

ELTON N. DEAN, SR.
CHAIRMAN
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VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
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August 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the September 5, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Tuesday, September 5, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County offices will be closed on Monday, September 4, 2017 in observance of Labor Day.

During our last Commission meeting, I was requested to schedule the Commissioners to attend the monthly Judges' meeting to discuss the Community Corrections program. This meeting is scheduled for **Thursday, September 7, 2017 at Noon** in the Commission Conference Room.

Enclosed in your packet is a Proposal to Provide Legal Services prepared by the Maynard Cooper & Gale Law Firm.

Enclosed in your packet is an analysis prepared by the Public Affairs Research Council of Alabama (PARCA) regarding Budget Trends for Montgomery Public Schools Core Spending Budgets (2013-2017). The Total cost of the study was \$45,000, which was paid by the City of Montgomery. The City would like the County to contribute 40% of the cost for this report in the amount of \$18,000.

As a reminder, the last time for Commissioners to appropriate Miscellaneous Appropriation and Education Appropriation funds for FY2016-2017, will be at the September 25, 2017 meeting.

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 September 5, 2017

Waived Rules Items

2. Consider Award of Request for Proposal to ES&S for Election Equipment, RFP Number 51300-17P-022, Probate Judge's Office (Elections) (**NOTE: The RFP Award Amount is \$1,373,771 and the cost discussed prior to the RFP was \$1,027,491**)
3. Consider Authorization of Revised Industrial Access Agreement with the Alabama Department of Transportation regarding a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc., County Commission
4. Consider Authorization of First Amendment to Purchase and Sale Agreement with JP 25 Washington, LLC to Extend the Inspection Period for an Additional Two Weeks regarding the Parking Deck Facility and Underlying Real Estate Located at 100 South Perry Street, County Commission

Items to Consider for the September 25, 2017 Montgomery County Commission Regular Meeting Agenda

5. Consider Authorization of Master Plan regarding the Old Selma Road Park and Release Goodwyn, Mills and Cawood, Inc., to complete the Final Design based upon the Master Plan and Contract that has been Executed, GMC Project No. CMGM17-0023, County Commission
6. Consider Authorization of Amendment Number 1 to Contract with The Bridge, Inc., for the Davis Treatment Program, Youth Facility
7. Consider Authorization of Bid Award for Internet Service, Bid Number 51965-17B-016, Information Systems
8. Consider Authorization of Bid Award to Jace Chandler & Associates, Inc., for Trailer Mounted Bituminous Adhesive Applicator, Bid Number 53100-17B-023, Engineering Department
9. Consider Authorization of Memorandum of Understanding with the One Place Family Justice Center, County Commission
10. Consider Authorization of Renewal Amendment to IncomeWorks Software License Agreement, Appraisal Department
11. Consider Authorization of Addendum 1 to Personal Property Audit Services Agreement with Tax Management Associates, Inc. Contract, Appraisal Department

12. Public Comment regarding Proposed 2017-2018 Operating Budget, County Commission
13. Consider Proposed 2017-2018 Operating Budget, County Commission
14. Consider Authorization of Resolution regarding GASB 54 Fund Balance Commitments, County Commission
15. Consider Authorization of Resolutions regarding One-Time Lump Sum Payments to County Retirees, County Commission
16. Consider Authorization of Resolution regarding Office of Management and Budget Uniform Administrative Requirements, County Commission
17. Consider Authorization of Board Member Appointment to the Montgomery Area Mental Health Authority, County Commission
18. Consider Authorization of Board Member Appointment to the Montgomery Community Action Board, County Commission
19. Consider Authorization of Bid Award to Reaction Distributing, Inc., for Self-Contained Compactor, Bid Number 51901-17B-014, Support Services
20. Consider Authorization of Payment of Invoice from the City of Montgomery for Services Provided by Public Affairs Research Council of Alabama for Analysis of Budget Trends for Montgomery Public Schools Core Spending Budgets (2013-2017) in the Amount of \$18,000, County Commission

General Information

21. Copy of Memorandum from Probate Judge Steven L. Reed requesting the Commission to Set Aside Funds for a County-Wide Strategic Plan
22. Copy of Letter from Founder Maria Ashmore with Women of Hope requesting Funding in the Amount of \$13,500 for Program Services **(On 10/5/15, Vice Chairman Walker appropriated \$500 from her account to this organization. On 9/12/16, Vice Chairman Walker appropriated \$1,000 from her account to this organization)**
23. Copy of Financial Feasibility Report for Pilgrim-Providence Water and Fire Protection Authority requesting Funding for a Pump, Copy of Quote for Pump in the Amount of \$41,100 from Donald Smith Company, Inc., and Copy of Opinion from County Attorney Thomas T. Gallion, III

24. Copy of Letter from Alabama Historical Commission regarding the Addition of Union Chapel AME Zion Church, 3100 Old Wetumpka Highway, to the Alabama Register of Landmarks and Heritage
25. Copy of Information regarding the 2017 Montgomery Chamber Diversity Summit to be held September 26, 2017 at the Renaissance Montgomery Hotel & Spa at the Convention Center
26. Copy of Email from Don Schofield with Rolling Hills/Lakes Volunteer Fire Department regarding Upcoming Board Member Appointments
27. Copy of Schedule of Upcoming Bids/Contract Renewals for September – November 2017

Future Budget Changes from Donation Revenue – No Attachments

Liberty Learning Foundation, Inc., requested Funding in the Amount of \$25,000 for The Super Citizen Programs for the 2017-2018 Academic Year **(On 11/21/16, the County Commission approved a Budget Change Request in the amount of \$25,000 for Program Expense)**

Valiant Cross Academy requested Funding in the Amount of \$42,963.06 for Uniforms and Computers **(On 11/7/16, The Commission approved a Budget Change Request in the amount of \$20,000 for computer equipment and smart board system. On 10/17/16, Chairman Dean, Commissioner Harris and Commissioner Hall appropriated \$500 from each of their accounts.)**

Montgomery Education Foundation requested Funding in the Amount of \$32,000 regarding the Brain Forest Summer Learning Program (The Brain Forest Summer Learning Program is sponsored by the Montgomery Education Foundation. This program had an \$80,000 shortfall when the State Department of Education realigned the Montgomery County Board of Education's Summer Funding. A 60/40 allocation between the City and County would result in the County appropriating \$32,000 for this Program) **(On 5/16/16, Commissioner Harris appropriated \$1,000 from his account to this organization. The County Commission appropriated in the Budget \$45,000 to the Montgomery Education Foundation from the General Fund for FY 2016-2017)**

E.A.T. South Farm requested Funding in the Amount of \$10,000 for Fiscal Year 2017-2018 **(On 8/15/16, Vice Chairman Walker appropriated \$2,000 from her account and the Commission approved a Budget Change Request in the amount of \$8,000 for Program Expense.)**

Montgomery County Commission

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August 31, 2017

**Items to Consider for September 25, 2017 Emergency Management Communications
District Board Meeting Agenda – No Attachments**

Public Comment regarding Proposed 2017-2018 Emergency Management
Communications District Board Budget

Consider Proposed 2017-2018 Emergency Management Communications District Board
Budget

Consider Annual Certification to the Alabama 9-1-1 Board for Fiscal Year Ending
September 30, 2018

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
SEPTEMBER 5, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Probate Judge Steven L. Reed and Director of Elections Darryl Parker – Presentation regarding Award of Request for Proposal to ES&S for Election Equipment, RFP Number 51300-17P-022 **(NOTE: The RFP Award Amount is \$1,373,771 and the prior presented cost was \$1,027,491) (Waived Rules Item 2) and County-Wide Strategic Plan (General Information Item 21)**
- 8:20 a.m. Executive Vice President of Transportation David Reed and Transportation Engineer Jeff Fennell with Goodwyn, Mills and Cawood – Presentation regarding Revised Industrial Access Agreement with the Alabama Department of Transportation concerning a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc. **(Waived Rules Item 3)** and Master Plan concerning the Old Selma Road Park and Release GMC, Inc., to complete the Final Design based upon the Master Plan and Contract that has been Executed, GMC Project No. CMGM17-0023 **(Future Agenda Item 5)**
- 8:30 a.m. Founder Maria Ashmore and Financial Coordinator Martha Smith with Women of Hope – Presentation requesting Funding in the Amount of \$13,500 for Program Services **(On 10/5/15, Vice Chairman Walker appropriated \$500 from her account to this organization. On 9/12/16, Vice Chairman Walker appropriated \$1,000 from her account to this organization) (General Information Item 22)**
- 8:40 a.m. Executive Director Blake R. Thomas with the Montgomery Symphony Orchestra – Presentation regarding the Organization
- 8:50 a.m. Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Amendment Number 1 to Contract with The Bridge, Inc., for the Davis Treatment Program **(Future Agenda Item 6)**
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Bid Award for Internet Service, Bid Number 51965-17B-016, Information Systems **(Future Agenda Item 7)**
- 9:05 a.m. County Engineer George Speake – Presentation regarding Bid Award to Jace Chandler & Associates, Inc., for Trailer Mounted Bituminous Adhesive Applicator, Bid Number 53100-17B-023 **(Future Agenda Item 8)**
- 9:10 a.m. Executive Director Kaye Harris with One Place Family Justice Center – Presentation regarding Memorandum of Understanding concerning One Place Family Justice Center **(Future Agenda Item 9)**
- 9:15 a.m. Chief Appraiser Clay Henley – Presentation regarding Renewal Amendment to IncomeWorks Software License Agreement **(Future Agenda Item 10)** and Addendum 1 to Personal Property Audit Services Agreement with Tax Management Associates, Inc. Contract **(Future Agenda Item 11)**

INFORMATION SESSION SCHEDULE

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SEPTEMBER 5, 2017

- 9:20 a.m. Finance Director Sherrill Thomas – Public Comment regarding Proposed 2017-2018 Operating Budget (**Future Agenda Item 12**), Proposed 2017-2018 Operating Budget (**Future Agenda Item 13**), Resolution regarding GASB 54 Fund Balance Commitments (**Future Agenda Item 14**), Resolutions regarding One-Time Lump Sum Payments to County Retirees (**Future Agenda Item 15**) and Resolution regarding Office of Management and Budget Uniform Administrative Requirements (**Future Agenda Item 16**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

2017 AUG 30 AM 10:20
RECEIVED
CLERK OF COURTS

To: Montgomery County Commission

Cc: Donnie Mims

From: Steven L. Reed, Probate Judge

Date: Wednesday August 30, 2017

Re: Request to wave rules and approve ES&S response to Request for Proposal (RFP) for Election Equipment for Montgomery County Probate Office Election Center.

