

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

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the June 19, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, June 19, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

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 June 5, 2017

Waived Rules Items to Consider for June 5, 2017

2. Consider Authorization of Resolution to Move the July 10, 2017 County Commission Meeting to Frazer United Methodist Church, 6000 Atlanta Highway, County Commission

Items to Consider for the July 10, 2017 Montgomery County Commission Regular Meeting Agenda (The Information Session will begin at 4:00 p.m. and the Formal Session will begin at 5:30 p.m. at Frazer United Methodist Church, 6000 Atlanta Highway, Montgomery, AL)

3. Consider Authorization of Contract for Housing Juveniles at the Montgomery County Youth Facility for Houston County, Youth Facility
4. Consider Authorization of 2017-2018 Annual Community Corrections Plan, Community Corrections.
5. Consider Authorization of Budget Change Request Number 1, County Commission

6. Consider Authorization of Payment of Dues to the International City/County Management Association (ICMA) for County Administrator Donald L. Mims, County Commission
7. Consider Authorization of Amendment Number 2 to Contract with Legacy Inmate Communications regarding Inmate Telephone Service, Contract Number 52200-14B-008, Sheriff's Office
8. Consider Authorization of Bid Award to Buffalo Rock for Vending Machine Services, Bid Number 51988-17B-010, County Commission
9. Consider Authorization of Bid Award to Central Contracting, Inc., for Vehicle Maintenance Shop, County Commission

General Information

10. Copy of Email from Marketing/Public Relations Specialist Felicia Taylor with Alabama State University requesting Funding for the 150th Birthday of Alabama State University and the Labor Day Classic Weekend of Events
11. Copy of Email from City Finance Director Barry O. Crabb regarding Joint Purchase of Parking Deck located at 100 South Perry Street
12. Copy of Spreadsheet regarding Parking Deck Analysis in which the City of Montgomery pays for 125 Parking Spaces
13. Copy of Letter from Environmental Project Manager Paige Felts with Volkert, Inc., regarding East Fairview Avenue Resurfacing and Pedestrian Improvements
14. Copy of Email from Executive Director Kaye Harris with One Place Family Justice Center regarding a Grant Award to this organization in the Amount of \$498,124 to Assist Domestic Violence Victims in Montgomery County
15. Copy of Letter from Mayor Todd Strange to CNJ USA, LLC regarding Failure to Meet Deadline to Commence Construction as per the Project Agreement with CNJ USA, LLC
16. Copy of Opinion from County Attorney Thomas T. Gallion, III, regarding Voting Machines
17. Copy of Email from Chief of Staff David Brewer with the State of Alabama Secretary of State's Office regarding Certified Electronic Voting Systems
18. Copy of Memorandum from Commissioner Harris regarding Moving Commission Meetings in September and October

19. **Copy of Memorandum from County Attorney Thomas T. Gallion, III, regarding Miscellaneous Appropriation to the National Association for the Advancement of Colored People (NAACP) 5046 Metro Montgomery On February 21, 2017, the Commission discussed an appropriation to this organization. At the time, it was unclear as to whom the appropriation was to be authorized. This issue has been resolved and the Commission can appropriate \$1,750 to the NAACP 5046 Metro Montgomery as originally considered. I am requesting that the Commission consider approving this miscellaneous appropriation in the following manner as originally discussed: \$1,750 (Chairman Dean - \$583.33, Commissioner Harris - \$583.33 and Commissioner Singleton - \$583.34)**
20. Copy of 2017 ACCA Convention Agenda, August 22nd – 24th, Perdido Beach Resort, Orange Beach, AL
21. Copy of Schedule of Upcoming Bids/Contract Renewals for June - August 2017
22. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for June 2017
23. Copies of Revenue Reports for May 2017 from Tax and Audit Department
24. Copy of Population Report for May 2017 for the Mac Sim Butler Detention Facility
25. Copy of Census and Fiscal Report for May 2017 for Community Corrections

Previous Request for Funding

26. During the June 5, 2017 County Commission Meeting, Pastor Ken Austin with the Mercy House, Ms. Mary Boone, PTSA President Katina James and PTSA Parent Liaison Cubie Rae Hayes briefed the Commission regarding the Mercy House and requested funding in the amount of \$20,000 for this program.

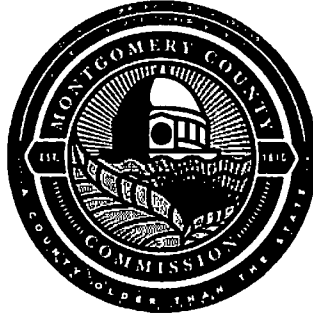
If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JUNE 19, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Acting Juvenile Court Administrator Beverly Wise and Juvenile Detention Director Brandi Alexander – Presentation regarding Contract for Housing Juveniles at the Montgomery County Youth Facility for Houston County (**Future Agenda Item 3**)
- 8:20 a.m. Marketing/Public Relations Specialist Felicia Taylor with Alabama State University – Presentation requesting Funding for the 150th Birthday of Alabama State University and the Labor Day Classic Weekend of Events (**General Information Item 10**)
- 8:30 a.m. Executive Director Paul Brown with Community Corrections – Presentation regarding the 2017-2018 Annual Community Corrections Plan (**Future Agenda Item 4**)
- 8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:50 a.m. County Engineer George Speake – Update regarding Engineering Operations
- 9:00 a.m. Minority Business Initiative Consultant Carmen Moore-Zeigler – Presentation regarding the Minority Business Initiative
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2017; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the July 10, 2017, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Frazer United Methodist Church which is located at 6000 Atlanta Highway. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above for the July 10, 2017, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Frazer United Methodist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of June 2017.

BY: _____
Chairman

ATTEST: _____
County Administrator

MCYF

Memo

To: Donald L. Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*
Date: June 8, 2017
Re: Houston County Bed Contract

I am requesting that the attached contract be placed on the next available agenda. Furthermore, I respectfully request that rules be waved in order to assist Houston County in their emergency request to house a juvenile. Thank you for your consideration.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Houston County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Houston County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Houston** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Houston County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Houston County** will pay to Montgomery County the sum of \$150.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Houston County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Houston County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Houston County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Houston County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Houston County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Houston County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Houston County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Houston County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Houston County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Houston County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Houston County** and Montgomery County, then said **Houston County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Houston County has caused this instrument to be executed by the Chairman of its Commission on the 7th day of June, 2017.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

HOUSTON COUNTY

William J. Dempsey
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

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

June 13, 2017

TO: Elton Dean - Commission Chairman
Montgomery County Commission
Montgomery, Alabama

RE: Future Commission Agenda Item
Commission Review and Approval of the
2017-2018 Annual Community Corrections Plan

Dear Chairman Dean:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Montgomery County Community Corrections Authority to receive State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$365,000 for the upcoming fiscal year. The MCCPCA Board met on June 13, 2017 and approved adoption and referral to the Commission (for final approval) the FY 2017-2018 annual plan for Montgomery County Community Corrections.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug abuse screening, drug/alcohol abuse assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department is a participant in the local Healthy Minds initiative and sponsored the successful demonstration project to help keep post-incarcerated individuals receiving mental health services from becoming reincarcerated. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability.

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

4-1

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

The funds received from the Alabama Department of Corrections fully cover the cost of delivering services to the offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

The Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on Monday, July 31st, 2017, I respectfully request that you place the Commission review and approval of the Plan as a Future Agenda Item for the next regularly scheduled Commission meeting.

Respectfully submitted,

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

PAUL BROWN - EXECUTIVE DIRECTOR

(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

4-2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

DEPARTMENT: County Commission REQUESTED BY: Donald L Mims 6/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel-County Commission	001-51100.265	22,500	6,000	28,500
Travel Expense-PA	001-51130.265	3,500	(3,500)	0
Copy Machine	001-51100.223	3,900	3,200	7,100
Dues	001-51100.303	21,000	1,800	22,800
Administration Expense	001-59310.499	25,000	(7,500)	17,500
				0
				0
				0
				0
				0
				0
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				0
				0
				0
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				0
				0
				0
				0
				0
TOTAL		\$ 75,900	\$ 0	\$ 75,900

JUSTIFICATION: To realign the budget to cover the County Commission travel and other office expense budgets.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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WWW.MC-ALA.ORG

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Dues to International City/County Management Association

As past President of the Alabama City/County Management Association (ACCMA), I work with the International City/County Management Association (ICMA) organization concerning issues of importance relative to local governments in Alabama.

Last year, the County Commission approved payment of my dues to the ICMA. Membership to ICMA helps provide professional local governmental management information and knowledge resources, including leadership, ethics, and governmental operations through webinars and conferences.

I am requesting that the Commission approve payment of my dues to ICMA in the amount of \$1,132.

Thank you for your consideration of this request.

/tn

Attachment

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: June 15, 2017
RE: Contract No. 52200-14B-008
Inmate Telephone Service

I request that the attached Amendment No. 2 to Legacy Inmate Communications contract for inmate telephone service be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for ninety (90) days, beginning July 22, 2017 and ending on October 21, 2017. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52200-14B-008

Amendment No. 2

Contract with Legacy Inmate Communications for inmate telephone services, to be provided at Montgomery County Detention Facility is hereby extended for ninety (90) days beginning July 22, 2017 and ending October 21, 2017.

All other provisions of the contract will remain the same.

WITNESS:

LEGACY INMATE COMMUNICATIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Invitation to Bid No. 51988-17B-010
Vending Machine Services

In February 2017, Montgomery County Commission issued an invitation to bid on vending machine services to 17 vendors. Buffalo Rock Company (local Pepsi distributor) and Automatic Food Service (our current vendor that partners with Coca-Cola to distribute Coke products) were the only two vendors that responded. Buffalo Rock was the low bidder with 21% of monthly gross sales to be paid to Montgomery County. AFS bid 16.5%.

County Attorney Tommy Gallion, the Examiners of Public Accounts, and ACCA agree that the bid should be awarded to Buffalo Rock because it was the low bidder. The contract will be for one year, with an option to renew for two additional one year terms.

When the contract is rebid, it may specify "Coke;" however, AG's opinions advise including the phrase "or equal" when using brand names. It is the opinion of both the Examiners and ACCA that rebidding with the phrase "Coke or equal" will not allow the County to bypass a Pepsi bid if it is the lowest bidder.

