
|       |            | j0273302                | 08/01/2016                                      | Gallon of Goof Off                                          | 60.02              |

**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date       | Number Source           | Payee Name                                  | EFT Bank/Account                                              | Transaction Amount |
|-------|------------|-------------------------|---------------------------------------------|---------------------------------------------------------------|--------------------|
| Check | 08/05/2016 | 262671 Accounts Payable | Kwik Kopyshop EV#492019                     |                                                               | 49.95              |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 112270                  | 08/01/2016                                  | Pat Litchfield Business Cards                                 | 49.95              |
| Check | 08/05/2016 | 262672 Accounts Payable | L & L Roofing, LLC                          |                                                               | 10,970.00          |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 165615                  | 08/01/2016                                  | Repair Annex I Roof (Warranty Work)                           | 10,970.00          |
| Check | 08/05/2016 | 262673 Accounts Payable | L-3 Communications Mobile Vision EV# 290052 |                                                               | 1,311.78           |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 243305-IN               | 08/01/2016                                  | REPLACEMENT W-FB-IO-CA18 CABLES FOR L3 MOBILEVISION SYSTEM    | 911.29             |
|       |            | 241673-IN               | 08/01/2016                                  | V-W-FB-MC-PGTL LEAD CABLE REPAIR FOR DVR IN CAR CAMERA SYSTEM | 162.54             |
|       |            | 241457-in               | 08/01/2016                                  | W-LTS-FUSE-CAT 2A FUSE BREAK FOR IN CAR DVR SYSTEM            | 54.00              |
|       |            | 241466-in               | 08/01/2016                                  | WFB3S-CAM-BRKT BREAKOUT KIT FOR L3 CAMERA SYSTEM              | 183.95             |
| Check | 08/05/2016 | 262674 Accounts Payable | Lexis Nexis EV# 19170                       |                                                               | 390.00             |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 140405520160630         | 08/01/2016                                  | 06/30/16 Tax & Audit Usage @ \$130.00 Inv #1404055-20160630   | 130.00             |
|       |            | 140405520160630R        | 08/01/2016                                  | Contract Services Two Uses @130.00 = 260.00                   | 260.00             |
| Check | 08/05/2016 | 262675 Accounts Payable | Lowes Home Centers, Inc. EV#19959           |                                                               | 288.51             |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 24581                   | 08/01/2016                                  | Mailbox Components for K-9 Facility                           | 44.10              |
|       |            | 34090                   | 08/01/2016                                  | JASCO MINERAL SPIRITS ITEM#922785                             | 178.85             |
|       |            | 922478                  | 08/01/2016                                  | 8 INCH SIDING BRUSH ITEM #1790                                | 78.56              |
| Check | 08/05/2016 | 262676 Accounts Payable | Marshall Lumber Co. EV# 501976              |                                                               | 7.99               |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 2611800                 | 08/01/2016                                  | YF12462                                                       | 7.99               |
| Check | 08/05/2016 | 262677 Accounts Payable | Mayer Electric Supply EV# 100392            |                                                               | 2,872.00           |
|       | Invoice    | Date                    | Description                                 |                                                               | Amount             |
|       |            | 20860358                | 08/01/2016                                  | Replacement Exit Signs for Scott St. Parking                  | 2,872.00           |
| Check | 08/05/2016 | 262678 Accounts Payable | McQuick Printing Company EV#494640          |                                                               | 9,896.79           |

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Montgomery County Commission  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type                                                               | Date       | Number Source           | Payee Name                                     | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------------------------|------------|-------------------------|------------------------------------------------|------------------|--------------------|
|                                                                    |            |                         |                                                |                  | Amount             |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 55530                                                              |            |                         |                                                |                  | 9,457.17           |
| 08/01/2016 August 2016 Tag Renewal Notice                          |            |                         |                                                |                  |                    |
| 55531                                                              |            |                         |                                                |                  | 439.62             |
| 08/01/2016 August 2016 Boat Renewals                               |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262679 Accounts Payable | Millbrook Small Motors                         |                  | 338.22             |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 56713                                                              |            |                         |                                                |                  | 338.22             |
| 08/01/2016 Loppers, Pruners and Chain Saw Blades for Grounds       |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262680 Accounts Payable | Mon-Cre Telephone Coop, Inc. EV# 508808        |                  | 100.18             |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 8/1/16-5623214                                                     |            |                         |                                                |                  | 100.18             |
| 08/01/2016 TELEPHONE BILL FOR RAMER AUG 16                         |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262681 Accounts Payable | Montgomery Armored Car Service (EV# NOT REQ)   |                  | 382.07             |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 9352998                                                            |            |                         |                                                |                  | 382.07             |
| 08/01/2016 August 2016 Armored Car Service Charges INV9352998      |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262682 Accounts Payable | Montgomery County Assoc of Volunteer Fire Dept |                  | 12,766.29          |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 2016-00003080                                                      |            |                         |                                                |                  | 13.12              |
| 08/01/2016 ADVALOREM TAXES                                         |            |                         |                                                |                  |                    |
| 2016-00003141                                                      |            |                         |                                                |                  | 12,753.17          |
| 08/01/2016 ADVALOREM TAXES                                         |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262683 Accounts Payable | Nomant Security Group, Inc.                    |                  | 1,188.82           |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 109098401 13                                                       |            |                         |                                                |                  | 1,188.82           |
| 08/01/2016 4x Ocularis Camera Licenses for Probate South           |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262684 Accounts Payable | Oakstone Publishing dba Personal Best          |                  | 217.80             |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 601455                                                             |            |                         |                                                |                  | 217.80             |
| 08/01/2016 wellness communication - Promo Code RMNLEF Invoice 0816 |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262685 Accounts Payable | Paul, Kelli Oakes                              |                  | 3,000.00           |
| Invoice                                                            |            |                         |                                                |                  | Amount             |
| 2016-00003103                                                      |            |                         |                                                |                  | 3,000.00           |
| 08/01/2016 EXCESS BID REAL ESTATE TAX SALE                         |            |                         |                                                |                  |                    |
| Check                                                              | 08/05/2016 | 262688 Accounts Payable | Petroleum Traders Corporation EV# 53818        |                  | 10,337.89          |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type  | Date             | Number Source           | Payee Name                                | EFT Bank/Account                                               | Transaction Amount |
|-------|------------------|-------------------------|-------------------------------------------|----------------------------------------------------------------|--------------------|
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | 1035142          |                         | 08/01/2016                                | 1 load of gas for Downtown                                     | 10,337.89          |
| Check | 08/05/2016       | 262687 Accounts Payable | PRIA                                      |                                                                | 230.00             |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | rita parker      |                         | 08/01/2016                                | 2016 - 2017 Membership Rita Parker - Montgomery County Records | 230.00             |
| Check | 08/05/2016       | 262688 Accounts Payable | Pro Chem, Inc. EV# 307927                 |                                                                | 2,784.53           |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | 612047-4n        |                         | 08/01/2016                                | Citra-Solv and Citra Works for MCDF                            | 2,784.53           |
| Check | 08/05/2016       | 262689 Accounts Payable | R. Todd Merren dba Tecton Construction    |                                                                | 5,873.00           |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | te5211016b22     |                         | 08/01/2016                                | Replace HVAC System at Ramer Substation                        | 5,873.00           |
| Check | 08/05/2016       | 262690 Accounts Payable | Ramer Water Company Inc. EV# Not Required |                                                                | 21.00              |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | 7/31/16-01066600 |                         | 08/01/2016                                | RAMER WATER BILL 07/31/2016                                    | 21.00              |
| Check | 08/05/2016       | 262691 Accounts Payable | Red Bozzell & Son Inc EV# 501943          |                                                                | 150.00             |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | 39213            |                         | 08/01/2016                                | BUFFING FOR MIKE K MCSO VEH                                    | 150.00             |
| Check | 08/05/2016       | 262692 Accounts Payable | Rivertree Systems (EV Not needed)         |                                                                | 13,200.00          |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | MTGCO59          |                         | 08/01/2016                                | 07/27/16 Invoice # MigCo59 Audit hrs @ \$75                    | 13,200.00          |
| Check | 08/05/2016       | 262693 Accounts Payable | Southern Pipe & Supply Co., Inc.          |                                                                | 8.60               |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | 9681030-00       |                         | 08/01/2016                                | Plumbing Supplies for Jail 2                                   | 8.60               |
| Check | 08/05/2016       | 262694 Accounts Payable | Spherion Staffing LLC                     |                                                                | 51.00              |
|       | Invoice          |                         | Date                                      | Description                                                    | Amount             |
|       | RL1114028        |                         | 08/01/2016                                | Inv # RL1114028 / Temp Election Worker for 7/22/2016           | 51.00              |
| Check | 08/05/2016       | 262695 Accounts Payable | Stivers Ford Lincoln Inc. EV#480948       |                                                                | 547.51             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/04/2016