Election Systems and Software (ES&S) has responded to the RFP put out by the Probate Office Election Center. The ES&S proposal meets the specific needs of Montgomery County for election equipment. The proposal is for \$1,318,095.00 this would include the DS200 Precinct Scanner; DS850 High Speed Digital Image Scanner; and ExpressVote Ballot Marking Device.

Thank you for your favorable consideration.

A handwritten signature in black ink, appearing to read "Steven L. Reed", is written over a horizontal line.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 30, 2017

RE: RFP No. 51300-17P-022
Electronic Voting and Election Management System

Request that rules be waived and approval of award on the above referenced request for proposal to the only proposal received, Election Systems and Software, in the amount of \$1,373,771.02 be placed on the agenda September 5, 2017. (Copy of spreadsheet attached.)

Coordination of award made with Steven L. Reed, Probate Judge and Darryl Parker, Director of Elections

Attachment

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4	
REQUEST FOR PROPOSAL NO: 51300-17P-022				Election Systems & Software, LLC Attn: Richard Jablonski 11208 John Galt Blvd. Omaha, NE 68137		MWBE YES X NO					
DATE ISSUED: JULY 25, 2017											
DATE OPENED: AUGUST 14, 2017											
ELECTION SYSTEMS											
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
1	Electronic Voting	Ea	1	\$1,373,771.02	\$1,373,771.02						
	and Election										
	Management System										
TOTAL BID AMOUNTS					\$1,373,771.02						

Notes:

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ACCEPTANCE OF PROVISIONS CONTAINED IN REQUEST FOR PROPOSAL

All provisions of this RFP are accepted by company submitting proposal as part of any contract or purchasing resulting there from.

Company Name Election Systems & Software, LLC

Federal I.D. # 47-0617567

Mailing Address 11208 John Galt Blvd

Omaha, NE 68137

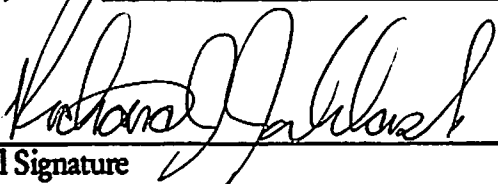
Phone Number (402) 970-1103

Email Address djjablonski@essvote.com

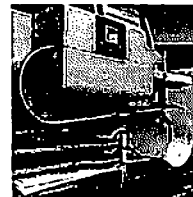
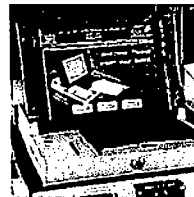
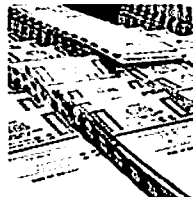
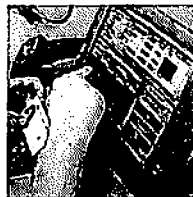
Quote F.O.B. \$1,373,771.02

Terms of Payment 100 percent of Order Total due Thirty (30) Calendar Days after Equipment Delivery OR Four (4) Year Financing Option with first payment due at Contract Execution and annually thereafter.

Delivery Date On or before September 27, 2017


Official Signature

Richard J. Jablonski, Vice President of Finance
Printed Name and Title



Montgomery County, Alabama
Purchase Proposal Quote
 Submitted by Election Systems & Software

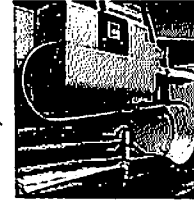
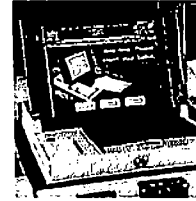
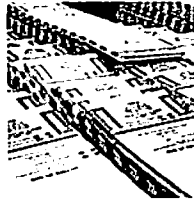
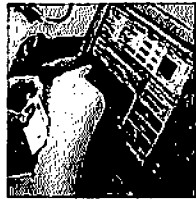
Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
Tabulation Hardware			
Model DS200 Precinct Scanner:			
156	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)	\$5,750.00	\$897,000.00
10	4GB Jump Drive (Additional)	\$105.00	\$1,050.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumb Drives)	\$111,500.00	\$111,500.00
1	DS850 Initial Annual License Fee	Included	Included
1	Installation/Training Fee (1st Unit)	\$3,575.00	\$3,575.00
ExpressVote Ballot Marking Device:			
105	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord)	\$3,325.00	\$349,125.00
105	Soft-Sided Case	\$175.00	\$18,375.00
Tabulation Software			
1	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$37,645.00	\$37,645.00
Third Party Products			
1	EMS 3rd Party Hardware With On-Site Installation	\$27,906.02	\$27,906.02
Tabulation Services			
10	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,650.00 per day	\$16,500.00
X	Project Management		
X	Equipment Operations Training		
X	Consultation for Training Videos		
X	Software Training		
X	Training To Plan for Future Upgrades To Network Configuration	\$6,900.00 per event	\$6,900.00
1	Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,525.00 per event	\$4,525.00
X	Installation/Acceptance Testing		\$28,965.00
X	1 Year Hardware and Software Warranty		Included
Shipping & Other			
X	Shipping and Handling		Included
X	Performance Bond		Included
X	Customer Discount		(\$76,671.02)
	Trade-In Allowance. Equipment Being Traded-In by Customer Includes:		(\$108,300.00)
	157-Model 100 Scanner		
	157-Model 100 Ballot Box		
	1-Model 650 Scanner - Infra Red		
	124-AutoMARK		
Total Tabulation Purchase Solution			\$1,318,095.00

Pollbook Hardware

59	ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Back Strap, Lazy Susan Stand, Stylus with Tether, Micro-SD Card w/SD Adaptor, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, and Carrying Case.	\$475.00	\$28,025.00
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Montgomery County, Alabama
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
Pollbook Software			
59	Initial Annual ExpressPoll Software License and Maintenance and Support Fee	\$370.00	\$21,830.00
Pollbook Services			
59	Acceptance Testing	\$50.00	\$2,950.00
3	Project Management	\$1,650.00 per day	\$4,950.00
1	EZRoster Software Training	\$1,650.00 per day	\$1,650.00
X	1 Year Hardware and Software Warranty		Included
X	Shipping (ExpressPoll Hardware & Software)		Included
Total Pollbook Purchase Solution			\$59,405.00
X	Bundled Tabulation and Pollbook Discount		(\$2,500.00)
Total Tabulation and Pollbook System Purchase Solution with Bundled Discount			\$1,375,000.00

Financing Terms

Lease/Purchase Payment Information for Bundled Tabulation and Pollbook Solution:	Annual Payment
Annual Payment for the 4-Year Term (Total of 4 Payments). Initial Payment Due at Contract Execution.	\$359,087.03
Note: Annual payment amount reflects an interest rate of 2.99%	

Lease/Purchase Financing Notes:

1. ES&S is able to provide direct financing for the Total Purchase Price through its affiliate, Nationwide Capital.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.
4. The Lease/Purchase Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

Annual Post-Warranty License and Maintenance and Support Fees
(Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)

Annual Post-Warranty Hardware Maintenance and Support Fees:			
156	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$147.50	\$23,010.00
1	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$2,525.00	\$2,525.00
105	HMA ExpressVote BMD - Silver Coverage (Maintenance Once Every 24-Months)	\$97.50	\$10,237.50
Annual Post-Warranty Firmware License and Maintenance and Support Fees:			
156	Firmware License - DS200	\$80.00	\$12,480.00
1	Firmware License - DS850	\$1,575.00	\$1,575.00
105	Firmware License - ExpressVote	\$65.00	\$6,825.00
Annual Post-Warranty Software License and Maintenance and Support Fees:			
1	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$37,645.00	\$37,645.00
Annual Post-Warranty Pollbook License and Maintenance and Support Fees:			
59	ExpressPoll Software License, Maintenance and Support Fee	\$99.00	\$5,841.00
Total Annual Post-Warranty License and Maintenance and Support Fees			\$100,138.50

Optional Pollbook Hardware

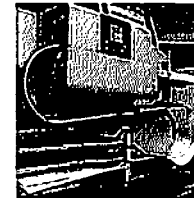
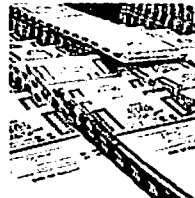
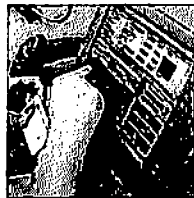
1	Portable 150n 3G Router for Wireless LAN (For devices in one location to communicate with one another)	\$45.00 Per Router
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Optional Pollbook Software

1	CentralPoint Initial Annual Software License and Hosting Fee. Requires Internet Explorer 10 or above.	\$2,000.00	\$2,000.00
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Note: Wifi WAN devices can be purchased through your cellular carrier if using CentralPoint. One device will be required per voting location.

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Montgomery County, Alabama
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
Estimated Pollbook Data Conversion Fees Per Election			
1	Set-Up/Configuration Fee Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data Configuration File Customization - Screen Customization - Options Setting Testing/Validation - Validation of Final Record Counts - Baseline Validation of Application Workflows & Active Functions - Testing of Special Configuration or Customer Options	\$500.00	\$500.00
150,000	Processing Fee Per Registered Voter	\$0.02	\$3,000.00
1	Post-Election Voter History Update (fee per update)	\$225.00	\$225.00

Optional Modems

1	DS200 Wireless Modem (Price does not include data transmission fees)		\$300.00 Per Modem
1	DS200 Landline Modem (Price does not include data transmission fees)		\$150.00 Per Modem
1	On-Site Installation of Modem		\$95.00 Per Modem

Note: Optional modem pricing above reflects ES&S's current rates for modems and on-site modem installation. Pending certification, should the County subsequently choose to purchase modems, they will be billed at ES&S's then current rates (see Footnote 1 regarding valid pricing term.) Transmitting election results via modems will also require additional EMS 3rd Party Hardware which can be purchased and installed by ES&S.