I request that approval of the award of the bid to Buffalo Rock be placed on the next agenda.

Attachment

Purchasing Department Montgomery County Commission

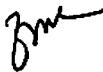
ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID: 51988-17B-010					Buffalo Rock Company Attn: Michael Barrett 1200 Emory Folmar Blvd. Montgomery, AL 36110 (334)394-4452		Automatic Food Service Attn: Ken Miller 3013 Hayneville Rd. Montgomery, AL 36108 (334)264-7336		NAV Co. Maddox Enterprises, Inc. 304 8th Place NW Jasper, AL 35502 "NO BID"					
DATE ISSUED: FEBRUARY 13, 2017														
DATE OPENED: MARCH 21, 2017														
COUNTY COMMISSION														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
	Monthly Gross Sales				21%		16.5%							
17 Bids Mailed														
TOTAL BID AMOUNTS						21%		16.5%						

Notes:
8-2

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Vehicle Maintenance Shop Bid Award

Per the recommendation of Architect Barry Robinson, I request that the contract for construction of a vehicle maintenance shop on Terminal Road be awarded to the low bidder Central Contracting, Inc., with a base bid of \$1,605,000 plus unit pricing of \$25.00 per cubic yard for undercut and replacement of existing fill soil and \$9.00 per square yard for geotextile stabilization fabric.

I request that award of the bid to Central Contracting, Inc., and related contracts be placed on the next agenda.

Attachment

Robinson and Associates Architecture, Inc.



906 South Perry Street
Montgomery, AL 36104
(334) 269-5590
(334) 269-0556 Fax

AIA # 30146597
NCARB # 50419

Licensed In:
Alabama # 4672
Florida # 16588
Georgia # 9606
Mississippi # 3247

June 8, 2017

Lamar Allen, Director General Services
Montgomery County Commission
Via: Hand Deliver

RE: Montgomery County Commission Sheriff Maintenance Shop-Montgomery, Alabama
(Recommendation Letter) -R&AA Project # 16-001

Mr. Allen,

We have reviewed the proposed bid by Central Contracting Inc. and recommend that their bid be accepted for the work required as delineated in the construction documents for the above captioned project. I have reviewed the project budget and recommend the following resources be allocated for construction.

\$ 1,605,000.00(Base Bid)
\$ 27,800.00 ADD ALTERNATE #1(optional)
\$25.00/ Cubic yard (Undercut and replacement of existing fill soil-Unit price)
\$9.00/ Square yard (Geotextile Stabilization Fabric-Unit price)

We ask that you immediately issue a letter of award to Central Contracting, Inc. and cc me. This will release the contractor and Robinson & Associates to start the contract process.

Please do not hesitate to contact me should you have any questions, comments or desire to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wm. Barry Robinson', is written over the word 'Sincerely,'.

Wm. Barry Robinson, AIA
Robinson and Associates Architecture, Inc.

CERTIFIED TABULATION OF BIDS

PROJECT: MONTGOMERY COUNTY COMMISSION
SHERIFF MAINTENANCE SHOP
Montgomery, Alabama

RAA PROJECT No. 16-001

AS TABULATED BELOW, BIDS WERE RECEIVED:

DATE: JUNE 8, 2017 TIME 2:00 PM

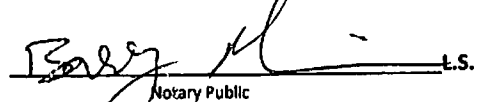
PLACE: Montgomery County Commission
101 South Lawrence Street, Montgomery, AL 36104

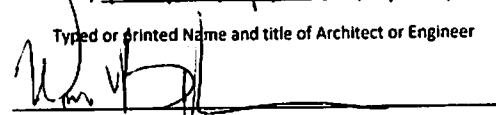
CONTRACTOR	LICENSE NO.	SURETY	BASE BID	ADD ALT #1	UNIT PRICES	REMARKS
Bullard-Cook, Inc. John Bullard 624 South Perry Street Montgomery, AL 36104 (334)356-4271 bids@bullardcook.com						DID NOT SUBMIT BID
Central Contracting, Inc. Ryan McGraw 205 Jeanett Barrett Blvd Wetumpka, AL 36092 (334)567-2400 ryan@centralcontractinginc.com	15592	Fidelity and Deposit Company of Maryland	\$1,605,000.00	\$27,800.00	\$25.00 C.Y. \$9.00 S.Y.	
CRL-Lovelady Construction, LLC Fran L. Bruner 890 Ravenwood Drive Selma, AL 36701 (334)418-8187 fran@crllovelady.com	41819	Hartford Fire Insurance Company	\$1,714,000.00	\$23,000.00	\$22.00 C.Y. \$7.70 S.Y.	Deduct from Base Bid -\$30,000.00
Construction One, Inc. John Palmer 1702 Forest Avenue Montgomery, AL 36106 (334)834-7180 jrpalmer@charter.net	11539	Travelers Casualty and Surety Company of America	\$1,622,277.00	\$28,764.00	\$25.00 C.Y. \$10.00 S.Y.	

CONTRACTOR	LICENSE NO.	SURETY	BASE BID	ADD ALT #1	UNIT PRICES	REMARKS
Frasler-Ousley Construction David Ousley 1105 Singleton Drive Selma, AL 36701 (334)872-3496 dousley@frasler-ousley.com	9207	The Ohio Casualty Insurance Company	\$1,688,400.00	\$26,500.00	\$22.00 C.Y. \$8.00 S.Y.	
Holley Henley Builders, Inc. Hoyt Henley P.O. Drawer 210097 Montgomery, AL 36121 (334)272-2988 hoyt@holleyhenley.com	8465	FCCI Insurance Company	\$1,684,000.00	\$39,380.00	\$20.00 C.Y. \$5.00 S.Y.	
Steve Odom Construction, Inc. Randy Odom 388 Bozie Road Deatsville, AL 36022 (334)361-8035 krodom86@gmail.com	21135	United Fire & Casualty Company	\$1,661,000.00	\$26,000.00	\$22.00 C.Y. \$9.00 S.Y.	
Wyatt Sasser Construction Timmy Walker 28007 Babbie Road Andalusia, AL 36421 (334)493-4348 timmywalker87@gmail.com	48893	U.S. Specialty Insurance Company	\$1,674,000.00	\$11,000.00	\$25.00 C.Y. \$9.00 S.Y.	

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 8th day of June 2017


Notary Public

By: ROBINSON & ASSOCIATES ARCHITECTURE, INC.
Typed or Printed Name and title of Architect or Engineer

Signature

Tammy Nix

From: Felicia Taylor <feliciataylor@alasu.edu>
Sent: Tuesday, June 13, 2017 11:42 AM
To: Elton N. Dean, Sr.; dean2924@aol.com
Cc: Donald Mims
Subject: Present to County Commission
Attachments: Sponsorship Opportunities For Montgomery County Commission.pdf

Hello Commissioner Dean,

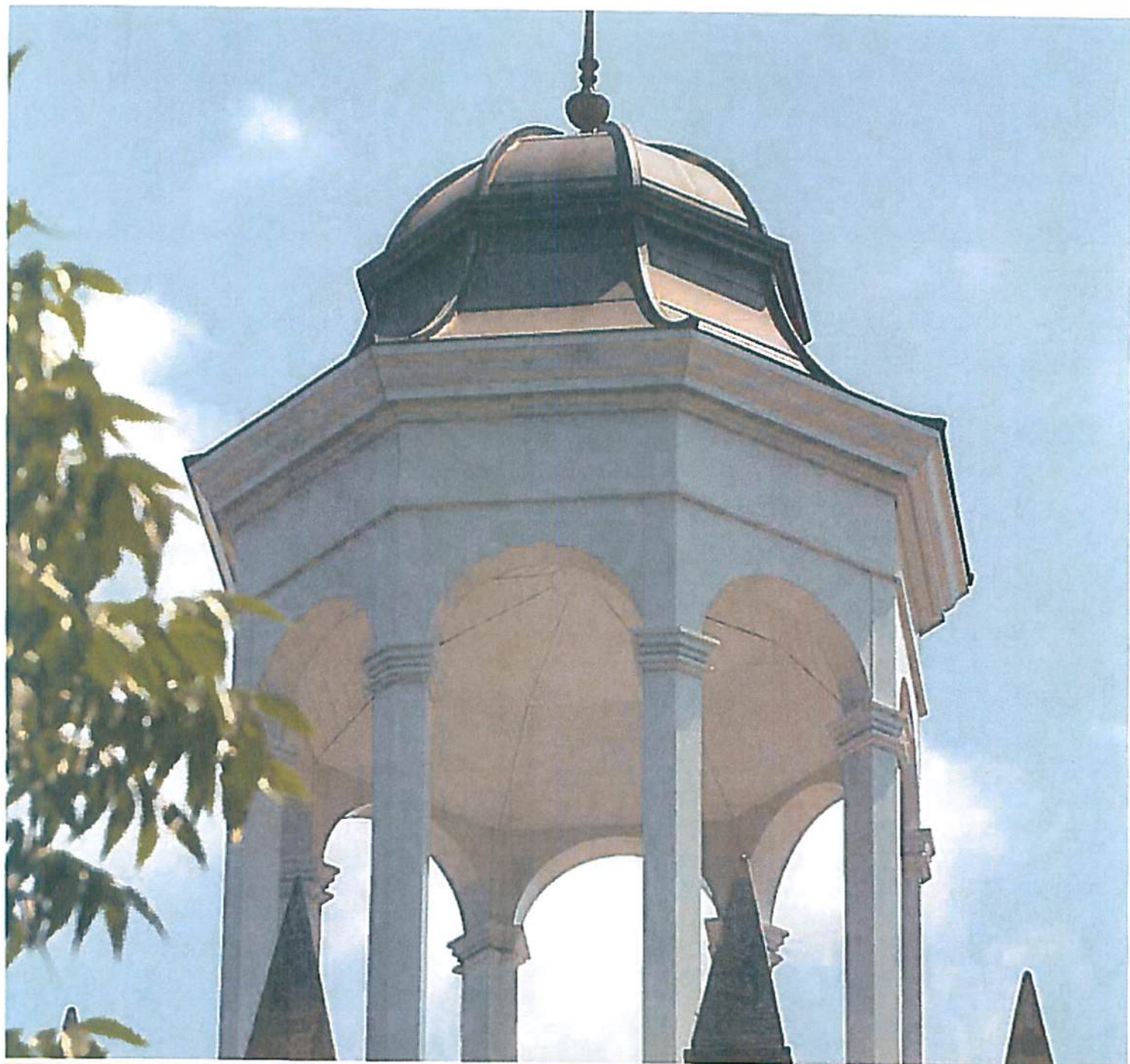
I wanted to send over the packet for the 150th Birthday of Alabama State University and the Labor Day Classic weekend of events that I hope we can get support from the Montgomery County Commission.