| Type                                                                                   | Date       | Number Source           | Payee Name                             | EFT Bank/Account | Transaction Amount |
|----------------------------------------------------------------------------------------|------------|-------------------------|----------------------------------------|------------------|--------------------|
|                                                                                        |            |                         |                                        |                  | <b>Amount</b>      |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 113722 08/01/2016 REPAIR POWER STEERING MECHANISM ON VEH #8489                         |            |                         |                                        |                  | 547.51             |
| Check                                                                                  | 08/05/2016 | 262696 Accounts Payable | The Feed Lot EV#486843                 |                  | 31.49              |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 655875 08/01/2016 2 32 OUNCE BOTTLES OF MANE & TAIL                                    |            |                         |                                        |                  | 31.49              |
| Check                                                                                  | 08/05/2016 | 262697 Accounts Payable | The Office Pal                         |                  | 2,343.01           |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 124356-IN 08/01/2016 Brother Toner Cartridge TN-450                                    |            |                         |                                        |                  | 95.20              |
| 124266IN122673CM 08/01/2016 Brother Drum Unit DR420                                    |            |                         |                                        |                  | 21.81              |
| 123829-IN 08/01/2016 TONER CARTRIDGE HP504X( CE250X)                                   |            |                         |                                        |                  | 147.00             |
| 121899-in 08/01/2016 .Print Cartridge HP Laser Black CE505A                            |            |                         |                                        |                  | 831.60             |
| 122815-in 08/01/2016 .Print Cartridge HP Laser Black CE505A                            |            |                         |                                        |                  | 1,247.40           |
| Check                                                                                  | 08/05/2016 | 262698 Accounts Payable | Thyssenkrupp Elevator Corp. EV#198314  |                  | 13,052.42          |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 3002680878 08/01/2016 Elevator Maintenance - 251 South Lawrence Street 2/01- 7/31/2016 |            |                         |                                        |                  | 13,052.42          |
| Check                                                                                  | 08/05/2016 | 262699 Accounts Payable | Titan Fire & Security, Inc. EV# 506859 |                  | 4,479.00           |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 5540 08/01/2016 SIGA-PS and SIGA-HFS Smoke Detector Heads                              |            |                         |                                        |                  | 4,479.00           |
| Check                                                                                  | 08/05/2016 | 262700 Accounts Payable | Tri-Tech Forensics, Inc. EV# 498359    |                  | 238.13             |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 133727 08/01/2016 EVIDENCE TESTING SUPPLIES                                            |            |                         |                                        |                  | 128.25             |
| 134442 08/01/2016 EVIDENCE TESTING SUPPLIES                                            |            |                         |                                        |                  | 109.88             |
| Check                                                                                  | 08/05/2016 | 262701 Accounts Payable | Trinity Services Group, Inc.           |                  | 18,111.43          |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 3012200011 08/01/2016 F17408                                                           |            |                         |                                        |                  | 9,134.88           |
| 3012200012 08/01/2016 F17409                                                           |            |                         |                                        |                  | 8,976.45           |
| Check                                                                                  | 08/05/2016 | 262702 Accounts Payable | USAT Corp. EV N/A-                     |                  | 1,930.00           |
| Invoice                                                                                |            |                         |                                        |                  | <b>Amount</b>      |
| 10054278 08/01/2016 REPLACEMENT ANTENNAS FOR 2016 VEHICLE BUILDS                       |            |                         |                                        |                  | 1,930.00           |

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# Montgomery County Commission **Payment Batch Register**

Bank Account: DISB - Disbursement Fund 719

Batch Date: 08/04/2016

| Type                               | Date          | Number Source           | Payee Name                                        | EFT Bank/Account | Transaction Amount |
|------------------------------------|---------------|-------------------------|---------------------------------------------------|------------------|--------------------|
| Check                              | 08/05/2016    | 262703 Accounts Payable | WW Grainger, Inc. EV# 19959                       |                  | 63.79              |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 9172313828    | 08/01/2016              | YF12457                                           |                  | 63.79              |
| Check                              | 08/05/2016    | 262704 Accounts Payable | Water Works Board (EV# NOT REQ)                   |                  | 42,612.75          |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 2016-00003089 | 08/01/2016              | Master Account 501-0264.300 (Gen)07/28/16         |                  | 42,325.42          |
|                                    | 2016-00003090 | 07/28/2016              | Master Account 501-0264.300 08/2016               |                  | 287.33             |
| Check                              | 08/05/2016    | 262705 Accounts Payable | West Payment Ctr aka Thomson Reuters<br>EV# 11557 |                  | 339.00             |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 834335940     | 08/01/2016              | 2016 Rules of Court                               |                  | 339.00             |
| Check                              | 08/05/2016    | 262706 Accounts Payable | Wilson & Wilson, Inc. EV# 503389                  |                  | 13.30              |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 124409        | 08/01/2016              | Clear Glue Stick AVE #98089                       |                  | 13.30              |
| Check                              | 08/05/2016    | 262707 Accounts Payable | Xerox Corp. EV# 83117                             |                  | 150.73             |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 85548194      | 08/01/2016              | Copier Machine Rental                             |                  | 150.73             |
| Check                              | 08/05/2016    | 262708 Accounts Payable | YMCA of Montgomery EV# 472316                     |                  | 1,000.00           |
|                                    | Invoice       | Date                    | Description                                       |                  | Amount             |
|                                    | 2016-00003101 | 08/01/2016              | MISC APPROPRIATION C2016-79 HALL                  |                  | 1,000.00           |
| DISB Disbursement Fund 719 Totals: |               |                         | Transactions: 74                                  |                  | \$731,685.37       |
| Checks:                            | 74            |                         | \$731,685.37                                      |                  |                    |

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 8-12-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 262710            |    | 262773       |
|                   |    |              |
| Total Checks Paid |    | \$439,314.73 |

| CHECK # | PAYEE                     | AMOUNT   | DATE   |
|---------|---------------------------|----------|--------|
| 262709  | Ramer Water Company, Inc. | \$ 75.71 | 8-5-16 |

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  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type                                       | Date       | Number Source           | Payee Name                                         | EFT Bank/Account                                         | Transaction Amount |
|--------------------------------------------|------------|-------------------------|----------------------------------------------------|----------------------------------------------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |            |                         |                                                    |                                                          |                    |
| Check                                      | 08/12/2016 | 262710 Accounts Payable | AAA Cooper Transportation                          |                                                          | 83.20              |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 2016-00003207           | 08/05/2016                                         | Freight for Return of 6x4 Dry Erase Board                | 83.20              |
| Check                                      | 08/12/2016 | 262711 Accounts Payable | Administrative Office of Court EV# 459887          |                                                          | 1,510.00           |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 1084                    | 08/05/2016                                         | DA Access, Inv 1084, June 2016, 22 DA-APP, 24 DA-ALLDA   | 1,510.00           |
| Check                                      | 08/12/2016 | 262712 Accounts Payable | Advanced Disposal EV# 11815                        |                                                          | 22.00              |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | SK0003458679            | 08/05/2016                                         | Garbage Service for Flatwood Center July 2016            | 22.00              |
| Check                                      | 08/12/2016 | 262713 Accounts Payable | AKD Screenprinting & Embroidery EV#491622          |                                                          | 2,068.00           |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 40209                   | 08/05/2016                                         | Wellness program - Walk 200 - d. bags                    | 2,068.00           |
| Check                                      | 08/12/2016 | 262714 Accounts Payable | Ala Association of Assessing Officials EV# NOT REQ |                                                          | 220.00             |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | Rq# 17 Reg              | 08/05/2016                                         | Trav Req #17 2016 AAAO Summer Conference Clay Hanley     | 220.00             |
| Check                                      | 08/12/2016 | 262715 Accounts Payable | Alabama Dumpster Service, LLC                      |                                                          | 360.00             |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 67H00251                | 08/05/2016                                         | Portable Toilets Rental for County Ponds                 | 360.00             |
| Check                                      | 08/12/2016 | 262716 Accounts Payable | Alabama Law Enforcement Agency                     |                                                          | 1,350.00           |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 29984                   | 08/05/2016                                         | LETS Access, INV 29984, Acct AL003025A, July - Sept 2016 | 1,350.00           |
| Check                                      | 08/12/2016 | 262717 Accounts Payable | Alabama Office Supply EV# 482945                   |                                                          | 197.08             |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |
|                                            |            | 0224857-001             | 08/05/2016                                         | Office Supplies                                          | 197.08             |
| Check                                      | 08/12/2016 | 262718 Accounts Payable | Alabama Power Company EV# 40835                    |                                                          | 2,571.61           |
|                                            | Invoice    | Date                    | Description                                        |                                                          | Amount             |