Optional Add-On Ballot On Demand Printer

1	Compact Printer with Firmware	Included	Included
1	Laptop Computer	Included	Included
1	Compact Laptop Holder	Included	Included
1	Printer & Software Training	Included	Included
1	Installation & Acceptance Testing	Included	Included
1	Balotat 1-Year Software License Including The Following Features:	Included	Included
X	Single Request Capability	Included	Included
X	Multiple Request Capability	Included	Included
X	E Balotat for Automated Email	Included	Included
X	Shipping and Handling	Included	Included

Total Add-On Ballot On Demand Printer Purchase Solution

\$9,500.00

Ballot Processing Fee for each Black & White Ballot Sheet Printed for the 1-Year Term:

\$0.45 TBD

Ballot Processing Fee for each Ballot Sheet Printed with Color for the 1-Year Term:

\$0.55 TBD

Note: Ballot processing fees for the high capacity ballot on demand printer include toner, waster toner boxes, drums, transfer belts, fusers, blank ballot stock, hardware break/fix maintenance, and consumables and blank ballot stock shipping and handling.

Initial Ballot-On-Demand Election Set-Up Fee per Election Event:

Remote Access: \$350.00 per election set-up + \$1.00 per unique PDF (up to 4 computers)

\$40.00 per computer over 4 units

Rework of set up due to customer changes after initial set up is complete: \$175.00 per change event

\$40.00 per computer over 4 units

\$350.00 fee for L&A Test deck creation + ballot processing fee for each printed sheet

On-Site: \$1,650.00 per day per person

Optional ES&S Certified Technician Election Day On-Site Support

1	ES&S Certified Technician Election Day On-Site Support		\$5,400.00 per technician, per day
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Footnotes:

- All pricing is valid for a period of one-hundred and twenty (120) days following the proposal opening.
- ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

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STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Chairman Elton Dean, Sr.
Vice Chairman Ronda M. Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

CC: Donald Mims

From: Steven L. Reed 

Date: May 30, 2017

Re: Purchase of Voting Machines for Montgomery County

2017 JUN 1 PM 3:15

On April 17, 2017 I requested the Montgomery County Commission formally approve the purchase of new voting equipment. The topic was not placed on the agenda for either of the commission meetings in the month of May. Since the time of the original request, the Governor has called for a special election to be held August 15, 2017.

In light of the time frame which we are currently facing I now ask that you waive rules and approve the purchase of new voting equipment for use in the upcoming special election. If the county commission chooses not to purchase new election equipment I ask that you waive rules and sign the needed contract with ES&S for Licensing, Maintenance, and Support Services. The cost of the contract is \$93,444.75. This contract must be in place or we cannot have our existing machines certified for the upcoming special election. This contract will only cover our equipment until September 1, 2017 upon which time we will need to sign another contract for an additional \$93,444.75 to cover the 2018 election cycle.

Attachment 1: Original new equipment first formally proposed April 17, 2017

Attachment 2: Contract for approval with ES&S



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

**IN SUPPORT OF THE PURCHASE OF REPLACEMENT VOTING
EQUIPMENT FOR MONTGOMERY COUNTY ALABAMA**

From: Office of Probate Judge Steven L. Reed

To: Montgomery County Commission

Re: Purchase of Replacement Voting Equipment for Montgomery County

Date: April 04, 2017

The purpose of this memorandum is to request the Montgomery County Commission to formally approve the purchase of replacement voting equipment for Montgomery County. Montgomery County's current voting equipment is simply obsolete. The cost of maintenance and upkeep of the equipment has outstripped the cost of replacement. The cost of replacement of that equipment is defrayed by several factors: 1) the sale of outdated Model VI voting booths to Madison County (\$25,000.00); 2) A savings of \$93,000.00 in maintenance fee savings if the purchase is made before the end of the current fiscal year; and 3) The use of \$70,000.00 in HAVA funds toward the purchase of replacement equipment which would help bring down the amount the County would have to allocate toward this purchase. This would save the county \$188,000.00, which does not include the amount of trade value expected to be earned off of our current equipment prior to our purchase of the replacement equipment. We expect to clear from \$150,000.00 - \$200,000.00 trade-in value and discounts for our current equipment. That means that this is a purchase which could net Montgomery County a total savings of from \$338,000.00 - \$388,000.00, before the county has spent any money at all.

The Election Center has residual Help America Vote Act (HAVA) funds to utilize which would help to further subsidize the cost of this purchase. The Election Center has in excess of \$100,000.00 remaining in HAVA funds according to the Secretary of State's office. We must hold some portion of those funds for the upcoming primary election in 2018 to cover the expense of batteries, chargers, and other primary election related necessities. The Election Center is prepared to utilize \$70,000.00 of said HAVA funds toward the cost of replacement election equipment for Montgomery County. This is meant to ensure that the voters of Montgomery County have the very best voting equipment available. This will also ensure that the voters of Montgomery County will continue to have the best services that the Probate Office of Montgomery County can provide.

The replacement voting equipment would require the Model DS200 Precinct Scanner to replace the M-100 tabulator. We would need one hundred and sixty (160) DS-200s to replace the current 190 M-100s. We would need to purchase two (2) Model DS850 High Speed Digital Image Scanners to replace the DS650 we currently use. One of the DS850s would be utilized in the Circuit Court Clerk's office to tabulate absentee ballots exclusively. The second DS850 machine would be utilized in the Election Center to tabulate any precincts throughout the county, and to tabulate write-ins and absentees in a backup capacity. Finally, we would need to purchase the ExpressVote Ballot Marking Device. We would need to purchase one hundred and twenty three (123) of these devices. This device would replace all of the AutoMarks and would also replace thirty (30) of the DS-100s. This device represents the current state-of-the-art in election equipment. This device is designed to be utilized by the disabled voter and the non-disabled voter alike to speed up the ballot casting process and eliminate wait times at precincts.

We would also purchase small installation stands so that the ExpressVote Marking device could be setup like any other tabulation machine and the voter could have complete privacy in using the device. Our legislature requires paper ballots for our electorate. The replacement machines will be multi-purpose machines in that they will tabulate all paper ballots and will be adaptable for future changes in the voting electorate by the state legislature.

DEDUCTIONS

		\$1,579,365.00
Trade-in on our current Equipment	-	(\$200,000.00)
		\$1,379,365.00
Election Center HAVA funds Contribution	-	(\$70,000.00)
		\$1,309,365.00
Sale of voting booths to Madison County	-	(\$ 25,000.00)
		\$1,284,365.00
ES&S Customer Discount 20%	-	(\$ 256,873.00)
TOTAL		\$1,027,491.00

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: January 1, 2017 through September 30, 2018

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
124	AutoMARK BMD Terminal	1/1/2017 through 9/30/2017	\$203.00	\$18,879.00 (Pro-Rated)
157	Model 100 Scanner	1/1/2017 through 9/30/2017	\$170.00	\$20,017.50 (Pro-Rated)
1	Model 650 Scanner	1/1/2017 through 9/30/2017	\$1,535.00	\$1,151.25 (Pro-Rated)
Total Maintenance Fees for the Coverage Period January 1, 2017 through September, 30 2017				\$40,047.75 (Pro-Rated)
124	AutoMARK BMD Terminal	10/1/2017 through 9/30/2018	\$203.00	\$25,172.00
157	Model 100 Scanner	10/1/2017 through 9/30/2018	\$170.00	\$26,690.00
1	Model 650 Scanner	10/1/2017 through 9/30/2018	\$1,535.00	\$1,535.00
Total Maintenance Fees for the Coverage Period October 1, 2017 through September, 30 2018				\$53,397.00
Total Hardware Maintenance Fees for the Initial Term				\$93,444.75

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Montgomery County, Alabama

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$93,444.75
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	Included in Hardware Maintenance Fees
Total Maintenance Fees for the Initial Term:		\$93,444.75
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$40,047.75 due on or before December 1, 2016 for the Coverage Period of January 1, 2017 through September 30, 2017.		
\$53,397.00 due on or before September 1, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.		
Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

August 18, 2017

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

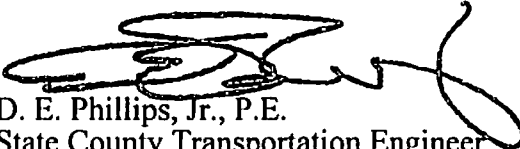
RE: IAR-051-000-012
MCP 51-81-17
Montgomery County

Dear Chair of County Commission:

Attached is the revised original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. Steve Graben
Mr. George Speake
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT-INDUSTRIAL ACCESS

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the construction of a new side road in Montgomery Industrial Park off of Industrial Park Boulevard located between Old Dominion and the south edge of the new Gerhardt site to benefit Gerhardt. Length – 0.142 miles. Project #IAR-051-000-012, MCP 51-81-17, CPMS Reference #100066457.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

This Agreement may be terminated by the STATE at any time the State Transportation Director determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Transportation Director to the other party or parties to this agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Transportation Director.

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects* dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.

D. The COUNTY will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

E. The COUNTY will furnish all construction engineering for the project from County forces or with a consultant selected by the STATE or with STATE forces not to exceed 15%, without prior approval by the State, as a part of the cost of the project.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The County will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

H. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

I. The COUNTY will immediately cause all work on the project to cease upon notification by the STATE that the project work is not being accomplished in accordance with the plans and/or this Agreement.

J. The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the COUNTY from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost. Should the funds granted by the Alabama Industrial Access Road and Bridge Corporation not cover the cost of the lowest responsive bidder's bid plus the cost of construction engineering and inspection, the County agrees to not request any additional Industrial Access Funds.

K. The estimated cost of this project shall be provided for from funds outlined below:

Corporation Industrial Access Funds	\$ 521,100.00
County Funds	0.00
Total Cost (Incl. E & I)	\$ 521,100.00

L. The COUNTY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

M. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

N. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

O. Invoices of the COUNTY for cost of work performed will be forwarded to the STATE as work progresses, but not more often than monthly, and the COUNTY will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

P. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

Q. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

R. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

S. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

T. In compliance with Act 2016-312, the County certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

U. Exhibit N is attached hereto as a part hereof.

V. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

W. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

X. This Agreement supersedes the Agreement dated March 13, 2017, and that Agreement dated March 13, 2017, is hereby deemed to be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

This agreement has been legally reviewed
and approved as to form and content:

BY: _____
Stacey S. Houston, Acting Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a new side road in Montgomery Industrial Park off of Industrial Park Boulevard located between Old Dominion and the south edge of the new Gerhardi site to benefit Gerhardi. Length – 0.142 miles. Project #IAR-051-000-012, MCP 51-81-17, CPMS Reference #100066457;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20 _____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 _____.