Please take a look at the proposed package and let me know if I can present for both events due to the economic impact they will have for the City as well as the County of Montgomery.

I look forward to coming before the Commission and if you require anything else from Alabama State University, please let me know.

Sincerely,

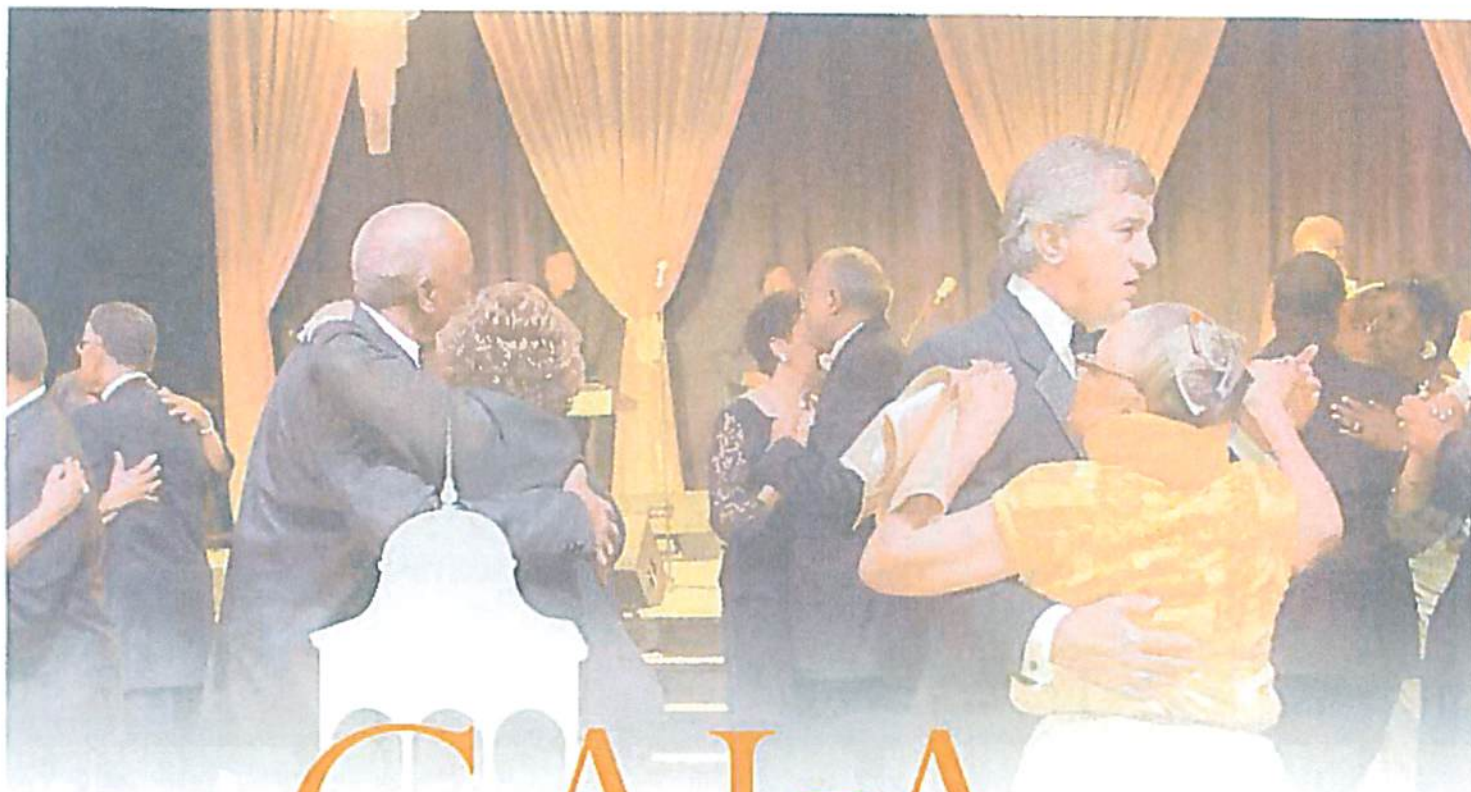
Felicia Taylor
Marketing/Public Relations Specialist
Alabama State University
334-229-4686
334-229-4708



SPONSORSHIP OPPORTUNITIES

ASU

**ALABAMA STATE
UNIVERSITY**



GALA

ALABAMA STATE UNIVERSITY

Celebrating 150 years

What...

Aa gala black-tie affair
celebrating the 150th birthday
of O' Mother Dear

When...

July 14, 2017

Where...

Dunn-Oliver Acadome
ASU Campus

Marion 9 Sponsor (1) >> \$25,000

- 2 Tables of 10
- 20 VIP Reception Tickets
- VIP Parking for 10
- Prime Seating at Gala
- Primary Event Signage
- Acknowledgement in Sesquicentennial publications to include printed and web
- Inclusion on Sesquicentennial Honor Roll
- Program Address Opportunity
- Recognition during Program
- 60 WVAS :15 - :30 Mentions
- Acknowledgement in Hornet Happenings
- 4 Suite Level Football Tickets for a Premium ASU Home Football Game
- :30 second commercial to be played at a 2017 ASU Home Football Game
- Inclusion of logo in print and online materials related to Labor Day Weekend Alumni Activities
- Inclusion of logo on honoree gift
- 2 Table of 10 at Alumni Luncheon
- 2 Table of 8 at Cabaret
- Full page ad in the 50 Under 50 commemorative program book
- Ability to address audience from podium at Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Renaissance Sponsor (2) >> \$15,000

- 1 Table of 10
- 10 VIP Reception Tickets
- Preferred Parking for 5
- Preferred Seating at Gala
- Event Signage
- Acknowledgement in Sesquicentennial publications to include printed and web
- Inclusion on Sesquicentennial Honor Roll
- Recognition during Program
- 20 WVAS :15 - :30 Mentions
- Acknowledgement in Hornet Happenings
- 4 Premium Football Tickets for a Premium ASU Home Football Game

- :10 -:15 Second PA Announcement to be played at a 2017 ASU Home Football Game
- Inclusion of logo in print and online materials related to Labor Day Weekend Alumni Activities
- 1 Table of 10 at Alumni Luncheon
- 1 Table of 8 at Cabaret
- 1/2 page ad in the 50 Under 50 commemorative program book
- Acknowledgement from podium at Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Proud Tradition (Unlimited) >> \$10,000

- 1 Table of 10
- 10 VIP Reception Tickets
- Preferred Parking for 5
- Inclusion on Event Signage
- Acknowledgement in Sesquicentennial publications to include printed and web
- Inclusion on Sesquicentennial Honor Roll
- Recognition during Program
- Acknowledgment in Hornet Happenings
- 10 WVAS :15 - :30 Mentions

- Inclusion of logo in print and online materials related to Labor Day Weekend Alumni Activities
- 1 Table of 10 at Alumni Luncheon
- 1 Table of 8 at Cabaret
- 1/2 page ad in the 50 Under 50 commemorative program book
- Acknowledgement from podium at Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Signature (Unlimited) >> \$5,000

- 1 Table of 10
- 10 VIP Reception Tickets
- Preferred Parking for 5
- Inclusion on Event Signage
- Inclusion on Sesquicentennial Honor Roll
- Acknowledgment in Hornet Happenings
- Inclusion of name in materials related to Labor Day Weekend Alumni Luncheon

- 2 Luncheon Tickets
- 2 Cabaret Tickets
- 1/2 page ad in the 50 Under 50 commemorative program book
- Recognition as supporter from podium Labor Day Weekend Alumni Luncheon

Gala Supporter (Unlimited) >> \$2,000

- 1 Table of 10
- 10 VIP Reception Tickets
- Inclusion on Event Signage
- Inclusion on Sesquicentennial Honor Roll
- Acknowledgment in Hornet Happenings

- VIP Tickets Unlimited \$150.00
- 1 Reserved Seat
- 1 VIP Reception Ticket
- General Seating Unlimited \$100.00
- 1 Seat



Alumni Luncheon

presenting



What...

Alumni Luncheon to welcome our inaugural class of the 50 Under 50 alumni engagement program

When...

Friday, September 1, 2017

Where...

Dunn-Oliver Acadome
ASU Campus

Presenting Sponsor >> \$3,000

- Inclusion of logo in print and online materials related to Labor Day Weekend Alumni Activities
- 10 WVAS :15 - :30 Mentions
- Inclusion of logo on honoree gift
- 2 Tables of 10 at Alumni Luncheon
- 2 Tables of 8 at Cabaret
- Full page ad in the 50 Under 50 commemorative program book
- Ability to address audience from podium at Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Gold Sponsor >> \$2,000

- Inclusion of logo in print and online materials related to Labor Day Weekend Alumni Activities
- 5 WVAS :15 - :30 Mentions
- 1 Table of 10 at Alumni Luncheon
- 1 Table of 8 at Cabaret
- 1/2 page ad in the 50 Under 50 commemorative program book
- Acknowledgement from podium at Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Silver >> \$1,000

- Inclusion of name in materials related to Labor Day Weekend Alumni Luncheon
- 2 WVAS :15 - :30 Mentions
- 4 Luncheon Tickets
- 4 Cabaret Tickets
- 1/2 page ad in the 50 Under 50 commemorative program book
- Recognition as supporter from podium Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Supporter >> \$500

- 2 Luncheon Tickets
- Recognition as supporter from podium Labor Day Weekend Alumni Luncheon
- Opportunity to include promotional item in honoree welcome bag (Sponsor to provide)

Commemorative Ad Booklet

- \$100 Full Page
- \$50 Half Page
- \$25 Congratulatory shout outs

Luncheon Ticket >> \$40



CABARET NOIR

What...

A black attire affair

When...

September 1, 2017

Where...