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Montgomery County Commission  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number | Source           | Payee Name                                                       | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|------------------------------------------------------------------|------------------|--------------------|
| Check | 08/12/2016 | 262718 | Accounts Payable | Alabama State University Career Fair                             |                  | 300.00             |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Power Bill# 57373-53002                                          |                  | 878.71             |
|       | 08/05/2016 |        |                  | Power Bill# 00758-80008                                          |                  | 71.53              |
|       | 08/05/2016 |        |                  | Power Bill# 57583-53002                                          |                  | 831.67             |
|       | 08/05/2016 |        |                  | Power Bill# 04158-02005                                          |                  | 788.70             |
| Check | 08/12/2016 | 262720 | Accounts Payable | Travel #25 Fall 2016 Career Fair Registration Fee                |                  | 300.00             |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | ALGTI - Center for Government Services                           |                  | 550.00             |
|       | 08/05/2016 |        |                  | EV# 259763                                                       |                  |                    |
| Check | 08/12/2016 | 262721 | Accounts Payable | Trav Req # 12 Registration IAAO 101 Fundamentals of Real Prop Ap |                  | 550.00             |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | B & H Photo-Video                                                |                  | 1,255.78           |
| Check | 08/12/2016 | 262722 | Accounts Payable | Printer Cartridges for HP Color LaserJet M553 PCL6               |                  | 1,255.78           |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Best One Thras EV#307218                                         |                  | 2,465.22           |
| Check | 08/12/2016 | 262723 | Accounts Payable | Best One Thras - Truck #s 1028                                   |                  | 2,465.22           |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Bradley Puckett                                                  |                  | 625.00             |
| Check | 08/12/2016 | 262724 | Accounts Payable | Reimbursement for Rapid Response Training (per diam)             |                  | 625.00             |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Carmen Douglas                                                   |                  | 1,222.91           |
| Check | 08/12/2016 | 262725 | Accounts Payable | TRAVEL REQUEST #23 Reimbursement for Travel to Destin, FL        |                  | 1,222.91           |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Casey T. Shaw                                                    |                  | 400.00             |
| Check | 08/12/2016 | 262726 | Accounts Payable | Reimbursement for Rapid Response Training                        |                  | 400.00             |
|       | Invoice    |        | Date             | Description                                                      |                  | Amount             |
|       | 08/05/2016 |        |                  | Central Alabama Regional Planning EV# 478241                     |                  | 2,000.00           |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                                 | EFT Bank/Account                                               | Transaction Amount |
|-------|------------|-------------------------|--------------------------------------------|----------------------------------------------------------------|--------------------|
|       |            | 2016-00003208           | 08/05/2016                                 | Parts and Recreation Technical Assistance                      | 2,000.00           |
| Check | 08/12/2016 | 262727 Accounts Payable | Charles Trophies EV N/A-                   |                                                                | 87.40              |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | 16-088004               | 08/05/2016                                 | Badge Plaques: A Taylor & W Shaw; Nameplate: Marianalyn Dennis | 87.40              |
| Check | 08/12/2016 | 262728 Accounts Payable | Charter Communications                     |                                                                | 79.99              |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | 2016-00003190           | 08/05/2016                                 | Internet Service for Flatwood Center-July 2016                 | 79.99              |
| Check | 08/12/2016 | 262729 Accounts Payable | City of Montgomery Finance Dept EV# 520934 |                                                                | 196,635.74         |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | 2016-00003205           | 08/05/2016                                 | City Share Gas Tax 07/2016                                     | 196,635.74         |
| Check | 08/12/2016 | 262730 Accounts Payable | City of Pike Road - EV#Exempt              |                                                                | 5,167.69           |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | 2016-00003205           | 08/05/2016                                 | Pike Road Share Gas Tax - 07/2016                              | 5,167.69           |
| Check | 08/12/2016 | 262731 Accounts Payable | Coblentz Equipment & Parts Co., Inc.       |                                                                | 1,146.92           |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | 54977                   | 08/05/2016                                 | Coblentz - Tractor #2035                                       | 817.05             |
|       |            | 55174                   | 08/05/2016                                 | Coblentz - Tractor #2035                                       | 295.34             |
|       |            | 55399                   | 08/05/2016                                 | Coblentz - Tractor #2035                                       | 34.53              |
| Check | 08/12/2016 | 262732 Accounts Payable | Cowin Equipment Company Inc EV# 505216     |                                                                | 325.76             |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | C88088                  | 08/05/2016                                 | Cowin - Motorgrader #3029                                      | 325.76             |
| Check | 08/12/2016 | 262733 Accounts Payable | Dar-Ran Furniture Industries, Inc.         |                                                                | 14,414.84          |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |
|       |            | INV133988               | 08/05/2016                                 | Montgomery Co. Probate & Revenue Office South                  | 14,414.84          |
| Check | 08/12/2016 | 262734 Accounts Payable | Donovan Arlas                              |                                                                | 400.00             |
|       | Invoice    |                         | Date                                       | Description                                                    | Amount             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date         | Number Source           | Payee Name                              | EFT Bank/Account                                             | Transaction Amount |
|-------|--------------|-------------------------|-----------------------------------------|--------------------------------------------------------------|--------------------|
|       |              | 2016-00003193           | 08/05/2016                              | Reimbursement for Rapid Response Training                    | 400.00             |
| Check | 08/12/2016   | 262735 Accounts Payable | Edwards, Sandra EV# Not Required        |                                                              | 127.44             |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | 07/2016      |                         | 08/05/2016                              | Mileage Reimb. 236 mi @ .54, July 2016                       | 127.44             |
| Check | 08/12/2016   | 262736 Accounts Payable | Emergency Communications District       |                                                              | 57,326.28          |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | CallWorks #2 |                         | 08/05/2016                              | MCC share of Emergency CallWorks-2nd Milestone               | 57,326.28          |
| Check | 08/12/2016   | 262737 Accounts Payable | Forterra Pipe & Precast, LLC            |                                                              | 3,788.80           |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | 11431448     |                         | 08/05/2016                              | Forterra Pipe & Precast - District II - for Mockingbird Lane | 3,788.80           |
| Check | 08/12/2016   | 262738 Accounts Payable | Four Star Freightliner, Inc. EV# 176460 |                                                              | 1,307.93           |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | 378336M      |                         | 08/05/2016                              | Four Star Freightliner - Truck #3032                         | 880.36             |
|       | 378435M      |                         | 08/05/2016                              | Four Star Freightliner - Truck #3032                         | 427.57             |
| Check | 08/12/2016   | 262739 Accounts Payable | G & K Services EV# 29832                |                                                              | 298.34             |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | 1146243452   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 64.37              |
|       | 1146246618   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 64.37              |
|       | 1146249771   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 64.37              |
|       | 1146252936   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 64.37              |
|       | 1146246619   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 20.43              |
|       | 1146252937   |                         | 08/05/2016                              | G & K - Jul 2016 - Uniform Service                           | 20.43              |
| Check | 08/12/2016   | 262740 Accounts Payable | Gulf Coast Truck & Equipment EV# 116884 |                                                              | 1,396.90           |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |
|       | 305253M      |                         | 08/05/2016                              | Gulf Coast Truck & Equipment - Truck #1028                   | 485.40             |
|       | 305301M      |                         | 08/05/2016                              | Gulf Coast Truck & Equipment - Truck #1028                   | 375.22             |
|       | 305302M      |                         | 08/05/2016                              | Gulf Coast Truck & Equipment - Truck #3043                   | 536.28             |
| Check | 08/12/2016   | 262741 Accounts Payable | Helena Chemical Company EV# 188773      |                                                              | 21,460.00          |
|       | Invoice      |                         | Date                                    | Description                                                  | Amount             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date           | Number Source           | Payee Name                                                    | EFT Bank/Account | Transaction Amount |
|-------|----------------|-------------------------|---------------------------------------------------------------|------------------|--------------------|
|       | 20892547       | 08/05/2016              | Helena Chemical - Herbicides for the Sign Shop                |                  | 8,584.00           |
|       | 20892570       | 08/05/2016              | Helena Chemical - Herbicides for the Sign Shop                |                  | 12,876.00          |
| Check | 08/12/2016     | 262742 Accounts Payable | Hixson Consultants, Inc. EV# 498882                           |                  | 1,700.00           |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 15026-03       | 08/05/2016              | Quality Assurance site visit-Courthouse/Jail Weatherization   |                  | 1,700.00           |
| Check | 08/12/2016     | 262743 Accounts Payable | Huneycutt Cattle                                              |                  | 2,500.00           |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 001002         | 08/05/2016              | Huneycutt Cattle - District I - Hay for Mt. Zion Rd.          |                  | 2,500.00           |
| Check | 08/12/2016     | 262744 Accounts Payable | Janet Buskey, Revenue Commissioner                            |                  | 77,300.00          |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 05/2016 Redemp | 08/05/2016              | Overbids on parcels redeemed in accordance with ACT 2013-370  |                  | 77,300.00          |
| Check | 08/12/2016     | 262745 Accounts Payable | Jeremy Thomas Williams                                        |                  | 425.00             |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 2016-00003195  | 08/05/2016              | Reimbursement for Rapid Response Training (per diem)          |                  | 425.00             |
| Check | 08/12/2016     | 262746 Accounts Payable | Kershaw YMCA EV# 472316                                       |                  | 5,500.00           |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 2016-00003209  | 08/05/2016              | Contract Service for Summer Youth Swimming                    |                  | 5,500.00           |
| Check | 08/12/2016     | 262747 Accounts Payable | Margaret Broekhoven                                           |                  | 1,251.07           |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | Rq# 19         | 08/05/2016              | TRAVEL REQUEST #19 Reimbursement for travel to Sacramento, CA |                  | 1,251.07           |
| Check | 08/12/2016     | 262748 Accounts Payable | Mark G Fuller                                                 |                  | 400.00             |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 2016-00003196  | 08/05/2016              | Reimbursement for Rapid Response Training                     |                  | 400.00             |
| Check | 08/12/2016     | 262749 Accounts Payable | Mercer, Thomas                                                |                  | 857.76             |
|       | Invoice        | Date                    | Description                                                   |                  | Amount             |
|       | 2016-00003171  | 08/05/2016              | Case No. CV 98-9865 Biweekly Workers Comp                     |                  | 857.76             |
| Check | 08/12/2016     | 262750 Accounts Payable | Montgomery County Gasoline Tax Fund<br>EV# N/A                |                  | 630.80             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date          | Number Source | Payee Name              | EFT Bank/Account                                                 | Transaction Amount |
|-------|---------------|---------------|-------------------------|------------------------------------------------------------------|--------------------|
|       |               |               |                         |                                                                  | Amount             |
| Check | Invoice       |               | Date                    | Description                                                      | Amount             |
|       | 2016-00003176 |               | 08/05/2016              | Gasoline for July 2016                                           | 630.80             |
| Check | 08/12/2016    |               | 262751 Accounts Payable | Montgomery County General Fund EV# Not Required                  | 2,083.33           |
|       | Invoice       |               | Date                    | Description                                                      | Amount             |
| Check | 08/12/2016    |               | 262752 Accounts Payable | August 2016 Child Support Indirect Cost                          | 2,083.33           |
|       | 08/12/2016    |               | 262752 Accounts Payable | Montgomery Radiator Company, Inc. EV#499832                      | 1,143.80           |
| Check | Invoice       |               | Date                    | Description                                                      | Amount             |
|       | 10291         |               | 08/05/2016              | Montgomery Radiator - Truck #2032                                | 1,143.80           |
| Check | 08/12/2016    |               | 262753 Accounts Payable | Office Depot, Inc. EV# 18959                                     | 10.65              |
|       | Invoice       |               | Date                    | Description                                                      | Amount             |
| Check | 1959475017    |               | 08/05/2016              | 110 lb Card Stock, 8 1/2"x 11" White 250 pk                      | 8.81               |
|       | 852145330001  |               | 08/05/2016              | Counterfeit Detector Pen                                         | 3.84               |
| Check | 08/12/2016    |               | 262754 Accounts Payable | Postmaster - Permit #206                                         | 214.80             |
|       | Invoice       |               | Date                    | Description                                                      | Amount             |
| Check | 2016-00003219 |               | 08/05/2016              | PISTOL PERMIT RENEWALS FOR SEPTEMBER 16                          | 214.80             |
|       | 08/12/2016    |               | 262755 Accounts Payable | Promo Direct                                                     | 454.50             |
| Check | Invoice       |               | Date                    | Description                                                      | Amount             |
|       | N77259        |               | 08/05/2016              | Customer #142043 Montgomery City/County Personnel Job Fair Items | 454.50             |
| Check | 08/12/2016    |               | 262756 Accounts Payable | Protection One Alarm Monitoring, Inc. EV# 101178                 | 41.38              |
|       | Invoice       |               | Date                    | Description                                                      | Amount             |
| Check | 111043978     |               | 08/05/2016              | Account No. 50901719 - Invoice No. 111043979                     | 41.38              |
|       | 08/12/2016    |               | 262757 Accounts Payable | Robert James Hopkins                                             | 400.00             |
| Check | Invoice       |               | Date                    | Description                                                      | Amount             |
|       | 2016-00003197 |               | 08/05/2016              | Reimbursement for Rapid Response Training                        | 400.00             |
| Check | 08/12/2016    |               | 262758 Accounts Payable | Russell B. Simmons                                               | 400.00             |
|       | Invoice       |               | Date                    | Description                                                      | Amount             |