County Clerk

SEAL

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an in-place annual bid, the County will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was completed in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

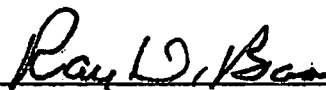
All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/DIVISION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

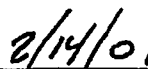

DATE

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to Purchase and Sale Agreement regarding 100 South Perry
Street Parking Deck

The Seller of the 100 South Perry Street parking deck, JP-Washington, LLC, has requested to extend the inspection period for an additional two weeks due to the illness of the environmental specialist that provides professional services to him.

The County Commission is conducting a Phase II Environmental Study and this process cannot be completed until his consultant is available. The inspection period is to end September 29, 2017.

DLM/tn

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is dated as of September 1, 2017, by and between JP-WASHINGTON, LLC, an Alabama limited liability company ("**Seller**"), and MONTGOMERY COUNTY COMMISSION ("**Buyer**").

RECITALS

- A. Seller and Buyer entered into that Purchase and Sale Agreement, dated as of July 14, 2017 (the "**Purchase Agreement**"), pursuant to which Seller agreed to sell, and Buyer agreed to purchase, certain Property more particularly described therein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.
- B. Pursuant to the Purchase Agreement, the Inspection Period is currently scheduled to end September 13, 2017, and the scheduled Closing Date is currently October 12, 2017.
- C. Seller and Buyer now desire to enter into this First Amendment in order to evidence the extension of the Inspection Period to September 29, 2017 and the scheduled Closing Date to October 31, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS

1. Inspection Period.

(a) The first sentence of Section 3 of the Purchase Agreement shall be amended to read as follows:

"Buyer shall have a period beginning on the Effective Date and ending on September 29, 2017 (the "**Inspection Period**") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof."

(b) The last paragraph of Section 3 of the Purchase Agreement shall be deleted in its entirety.

2. Closing. Subject to the satisfaction of all conditions hereof or the waiver in writing by Buyer, the date of Closing shall be October 31, 2017.

3. Seller and Buyer agree that Michael D. Morgan, PC of Montgomery, Alabama may serve as the Title Company and cause a Title Commitment to be issued to the Buyer as provided in Section 4 of the Purchase Agreement.

4. **Counterpart; PDFs.** This First Amendment may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same document. A fully PDF copy of this First Amendment shall be effective as an original.

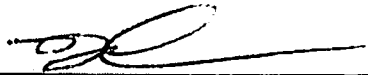
5. **No Other Modifications.** Except as expressly amended hereby, the Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment effective as of the day and year first above written.

SELLER:

JP-WASHINGTON, LLC,
an Alabama limited liability company

By: _____


Mark D. Jordan, Manager

BUYER:

MONTGOMERY COUNTY COMMISSION

By: _____

Chairman



2017 AUG 30 AM 8:21

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

August 29, 2017

Mr. Donnie Mims
Montgomery County Commission
101 S Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

**RE: Old Selma Road Park
GMC Project No. CMGM17-0023**

Dear Mr. Mims:

The park projects master plan has been finalized and reviewed by the Commissioner's at a work session. The next logical step is to release GMC, Inc. to complete the final design based upon the master plan and contract that we presently have.

Please place the master plan and notice to proceed with design on the first possible Commission Meeting Agenda. We will provide copies of the master plan, cost estimates and executed contract to you for distribution before the meeting.

Sincerely,

David B Reed

Xc: CMGM17-0023

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: August 30, 2017

RE: Contract No. 52601-17P-005
Manage and Operate Community-Based Adolescent Alternative

I request that the attached Amendment No. 1 to The Bridge, Inc. contract for Davis Treatment program be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for sixty (60) days, beginning October 1, 2017 and ending on November 30, 2017.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Beverly Wise acting Juvenile Court Administrator.

Attachment

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

**Amendment
To
Contract # 52601-17P-005**

Amendment No. 1

Contract with The Bridge Inc., Inc. to manage and operate community- based adolescent alternative program, is hereby extended for sixty (60) days beginning October 1, 2017 and ending November 30, 2017.

All other provisions of the contract will remain the same.

WITNESS:

THE BRIDGE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

**Amendment
To
Contract # 52601-17P-005**

Amendment No. 1

Contract with The Bridge Inc., Inc. to manage and operate community- based adolescent alternative program, is hereby extended for sixty (60) days beginning October 1, 2017 and ending November 30, 2017.

All other provisions of the contract will remain the same.

WITNESS:

THE BRIDGE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{mms}
DATE: August 30, 2017
RE: Invitation to Bid No. 51965-17B-016
Internet Service

Bid No. 51965-17B-016 for Internet Services was issued on August 18, 2017. The bids will be opened on September 8, 2017. I request that award of the bid be placed on the September 25, 2017, agenda for approval by the Commission.

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: August 28, 2017
RE: Invitation to Bid No. 53100-17B-023
Trailer Mounted Bituminous Adhesive Applicator

Request approval of award on the above referenced Invitation to Bid to the only bidder, Jace Chandler & Associates, Inc., in the amount \$21,995.00 based on unit pricing, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with George Speake, County Engineer.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

8-2



Chairman Elton Dean and County Commissioners
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

August 31, 2017

Dear Chairman Dean and Commissioners,

Please find a Memorandum of Understanding (MOU) between the Montgomery County Commission and One Place Family Justice Center (OPFJC) enclosed.

This MOU outlines the agreement between the County Commission and OPFJC in regards to OPFJC's use of County Courthouse Annex IV, located at 530 S. Lawrence Street, Montgomery, AL 36104.

In return for the use of Courthouse Annex IV, building maintenance, building insurance and telephone service, OPFJC will provide services to Montgomery County victims of domestic and sexual violence, dating violence, stalking, and child and elder abuse free of charge.

The estimated value of this In-Kind donation is \$111,000 per year.

OPFJC agrees to care for and maintain Courthouse Annex IV to the highest standards, and to use the facility only for our stated business.

OPFJC further requests your permission to be allowed to use the value of this In-Kind Donation, \$111,000 per year, as In-Kind matching when applying for federal, state and/or local grant funding.

Should you, or any of the Commissioners have further questions or concerns, please feel free to call me at any time.

We look forward to our continued partnership with Montgomery County and applaud your commitment to servicing victims of crime.

Best Regards,

Kaye Harris, Executive Director
One Place Family Justice Center

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on April 1, 2017, by and between Montgomery County Commission, hereinafter referred to as the "First Party," and One Place Family Justice Center, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the partnership.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this partnership;

MISSION

The aforementioned partnership has been established with the following intended mission in mind:

One Place Family Justice Center is a one-stop shop for victims of domestic violence, sexual assault, child and elder abuse, combining existing services in one location for the ease and benefit of survivors of domestic violence crimes. Over twenty different state and local agencies and civic groups have partnered with One Place in its mission of making existing services more efficient, effective, and accessible to victims of domestic violence, dating violence, sexual assault, stalking, child abuse and elder abuse by providing comprehensive services at one location.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the partnership.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse, and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain

sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services .

SERVICES COOPERATION

Montgomery County Commission shall render and provide the following services that include, but are not limited to:

In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse the Montgomery County Commission will provide 12,500 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL. also known as, County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Policy Department or other non-profit organizations occupying the building. The total value of this In-Kind property donation and other services is estimated to be \$ \$111,000 per year.

One Place Family Justice Center shall render and provide the following services that include, but are not limited to:

One Place Family Justice Center shall provide services per their stated mission to any Montgomery County residents who identifies as a victim of Domestic Violence, Sexual Assault, Dating Violence, Stalking or Elder Abuse who seeks such services free of charge. One Place Family Justice Center shall maintain their legal IRS identification as a 501c3 corporation. One Place Family Justice Center shall follow all Montgomery County policies and procedures governing the use of and/or occupation of Montgomery County properties.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of in perpetuity from the aforementioned effective date and maybe modified upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at anytime in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, with the exception where cause for cancellation may include, but is not

limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDIATION 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 One Place Family Justice Center.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the

laws of the State of Alabama.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this partnership, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Alabama governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Montgomery County Commission and One Place Family Justice Center and shall be effective as of the date first written above.

 (First Party Signature)
 Montgomery County Commission

 (Date)

 (Second Party Signature)
 One Place Family Justice Center

 (Date)

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



September 4, 2017

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser^{ch}

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to subscribe to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. This contract was previously approved for the first time in the 2017 budget year. There is no increase over last year's contract price and this item is budgeted for 2018.

attachments

CH

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

10-1

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for the period of December 19, 2017 to December 31, 2018. Subsequent renewals will run for an annual calendar year term of January 1 to December 31.
3. Renewal Data Release Year: IncomeWorks 2017, results as-of October 1, 2017.
4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [\$49,000] detailed as follows:

Prior Year Base License Fee	\$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- 1,470
IncomeWorks 2017 Renewal Fee	\$ 49,000

5. The renewal fee will be invoiced to Licensee September 5, 2017 to allow 30 days for payment processing and 60 days for Assessment Advisors to complete research for the renewal release. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2017 will ensure release prior to December 31, 2017.
6. On the release date for IncomeWorks 2017 (during December 2017, if renewal fee is received in October 2017) Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Timothy VanKirk, MAI
President

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



September 4, 2017

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Addendum 1 to Tax Management Associates Contract

The Montgomery County Commission and Tax Management Associates entered into an agreement on October 25, 2010 to perform audits of business personal property accounts for the Appraisal Department. The annual contract amount is \$77,140. This year during the course of our contracted audits we discovered some property that needed to be added as new accounts. The audits for these new accounts will cause us to exceed the previously stated amount for this year. Page 4 line 5 of the original contract states that in order to exceed the yearly amount of \$77,140 as stated, it must be agreed to in writing by both parties. I am requesting that the contract be amended to allow for \$105,000 for auditing services. This change will result in no additional funds being added as I have already budgeted for the possibility of excess audits.

CH

Attachments

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

Addendum 1

This addendum is in reference to the contract between the Montgomery County Commission and Tax Management Associates Inc. dated October 25, 2010. Section III item 5 states that the contract shall not exceed \$77,140 per annum for billing unless otherwise agreed in writing by the parties. This addendum is to amend this annual amount to not exceed \$105,000.