John Garrick Hardy
Student Center | ASU Campus

Cabaret Entertainment Sponsor (Multiple) >> \$1,500

- 1 Table of 8 at Cabaret
- Signage near event entertainment
- Full page ad in the 50 Under 50 commemorative program book
- MC/DJ Shout out throughout event

Cabaret Table >> \$500

- 1/2 page ad in the 50 Under 50 commemorative program book
- MC/DJ Shout out throughout event

Cabaret Ticket >> \$50





What...
The Nat King Cole Society
Jazz Festival

When...
September 3, 2017

Where...
ASU Campus

Platinum Sponsor >> \$10,000

- Recognition as **MAJOR EVENT SPONSOR** from Stage and on Stage Signage, on WVAS Web Site, in all Print Materials, in On-Air Pre-Recorded and "Live" Mentions
- VIP Admission for 12 to Event

Diamond Sponsor >> \$5,000

- Recognition as **EVENT SPONSOR** from Stage and on Stage Signage, on WVAS Web Site, in all Print Materials, in On-Air Pre-Recorded and "Live" Mentions
- VIP Admission for Six and General Admission for Six to Event

Gold Sponsor >> \$2,500

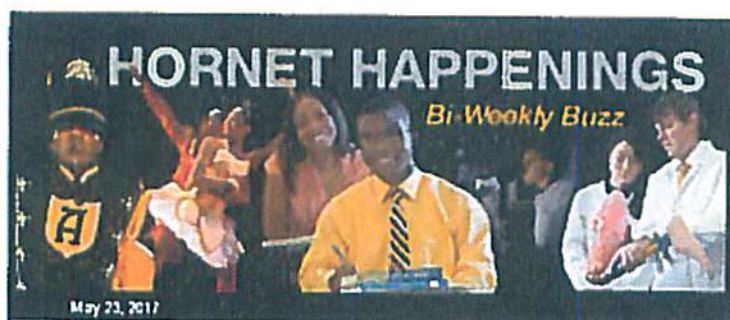
- Recognition as **SUPPORTING SPONSOR** from Stage and on Stage Signage, on WVAS Web Site, in all Print Materials, in On-Air Pre-Recorded and "Live" Mentions
- General Admission for 10 to Event

Silver Sponsor >> \$1,000

- Recognition as **SPONSOR** on WVAS Web Site, in all Print Materials, in On-Air Pre-Recorded and "Live" Mentions
- General Admission for Six to Event

Brass Sponsor >> \$500

- Recognition as **SPONSOR** on WVAS Web Site, in all Print Materials, in On-Air Pre-Recorded and "Live" Mentions
- General Admission for Four to Event



50 UNDER 50 AWARDS

Nominations
Deadline
Extended for 50
Under 50 Awards

If you know of alumni
who are a rising
star in their
profession or
community, you still
have time to submit
nominations for the
ASU 50 Under 50
Awards. [More...](#)

CAMPUS CALENDAR

ASU Gala
July 14

Day of Giving
July 17

Football - Tuskasee
University vs ASU
Sept 2

Met King Cole
Reception
Sept 3

GUIDE LINKS

- [ASU HOMEPAGE](#)
- [NEWS STORIES](#)
- [PHOTO GALLERY](#)
- [ATHLETIC](#)
- [WVA SPM 88.7](#)
- [SUPPORT A SU](#)
- [BACD ONLINE](#)

TOP STORIES

Tickets on Sale Now
for the ASU Gala



ASU is sponsoring a Gala on Friday, July 14, 2017, in the
Dunn-Oliver Academic. The Gala is a fundraiser being held to
celebrate ASU's 150th anniversary. [More...](#)

Events Announced for Labor Day Classic



Arizona State University has a plethora of fun-filled events
planned for its Labor Day Classic Alumni Weekend
on September 1-3, 2017. [More...](#)

ASU to Offer a Variety of Summer Camps



Parents in search of fun and rewarding summer programs for
their children this year will find a wide variety of camps available
at Arizona State University. [More...](#)

BOT Approves New Food Services Provider

The ASU Board of Trustees has selected Asmark as the new
Food Services Provider for the University. [More...](#)

BOT Names Bushnell College for Visionary and Founder

Board of Trustees Welcomes New Members

Faculty Member Wins Award

The ASU Board of Trustees has selected Asmark as the new
Food Services Provider for the University. [More...](#)

Students Gain Prestigious Internships

The ASU Board of Trustees has selected Asmark as the new
Food Services Provider for the University. [More...](#)

ASU AND THE WORLD



The man who is
credited with creating
the "Hornet Least
Back" the signature
move of ASU's
Marching Hornets
Drum Major is
remembered as a
legend of the band's
remarkable history.
[More...](#)

MORE NEWS

ASU Professor to
be recognized at
Global
Conference

One of ASU's
nationally acclaimed
forensic scientists has
been selected to
attend an
international
conference, which will
allow her to share
her latest insights in
the field with her col-
leagues. [More...](#)

Alumnus Turns
100 Years Old

The ASU Board of
Trustees has
selected Asmark as
the new Food
Services Provider for
the University. [More...](#)

What...
Hornet Happenings
eNewsletter

When...
Every two weeks

Where...
Your inbox

Who...
More than 50,000 alumni,
students, faculty and staff,
friends of ASU and the media

Ad space has been identified in
three spaces on the bottom half of
Hornet Happenings.

Space sizes:

- Bottom Banner (11.33" X 2")
- Side Banner (2" X 7.5")
- Side Banner (2" X 7.5")

All Spaces

- >> \$150 per edition
- >> \$500 4 editions
- >> \$1,250 20 editions
- >> \$4,000 40 editions



Tammy Nix

From: Crabb, Barry O. <bcrabb@montgomeryal.gov>
Sent: Thursday, June 08, 2017 5:07 PM
To: Strange, Todd Contact Card
Cc: Donald Mims; Florence Cauthen; Lamar Allen; Elton N. Dean, Sr.; McLeod, Mac; Jones, Steve; Fehl, Kim
Subject: RE: Parking Deck on Washington to Jointly Purchase

All,

I talked to Donnie today and the only change (at this point) is after conferring with him and Kim, the County will initiate the documents and forward to Kim for review,

Barry O. Crabb
Finance Director
City of Montgomery
Office: (334) 625-2025
Cell: (334) 462-5251
bcrabb@montgomeryal.gov

From: Todd Strange [mailto:tstrange2@aol.com]
Sent: Tuesday, June 06, 2017 8:55 PM
To: Crabb, Barry O. <bcrabb@montgomeryal.gov>
Cc: Donald Mims <DonaldMims@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; Lamar Allen <LamarAllen@mc-ala.org>; eltondean@mc-ala.org; McLeod, Mac <mmcleod@montgomeryal.gov>; Jones, Steve <sjones@montgomeryal.gov>; Fehl, Kim <kfehl@montgomeryal.gov>
Subject: Re: Parking Deck on Washington to Jointly Purchase

It appears you have capture the understandings. Thanks and good work by all.

Sent from my iPhone

On Jun 6, 2017, at 11:56 AM, Crabb, Barry O. <bcrabb@montgomeryal.gov> wrote:

All,

I wanted to summarize out discussions this morning regarding the proposed purchase of the parking deck by the City / County. The major points discussed were as follows:

- 1) The City would get 125 spaces and the County 171 (including the 59 currently rented by Capell Howard);
- 2) The ownership percentages will be County 57.8% and City 42.2%;
- 3) The cost of the deck will be approximately \$425,000;
- 4) Renovation and start-up costs will be in the range of \$775,000 – total cost of project approximately \$1,200,000;
- 5) The City and County will split ongoing maintenance expenses based on their ownership percentages above;
- 6) If the City and County wish to rent any of their spaces, they will be responsible for collecting their rent (we can discuss the City handling this for the County for a fee);

- 7) The County will handle the sanitation/clean-up of the deck and the City will handle the maintenance calls (i.e. entry/exit arm malfunction);
- 8) Steve will get an estimated price from a parking management company for the issuance/maintenance of fobs for the Deck. The City and County will decide who will administer and the other will pay based on Steve's findings (i.e. either the Police Department will administer for the City and the County will pay the City 57.8% of the total cost or the Sherriff's Department will administer and the City will pay the County 42.2% of the total cost);
- 9) Barry will work with Kim Fehl on an appropriate form of ownership (i.e. partnership or Authority) and the necessary documentation including an initial memorandum of understanding;
- 10) Donnie proposed that once we are in agreement with the above, the County will take the lead in purchasing the facility and overseeing/paying for the renovation. Once completed, they would contribute the facility to the new structure and the City would pay the County 42.2% of the total cost.

If I have left anything out or misinterpreted any of our discussions, please let me know,

Barry O. Crabb
Finance Director
City of Montgomery
Office: (334) 625-2025
Cell: (334) 462-5251
bcrabb@montgomeryal.gov

Parking Deck Analysis

296 Parking Spaces

Total Cost	County Cost	City Cost	Total Spaces
100.0%	57.8%	42.2%	296
Land Cost	\$245,650	\$179,350	
Renovation Cost	\$352,580	\$257,420	
Elevator Alternate 1	\$15,953	\$11,647	
Elevator Alternate 2	\$17,340	\$12,660	
Architect 10%	\$38,587	\$28,173	
Contingency Cost	\$23,490	\$17,150	
Total Cost	\$693,600	\$506,400	



Land Cost	\$425,000
Demolition Cost	\$200,000
Total	\$625,000

Square Footage of Land 24,624

Cost per Sq. Foot \$25.38

Parking Deck Analysis

File Name: ParkingDeckAnalysis2017-5

City of Montgomery Pays for 125 Parking Spaces

Rental Revenue to the County

	Parking Spaces	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total for 10 Years
Capell Howard Monthly Rental	59	\$35	\$35	\$35	\$35	\$35	\$45	\$45	\$45	\$45	\$45	
City of Montgomery Monthly Rental	125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Public Rental paid to County Monthly	112	\$25	\$25	\$25	\$25	\$25	\$35	\$35	\$35	\$35	\$35	
	296											
Capell Howard Annual Rental	59	\$24,780	\$24,780	\$24,780	\$24,780	\$24,780	\$31,860	\$31,860	\$31,860	\$31,860	\$31,860	\$283,259
City of Montgomery Monthly Rental	125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Rental paid to County Annually	112	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$47,040	\$47,040	\$47,040	\$47,040	\$47,040	\$403,200
	296	\$24,780	\$24,780	\$24,780	\$24,780	\$24,780	\$31,860	\$31,860	\$31,860	\$31,860	\$31,860	\$686,459



12-2

Tammy Nix

From: Frank Thomas <f.thomas@frankthomasllc.com>
Sent: Tuesday, May 09, 2017 3:59 PM
To: Elton Dean; Donald Mims; Florence Cauthen; Greg Carr; ttg@hsg-law.com
Subject: Fwd: MCC - JP25
Attachments: JP25 - MCC Contract 5-4-17 - REDLINED.pdf; ATT00001.htm; JP25 - MCC Contract 5-4-17.pdf; ATT00002.htm

See below

H. Frank Thomas III
2855 Zelda road
Montgomery, Alabama 36106
F.Thomas@FrankThomasllc.com
334-657-4686

Begin forwarded message:

From: "Mark Jordan" <MJordan@jppartners.net>
To: "Frank Thomas" <f.thomas@frankthomasllc.com>
Subject: FW: MCC - JP25

I do appreciate all your hard work on this. However, as I stated, I'm really not interested in selling the asset below my \$425,000 purchase price. I would like to bring this to a conclusion. Please let me know if your client would prefer to move forward or pass on the deal.