**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                               | EFT Bank/Account                                                 | Transaction Amount |
|-------|------------|-------------------------|------------------------------------------|------------------------------------------------------------------|--------------------|
|       |            | 2016-00003198           | 08/05/2016                               | Reimbursement for Rapid Response Training                        | 400.00             |
| Check | 08/12/2016 | 262759 Accounts Payable | Samuel Hancock                           |                                                                  | 400.00             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-00003199           | 08/05/2016                               | Reimbursement for Rapid Response Training                        | 400.00             |
| Check | 08/12/2016 | 262760 Accounts Payable | Scott Kramer EV# NOT REQ.                |                                                                  | 456.16             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | Rq# 6                   | 08/05/2016                               | Travel #6 - Reimbursement                                        | 359.88             |
|       |            | Rq# 19 07/25/16         | 08/05/2016                               | Travel #19 - Reimbursement                                       | 98.28              |
| Check | 08/12/2016 | 262761 Accounts Payable | Scott Lee Kellenberger                   |                                                                  | 400.00             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-00003200           | 08/05/2016                               | Reimbursement for Rapid Response Training                        | 400.00             |
| Check | 08/12/2016 | 262762 Accounts Payable | Sealcoating.com                          |                                                                  | 878.92             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-932                | 08/05/2016                               | Sealcoating.com - District I                                     | 878.92             |
| Check | 08/12/2016 | 262763 Accounts Payable | Talley, James Alan                       |                                                                  | 400.00             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-00003194           | 08/05/2016                               | Reimbursement for Rapid Response Training                        | 400.00             |
| Check | 08/12/2016 | 262764 Accounts Payable | The Antietam Warrior Hill Baptist Church |                                                                  | 1,000.00           |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-00003201           | 08/05/2016                               | Contract Service for Warrior Hill Baptist Church Summer Youth Pr | 1,000.00           |
| Check | 08/12/2016 | 262765 Accounts Payable | The Office Pal                           |                                                                  | 477.75             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 0121924-IN              | 08/05/2016                               | HP Laserjet Printer Cartridges 305A                              | 477.75             |
| Check | 08/12/2016 | 262766 Accounts Payable | Thomas B. Maddox                         |                                                                  | 800.00             |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |
|       |            | 2016-00003204           | 08/05/2016                               | Reimbursement for Rapid Response Training                        | 800.00             |
| Check | 08/12/2016 | 262767 Accounts Payable | Topco Termite & Pest Control             |                                                                  | 47.00              |
|       | Invoice    |                         | Date                                     | Description                                                      | Amount             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type                               | Date          | Number Source           | Payee Name                                                    | EFT Bank/Account | Transaction Amount |
|------------------------------------|---------------|-------------------------|---------------------------------------------------------------|------------------|--------------------|
|                                    | 978/143       | 08/05/2016              | Pest Control Service for Flatwood Center-June 2016            |                  | 47.00              |
| Check                              | 08/12/2016    | 262768 Accounts Payable | TransUnion Risk and Alternative Data Solutions Inc            |                  | 155.00             |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 837245/082016 | 08/05/2016              | TRAD Subscription Fees for the Months of JUNE-01-JULY 31 2016 |                  | 155.00             |
| Check                              | 08/12/2016    | 262769 Accounts Payable | White , John                                                  |                  | 7,500.00           |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 2016-00003218 | 08/05/2016              | Partner Contribution Services, FJC OVW Grant                  |                  | 7,500.00           |
| Check                              | 08/12/2016    | 262770 Accounts Payable | William B. Flynn                                              |                  | 800.00             |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 2016-00003202 | 08/05/2016              | Reimbursement for Rapid Response Training                     |                  | 800.00             |
| Check                              | 08/12/2016    | 262771 Accounts Payable | Williamson Properties LTD EV# Not Required                    |                  | 1,897.20           |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 08/03/2016    | 08/05/2016              | Williamson Pk- July 2016                                      |                  | 1,897.20           |
| Check                              | 08/12/2016    | 262772 Accounts Payable | Wood , David Vance                                            |                  | 625.00             |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 2016-00003191 | 08/05/2016              | Reimbursement for Rapid Response Training (per diem)          |                  | 625.00             |
| Check                              | 08/12/2016    | 262773 Accounts Payable | YMCA of Montgomery EV# 472316                                 |                  | 7,200.00           |
|                                    | Invoice       | Date                    | Description                                                   |                  | Amount             |
|                                    | 2016-00003210 | 08/05/2016              | Contract for YMCA General Operation Funds                     |                  | 7,200.00           |
| DISB Disbursement Fund 719 Totals: |               |                         | Transactions: 64                                              |                  | 5439,314.73        |
| Checks:                            | 64            | \$439,314.73            |                                                               |                  |                    |

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8-15-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 8-12-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 262774            |    | 262867       |
|                   |    |              |
| Total Checks Paid |    | \$206,684.50 |