County

Contractor:

**Janet Buskey
Revenue Commissioner
Montgomery County, Alabama**

**Richard H. Cook
President
Tax Management Associates, Inc.**

**Elton Dean, Sr.
Commission Chairman
Montgomery County, Alabama**

**PERSONAL PROPERTY AUDIT SERVICES AGREEMENT
BETWEEN
TAX MANAGEMENT ASSOCIATES, INCORPORATED
AND
MONTGOMERY COUNTY, ALABAMA BOARD OF COMMISSIONERS**

This Agreement, made and entered into this 25th day of October, 2010 by and between the Montgomery County Board of Commissioners, hereinafter referred to as "County", and Tax Management Associates, Incorporated, hereinafter referred to as "Contractor".

SPECIAL PROVISIONS

WITNESSETH

WHEREAS, the County is a political subdivision of the State of Alabama; and

WHEREAS, the Contractor is engaged in the business of providing audit and compliance review services regarding the listing and assessment of Business Personal Property as provided by Alabama Law; and

WHEREAS, the above primarily involves dealing with property tax laws and regulations which are administered by Local and State taxing officials including the County Revenue Commissioner; and

WHEREAS, Contractor desires to enter into this Agreement to provide services regarding statutory requirements, governmental relations, and administrative agency consulting, as well as contacts with various elements of local governments and businesses sharing a common interest in Business Personal Property listing and assessment compliance and equitable taxation,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SERVICES

The CONTRACTOR agrees to the following:

Perform Business Personal Property Field Audits to verify the accuracy of personal property listings that are assigned by the County Revenue Commissioner and in accordance with the rules, regulations, and directions of the Alabama Department of Revenue. Field Audits includes the audit of any account assigned by the County requiring a comprehensive review of the taxpayer's accounting records to verify the accuracy in personal property listings. Field Audits will be performed on all accounts for the current year and applicable prior years as directed by the County Revenue Commissioner. The current year shall be deemed to be the year that an individual account is assigned for audit. Specific tasks shall include the following.

- (1) Conduct the scheduling of field audits with taxpayers who are assigned by the County Revenue Commissioner for audit including the preparation of correspondence relative to scheduling and the preparation of other correspondence advising taxpayer of audit findings.
- (2) Conduct audits through the implementation of generally acceptable audit and review procedures regarding a review of a taxpayer's accounting records that are applicable in verifying the accuracy of information contained in a taxpayer's listing of personal property and in accordance with the rules, regulations and policies of the Alabama Department of Revenue.
- (3) Defend audit findings before the taxpayer and County and throughout any appeals process except that the Contractor shall not be responsible for defending legal or appraisal issues.
- (4) Prepare reports in such form and detail as may be required by the County Revenue Commissioner in connection with audit activity including but not limited to:
 - (a) Reports on each completed audit describing property owned by the audited taxpayer, description of any property discovered to be escaping taxation and the computation of property valuations computed according to the County's standard appraisal methodology. Such information will be described separately for each taxing jurisdiction within the County.
 - (b) Reports describing property in the possession of the audited taxpayer owned by others including leased, loaned, and rented personal property.
 - (c) Reports reflecting the status and audit progress of each taxpayer account assigned to Contractor for audit that shall be provided the County Revenue Commissioner in conjunction with monthly invoices submitted by the Contractor for payment of services as provided herein.

- (5) Provide training to designated employees of the County as to all aspects of the services provided by the Contractor. Any designee of the County may accompany Contractor on any audit, provided however that the County shall be responsible for the travel-related expenses of such designee.
- (6) Contractor shall comply with provisions of the Alabama statutes in connection with the confidentiality of records including all official records and the records of the taxpayer. Contractor shall hold the County harmless from any liability including the cost of litigation resulting from an action brought against the Contractor, its employees or agents regarding a breach of confidentiality of taxpayer records or other information acquired from the taxpayer or taxpayer's agent.

The COUNTY agrees to the following:

Provide Contractor copies of Personal Property Listings and other relative schedules and documents applicable for the years for which audits are to be performed. Information regarding audits to be performed during the first twelve (12) month period following the execution of this Agreement shall be provided within sixty (60) days following execution. Thereafter, such information shall be provided no later than November 1 each year of the contract period. In addition the County shall provide Contractor sufficient letterhead, envelopes, and postage to be used by the Contractor for correspondence in connection with implementing the services as herein provided.

II. COST AND PAYMENT FOR SERVICES

In consideration of the services described above, the County agrees to pay fees to the Contractor according to the following:

- (1) Contractor's fees for services provided County, in accordance with the provisions of this Agreement, are based on a per-audit fee depending on the size of an individual account assigned for audit. Sizes of accounts shall be determined on the basis of total Personal Property Appraised Value on each account as reflected by the records of the Revenue Commissioner at the time the account is assigned for audit. Fees shall be determined as follows:

FEE SCHEDULE		
<u>Account Size</u>	<u>Personal Property Value Range</u>	<u>Audit Fee</u>
S	\$0 - \$49,999	\$400.00
A	\$50,000 - \$399,999	\$700.00
B	\$400,000 - \$999,999	\$1,400.00
C	\$1,000,000 - \$4,999,999	\$2,200.00
D	\$5,000,000 - \$19,999,999	\$6,000.00
D3	\$20,000,000 & Greater	\$10,000.00

III. CONTRACTUAL AGREEMENTS BETWEEN TMA & BOARD OF COMMISSIONERS

1. Unless otherwise provided for in this Agreement, the above fees include all cost associated with the Contractor's performance of services including, but not limited to, travel, food, lodging, mileage, salaries, employee benefits, and defending the audit findings throughout any appeals process.
2. County will be responsible for the cost of postage for handling audit correspondence and the cost of providing Contractor with copies of County records associated with an account assigned for audit. County will also be responsible for all legal cost involving appeals resulting from audits.
3. Contractor shall invoice the County for applicable per-audit fees upon completion of individual audits and acceptance by the Revenue Commissioner. No invoice will include audit fees on any account assigned for audit until the audit is completed and accepted by the County Revenue Commissioner.
4. Contractor will provide the County documentation of services rendered and documentation of billing fees. In the event it is determined that audit fees billed by the Contractor and paid by the County on inaccurate or incomplete audits, the Contractor will complete the applicable audits accurately without additional compensation or otherwise refund the County the fees received for such audits.
5. Contractor shall not perform services for which total program billings exceed \$ 77,140.00 per annum unless otherwise agreed to in writing by the parties, executed and attached hereto and titled as an "addendum" to this Agreement.

GENERAL PROVISIONS

The COUNTY and CONTRACTOR further agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective beginning upon execution by the parties hereto. The initial term of this Agreement begins October 1, 2010 and ends on _____. Thereafter, this Agreement shall automatically renew annually on October 1st of each year, contingent upon the County's funding for continued Business Personal Property Audit services.

2. TERMINATIONS OR ABANDONMENT

If through any cause, Contractor or County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, and such failure continues for thirty (30) days after written notice thereof by a party, either party may thereupon have the right to terminate this Agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. The County may terminate this Agreement upon thirty days' notice without cause. In the event of termination, the Contractor shall be entitled to receive its fees for completed audits and equitable and just compensation for all work performed on non-completed audits. All completed and incomplete work including files, documents, work papers, etc. acquired by and in possession of the Contractor at the time of termination shall be delivered to the County Revenue Commissioner within thirty (30) days following date of termination.

3. PROFESSIONAL SERVICES CONTRACT

This Agreement is for professional services. The Contractor is an independent contractor and neither party shall be an agent or employee of the other. Neither party assumes any liability to the other or to any third party for any damages to property including damages to equipment, or personal injury or death, which might arise out of or be in any way connected with any act or omission of the other party.

4. SUBLETTING, ASSIGNMENT, OR TRANSFER

Except as otherwise provided for in this section, subletting, assignment or transfer of all or part of the interest of either party to this Agreement is prohibited unless by written consent of the other party. The County acknowledges and agrees that payment due Contractor (Tax Management Associates, Inc.) under this Agreement and all other agreements with the County, have been collaterally assigned to Branch Banking and Trust Company (a North Carolina banking corporation, whose address is 6869 Fairview Road, Charlotte, North Carolina 28210-3384). All payments due Contractor under this Agreement will be sent UPON REQUEST to the bank at that address pursuant to a financing and cash management arrangement. The bank is authorized to

receive information relating to this Agreement and payments due under the Agreement from County. The bank is authorized to rely upon the terms of the Agreement.

5. CONFLICT OF INTEREST

The Contractor covenants that it has no public or private interest and will not acquire, directly or indirectly, any interest that would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

6. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. The Contractor further warrants that no company, person or employee working for or in any way associated with the performance of services to be performed by the Contractor as provided by this Agreement will be paid or receive any type of compensation contingent upon tax revenue generated by the County and/or other taxing jurisdictions as a result of services rendered. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. ACCESS TO RECORDS

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Agreement and make such materials available at Contractor's offices at all reasonable times during the period of the Agreement and for three (3) years from the date of payment hereunder for inspection by the County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof. Copies of said records to be furnished if requested except that environmental compliance working papers may be maintained in appropriate offices in filing cabinets owned by the County. Both the County and Contractor shall have access to such records maintained in offices.

8. GENERAL COMPLIANCE WITH LAWS - SEVERABILITY

The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all Federal, State, and Local laws, ordinances, and regulations in any manner affecting the conduct of work. This Agreement will be interpreted in accordance with the laws of the State of Alabama. Should any provision, portion or

application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the effected provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provision, portions or applications thereof, shall not be impaired.

9. HEADINGS

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purpose of interpretation shall be made to the contrary.

10. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements or understanding between the parties.

11. AMENDMENT

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

12. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement including any provision of the Agreement that was not enforced.

13. NOTICES

Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:
Montgomery County
100 S Lawrence Street
Montgomery, AL 36104
ATTN: Janet Buskey
Revenue Commissioner

CONTRACTOR:
Tax Management Associates, Inc.
2225 Coronation Boulevard
Charlotte, NC 28227
ATTN: Richard H. Cooke, Sr.
President

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes stated herein, on the day and date first above written.