Sincerely,

Mark D. Jordan
JP Realty Partners, Ltd.
2435 N. Central Expressway
Suite 1650
Richardson, TX 75080
Work: 972-458-7600
Mobile: 214-906-0446
Websites: www.JPPartners.net

From: Frank Thomas [<mailto:f.thomas@frankthomasllc.com>]
Sent: Thursday, May 4, 2017 2:51 PM
To: Mark Jordan <MJordan@jppartners.net>
Cc: Frank Thomas <f.thomas@frankthomasllc.com>
Subject: FW: MCC - JP25

See attached
FT3

Disclaimer



Volkert, Inc.

1680 West Second St., Suite B
Gulf Shores, AL 36542

Office 251.968.7551
Fax 251.968.2318
volkert@volkert.com

www.volkert.com

June 6, 2017

The Honorable Elton N. Dean, Sr.
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102

RE: Project No. STPMN 5115 (251)

**East Fairview Avenue Resurfacing and Pedestrian Improvements from South Court
Street to Woodley Road
City of Montgomery, Montgomery County, Alabama**

Dear Sir or Madam:

On behalf of the City of Montgomery, our firm is in the process of preparing a Categorical Exclusion (CE) for a proposed project that involves resurfacing and pedestrian improvements to East Fairview Avenue in the City of Montgomery, Montgomery County, Alabama (see attached map). The project is located in Section 19, Township 16 North, Range 18 East, as depicted on the Montgomery South, Alabama USGS topographic quadrangle map.

The proposed project includes modifying existing East Fairview Avenue from a four-lane roadway to a three-lane (two travel lanes with a center turn lane) roadway and the addition of sidewalks from South Court Street to Woodley Road.

The proposed improvements, if implemented, would likely be funded with a combination of federal, state, and local funds. We would appreciate any comments or information that you might have regarding potential social, economic, or environmental impacts. Your comments and information will be taken into consideration during the development of the proposed project and the appropriate environmental documentation.

Also, we are interested in your review of this proposal so that we may satisfy the intent of *Federal Statute Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966* and *40 CFR 1501.4* which states that Federal Agencies must involve environmental agencies, applicants, and the public, to the extent practicable, in preparing environmental assessments. Therefore, your comments and views on potential site-specific concerns or issues and potential adverse environmental impacts of the proposed project are requested.

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Belleville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana • Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.

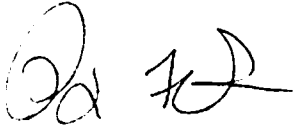


13-1

VOLKERT

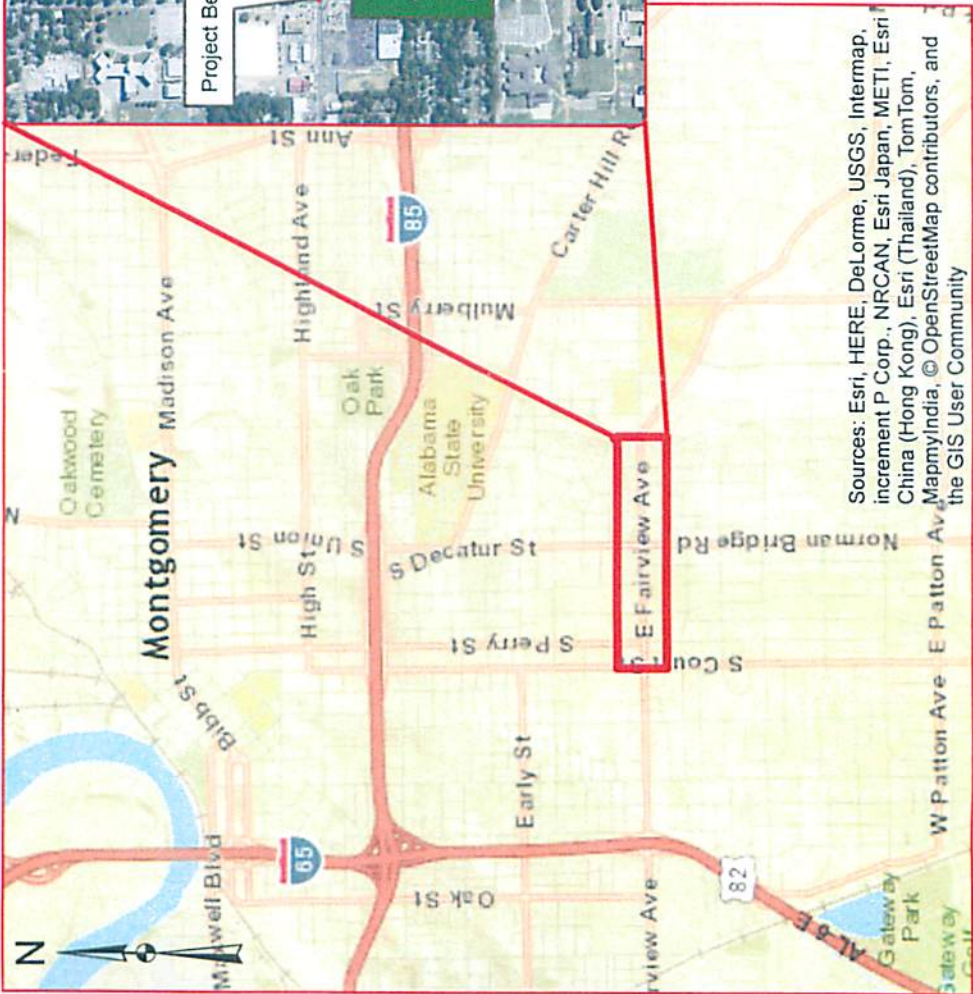
If you should have any questions or require additional information, please feel free to call me at 251-968-7551 or e-mail me at paige.felts@volkert.com. Thank you in advance for your assistance with this evaluation.

Sincerely,
Volkert, Inc.

A handwritten signature in black ink, appearing to read 'Paige Felts', written in a cursive style.

Paige Felts
Environmental Project Manager

Project Number
STPMN 5115 (251)
Resurfacing and Pedestrian Improvements
East Fairview Avenue
from Court Street to Woodley Road
Montgomery, Montgomery County
(Not to Scale)
Begin Project Lat, Long: 32.351821, -86.308452
End Project Lat, Long: 32.360681, -86.304973
Section 19, Township 16 North, Range 18 East



Tammy Nix

From: Kaye Harris
Sent: Wednesday, June 14, 2017 10:34 AM
To: Briddell, Michael; Dave Bryan; Dan Harris; Donald Mims; Daryl Bailey; bianca.granger1@gmail.com; bmitche8@aum.edu; Jannah Bailey; ccarter359@knology.net; jbell@alasu.edu; Ben@benvenable.com; Eddie Compton, III; ellen brooks; hannah.chadee@jackson.org; Jenny Brantley; Karen Sellers; jbowman@montgomeryal.gov; omailialaw@gmail.com; LilettaJenkins@dca.alabama.gov; Lisa Weil; mvickers@aum.edu; motey@faulkner.edu; Nell Rankin; rebecca.baker@ubs.com; shicks@waka.com; tdean@faulkner.edu
Subject: ADECA Grant Announcement

OFFICE OF THE GOVERNOR

Kay Ivey
Governor

www.adeca.alabama.gov



ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

Kenneth W. Boswell
Director

(334) 242-5525

State of Alabama

June 14, 2017

Gov. Ivey awards grant to assist domestic violence victims in Montgomery County

MONTGOMERY— Gov. Kay Ivey has awarded a \$498,124 grant to expand the free, professional services available to victims of domestic violence in Montgomery County.

One Place Family Justice Center is using grant funds to expand its staff which will allow the center to assist 950 victims over the next year, officials said. The center serves as a central location where a multi-disciplinary team of professionals work together to provide coordinated services to victims.

"Having the right personnel in place can make all the difference in the lives of those who have just been through something horrific," Ivey said. "I commend the work One Place has done for domestic violence victims in Montgomery County, and am proud that this grant will enable the center to hire staff to help even more people."

One Place will hire two specialists who assist victims in obtaining crisis intervention services through the center or at other service organizations in the community. Additionally, the Montgomery County District Attorney's Office will use funds to hire an officer for One Place who specializes in abuse cases involving the elderly.

The grant also will help the Family Sunshine Center to employ two case managers who will work directly through One Place to assist victims of domestic and sexual violence. The Family Sunshine Center will also hire a new legal advocate to work with clients who need safety and emergency legal assistance.

The Alabama Department of Economic and Community Affairs is administering the grant from funds made available to the state by the U.S. Department of Justice.

Kaye Harris, MA

District Attorney's Office 15th Judicial Circuit

Executive Director

One Place Family Justice Center

530 South Lawrence Street

Montgomery, AL 36104

Phone: (334) 262-7378

Fax: (334) 263-3525

KayeHarris@mc-ala.org



OFFICE OF THE MAYOR
Todd Strange, Mayor

Post Office Box 1111
Montgomery, Alabama
36101-1111

PH 334.625.2000
FX 334.625.2600

City of **Montgomery**, Alabama

June 09, 2017

Attn: John Lee, Jeong Su Kim
CNJ USA, LLC
265 Teague Court
Auburn, AL 36832

**Re: Project Agreement dated August 8, 2016 between the City of
Montgomery (the "City"), Montgomery County, Alabama (the
"County"), and CNJ USA, LLC ("CNJ")**

Dear Mr. Kim:

As you know, CNJ entered into the above Project Agreement with the City and County regarding certain project goals and incentives (such agreement, the "Project Agreement") related to construction and operation of a manufacturing and assembly facility on 229 acres in Montgomery, Alabama (the "Property") purchased from The Water Works and Sanitary Sewer Board of the City of Montgomery on September 23, 2016.