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**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type                                       | Date       | Number Source           | Payee Name                                            | EFT Bank/Account                                       | Transaction Amount |
|--------------------------------------------|------------|-------------------------|-------------------------------------------------------|--------------------------------------------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |            |                         |                                                       |                                                        |                    |
| Check                                      | 08/12/2016 | 262774 Accounts Payable | Administrative Office of Court EV# 459887             |                                                        | 36,630.87          |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | #5                      | 08/05/2016                                            | Salary and Fringe Benefits for Court Employees         | 36,630.87          |
| Check                                      | 08/12/2016 | 262775 Accounts Payable | Advance Stores Company, Inc. dba<br>Advance Auto Part |                                                        | 91.78              |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | 2792311259              | 08/05/2016                                            | YF12464                                                | 91.78              |
| Check                                      | 08/12/2016 | 262776 Accounts Payable | Alabama Department of Labor EV# 512786                |                                                        | 1,125.00           |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | E63366                  | 08/05/2016                                            | Elevator Certificate of Operation for County Elevators | 1,125.00           |
| Check                                      | 08/12/2016 | 262777 Accounts Payable | Alabama Gas Corporation EV# N/A                       |                                                        | 2,570.88           |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | 2016-00003179           | 08/05/2016                                            | GAS BILL/200001124403                                  | 17.00              |
|                                            |            | 2016-00003180           | 08/05/2016                                            | GAS BILL/200000625749                                  | 1,702.58           |
|                                            |            | 2016-00003181           | 08/05/2016                                            | GAS BILL/200000625749                                  | 851.30             |
| Check                                      | 08/12/2016 | 262778 Accounts Payable | Alabama Green Industry Training Center,<br>Inc.       |                                                        | 396.00             |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | 2016-00003212           | 08/05/2016                                            | Travel Request #9 - Pesticide Applicator University    | 396.00             |
| Check                                      | 08/12/2016 | 262779 Accounts Payable | Alabama Jail Association                              |                                                        | 40.00              |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | PARKS PO64146           | 08/05/2016                                            | Registration and Training for MCDF Employees Req #10   | 40.00              |
| Check                                      | 08/12/2016 | 262780 Accounts Payable | Alabama Office Supply EV# 482945                      |                                                        | 512.53             |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |
|                                            |            | 227056-001              | 08/05/2016                                            | Letter Opener for DT                                   | 380.50             |
|                                            |            | 227376-001              | 08/05/2016                                            | Office supplies - Probate Court                        | 132.03             |
| Check                                      | 08/12/2016 | 262781 Accounts Payable | Alabama Power Company EV# 40635                       |                                                        | 21,866.56          |
|                                            | Invoice    | Date                    | Description                                           |                                                        | Amount             |

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# Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                             | EFT Bank/Account                                  | Transaction Amount |
|-------|------------|-------------------------|----------------------------------------|---------------------------------------------------|--------------------|
|       |            | 2016-00003158           | 08/05/2016                             | POWER BILL/44130-18018                            | 1,658.62           |
|       |            | 2016-00003159           | 08/05/2016                             | POWER BILL/34273-52004                            | 10,762.91          |
|       |            | 2016-00003160           | 08/05/2016                             | POWER BILL/00541-22066                            | 535.38             |
|       |            | 2016-00003161           | 08/05/2016                             | POWER BILL/01399-06077                            | 533.79             |
|       |            | 2016-00003162           | 08/05/2016                             | POWER BILL/11173-51033                            | 2,167.58           |
|       |            | 2016-00003163           | 08/05/2016                             | POWER BILL/03196-63011                            | 87.11              |
|       |            | 2016-00003164           | 08/05/2016                             | POWER BILL/10376-42033                            | 621.85             |
|       |            | 2016-00003165           | 08/05/2016                             | POWER BILL/15631-91052                            | 84.80              |
|       |            | 2016-00003166           | 08/05/2016                             | POWER BILL/57163-53002                            | 1,605.11           |
|       |            | 2016-00003167           | 08/05/2016                             | POWER BILL/02573-56004                            | 531.33             |
|       |            | 2016-00003168           | 08/05/2016                             | POWER BILL/02597-88046                            | 38.80              |
|       |            | 2016-00003169           | 08/05/2016                             | POWER BILL/03623-56009                            | 776.07             |
|       |            | 2016-00003170           | 08/05/2016                             | POWER BILL/27208-57010                            | 258.30             |
|       |            | 2016-00003177           | 08/05/2016                             | POWER BILL/03718-32021                            | 1,865.91           |
|       |            | 2016-00003178           | 08/05/2016                             | POWER BILL/10112-04015                            | 333.04             |
| Check | 08/12/2016 | 282782 Accounts Payable | Alabama Power Company EV# 40635        |                                                   | 3,659.13           |
|       | Invoice    | Date                    | Description                            |                                                   | Amount             |
|       |            | 2016-00003153           | 08/05/2016                             | GROSS TAX RECEIPTS 07/2016                        | 3,659.13           |
| Check | 08/12/2016 | 282783 Accounts Payable | Alabama Society of CPAs EV# 490665     |                                                   | 300.00             |
|       | Invoice    | Date                    | Description                            |                                                   | Amount             |
|       |            | tsmith                  | 08/05/2016                             | Request # 10 8/26/16 Event Fee                    | 300.00             |
| Check | 08/12/2016 | 282784 Accounts Payable | AS About Towing & Hauling EV# 548228   |                                                   | 90.00              |
|       | Invoice    | Date                    | Description                            |                                                   | Amount             |
|       |            | 84284                   | 08/05/2016                             | TOWING OF MCSO #6436 INV#84284                    | 45.00              |
|       |            | 85557                   | 08/05/2016                             | MCSO TOWING #6415 INV#85557                       | 45.00              |
| Check | 08/12/2016 | 282785 Accounts Payable | Allen's Heating & Cooling, LLC         |                                                   | 3,275.00           |
|       | Invoice    | Date                    | Description                            |                                                   | Amount             |
|       |            | 402679                  | 08/05/2016                             | EMERGENCY Replace Compressor at Pardon and Parole | 3,275.00           |
| Check | 08/12/2016 | 282786 Accounts Payable | American Electronics Supply EV# 484742 |                                                   | 1,162.50           |
|       | Invoice    | Date                    | Description                            |                                                   | Amount             |
|       |            | 0130229-IN              | 08/05/2016                             | Nylon Cable Ties for MCDF Laundry                 | 1,162.50           |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                                 | EFT Bank/Account                                      | Transaction Amount |
|-------|------------|-------------------------|--------------------------------------------|-------------------------------------------------------|--------------------|
| Check | 08/12/2016 | 262787 Accounts Payable | American Pipe & Supply EV# 513036          |                                                       | 1,057.85           |
|       | Invoice    |                         | Description                                |                                                       | Amount             |
|       |            |                         |                                            |                                                       | 52.25              |
|       |            | 81788923.001            | 08/05/2016                                 | 68CA 4-2 1/4 OD Tube X 1/2 MPT Brass Adapt for Jail 2 | 1,005.60           |
|       |            | S1788808.001            | 08/05/2016                                 | Stoan Flush Tubes for Jail 1                          | 1,483.15           |
| Check | 08/12/2016 | 262788 Accounts Payable | Azars Uniforms EV#481508                   |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 1,483.15           |
|       | 7/2016     |                         | 08/05/2016                                 | ACCESSORIES AND UNIFORMS                              | 350.00             |
| Check | 08/12/2016 | 262789 Accounts Payable | Balch & Bingham, LLP EV# 132127            |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 350.00             |
|       | 6/24/2016  |                         | 08/05/2016                                 | Temp Judge Fees (Riley W. Roby) Cases from 6/24/16    | 1,155.00           |
| Check | 08/12/2016 | 262790 Accounts Payable | Beaudry, George                            |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 1,155.00           |
|       |            | 2016-00003184           | 08/05/2016                                 | Reimbursement for College Incentive Program           | 1,419.92           |
| Check | 08/12/2016 | 262791 Accounts Payable | Borden Dairy Company EV# 11615             |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 1,419.92           |
|       |            | 2016-00003098           | 08/01/2016                                 | products purchased during the month of July, 2016     | 359.50             |
| Check | 08/12/2016 | 262792 Accounts Payable | Bowing Office Systems, Inc.                |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 359.50             |
|       | 117849     |                         | 08/05/2016                                 | Repair of HP Designjet T1100ps (plotter)              | 10,983.12          |
| Check | 08/12/2016 | 262793 Accounts Payable | Central Paper Company Montgomery EV#476829 |                                                       | Amount             |
|       | Invoice    |                         | Description                                |                                                       | 1,565.20           |
|       |            | M001287                 | 08/05/2016                                 | LAUNDRY DETERGENT FOR MCDF                            | 240.80             |
|       |            | M001531                 | 08/05/2016                                 | LAUNDRY DETERGENT FOR MCDF                            | 260.50             |
|       |            | M001707                 | 08/05/2016                                 | Invent. Reorder Batch 8/3/2016                        | 197.90             |
|       |            | M001430                 | 08/05/2016                                 | YF12480                                               | 218.97             |
|       |            | M001391                 | 08/05/2016                                 | YF12458                                               | 153.80             |
|       |            | M001482-M001393         | 08/05/2016                                 | YF12459                                               | 188.65             |
|       |            | M001143                 | 08/05/2016                                 | YF12448                                               | 130.51             |
|       |            | M001485                 | 08/05/2016                                 | YF12481                                               |                    |