COUNTY:

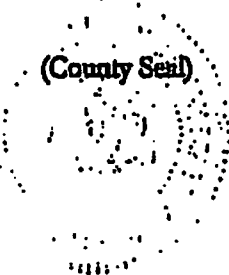
Janet Buskey

Janet Buskey
Revenue Commissioner
Montgomery County, Alabama

Elton Dean

Elton Dean, Sr.
Commission Chairman
Montgomery County, Alabama

(County Seal)

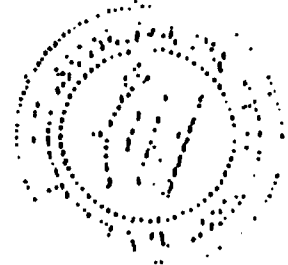


CONTRACTOR:

Richard H. Cooke, Sr.

Richard H. Cooke, Sr.
President
Tax Management Associates, Inc.

(Corporate Seal)



**Public Comment Regarding Proposed 2017-2018 Operating Budget and Emergency
Management Communications District Board Budget**

No documents will be presented for this item

**Consider Proposed 2017-2018 Operating Budget and Emergency Management Communications
District Board Budget, County Commission**

See Item Number 1 in the September 5, 2017 Agenda

Montgomery County Commission

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

To: Donnie L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: August 24, 2017

Re: GASB 54 Resolutions

The Governmental Accounting Standards Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that was effective in 2011. This standard requires that the County Commission annually approve a resolution committing applicable fund balances.

Attached is a resolution for County Commission approval to comply with the GASB 54 requirements for fiscal year 2017.

GASB 54

Fund Balance Commitments

Resolution

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

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

WHEREAS, the Montgomery County Commission desires to commit certain fund balance reserves in compliance with GASB 54 requirements, and to apply such requirements to its financial statements ending September 30, 2017; and

NOW BE IT RESOLVED that Montgomery County Commission commits the following portions of its September 30, 2017, Fund Balances, as follows:

GENERAL FUND:

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

CONSTRUCTION PROGRAMS FUND:

- The unrestricted fund balance is assigned to County construction, equipment and improvement projects

DONE THIS THE _____ **day of** _____ **2017.**

Montgomery County Commission

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

Memo

To: Donnie L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: 8/28/2017
Re: One-Time Lump Sum Payments to County Retirees

Attached is a letter from The Retirement Systems of Alabama (RSA) regarding Act 2017-367 which gives the County the opportunity to grant a one-time lump sum payment payable in December 2017 to eligible County retired employees and the beneficiaries of deceased retirees.

Under the Act the County can make the payment in one lump sum or by increasing the County contribution rate for the one year period from October 1, 2018 through September 30, 2019.

The estimated cost of the one-time payment is as follows:

- Lump Sum payment by the County to the RSA prior to October 31, 2017
\$240,080
- Increase Contribution rate for fiscal year 2019 to cover the cost
\$265,500

To grant the one-time lump sum payment, the Commission must adopt and submit the attached Resolutions for retirees and pensioners by October 31, 2017.



THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO
Donald L. Yancey, Deputy Director

Agency Director
Montgomery County Commission
Po Box 1667
Montgomery, AL 36102-1667

Unit Code MGC

June 27, 2017

Act 2017-367 of the Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and beneficiaries of deceased retirees who retired prior to May 1, 2017 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on November 30, 2017.

The Act provides for the retiree to receive a one-time lump sum payment of \$2.00 for each month of service credited to the retiree's account or \$300.00, whichever is greater. The Act provides for a beneficiary of a deceased retiree to receive \$300.00. Payment will be made by check in December 2017 separate from the monthly retirement direct deposit.

If your agency elects to grant the 2017 one-time lump sum payment, your estimated cost is \$240,080.00 which will require 0.78% to be added to your agency's employer contribution rate effective for the one year period from October 1, 2018 – September 30, 2019, or you may submit a onetime lump sum payment remitted with the resolution to cover the cost.

To grant the provisions of Act 2017-367 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at http://www.rsa-al.gov/uploads/files/2017_Lump_Sum_Resolution_Retiree.pdf. **The Resolution to adopt the provisions of Act 2017-367 must be received by ERS no later than October 31, 2017.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive the payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2017-367, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,

William F. Kelley, Jr.
Director of ERS Benefits

MODEL RESOLUTION--ACT 2017-367

(Local Unit Pensioners and Beneficiaries of Deceased Pensioners)

Be it resolved that the Montgomery County Commission, through its governing authority, elects to come under the provisions of Section 4 of Act 367 of the Regular Session of the 2017 Legislature.

The Montgomery County Commission agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible pensioners and beneficiaries of deceased pensioners of Montgomery County Commission with the aforementioned lump sum payment being paid in December 2017.

CERTIFICATION

I, Elton Dean, Chairman, Montgomery County Commission, hereby certify that the foregoing is a true and correct copy of the Resolution passed on this _____ day of _____, 2017.

Signature of Official

Official Title

MODEL RESOLUTION--ACT 2017-367
(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the _____ Montgomery County Commission _____,
through its governing authority, elects to come under the provisions of
Section 2 of Act 367 of the Regular Session of the 2017 Legislature.

The _____ Montgomery County Commission _____ agrees to provide
all funds necessary to the Employees' Retirement System to cover the
cost of the one-time lump sum payment as provided for by this Act for
those eligible retirees and beneficiaries of deceased retirees of
_____ Montgomery County Commission _____ with the
aforementioned lump sum payment being paid in December 2017.

CERTIFICATION

I, Elton Dean, Chairman, Montgomery County Commission, hereby certify that
the foregoing is a true and correct copy of the Resolution passed
on this _____ day of _____, 2017.

Signature of Official

Chairman

Official Title

Montgomery County Commission

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

Memo

To: Donnie L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: 8/28/2017
Re: OMB Uniform Administrative Requirements

The Office of Management and Budget adopted new Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards that became effective for non-Federal governmental fiscal years beginning on or after December 26, 2014, and has delayed implementation of the new Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to Fiscal Years beginning on or after January 1, 2018.

The County must adopt policies implementing the new requirements by October 1, 2017 or defer implementation to October 1, 2018.

I recommend deferring the implementation and request that the Commission approve the attached resolution to defer implementation to give more time to develop the written policies.

**U.S. Office of Management and Budget
Uniform Administrative Requirements, Cost Principles and
Audit Requirements for Federal Awards
Resolution**

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Office of Management and Budget requirements; and

WHEREAS, the Office of Management and Budget ("OMB") has adopted new Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards that became effective for non-Federal governmental fiscal years beginning on or after December 26, 2014, and has delayed implementation of the new Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to Fiscal Years beginning on or after January 1, 2018, and

WHEREAS, the Montgomery County Commission desires to defer implementation of the new OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards until the Fiscal Year beginning October 1, 2018 and

NOW BE IT RESOLVED that Montgomery County Commission elects to defer implementation of the new OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards until the Fiscal Year beginning October 1, 2018.

DONE THIS THE _____ **day of** _____ **2017.**



MONTGOMERY AREA MENTAL HEALTH AUTHORITY

2140 UPPER WETUMPKA ROAD, P.O. BOX 3223

MONTGOMERY, ALABAMA 36107

(334) 279-7830

mamha@mamha.org

**SERVING MONTGOMERY, ELMORE,
AUTAUGA AND LOWNDES COUNTIES**

E. Baxter Morris
President

Henry E. Parker
Executive Director

August 18, 2017

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

7000
10/18/2017
10:00 AM

Dear Mr. Mims:

This letter comes to you regarding an appointment to the Board of Directors of the Montgomery Area Mental Health Authority, Inc.

The Montgomery Area Mental Health Authority, Inc. was informed by Mrs. Margaret Arthur 3530 Lehigh Street, Montgomery, Alabama 36108 that she is unable to serve on the Board as appointed by the Montgomery County Commission due to family member's health.

The present make-up of the Board is Seven (7) African-Americans and Eleven (11) Caucasians. Members who have a background in social services or finance are particularly needed. Anyone you select will be a valuable asset to the Montgomery Area Mental Health Authority. Our Board meets at 3:30 pm. on the fourth Monday of each month at our main office. Our main office is located at 2140 Upper Wetumpka Road, Montgomery, Alabama 36107. Whomever you select will also serve on one or more committees.

If you have any questions, please call me at 334-279-7830 Ext. 7000 or email me at hparker@mamha.org.

Sincerely,

A handwritten signature in black ink that reads "Henry E. Parker".

Henry E. Parker
Executive Director
Montgomery Area Mental Health Authority, Inc.

Cc: Administration



Montgomery Area Mental Health Authority

Members:

Term Expires:

Rev. Albert Perkins, III
425 North Moye Drive
Montgomery, AL 36109

4/1/2021

Arica Smith
2224 Semaht Drive
Montgomery, AL 36106
334-224-4294
Smithfamily2224@yahoo.com

4/1/2019

Margaret Arthur
3530 Lehigh Street
Montgomery, AL 36108

4/1/2017

Mr. Henry E. Parker, Executive Director
Montgomery Area Mental Health Authority
P.O. Box 3223
Montgomery, AL 36109

Term: 6 years



2017 AUG 29 AM 8:23

GREG GRIFFIN
CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

P.O. Box 1667
MONTGOMERY, AL 36102-1667

(334) 832-1366
Fax: (334) 832-1647

August 25, 2017

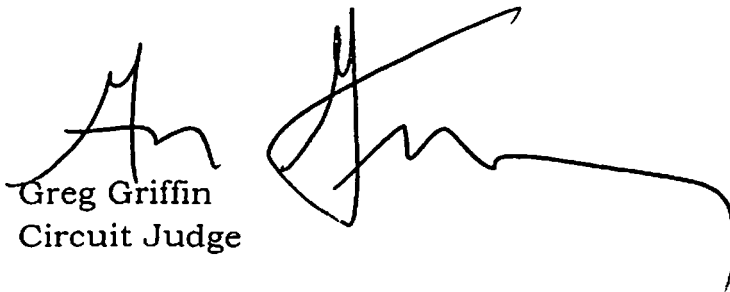
Commissioner Elton Dean
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Chairman Dean:

I have resigned from the Montgomery Community Action Board. My schedule and heavy workload at this time does not permit me to devote the time needed to serve on this very important board.

I want to thank you from the bottom of my heart for the appointment.