In Section 1.1(1) of the Project Agreement, CNJ agreed to commence construction (i.e., commence pouring footings or foundations) for its manufacturing and assembly plant on the Property no later than June 1, 2017. I have been informed that CNJ has not met the deadline to commence construction and is subject to the repayment and clawback provisions in Section 3.1 of the Project Agreement.

The City and County have vested interests in CNJ successfully completing the project. Thus, we therefore request a prompt update concerning CNJ's intentions regarding commencing construction or otherwise requesting an extension from the City and County. We have assurance from the Water Works Board that it will not object to a reasonable extension, and should the City and County agree to such extension, the Board will forbear from exercising any right to repayment or clawback under the Project Agreement during the extension period.

As time is of the essence, please let me know no later than June 19, 2017 the timeline for both selecting a construction company and commencement of construction on the Property or the nature and proposed terms of any extension. I appreciate your prompt attention to this matter.

Sincerely,

Todd Strange
Mayor

cc: Jim Holmes, Esq., Nelson Mullins Riley & Scarborough, LLP (by facsimile and email)
Kim Fehl, Esq., City of Montgomery (by hand delivery)
Ellen McNair, Montgomery Area Chamber of Commerce (by hand delivery)
✓ Hon. Elton Dean, Chairman of the Montgomery County Commission (by hand delivery)
Richard E. Hanan, Chairman of the Board of Directors of The Water Works and Sanitary
Sewer Board of the City of Montgomery (by hand delivery)
William R. Cunningham, Jr., Esq., Sasser, Sefton & Brown, P.C. (by hand delivery)

15-1

AGENDA

AUG - 1 2016

**PROJECT AGREEMENT
BY AND AMONG
CITY OF MONTGOMERY,
MONTGOMERY COUNTY, ALABAMA,
AND
CNJ USA, LLC**

PROJECT AGREEMENT

This agreement is between CITY OF MONTGOMERY, a body corporate and politic of the State of Alabama (the "City"), MONTGOMERY COUNTY, ALABAMA, a body corporate and political subdivision of the State of Alabama (the "County"; collectively with the City, the "Local Governments"), and CNJ USA, LLC, an Alabama limited liability company ("CNJ"), and is dated _____, 2016.

The Local Governments support and encourage business and industrial development within their territorial boundaries for the benefit of their citizens.

CNJ desires to purchase an approximately 229 acre site located on property in Montgomery, Alabama, which property is more particularly described in Exhibit A (the "Project Site"), and which Project Site was originally valued at \$3,500,000. As incentive to CNJ to build on the Project Site in furtherance of the Local Governments' industrial development goals, the seller offered to reduce the purchase price of the Project Site to \$2,000,000.00 (such \$1,500,000.00 incentive, the "Purchase Price Incentive").

The seller of the Project Site has conducted extensive due diligence work for the sale of the Project Site, including environmental site assessments, wetlands delineation, and survey and title work, all of which is being made available to CNJ at no cost to CNJ as further incentive to purchase the Project (such due diligence work, the "Additional Incentives").

CNJ and the seller have entered into a Purchase and Sale Agreement dated contemporaneously with this agreement for the sale of the Project Site to CNJ for use as an industrial manufacturing site (the "Purchase Agreement"), and the consideration for such contract includes the Purchase Price Incentive and the Additional Incentives.

CNJ has also approached the City and the County regarding CNJ's intention to build a new manufacturing facility on the Project Site.

CNJ has represented that it will make a capital investment of approximately \$51,000,000.00 in constructing and equipping the Project and will employ about 160 full-time employees at the Project.

CNJ has requested certain incentives in connection with locating at the Project Site, and the City and the County are willing to grant certain incentives, all on the terms and conditions in this agreement and based upon the representations, agreements and covenants of CNJ in this agreement.

In furtherance of encouraging the use and development of the Project Site for industrial development purposes, CNJ is willing to undertake certain obligations with the understanding that it will repay the incentives if it fails to satisfy its commitments under this agreement.

The parties therefore hereby agree as follows:

Article 1 CNJ'S COMMITMENT FOR PROJECT

1.1 Location and Implementation of Project. CNJ shall meet the following requirements regarding timing and expenditures for the Project (collectively, the "Milestones"):

- * (1) Commence Construction no later than June 1, 2017; and

(2) Commence Commercial Operation no later than June 1, 2019.

1.2 **Capital Expenditures.** CNJ intends to expend approximately \$51,000,000.00 in Capital Expenditures in constructing and equipping the Project at the Project Site by no later than December 31, 2022;

1.3 **Employment.** CNJ shall use best efforts to employ 160 Full-Time Employees by no later than December 31, 2022, which CNJ shall certify to the Local Governments on or before such deadline. Such certification shall be subject to the Local Governments' rights to audit such certification in accordance with normal procedures that the Local Governments' use with respect to loans and grants based upon employment criteria as established from time to time. The Local Governments may require additional documentation to support the certification. "Full-Time Employees" means individuals employed directly by CNJ at the Project Site whose terms of employment require working thirty-five or more hours per week but does not include contracted personnel who would not be treated as common law employees under applicable Alabama laws.

1.4 **Employment of Montgomery Residents.** The Local Governments each acknowledge that all employees hired by CNJ at the Project shall be selected in the sole discretion of CNJ and that CNJ shall have no obligation to hire Montgomery residents. CNJ shall, in good faith, give full consideration to qualified Montgomery residents for employment at the Project, subject in all cases to CNJ's then existing hiring policies.

1.5 **Administrative Fee.** As described in Section 2.2, CNJ shall pay the \$45,000.00 administrative fee to the Industrial Development Board of the City of Montgomery (the "IDB") when due.

Article 2 ECONOMIC DEVELOPMENT INCENTIVES

2.1 **Purchase Incentives.** CNJ acknowledges that the Purchase Price Incentive and the Additional Incentives are valuable consideration offered by the seller for the purchase of the Project Site and development of the Project.

2.2 **Statutory Incentives.** CNJ acknowledges that certain statutory and regulatory incentives exist under Alabama law for which the Project may qualify and that will further enhance the ability of CNJ to complete the Project, including certain property tax abatements, sales and use tax abatements, sales and use tax exemptions, and other tax credits. CNJ acknowledges that certain of the abatements are administered by the IDB, and CNJ acknowledges that it is solely responsible for payment of the \$45,000.00 administrative fee related to the abatements when due to the IDB. CNJ further acknowledges that none of the Local Governments shall have any obligation or liability as to CNJ's qualification, successful application, and continued qualification for such statutory incentives.

2.3 **Discretionary Incentives.** In addition to the valuable incentives described in Section 2.1 and 2.2, the Local Governments shall, within 30 days after the Effective Date and prior to the nearest upcoming application deadline, cause an application to be made to the Industrial Access Board on behalf of CNJ and/or the Local Governments for a grant for public funds to be used in acquiring the necessary land and building a public access road along the southern boundary of the Project Site and connected to U.S. Highway 31.

Article 3
REPAYMENT AND CLAWBACKS

3.1 Repayment Obligations. (a) In event that CNJ does not Commence Construction prior to the deadline set forth in Section 1.1(1), then CNJ shall re-convey the Project Site to the seller by statutory warranty deed, in form and content satisfactory to the seller. Upon re-conveyance of the Project Site to the seller, CNJ will be entitled to a refund of that portion of the purchase price actually paid, less 20% of such amount which will be retained by the seller.

(b) In the event that CNJ fails to Commence Commercial Operating prior to the applicable deadline, then upon any of such failure CNJ shall repay the Purchase Price Incentive to the seller in immediately available U.S. Dollars.

(c) CNJ may request an extension of the deadline for completion any Milestone by delivering a written request to the Local Governments no less than 45 days prior to the expiration of the deadline for which CNJ is requesting an extension. The Local Governments shall not unreasonably condition, delay, or withhold consent to such extension, which consent shall be delivered in writing to CNJ.

3.2 Termination of Incentives. At the sole option and discretion of the Local Governments, upon written notice to CNJ by either of the Local Governments following the occurrence of a breach, default or violation of this agreement by CNJ or upon any event triggering a repayment by CNJ under Section 3.1 (each such event, a "Default"), the obligations of the Local Governments shall cease and terminate. In no event shall the termination or cessation of the obligations and agreements of the Local Governments in any way waive, limit, abrogate or eliminate the obligations of CNJ hereunder, and such termination or cessation of such obligations by the Local Governments shall not constitute a termination of this agreement.

Article 4
MISCELLANEOUS

4.1 Condition Precedent. The effectiveness of this agreement shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County, at their option, execute and deliver this Agreement prior to such authorization but that the obligations, liabilities, agreements, and statements of the City and County shall not be binding and enforceable unless and until this agreement is approved by their respective governing bodies as set forth above.

4.2 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement between the parties, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

4.3 Governing Law. The governing law of this agreement shall be the law of the State of Alabama without regard to its conflicts of laws principles.

15-5

With a copy to:

**Jim Holmes, Esq.
Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, GA 30363
Fax: 404.322.6078**

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 4.5.

4.6 Costs and Expenses. Each party shall pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated in this agreement, including all costs and expenses incurred in connection with the preparation of this agreement or otherwise.

4.7 Amendment and Waivers. This agreement may not be amended or modified except by a written instrument signed by each party. The waiver by any party of such party's rights under this agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

4.8 Assignment. This agreement is not assignable without the prior written consent of all of the other parties.

4.9 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions of this agreement.

4.10 Construction of Agreement. In this agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

4.11 Specific Performance. The parties acknowledged that it is impossible to measure in money the damages which will accrue to CNJ or the Local Governments by reason of a failure of any of the other parties to this agreement to perform any of their respective obligations under this agreement. Therefore, if any party institutes any action or proceeding to enforce the provisions of this agreement, the party or parties to this agreement against whom such action or proceeding is brought hereby waive the claim or defense that such defending party or parties has, have, or will have an adequate remedy at law for money damages.