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**Batch Date: 08/11/2016**

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date           | Number Source           | Payee Name | EFT Bank/Account                                   | Transaction Amount |
|-------|----------------|-------------------------|------------|----------------------------------------------------|--------------------|
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 10595028       |                         | 08/05/2016 | Invent. Reorder Batch 8/2/2016                     | 147.90             |
|       | 08/12/2016     | 262801 Accounts Payable |            | Dell Marketing LP EV# 49098                        | 1,359.96           |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | XK14T2KC7      |                         | 08/05/2016 | Forestry Commission                                | 149.89             |
|       | XK137XR95      |                         | 08/05/2016 | Forestry Commission                                | 1,209.97           |
|       | 08/12/2016     | 262802 Accounts Payable |            | Dish Network                                       | 33.23              |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 8/17-9/16 2016 |                         | 08/05/2016 | Inv Dtd 8/2/16 / TV Service from 8/17 to 9/16/2016 | 33.23              |
|       | 08/12/2016     | 262803 Accounts Payable |            | Dade Electric Cooperative EV# 492824               | 27.13              |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 2016-00003157  |                         | 08/05/2016 | ELECTRIC BILL/18397002                             | 27.13              |
|       | 08/12/2016     | 262804 Accounts Payable |            | Donald Mims EV# NOT REQ.                           | 188.48             |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 2016-00003213  |                         | 08/05/2016 | Travel #35- Reimbursement                          | 98.28              |
|       | 2016-00003214  |                         | 08/05/2016 | Travel #36- Reimbursement                          | 70.20              |
|       | 08/12/2016     | 262805 Accounts Payable |            | Emergency Lighting By Haynes EV# 473062            | 2,300.00           |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 1801115-IN     |                         | 08/05/2016 | Forestry Commission                                | 2,300.00           |
|       | 08/12/2016     | 262806 Accounts Payable |            | G & K Services EV# 28832                           | 197.55             |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
| Check | 1148258813     |                         | 08/05/2016 | Uniform Rental                                     | 122.05             |
|       | 1148258814     |                         | 08/05/2016 | Cleaning Supply Rental                             | 39.80              |
|       | 1148258812     |                         | 08/05/2016 | Cleaning Supply Rental                             | 35.60              |
| Check | 08/12/2016     | 262807 Accounts Payable |            | Gilmore Services                                   | 55.60              |
|       | Invoice        |                         | Date       | Description                                        | Amount             |
|       | 0007022        |                         | 08/05/2016 | Document Shredder Inv. # 0007022                   | 55.60              |
| Check | 08/12/2016     | 262808 Accounts Payable |            | GlassMax EV#542634                                 | 220.00             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                                      | EFT Bank/Account | Transaction Amount                                                                       |
|-------|------------|-------------------------|-------------------------------------------------|------------------|------------------------------------------------------------------------------------------|
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | igi051300917 08/05/2016 ROCK CHIP REPAIR 8509 220.00                                     |
| Check | 08/12/2016 | 262809 Accounts Payable | Goodwin Brothers, Inc. EV# 425856               |                  | 90.00                                                                                    |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 82880 08/05/2016 Kitchen hood exhaust motor has loud vibration 90.00                     |
| Check | 08/12/2016 | 262810 Accounts Payable | Gulf States Distributors EV# 212613             |                  | 2,118.25                                                                                 |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 1251546-IN 08/05/2016 Freeze +P 2 oz cans of mace 1,750.00                               |
|       |            |                         |                                                 |                  | 1251583-in 08/05/2016 REPLACEMENT 21FT TASER X-26 CARTRIDGE 194.00                       |
|       |            |                         |                                                 |                  | 1251582-in 08/05/2016 REPLACEMENT GLOCK 22 LAW ENFORCEMENT HIGH CAPACITY MAGAZINE 174.25 |
| Check | 08/12/2016 | 262811 Accounts Payable | Handcuff Warehouse EV# 572879                   |                  | 240.00                                                                                   |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 138276 08/05/2016 Paulson Spit Shields 240.00                                            |
| Check | 08/12/2016 | 262812 Accounts Payable | Hart's Auto Supply EV# 482262                   |                  | 246.00                                                                                   |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 36428 08/05/2016 FRT PAD INTERCEPTOR 1811.20 248.00                                      |
| Check | 08/12/2016 | 262813 Accounts Payable | Haskell Slaughter & Gallion, LLC                |                  | 1,460.82                                                                                 |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 8/2016 08/05/2016 retainer for aug 2016 1,460.82                                         |
| Check | 08/12/2016 | 262814 Accounts Payable | ICS Jail Supplies, Inc. EV# 302122              |                  | 860.29                                                                                   |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | 139228ct 08/05/2016 Peerless Model 7002 Waist Chains with Separated Handcuffs 860.29     |
| Check | 08/12/2016 | 262815 Accounts Payable | International Assurance of Tennessee EV# 541173 |                  | 8,204.56                                                                                 |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |
|       |            |                         |                                                 |                  | AUG2016 08/05/2016 Inmate Medical Excess Insurance Premium 8,204.56                      |
| Check | 08/12/2016 | 262816 Accounts Payable | J Wright's Automotive Service EV#40133          |                  | 5,179.51                                                                                 |
|       |            |                         |                                                 |                  | <b>Invoice</b>                                                                           |
|       |            |                         |                                                 |                  | <b>Date</b>                                                                              |
|       |            |                         |                                                 |                  | <b>Description</b>                                                                       |
|       |            |                         |                                                 |                  | <b>Amount</b>                                                                            |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date           | Number Source           | Payee Name                                           | EFT Bank/Account                                                 | Transaction Amount |
|-------|----------------|-------------------------|------------------------------------------------------|------------------------------------------------------------------|--------------------|
|       | 7/2016         |                         | 08/05/2016                                           | OIL SVC, TIRE REPAIR, TIRE ROTATION AND AUTO REPAIR              | 5,179.51           |
| Check | 08/12/2016     | 282817 Accounts Payable | Jimmy Day Plumbing & Heating<br>EV#500853            |                                                                  | 217.00             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 18601          |                         | 08/05/2016                                           | Toilet in Cell C-11 and C-12 over flowing into one another       | 217.00             |
| Check | 08/12/2016     | 282818 Accounts Payable | Jones, Alfred                                        |                                                                  | 178.20             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 2016-00003203  |                         | 08/05/2016                                           | Mileage Reimbursement for July 2016                              | 178.20             |
| Check | 08/12/2016     | 282819 Accounts Payable | Karen Lanesux dba Law Office of Sandra<br>Lewis P.C. |                                                                  | 100.00             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 7/27/16        |                         | 08/05/2016                                           | Temp Judge Fees - Cases from 7/27 /2016                          | 100.00             |
| Check | 08/12/2016     | 282820 Accounts Payable | Keet Consulting Services, LLC EV# 483422             |                                                                  | 750.00             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 00-600769      |                         | 08/05/2016                                           | GIS Support & Maintenance, July 2016, Inv#00-600769              | 750.00             |
| Check | 08/12/2016     | 282821 Accounts Payable | Kelley Foods of Alabama, Inc. EV#482154              |                                                                  | 3,393.80           |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 2016-00003097  |                         | 08/01/2016                                           | products purchased during the month of July, 2016                | 3,393.80           |
| Check | 08/12/2016     | 282822 Accounts Payable | Kona, Inc.                                           |                                                                  | 138.00             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 949378007      |                         | 08/05/2016                                           | Elevator Maintenance - 131 South Perry August 2016               | 138.00             |
| Check | 08/12/2016     | 282823 Accounts Payable | LD Products, Inc.                                    |                                                                  | 280.32             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | SIP 0056064788 |                         | 08/05/2016                                           | Probate Court Office                                             | 183.34             |
|       | SIP 005045346  |                         | 08/05/2016                                           | Invent. Reorder Batch 7/26/2016                                  | 118.98             |
| Check | 08/12/2016     | 282824 Accounts Payable | LECC-NDAL Fund                                       |                                                                  | 250.00             |
|       | Invoice        |                         | Date                                                 | Description                                                      | Amount             |
|       | 2016-00003183  |                         | 08/05/2016                                           | (54)-Registration for Captain Gayle Atchison to attend LECC Conf | 250.00             |
| Check | 08/12/2016     | 282825 Accounts Payable | Lewis Lawn Equipment, Inc. EV# 519563                |                                                                  | 78.01              |