Sincerely,


Greg Griffin
Circuit Judge

Montgomery Community Action Agency

Members:

Term Expires:

Roberta Collins
3568 Summerhill Drive
Montgomery, Alabama 36111
(334) 313-3499 (cell)
(334) 613-2912 (home)
robertacollins@att.net

11/10/2020

Melanie Bicatel-Wilson
5730 Wares Ferry Road
Montgomery, AL 36117
(334) 395-6760

11/10/2020

Diane Burke
P.O. Box 4051
Montgomery, AL 36103
Cell: 334/850-6011
Work: 334/241-2881
danbur@charter.net

11/10/2020

Honorable Greg Griffin
Circuit Judge
P.O. Box 1667
Montgomery, Alabama 36102-1667
(334) 832-4365
dencel2890@charter.net (sent notices email)

11/10/2020

Roberta Collins, Board Chairman
1066 Adams Avenue
Montgomery, AL 36104

Benjamin Jones, Chief Executive Officer
bjones@montgomerycommaction.com

Term: 4 years

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 28, 2017

RE: Invitation to Bid No. 51901-17B-014
Self-Contained Compactor

Request that approval of award on the above referenced Invitation to Bid to the low bid of Reaction Distributing, Inc., for \$18,913.00, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Lamar Allen, Director of General Services.

Attachment

•

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-17B-014				Reaction Distributing, Inc. 19 Brock St Ontario Canada L1S1S9 Attn: Larry Vine (905)426-6442		Wastequip Manufacturing Company, LLC 841 Meacham Road Statesville, NC 28677 Attn: Larry Harvey (800)424-0422		Advanced Disposal 1121 Wilbanks Sireet Montgomery, AL 36108 Attn: Daryl Rutland (334)513-846 NO BID		MWBE YES X NO			
DATE ISSUED: AUGUST 3, 2017													
DATE OPENED: AUGUST 23, 2017													
SUPPORT SERVICES													
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	30 Cubic Yard	Ea	1	\$18,913.00	\$18,913.00	\$22,101.45	\$22,101.45						
	Compactor Installed												
	Removal & Relocation												
	of Existing Compactor												
TOTAL BID AMOUNTS					\$18,913.00		\$22,101.45						

Notes: 19.2

MAILED TO 26 VENDORS



City of Montgomery
P.O. Box 1111
Montgomery, Alabama 36101

INVOICE

Customer Number: CU000015
Invoice Number: AR001838
Invoice Date: 06/30/17
Terms: DUE UPON RECEIPT

To: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

Transaction Date	Description	Amount
06/30/17	40% PARCA (45,000 X 40%) (SEE ATTACHED)	18,000.00

6/26/17 Invoice \$ 22,500
10/21/16 Invoice \$ 22,500
Total \$ 45,000

Total Due 18,000.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to

City of Montgomery
Attn: Finance Department
P.O. Box 1111
Montgomery, Alabama 36101

Customer Number: CU000015
Invoice Number: AR001838
Invoice Date: 06/30/17
Total Amount Due \$ 18,000.00

Total Payment \$ _____

20-1

INVOICE

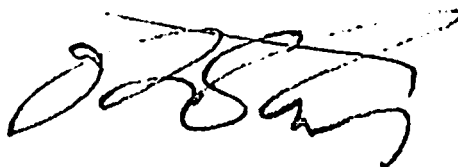
Public Affairs Research Council of Alabama
P.O. Box 293931
Samford University
Birmingham, AL 35229

CITY OF MONTGOMERY
JUN 30 2017
PROCESSED / PAID

June 26, 2017

TO: Finance Department
City of Montgomery
P.O. Box 1111
Montgomery, AL 36101-1111

Montgomery Public Schools Budget (Final Payment)..... \$22,500.00
Delivery of tools to take-over team



INVOICE

Public Affairs Research Council of Alabama
P.O. Box 292300
Samford University
Birmingham, AL 35229-7017

October 21, 2016

TO: FINANCE DEPARTMENT
ATTN: MAYOR'S OFFICE
CITY OF MONTGOMERY
P. O. BOX 1111
MONTGOMERY, AL 36101-1111

Montgomery Public Schools Budget (Project Initiation Fee)..... \$22,500.00

TOTAL DUE..... \$22,500.00

Vendor # 0913742
0019990 - 77668



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Memo

To: Chairman Elton N. Dean, Sr.
Vice Chairman Ronda M. Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

From: Steven L. Reed 

Date: August 28, 2017

Re: Request for Strategic Plan

2017 AUG 30 PM 1:00

Greetings:

I am deeply concerned about the trend in population facing Montgomery County. As a resident and elected official for Montgomery County we should all be troubled by the lack of growth coupled with the eroding tax base which directly affects all areas of businesses, schools, and the community as a whole.

The Community Foundation of Greater Birmingham commissioned the Public Affairs Research Council of Alabama (PARCA) to conduct a study of the existing structure of government in Greater Birmingham, with Jefferson County as its primary focus. A decline in population and other problems were the underlying factors identified through their research. This study revealed explanations and potential solutions to address these problems.

I would like the County Commission to consider setting aside funds for a county-wide strategic plan. It is my hope that this plan will underscore ideas and best practices that should be implemented to improve the future viability of Montgomery County as a place to live, work, and enjoy.



— Women of Hope —

providing education, promoting awareness and supporting breast cancer patients

August 29, 2017

Montgomery County Commission
Attn: Chairman Elton Dean

Women of Hope (WOH), a nonprofit charitable foundation, was established in 2006 after I was diagnosed with breast cancer. There were no available support groups in the Montgomery area for women or men needing encouragement during this devastating journey.

Our mission has always been to provide education and ongoing support and encouragement to breast cancer patients, their families, caregivers and friends, and to also provide awareness to the public to improve the chances of survival in the community. WOH has a professional board consisting of 5 local cancer physicians who give of their time and knowledge, often speaking to our group and sharing the latest breast cancer advancements.

Our purpose is fulfilled by reaching out to those recently diagnosed patients with a pink tote bag filled with many gifts, including an introduction to WOH, a chemo blanket, comfort pillows and pink encouragement items. The doctors also hand out small gift bags provided by WOH to their new patients. The “survivors” are invited to our monthly support group meetings where they will be served a meal and hear an encouraging message from one of our board physicians or from a breast cancer survivor. They meet others facing the same devastating journey and make newfound friends.

WOH relies strictly on donations from businesses, such as Alfa, Hyundai Motor Manufacturing, River Bank and Trust and from individuals who make donations in honor of or in memory of a loved one. WOH is strictly an all volunteer organization; we have no paid staff. Therefore, all donations are used to further our mission.

We are asking the Montgomery County Commission to consider a \$13,500 donation to WOH to be used to sustain our mission in the Montgomery County area. This donation would be used for meals for our monthly support group meetings, \$3,600 (\$300 x 12 months); tote bags for newly diagnosed patients, \$5,000 (100 bags @ \$50 each); \$3200 for doctor handout bags (\$400x \$8); and \$1,900 for office/storage space.

This is our first opportunity to approach the Montgomery County Commission for a donation. We consider it an honor and a privilege to be able to provide this much needed ministry in the Montgomery County area by offering support, encouragement and hope to those facing this dreadful illness!

We would like to personally invite each of you to our Signature Luncheon on Oct. 2, 2017 at the Embassy Suites and we are thrilled to have your colleague, Commissioner Ronda Walker, as our keynote speaker. We anticipate 400-500 will be in attendance to honor all breast cancer survivors. WOH would like to express our sincere thanks and we are most appreciative for your consideration!

For HOPE,

Maria Ashmore, Founder

FINANCIAL FEASIBILITY REPORT FOR PILGRIM PROVIDENCE WATER AUTHORITY

Pilgrim Providence Water Authority, located in South Montgomery County, Alabama, was incorporated in 1982. It is a rural water utility that serves 194 customers and has 26 miles of water lines. There are two storage tanks and one well. It has one connection to Montgomery Water Works for emergency use only.

The pump, which was installed when the system was started, is finally on its last leg. It has been pumping below capacity recently and there is oil in the water at the well. Attached is the recommendation for the repairs and replacement of the pump. The motor also needs replacing but there is one, on site, that can be used.

We have been assured that the well is fine and sufficient for our needs now and in the future.

Replacing the pump is necessary for the system to furnish water to its customers. This is a small water system and over half of its customers are low-income minorities. Most of the customers are minimum water users. There is one agriculture commercial user that needs water for cattle.

The water system is pretty much depreciated and funds are limited. There is only one employee who manages and operates the system. Repairs and meter reading is sub-contracted out. Expenses are watched closely and rates have been increased to be in line with other adjoining systems. An increase, large enough to off set the cost of repairs, would be a hardship on many of the customers of the system.

A new pump will insure that the customers, in the service area, will have sufficient water for many years to come. It is past time for an upgrade and maintenance on the pump.

It is with great hope that the Pilgrim Providence Water Authority can obtain funds for this project and continue to provide safe and reliable water for its customers.

Donald Smith Company, Inc.

746 East Main Street • Headland, Alabama 36345 • (334) 693-2969 • Fax (334) 693-3089

August 4, 2017

Ms. Joyce Hubbard
Pilgrims Providence Water Authority
P.O. Box 143
Ramer, Alabama 36069

RE: Pilgrims Providence Water Well

Dear Ms. Hubbard:

After completion of testing, we recommend removal and replacement. Our test yesterday indicates production is down to 42 gallons per minute while producing large amounts of oil. This unit is past due for refurbishment/replacement. Our file indicates this pumping unit is 28 plus years old.

Please review following recommendations:

- Utilize existing motor and discharge head while replacing tension box bearing assembly.
- Furnish all new oil lube column assembly which includes: column, oil tubing, lineshaft bearings, and shafting.
- Furnish new oil lube turbine pump with suction pipe and stainless steel airline.
- One well cleaning and disinfection.

Cost estimate at this time to complete this project is **\$41,100.00**. This estimate is based off materials stated and labor to complete this project. Please allow 2 weeks for delivery of materials upon approval.

If you have any questions concerning this proposal, please feel free to contact me anytime. We look forward to assisting you with this project.