4.12 Entire Agreement. This agreement constitutes the entire agreement and understanding among the parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between CNJ and the Local Governments.

4.13 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants made by each of the parties in this agreement shall survive the performance of any obligations to which such representations, warranties and covenants relate.

4.14 Binding Effect. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns and, as to the Local Governments, all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Local Governments or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations under this agreement of the Local Governments.

4.15 Time is of the Essence. Time is of the essence as to all terms and conditions of this agreement.

4.16 No Consequential Damages. Except as otherwise provided herein, no party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

4.17 Third Party Beneficiary. This agreement is intended solely for the benefit of the parties and the seller under the Purchase Agreement. Nothing in this agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the parties and seller and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any employees or independent contractors.

4.18 Independent Contractor. For the purposes of this agreement and all services to be provided under this agreement, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other party.

4.19 Acknowledgment of No Liability. The parties hereto agree that the Local Governments shall have no liability, responsibility or obligation resulting from the construction or operation of the Project (provided, however, that this paragraph shall not relieve any party of any of its obligations under this agreement), and that all such liability, responsibility and obligation therefrom shall be CNJ's alone.

4.20 Definitions. The following terms and definitions shall apply to this agreement.

"Capital Expenditures" means the costs incurred and paid for engineering, construction, renovation, furnishing and equipping the Project by CNJ which is of a type that is properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). The determination of whether an expenditure is a capital expenditure is made at the time the expenditure is paid with respect to the Project.

"Commence Commercial Operation" means manufacturing and assembling of automotive parts packaging, automotive sub-assemblies, automotive parts castings, and other automotive related products for commercial sale on or before the Commercial Operation Commencement Date.

"Commercial Operation Commencement Date" means the date that the Project is placed in service for federal income tax purposes under Treasury Regulation 1.150-2(c) for Commercial Operation.

"Commence Construction" means commencement of pouring of footings or foundations for the Project.

"Complete Construction" means completion of construction of the improvements and infrastructure for the Project, installation of furniture, fixtures, and equipment in such improvements, and testing of primary manufacturing systems for the Project such that CNJ may commence Commercial Operation within 90 days.

"Effective Date" means the later of the following to have occurred: (1) this agreement has been signed by authorized representatives of each party, and (2) the satisfaction of the conditions precedent set forth in Section 4.1.

"Person" means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities and governments and agencies and political subdivisions.

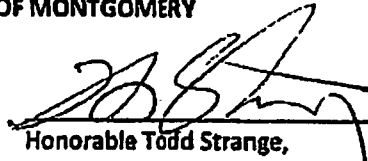
"Project" means the construction and operation of an approximately 200,000 to 300,000 square foot facility for its Commercial Operation.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this Agreement as of the date their signature was properly notarized.

CITY OF MONTGOMERY

By:


Honorable Todd Strange,
Its Mayor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Todd Strange, in his capacity as Mayor of the CITY OF MONTGOMERY, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2016.

Notary Public

My Commission expires: _____

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

By: Elton Dean
Honorable Elton Dean,
Its Chairman

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Elton Dean, as Chairman of the Montgomery County Commission, in its capacity as the governing body of MONTGOMERY COUNTY, ALABAMA, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in his capacity as Chairman thereof on this date.

SUBSCRIBED AND SWORN to before me on this the 1st of August 2016.

Jammy L. Nix
Notary Public
My Commission expires: 2-26-20

CNJ USA, LLC

By: 

Name: Jeong Su Kim
Its CEO

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, in his capacity as _____ of CNJ USA, LLC, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such _____ and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2016.

Notary Public

My Commission expires: _____

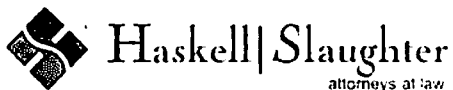
EXHIBIT A

Legal Description of Project Site

A parcel of land in the SE ¼ of Section 9 and in the SW ¼ of Section 10, T15N, R17E, Montgomery County, Alabama, being more particularly described as follows:

Begin at a found 5/8" iron pin at an old fence corner at the SW corner of said Section 9; Thence S 89° 46' 38" E along the north line of Carter Lane a distance of 2414.48 feet to a concrete right-of-way monument on the westerly right-of-way of U.S. Highway 31; Thence N 39° 37' 08" E along said westerly right-of-way a distance of 129.89 feet to a concrete right-of-way monument; Thence northeasterly along said westerly right-of-way through a curve to the left, said curve having an arc distance of 660.08 feet, a radius of 2824.79 feet and a chord bearing N 6° 35' 44" E a distance of 658.58 feet to a concrete right-of-way monument; Thence N 0° 05' 55" W along said westerly right-of-way a distance of 374.29 feet to a concrete right-of-way monument; Thence N 18° 46' 30" W along said westerly right-of-way a distance of 105.13 feet to a concrete right-of-way monument; Thence N 0° 10' 30" E along said westerly right-of-way a distance of 360.25 feet to a concrete right-of-way monument; Thence northwesterly along said westerly right-of-way through a curve to the left, said curve having an arc distance of 283.17 feet, a radius of 23003.31 feet and a chord bearing N 0° 26' 49" W a distance of 283.17 feet to a concrete right-of-way monument; Thence N 0° 05' 39" W along said westerly right-of-way a distance of 92.26 feet to a set ½" iron pin on the south line of that parcel of land described in RLPY 2026 page 483 on record at the Montgomery County Office of the Judge of Probate; Thence N 89° 37' 03" W along the south line of said record parcel and the westerly extension thereof a distance of 4771.84 feet to a corner at the southeasterly right-of-way of the CSX Railroad, said corner being also the SW corner that parcel of land described as Exhibit "B" in RLPY 1663 page 784 and being N 89° 37' 03" W a distance of 85.58 feet from a found iron pin at the SW corner of that parcel of land described in RLPY 2026 page 483; Thence S 21° 23' 08" W along the southeasterly right-of-way of the CSX Railroad a distance of 1128.71 feet to a found ¾" iron pin at an old fence corner; Thence S 0° 37' 26" E along an old fence a distance of 927.89 feet to a found ¾" iron pin at an old fence corner; Thence S 89° 50' 21" E a distance of 2636.02 feet to the point of beginning;

The above description being set forth on that certain boundary survey dated June 18, 2015, prepared by Jarrod Cooper, PLS No. 13413.



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

MEMORANDUM

June 9, 2017

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Voting Machines

Per your request, I have researched this matter regarding the Alabama Bid Law pertaining to same.

At the MCC meeting on June 6, 2017, it was represented to the Commission by Probate Judge Steven Reed that he desired to purchase the new voting machines from our present vendor ES&S. He presented an opinion dated September 3, 2005, by the Office of the Attorney General to MCC that the purchase of voting machines did not have to be a competitive bid. The opinion is very voluminous and determines that although the machines are tangible items they would fall under the category of "professional services." The Attorney General included that, "The purchase of voting system and related professional services provided by the vendor are inextricably intertwined with that particular voting system."

However, the opinion states, "that state law requires state entities to issue requests for proposals to procure professional services that fall under the exception to the Competitive Bid Law. Alabama Code § 41-16-724) (Supp. 2004)."

Although the Probate Judge did not issue RFP's on this proposed purchase, it appears that to do so would be a waste of time and costly to the County. It was represented to the Commission that ES&S was the only vendor that had the required certification by the State of Alabama.

Therefore, I opine that the Probate Judge may enter into negotiation with ES&S for the purchase of the above-described voting machines. This opinion is subject to the verification from the State of Alabama that ES&S is the only vendor certified regarding the purchase described herein.

I am also of the opinion that the services provided for in this agreement 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 agreement should not be executed 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

June 9, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Voting Machines

The Montgomery County Commission, at its meeting on June 5, 2017, approved Probate Judge Steven L. Reed's request to purchase voting equipment from ES&S for Montgomery County in the amount of \$256,873, subject to review by the County Attorney.

Attached is a memo from Judge Reed dated May 30, 2017, regarding Purchase of Voting Machines for Montgomery County. During the Commission meeting, Judge Reed provided Attorney General's Opinion Number 2005-197 issued September 23, 2005, regarding Voting Machines – Electronic Voting – Competitive Bid Law – Exemptions – Professional Services (copy attached). The opinion of the Attorney General was issued in response to a request from the Montgomery County Commission concerning the following question: "Whether a 'voting system,' as defined by section 301(b) of the Help America Vote Act ('HAVA'), may be acquired by the governing body of a county by issuing a formal Request for Proposal to qualified entities or organizations pursuant to title 41 of the Code of Alabama?"

On page 7 of the opinion, the Attorney General issued the following conclusion: "The purchase of a voting system and related professional services does not have to be competitively bid if the professional services provided by the vendor are inextricably intertwined with that particular voting system."

The opinion states on page 6, "It should be noted that state law requires state entities to issue requests for proposals to procure professional services that fall under the exception to the Competitive Bid Law. Ala. Code § 41-16-72(4) (Supp. 2004). State law also requires state entities to limit contracts for professional services to that portion of a contract relating to the professional services provided. *Id.* These provisions, however, do not apply to counties. Alabama

Code § 41-16-78(c) (Supp. 2004). Nothing in state law, though, prohibits a county from issuing requests for proposals. **Moreover, this Office recommends that Montgomery County continue its plan of issuing requests for proposals."**

During the County Commission meeting, Judge Reed, or his staff, asserted that the proposed supplier of the equipment, ES&S, was the only company recognized by the Alabama Secretary of State as authorized to sell voting equipment in Alabama. On Monday, June 5, 2017, I requested from Chief Probate Clerk William Flowers that he provide a letter from the Alabama Secretary of State confirming this position. As soon as I receive this documentation from the Alabama Secretary of State, I will forward it to you.

Please review the Attorney General's opinion and issue an opinion as County Attorney by Wednesday, June 14, 2017, as to whether the County Commission can purchase the voting machines from ES&S without the Commission's issuance of a Request to Bid or a formal Request for Proposal.

As always, thank you for your assistance.

/tn

Attachments



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

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.		