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**Montgomery County Commission**  
**Payment Batch Register**  
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 Batch Date: 08/11/2016

| Type  | Date          | Number Source | Payee Name       | EFT Bank/Account                                                | Transaction Amount |
|-------|---------------|---------------|------------------|-----------------------------------------------------------------|--------------------|
| Check | Invoice       |               | Description      |                                                                 | Amount             |
|       | 298481        |               | 08/05/2016       | Repair Stahl Edger                                              | 76.01              |
|       | 08/12/2016    | 262826        | Accounts Payable | Lexis Nexis EV# 19170                                           | 235.98             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
|       | 3080805859    |               | 08/05/2016       | July 2016 fees                                                  | 235.98             |
| Check | 08/12/2016    | 262827        | Accounts Payable | Long-McGehee Electrical Contractors                             | 815.80             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
| Check | 47932         |               | 08/05/2016       | EMERGENCY Check Electrical System at Pardon and Parole          | 225.00             |
|       | 47935         |               | 08/05/2016       | EMERGENCY Repair Exhaust Fan in J1 NW Fan 35 (Fire Hazard)      | 590.80             |
|       | 08/12/2016    | 262828        | Accounts Payable | M & M Electric EV# 468842                                       | 124.10             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
|       | 239821        |               | 08/05/2016       | Repair Condensor Fan Motor for Probation and Parole A/C         | 124.10             |
| Check | 08/12/2016    | 262829        | Accounts Payable | MADRID , MAXWELL EDWARD                                         | 313.99             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
| Check | 2016-00003185 |               | 08/05/2016       | (53)-Reimbursement for travel expenses                          | 313.99             |
|       | 08/12/2016    | 262830        | Accounts Payable | Marcus Townsend                                                 | 165.50             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
| Check | 2016-00003215 |               | 08/05/2016       | (TR 8)-Reimbursement -SSGT Defensive Instructor Recertification | 165.50             |
|       | 08/12/2016    | 262831        | Accounts Payable | Marshall Lumber Co. EV# 501976                                  | 15.95              |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
| Check | 2615240       |               | 08/05/2016       | YF12466                                                         | 3.69               |
|       | 2614120       |               | 08/05/2016       | YF12463                                                         | 12.28              |
|       | 08/12/2016    | 262832        | Accounts Payable | Martinez Tolbert                                                | 688.14             |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
| Check | 2016-00003217 |               | 08/05/2016       | (TR 8)-Reimbursement -SSGT Defensive Instructor Recertification | 688.14             |
|       | 08/12/2016    | 262833        | Accounts Payable | Means Gillis Law, LLC                                           | 1,460.82           |
|       | Invoice       |               | Date             | Description                                                     | Amount             |
|       | 8/2016        |               | 08/05/2016       | retainer for aug 2016                                           | 1,460.82           |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date       | Number Source           | Payee Name                                   | EFT Bank/Account                                                | Transaction Amount |
|-------|------------|-------------------------|----------------------------------------------|-----------------------------------------------------------------|--------------------|
| Check | 08/12/2016 | 262834 Accounts Payable | Merchants Foodservice EV# 107819             |                                                                 | 3,454.88           |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | 2016-00003096           | 08/01/2016                                   | products purchased during the month of July, 2016               | 3,454.88           |
| Check | 08/12/2016 | 262835 Accounts Payable | Montgomery Advertiser #1123                  |                                                                 | 55.86              |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | 0005739465              | 08/05/2016                                   | Public Hearing Notice - Justice Assistance Grant for the FY2016 | 55.86              |
| Check | 08/12/2016 | 262836 Accounts Payable | Montgomery Armored Car Service (EV# NOT REQ) |                                                                 | 1,273.47           |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | 8352898                 | 08/05/2016                                   | Armored Car Service for Probate Offices August 2016             | 1,273.47           |
| Check | 08/12/2016 | 262837 Accounts Payable | Montgomery County Gasoline Tax Fund EV# N/A  |                                                                 | 2,539.84           |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | JULY 2016               | 08/05/2016                                   | GASOLINE 7/2016                                                 | 2,539.84           |
| Check | 08/12/2016 | 262838 Accounts Payable | Montgomery Lock & Key EV# 478850             |                                                                 | 822.00             |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | 95138                   | 08/05/2016                                   | YF12441                                                         | 96.00              |
|       |            | 95185                   | 08/05/2016                                   | YF12442                                                         | 94.00              |
|       |            | 95344                   | 08/05/2016                                   | Repair Annex 2 Parking Deck Lock                                | 70.00              |
|       |            | 95280                   | 08/05/2016                                   | Install 3 Locks and Rekey 6 Locks at Flatwood                   | 562.00             |
| Check | 08/12/2016 | 262839 Accounts Payable | MSF, Inc. EV# 548310                         |                                                                 | 3,609.87           |
|       | Invoice    | Date                    | Description                                  |                                                                 | Amount             |
|       |            | 10541                   | 08/05/2016                                   | Security Services for MCDF Inmates-July                         | 82.26              |
|       |            | 10542                   | 08/05/2016                                   | Security Services for MCDF Inmates-July                         | 47.98              |
|       |            | 10586                   | 08/05/2016                                   | Security Services for MCDF Inmates-July                         | 54.84              |
|       |            | 2016-00003182           | 08/05/2016                                   | Security Services for MCDF Inmates-July                         | 61.70              |
|       |            | 10576                   | 08/05/2016                                   | Security Services for MCDF Inmates-July                         | 47.98              |
|       |            | 10654                   | 08/05/2016                                   | Security Guard Service for July 25-August 1, 2016               | 531.44             |
|       |            | 10643                   | 08/05/2016                                   | Security Guard Service for July 25-August 1, 2016               | 550.60             |
|       |            | 10644                   | 08/05/2016                                   | Security Guard Service for July 25-August 1, 2016               | 573.60             |
|       |            | 10676                   | 08/05/2016                                   | Security Guard Service for July 25-August 1, 2016               | 535.27             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date          | Number Source           | Payee Name                                                      | EFT Bank/Account | Transaction Amount |
|-------|---------------|-------------------------|-----------------------------------------------------------------|------------------|--------------------|
|       | 10885         | 08/05/2016              | Security Guard Service for July 25-August 1, 2016               |                  | 660.60             |
|       | 10886         | 08/05/2016              | Security Guard Service for July 25-August 1, 2016               |                  | 573.60             |
| Check | 08/12/2016    | 262840 Accounts Payable | naxAir, LLC                                                     |                  | 168.00             |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 04385954      | 08/05/2016              | Annual Oxygen/Acetylene Cylinder Lease (July 2016-July 2017)    |                  | 168.00             |
| Check | 08/12/2016    | 262841 Accounts Payable | Office Depot, Inc. EV# 19958                                    |                  | 228.28             |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 849138458001  | 08/05/2016              | Office Supplies - Tammy Nix                                     |                  | 10.09              |
|       | 848930808001  | 08/05/2016              | Office Supplies - Tammy Nix                                     |                  | 33.56              |
|       | 849446365001  | 08/05/2016              | Lysol Disinfectant Spray                                        |                  | 6.01               |
|       | 1955366558    | 08/05/2016              | Television HDMI Cable/ Lightning/USB Cables                     |                  | 103.47             |
|       | 851083337001  | 08/05/2016              | Invent. Recorder Batch 7/13/2016                                |                  | 17.94              |
|       | 852020511001  | 08/05/2016              | Cisco Mounting Adapter for Wireless Access Point                |                  | 28.34              |
|       | 852284363001  | 08/05/2016              | NEENAH CARDSTOCK GRAY Item # 424134                             |                  | 27.24              |
|       | 852221666001  | 08/05/2016              | Brochure Size Literature Holder                                 |                  | 3.63               |
| Check | 08/12/2016    | 262842 Accounts Payable | Parks, Carlos                                                   |                  | 170.05             |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 2016-00003216 | 08/05/2016              | (TR 8)-Reimbursement -SSGT Defensive Instructor Recertification |                  | 170.05             |
| Check | 08/12/2016    | 262843 Accounts Payable | Pintala Water & F P A                                           |                  | 66.15              |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 2016-00003154 | 08/05/2016              | WATER BILL/021066000                                            |                  | 31.25              |
|       | 2016-00003155 | 08/05/2016              | WATER BILL/021068000                                            |                  | 14.00              |
|       | 2016-00003156 | 08/05/2016              | WATER BILL/021067000                                            |                  | 20.90              |
| Check | 08/12/2016    | 262844 Accounts Payable | Pitney Bowes Inc.                                               |                  | 59.19              |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 1001423252    | 08/05/2016              | Sealer Solution for Postage Machine                             |                  | 59.19              |
| Check | 08/12/2016    | 262845 Accounts Payable | Pitney Bowes Reserve Account                                    |                  | 10,000.00          |
|       | Invoice       | Date                    | Description                                                     |                  | Amount             |
|       | 2016-00003211 | 08/05/2016              | Postage for Mail Machine - Support Service Acct# 50002773       |                  | 10,000.00          |
| Check | 08/12/2016    | 262846 Accounts Payable | Pump Repairs EV# 548002                                         |                  | 202.50             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type                                                                       | Date       | Number Source           | Payee Name                        | EFT Bank/Account | Transaction Amount |
|----------------------------------------------------------------------------|------------|-------------------------|-----------------------------------|------------------|--------------------|
|                                                                            |            |                         |                                   |                  | <b>Amount</b>      |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 8297 08/05/2016 REPAIRS MADE TO DOWNTOWN PUMP                              |            |                         |                                   |                  | 202.50             |
| Check                                                                      | 08/12/2016 | 262847 Accounts Payable | Red Bazzell & Son Inc EV# 501843  |                  | 1,271.03           |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 39024 08/05/2016 ACCIDENT REPAIR VEH 6430                                  |            |                         |                                   |                  | 271.03             |
| 39239 08/05/2016 Refinish Paint for SOP Humvee Vehicle                     |            |                         |                                   |                  | 1,000.00           |
| Check                                                                      | 08/12/2016 | 262848 Accounts Payable | Regions Bank EV# NA-              |                  | 241.78             |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| travel #24 08/05/2016 Pay Corporate Account Travel Expenses Travel #24     |            |                         |                                   |                  | 241.78             |
| Check                                                                      | 08/12/2016 | 262849 Accounts Payable | Richerson, Wesley                 |                  | 1,500.00           |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 2016-00003187 08/05/2016 Reimbursement for College Incentive Program       |            |                         |                                   |                  | 1,500.00           |
| Check                                                                      | 08/12/2016 | 262850 Accounts Payable | Rivertree Systems (EV Not needed) |                  | 1,125.00           |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| mtgco60 08/05/2016 08/01/16 Invoice # MtgCo60 Audit hrs @ \$75             |            |                         |                                   |                  | 1,125.00           |
| Check                                                                      | 08/12/2016 | 262851 Accounts Payable | Sara Lee Bakery Group EV#137280   |                  | 356.12             |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 2016-00003099 08/01/2016 products purchased during the month of July, 2016 |            |                         |                                   |                  | 356.12             |
| Check                                                                      | 08/12/2016 | 262852 Accounts Payable | SDS Marketing, Inc. EV509135      |                  | 560.00             |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 6-722 08/05/2016 Property Room Envelopes                                   |            |                         |                                   |                  | 560.00             |
| Check                                                                      | 08/12/2016 | 262853 Accounts Payable | Sea Coast Disposal, Inc.          |                  | 4,520.84           |
| Invoice                                                                    |            |                         |                                   |                  | <b>Amount</b>      |
| 7180 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 670.02             |
| 7194 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 713.54             |
| 7195 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 818.94             |
| 7193 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 832.20             |
| 7191 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 815.88             |
| 7192 08/05/2016 Sea Coast Disposal - Saturday Clean-up - Jul 2016          |            |                         |                                   |                  | 670.36             |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type  | Date        | Number Source           | Payee Name                                           | EFT Bank/Account | Transaction Amount |
|-------|-------------|-------------------------|------------------------------------------------------|------------------|--------------------|
| Check | 08/12/2016  | 262854 Accounts Payable | Sherwin Williams                                     |                  | 588.33             |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | 4477-8      | 08/05/2016              | Paint Supplies for DA PreTrial                       |                  | 489.85             |
|       | 4478-1      | 08/05/2016              | Paint Mufflers on J2 Generator                       |                  | 108.48             |
| Check | 08/12/2016  | 262855 Accounts Payable | SHI International Corporation EV# 138882             |                  | 61.36              |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | B04996324   | 08/05/2016              | Displayport DVI Adapter                              |                  | 28.10              |
|       | b05318214   | 08/05/2016              | Probate Court Office                                 |                  | 4.88               |
|       | b05331577   | 08/05/2016              | Probate Court Office                                 |                  | 30.28              |
| Check | 08/12/2016  | 262856 Accounts Payable | Signs Now EV# 477973                                 |                  | 1,176.80           |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | k50929      | 08/05/2016              | Graphics for Deputy Dave Vehicle                     |                  | 100.00             |
|       | k51087      | 08/05/2016              | Vehicle Graphics for 2016 Ford Transit Transport Van |                  | 1,076.80           |
| Check | 08/12/2016  | 262857 Accounts Payable | Strickland Companies EV#472815                       |                  | 2,443.50           |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | MGS76721-00 | 08/05/2016              | Copy Paper 8 1/2" x 11", White                       |                  | 1,088.00           |
|       | mg577019-00 | 08/05/2016              | Invent. Reorder Batch 8/4/2016                       |                  | 1,357.50           |
| Check | 08/12/2016  | 262858 Accounts Payable | The Bobcat Company EV#480987                         |                  | 2,100.00           |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | 3349        | 08/05/2016              | Clean Jail 1 Kitchen Hood                            |                  | 1,725.00           |
|       | 3348        | 08/05/2016              | Clean Annex 1 Kitchen Hood                           |                  | 375.00             |
| Check | 08/12/2016  | 262859 Accounts Payable | The Bridge, Inc. EV#491988                           |                  | 38,750.00          |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | 07312016    | 08/05/2016              | administration of the Davis Program                  |                  | 38,750.00          |
| Check | 08/12/2016  | 262860 Accounts Payable | The Office Pal                                       |                  | 931.77             |
|       | Invoice     | Date                    | Description                                          |                  | Amount             |
|       | 123889-IN   | 08/05/2016              | print cartridges                                     |                  | 25.28              |
|       | 123591-IN   | 08/05/2016              | print cartridges                                     |                  | 575.76             |
|       | 124448-in   | 08/05/2016              | BLACK TONER CARTRIDGE CP3505N/Q6470A                 |                  | 330.75             |