Thanks,

DONALD SMITH COMPANY, INC

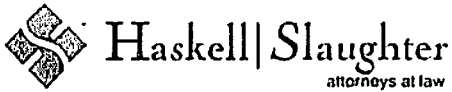


Matt Singletary
Matt Singletary
Pump Division

Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

BRANCH
P.O. Box 38
Shannon, MS 38868
Phone: (662) 767-9777
Fax: (662) 767-3107

23-2



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

August 22, 2017

T-16

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Appropriation to the Pilgrim-Providence Water and Fire Protection Authority

I have reviewed your memorandum of August 22, 2017, regarding an appropriation of \$10,000 from Commissioner Singleton's miscellaneous appropriation fund to assist the Pilgrim-Providence Water and Fire Protection in the purchase of a pump.

It is my understanding that the Pilgrim-Providence Water and Fire Protection is a public entity and its Board of Directors are appointed by the MCC. That being the case, Commissioner Singleton can appropriate \$10,000 from his miscellaneous appropriation fund and the MCC can even appropriate more funds through a budget change. This is a health problem that the MCC would be allowed to assist in fixing the pump.

I am also of the opinion that the services provided for in this appropriation 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 appropriation should not be made if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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 22, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appropriation to the Pilgrim-Providence Water and Fire Protection Authority

The Board of Directors of the Pilgrim-Providence Water and Fire Protection Authority is appointed by the Montgomery County Commission. The Water Authority has contacted Commissioner Singleton requesting assistance in the replacement of a water pump, which costs \$41,000. Commissioner Singleton mentioned to me that this Authority has approximately 200 members, many of which are low income. He is considering appropriating \$10,000 from his miscellaneous appropriation fund for assistance in purchasing the pump.

Please issue an opinion by Thursday, August 24, 2017, as to whether the County Commission can appropriate these funds and possibly even more through a Budget Change.

As always, thank you for your assistance.

DLM/tn



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

August 10, 2017

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

**RE: Union Chapel AME Zion Church, 3100 Old Wetumpka Highway, Montgomery,
Montgomery County, Alabama
Listed Date: August 10, 2017**

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced property has been favorably reviewed and is now listed on the Alabama Register of Landmarks and Heritage.

The Alabama Register is a prestigious listing of historic, architectural, and archaeological landmarks. These selected Alabama landmarks are worthy of both recognition and preservation. **Listing on the state register is an honorary designation imposing no benefits or restrictions on property owners.**

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon
Coordinator, Alabama Register of Landmarks & Heritage
334.230.2644
Hannah.Garmon@ahc.alabama.gov

2017 AUG 15 AM 8:43



2017 Montgomery Chamber DIVERSITY SUMMIT



DIVERSITY & INCLUSION:

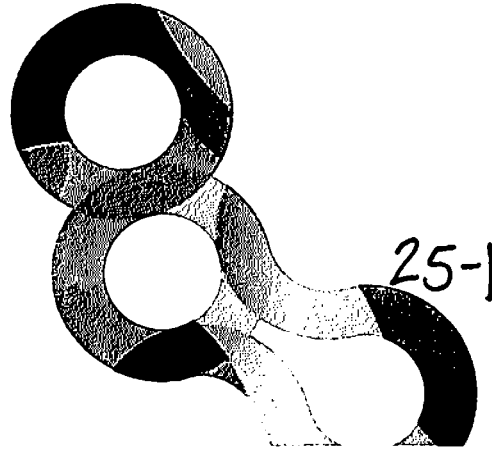
So What Now?

SEPTEMBER 26, 2017 9:00 A.M. - 5:00 P.M.

RENAISSANCE MONTGOMERY HOTEL & SPA AT THE CONVENTION CENTER

Ten years ago the Montgomery Area Chamber of Commerce initiated a conversation about the business case for diversity when it launched its annual Diversity Summit. Since that time, thought-provoking presentations led by nationally recognized experts have challenged our thinking and have helped us understand, appreciate and value diversity. You could say we checked that box, but where do we go from here?

Sustainability - the future of diversity and inclusion. This year's summit will demonstrate the value of building and sustaining a diverse, inclusive and engaged workforce at all levels. Want to learn how you can drive innovation by incorporating diversity and inclusion into your action plan? Want to enhance your creative, problem-solving and decision-making skills? Then make plans to attend the 2017 Montgomery Chamber Diversity Summit!



PRESENTING SPONSOR STIVERS FORD LINCOLN

RECEPTION SPONSOR
ALABAMA STATE UNIVERSITY

GOLD SPONSORS

HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC

WIND CREEK MONTGOMERY

SILVER SPONSORS

ALFA COMPANIES

BLUE CROSS BLUE SHIELD OF ALABAMA

COCA COLA BOTTLING COMPANY
UNITED, INC.

HEALTH SERVICES, INC.

MOBIS ALABAMA, LLC

RENAISSANCE MONTGOMERY HOTEL &
SPA AT THE CONVENTION CENTER
TROY UNIVERSITY

DIVERSITY PARTNERS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

ALABAMA AG CREDIT, ACA

ALABAMA POWER COMPANY

ANZALONE LISZT GROVE RESEARCH,
INC.

BALCH & BINGHAM LLP

BAPTIST HEALTH

BBVA COMPASS

BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.

EMERGE MONTGOMERY

ENTERPRISE RENT-A-CAR

HODGES WAREHOUSE + LOGISTICS/
HODGES COMMERCIAL REAL ESTATE

INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MONTGOMERY

JACKSON HOSPITAL & CLINIC, INC.

JF INGRAM STATE TECHNICAL COLLEGE

KELLY SERVICES

LEADERSHIP MONTGOMERY

LEAR CORPORATION-MONTGOMERY

LIBERTY BANK & TRUST

MAX

MONTGOMERY HOUSING AUTHORITY

MONTGOMERY POLICE DEPARTMENT

MONTGOMERY PUBLIC SCHOOLS

NEPTUNE TECHNOLOGY GROUP, INC.

OUTREACH AT AUBURN MONTGOMERY

REGIONS BANK

RENASANT BANK

RIVER BANK & TRUST

ROSS-CLAYTON FUNERAL HOME

SABIC POLYMERS

SANDRA NICKEL HAT TEAM, REALTORS

SOUTHERN POVERTY LAW CENTER

SPIRE, INC.

SYKES ENTERPRISES

T.C.U. CONSULTING SERVICES, LLC

TRENHOLM STATE COMMUNITY
COLLEGE

USAMERIBANK

VERIZON WIRELESS

WARREN AVERETT, LLC

YMCA OF GREATER MONTGOMERY

Tammy Nix

From: Don Schofield <DSchofield@eastcentralmhc.org>
Sent: Thursday, August 31, 2017 9:04 AM
To: Donald Mims
Subject: Rolling Hills/Lakes Volunteer Fire Department

I am in receipt of your letter concerning appointment of board members for the Fire Department. WE hold our annual board meeting in February at which time we make recommendation for board members. We will provide you with the recommended members the first of March.

Thank you for your assistance in this matter

Don Schofield
Executive Director
East Central Mental Health
200 Cherry Street
Troy, AL 36081
(334)566-6022
(334)566-5346 Fax
Email: dschofield@eastcentralmhc.org
website: www.eastcentralmhc.org

Rolling Hills/Lakes VFD

Members:**Term Expires:****President:**

Tim Martin
(Send Reappt Requests)

304 Crimson Drive
Pike Road, 36064

C 201-3210

2/18/2018

Vice President:

Don Schofield

5836 Trotman Rd
36116

H 281-6864
C 303-9068
E dvschofield@charter.net

2/18/2017

Treasurer:

Autry Talley

250 Cindy Lane
36116

C 210-282-6781

2/18/2017

Secretary:

Tori Holloway

223 Landon Road
36116

H 284-5909

2/18/2017

Board Members:

Greg Holmes

3354 Holmes Lane
36116

C 799-4234

2/17/2018

Lomack Bean

548 Mizell Dr.
36116

C 221-6671

2/17/2018

Tom Shanks

6972 Woodley Road
36116

H 288-3493

2/18/2017

Alfonso Patterson

4651 Vanderbilt Dr.
36116

H 281-2134

2/17/2018

Philip B. Burwell

1545 Mt. Zion Rd
Ramer, 36069

C 303-2622
H 286-1888

2/17/2018

Dr. Jan Wercinski

7054 Knoll Loop
36116

H 782-0244

2/17/2018

Gerre Walley

935 Meriwether Road
Pike Rd. 36064

C 414-3246

2/18/2017

James Labadie

7466 Fairway Drive
36116

H 284-3463
C 538-6911

2/18/2017

Dr. Kirk Skinner

156 Rolling Lakes Rd.
36116

H 288-0093

2/18/2017

TERMS: 2 YEARS

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>SEPT</u>						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire	Sheriff's Office	Stivers Ford	Sept 30, 2017	Sept 30, 2019
	52601-16P-001	Manage and Operate Community Based Adolescent Alternative Program	Youth Facility	The Bridge, Inc.	Sept 30, 2016	
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC	Sept 7, 2018	Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast	Sept 30, 2017	Sept 30, 2019
<u>OCT</u>						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal	October 31, 2017	Oct 31, 2018
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		Oct 31, 2017
	52110-16B-038 52110-16B-038	Footwear Footwear	Sheriff's Office Sheriff's Office	Azars Gulf States Distributors	Oct 16, 2017 Oct 16, 2017	Oct 16, 2019 Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.	Oct 16, 2017	Oct 16, 2019
<u>NOV</u>						
	52110-14B-025	Sherriff's Uniforms	Sheriff's Office	Azar's Uniforms reassigned to Galls LLC		Feb 6, 2017
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		Nov 6, 2017

UPCOMING BIDS/CONTRACT RENEWALS

53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		Nov 16, 2017
52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		Nov 30, 2017
57202-15B-026	Drug Testing	Comm. Corrections	Drug Testing Program Management, Inc.	Nov 1, 2017	Nov 1, 2018
51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	Nov 15, 2017	Nov 15, 2018
51901-16B-035	Uniform Rental	Support Service	Cintas Corporation	Nov 30, 2017	Nov 30, 2019
52200-16B-041	Inmate Food Service	Detention Facility	A'viands LLC	Nov 30, 2017	Nov 30, 2019
52200-16B-043	Inmate Security	Detention Facility	North Atlantic Security Company	Nov 30, 2017	Nov 30, 2019
51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
<u>DEC</u>					
51100-16B-004	Security Guard Service	County Commission	MSF, Inc.	Dec 31, 2017	Dec 31, 2018
52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	Dec 20, 2017	Dec 20, 2018
52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors	Dec 20, 2017	Dec 20, 2018