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# Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719  
Batch Date: 08/11/2016

| Type                               | Date          | Number | Source           | Payee Name                                                      | EFT Bank/Account | Transaction Amount |
|------------------------------------|---------------|--------|------------------|-----------------------------------------------------------------|------------------|--------------------|
| Check                              | 08/12/2016    | 262861 | Accounts Payable | TransUnion Risk and Alternative Data Solutions Inc              |                  | 25.00              |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | 7/1-31 2016   |        | 08/05/2016       | search engine                                                   | 25.00            |                    |
| Check                              | 08/12/2016    | 262862 | Accounts Payable | WW Grainger, Inc. EV# 19859                                     |                  | 128.00             |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | 9185630636    |        | 08/05/2016       | 32dB Disposable Contoured Shape Ear Plugs; Without Cord, Yellow | 128.00           |                    |
| Check                              | 08/12/2016    | 262863 | Accounts Payable | Watson, Dave                                                    |                  | 363.51             |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | 2016-00003186 |        | 08/05/2016       | (53) Reimbursement for travel expenses                          | 363.51           |                    |
| Check                              | 08/12/2016    | 262864 | Accounts Payable | Wetumpka Tinting LLC                                            |                  | 230.00             |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | 8/4/16        |        | 08/05/2016       | INSTALL WINDOW TINT FOR MCSO 2016 JEEP PATRIOT                  | 230.00           |                    |
| Check                              | 08/12/2016    | 262865 | Accounts Payable | Whitfield Memorial United Methodist Church EV#N/A               |                  | 700.00             |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | #175          |        | 08/05/2016       | Test Site - Deputy Sheriff Sgt. Exam 8/18/2015 Invoice # 175    | 700.00           |                    |
| Check                              | 08/12/2016    | 262866 | Accounts Payable | Wilson & Wilson, Inc. EV# 503389                                |                  | 114.50             |
|                                    | Invoice       |        | Date             | Description                                                     | Amount           |                    |
|                                    | 125618        |        | 08/05/2016       | Smead Color Pressboard Binder Cover                             | 114.50           |                    |
| DISB Disbursement Fund 719 Totals: |               |        |                  |                                                                 |                  | \$204,548.46       |
| Transactions: 93                   |               |        |                  |                                                                 |                  |                    |
| Checks                             |               | 93     |                  |                                                                 |                  | \$204,548.46       |

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**Montgomery County Commission**  
**Payment Batch Register**  
 Bank Account: DISB - Disbursement Fund 719  
 Batch Date: 08/11/2016

| Type                                       | Date          | Number Source           | Payee Name                 | EFT Bank/Account | Transaction Amount |
|--------------------------------------------|---------------|-------------------------|----------------------------|------------------|--------------------|
| Bank Account: DISB - Disbursement Fund 719 |               |                         |                            |                  |                    |
| Check                                      | 08/12/2016    | 262867 Accounts Payable | Daniel Hams, Jr.           |                  | 2,136.04           |
|                                            | Invoice       | Date                    | Description                |                  | Amount             |
|                                            | 2016-00003220 | 08/11/2016              | Travel #20 - Reimbursement |                  | 2,136.04           |
| DISB Disbursement Fund 719 Totals:         |               |                         | Transactions: 1            |                  | <u>\$2,136.04</u>  |
| Checks:                                    | 1             |                         | \$2,136.04                 |                  |                    |

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