2005-197

STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

TROY KING
ATTORNEY GENERAL

September 23, 2005

ALABAMA STATE HOUSE
11 SOUTH UNION STREET
MONTGOMERY, AL 36130
(334) 242-7300
WWW.AGO.STATE.AL.US

Honorable Thomas T. Gallion, III
Attorney, Montgomery County Commission
305 South Lawrence Street
Montgomery, Alabama 36104

Voting Machines - Electronic Voting -
Competitive Bid Law - Exemptions -
Professional Services

The purchase of a voting system and related professional services does not have to be competitively bid if the professional services provided by the vendor are inextricably intertwined with that particular voting system.

Dear Mr. Gallion:

This opinion of the Attorney General is issued in response to your request on behalf of the Montgomery County Commission.

QUESTION

Whether a "voting system," as defined by section 301(b) of the Help America Vote Act ("HAVA"), may be acquired by the governing body of a county by issuing a formal Request for Proposal to qualified entities or organizations pursuant to title 41 of the Code of Alabama?

FACTS AND ANALYSIS

In your opinion request, you provide the following facts:

Montgomery County is currently seeking to implement a customized voting system for use in this jurisdiction in an effort to comply with the state and

federal requirements set forth in the Help America Vote Act. Acting pursuant to A.G. Opinion 2005-067 earlier this year, Montgomery County seeks to acquire a voting system that is certified by the Alabama Electronic Voting Committee and is fully compliant with HAVA. The mandates of HAVA require that Montgomery County and other jurisdictions in this state replace non-compliant voting systems and plan for the implementation of a new voting system prior to January 1, 2006. . . .

Montgomery County is poised to implement the procurement and acquisition state of this process and seeks to acquire a comprehensive and fully integrated system that contemplates customized components including, but not limited to election management, absentee balloting, ballot creation, report development, advanced tabulation and reporting features, communication features for the central location and at the precinct level, and system integrated equipment in each precinct, which provides a person with a disability the opportunity to vote ordinarily, with privacy, and without assistance.

. . . .

It is our belief that this comprehensive definition contemplates and requires a full realm of ongoing professional service to design, customize, develop, program, control, support, maintain, administer, and upgrade the various components of the system. Additionally, the professional services of training election officials and related parties within this jurisdiction will be a vital component of the implementation, administration, and maintenance of the new voting system.

You also ask whether the procurement of a new voting system and related services is subject to the provisions of the Competitive Bid Law.

In 1994, this Office stated that the lease or purchase of voting machines is not exempt from the Competitive Bid Law. Opinion to Hobson Manasco, Jr., Attorney, Winston County Commission, dated May 6, 1994, A.G. No. 94-00187. The *Manasco* opinion, however, did not discuss the exception for professional

services. Instead, it only analyzed the exception for the "purchase of ballots and supplies." *Id.* at 2.

HAVA defines "voting system" as follows:

(1) the total combination of mechanical, electro-mechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

42 U.S.C.A. § 15481(b) (West 2004).

Sections 41-16-50 through 41-16-63 of the Code of Alabama are the relevant sections of the Competitive Bid Law relating to Montgomery County. Section 41-16-50(a) of the Code of Alabama provides as follows:

With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving seven thousand five hundred dollars (\$7,500) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of seven thousand five hundred dollars (\$7,500) or more, made by or on behalf of . . . the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder

ALA. CODE § 41-16-50(a) (2000).

Section 41-16-51(a)(3) of the Code provides as follows:

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

. . . .

(3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or *other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.*

ALA. CODE § 41-16-51(a)(3) (Supp. 2004) (emphasis added). The term "professional" is defined as "a person who belongs to a learned profession or whose

occupation requires a high level of training and proficiency.” BLACK’S LAW DICTIONARY 1226 (7th ed. 1999).

Section 41-16-21(a) of the Code of Alabama, which lists exceptions to the Competitive Bid Law for state entities, contains a similar exception for professional services. ALA. CODE § 41-16-21(a) (Supp. 2004). This Office has determined that the professional services exception found in section 41-16-21(a) applies to a contract involving engineers for a comprehensive energy savings plan and a contract involving doctors for medical care and treatment of inmates. Opinions to Honorable Fred K. Granade, Attorney, Baldwin County Board of Education, dated November 5, 2001, A.G. No. 2002-053, and to Honorable Michael W. Haley, Commissioner, Alabama Department of Correction, dated February 1, 2001, A.G. No. 2001-089. This Office has also stated that a criminal investigator for the Massage Therapy Board is a “professional” for purposes of the Competitive Bid Law. Opinion to Keith Warren, Executive Director, Alabama Board of Massage Therapy, dated March 4, 2002, A.G. No. 2002-164. In reaching the conclusion of the *Warren* opinion, this Office stated that “[s]uccessful criminal investigative work requires a large degree of skill, gained through knowledge, experience, or both, and personality of the investigator clearly plays a decisive part because he or she must be a person who can be trusted to obtain and safeguard highly sensitive information.” *Id.* at 3.

In contrast, contracts between state licensure boards and a consultant for the services of an executive director, administrative staff, equipment, and/or physical facilities are subject to the State Competitive Bid Law. Opinion to Honorable Jimmy Warren, Member, House of Representatives, dated December 3, 2001, A.G. No. 2002-078. Also, the Alabama Supreme Court has held that a contract to develop and operate a landfill and a contract to provide security services for a water and sewer board did not involve professional services and, therefore, must be bid. *Brown's Ferry Waste Disposal Ctr. v. Trent*, 611 So. 2d 226 (Ala. 1992) and *Layman's Sec. Co. v. Water Works and Sewer Bd. Of the City of Prichard*, 547 So. 2d 533 (Ala. 1989).

In 2005, this Office determined that a contract for engineering and professional management services is exempt from the Competitive Bid Law if the non-professional services are incidental to and integrated with the professional services. Opinion to Guy F. Gunter, III, Attorney, City of Opelika, dated September 9, 2005, A.G. No. 2005-192. The *Gunter* opinion relied on *Anderson v. Fayette County Bd. of Educ.*, 738 So. 2d 854 (Ala. 1999). In *Anderson*, the Alabama Supreme Court held that a contract for engineering services and equipment that are inextricably integrated does not have to be competitively bid. *Anderson*, 738 So. 2d at 858. In *Anderson*, the Court stated as follows:

In short, we believe that the Board purchased more than just equipment; rather, the Board purchased what its members claimed in deposition to have purchased: a "comprehensive energy-savings plan" under which they would rely on Trane's expertise and would turn over to Trane the job of making and keeping the Board's facilities' heating and air-conditioning systems efficient.

Id. at 858.

Similarly, the purchase of a voting system involves more than just equipment. The creation, implementation, customization, development, and maintenance of a voting system typically involves and contemplates various services such as electronic ballot creation and generation, election programming, component testing procedures, document development, election and candidate-reporting requirements, systems integration, and the transmission and configuration of related information. Additionally, a voting system typically contemplates and provides customized training, testing, project management, educational components, support issues, and maintenance services. Providing all of these services requires a high degree of skill, knowledge, experience, and technological expertise where the personality of the individual plays a decisive part.

In addition, the voting systems offered by each vendor differ substantially in terms of software, hardware, data transmission, maintenance, programming, etc. As a result, the professional services provided by each vendor are inextricably intertwined with the particular voting system offered by that vendor. Accordingly, it is the opinion of this Office that the purchase of a voting system and related professional services does not have to be competitively bid if the professional services provided by the vendor are inextricably intertwined with that particular voting system.

It should be noted that state law requires state entities to issue requests for proposals to procure professional services that fall under the exception to the Competitive Bid Law. ALA. CODE § 41-16-72(4) (Supp. 2004). State law also requires state entities to limit contracts for professional services to that portion of a contract relating to the professional services provided. *Id.* These provisions, however, do not apply to counties. ALA. CODE § 41-16-78(c) (Supp. 2004). Nothing in state law, though, prohibits a county from issuing requests for proposals. Moreover, this Office recommends that Montgomery County continue its plan of issuing requests for proposals.

Honorable Thomas T. Gallion III
Page 7

To the extent this opinion conflicts with the *Manasco* opinion, that opinion is modified.

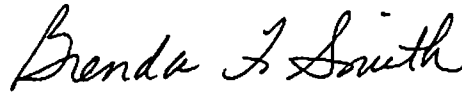
CONCLUSION

The purchase of a voting system and related professional services does not have to be competitively bid if the professional services provided by the vendor are inextricably intertwined with that particular voting system.

I hope this opinion answers your question. If this Office can be of further assistance, please contact Rushing Payne of my staff.

Sincerely,

TROY KING
Attorney General
By:

A handwritten signature in cursive script that reads "Brenda F. Smith".

BRENDA F. SMITH
Chief, Opinions Division

TK/WRP
220830v1/85346

Tammy Nix

From: Brewer, David <David.Brewer@sos.alabama.gov>
Sent: Tuesday, June 13, 2017 12:02 PM
To: Donald Mims
Subject: Certified Electronic Voting Systems - State of Alabama
Attachments: Certified Electronic Voting Systems - 2017-05-30.pdf

Dear Mr. mims:

It was nice speaking to you this morning. The Alabama Electronic Voting Committee (Committee) approved a list of examined and certified electronic voting counting systems for use in the State of Alabama. See the list attached. The list appears to have been certified by the Committee quite a while ago; however, this is the controlling list. Please see Section 17-7-20, et seq., Code of Alabama 1975 for the authority of the Committee.

Let me know what more we can do to help. Thank you,

DAVID A. Z. BREWER
Chief of Staff
Office of the Honorable John H. Merrill
Secretary of State, State of Alabama
600 Dexter Avenue, Suite S-105
Montgomery, Alabama 36103
(334) 242-7207 Office
(334) 324-6195 Cell

Certified Electronic Voting Systems
Alabama Electronic Voting Committee
State of Alabama

Accupoll, Inc.

Contact:

Mr. Tim Nelson
15101 Red Hill Ave. Suite 220
Tustin, CA 92780
Phone: 949-200-4000 x115

Systems:

Accupoll DRE Voting System v. 2.3.14 (1990 FVSS)
Accupoll DRE Voting System v. 2.5 (2002 FVSS)

Avante International Technology, Inc.

Contact:

Ms. Cynthia Chu
70 Washinton Road
Princeton Junction, NJ 08550-1017
Phone: 609-799-8896 x128

Systems:

DRE Vote Trakker [firmware version 4.7.6] (1990 FVSS)
Optical Vote Trakker [version 1.5.0] (2002 FVSS)

Election Systems and Software

Contact:

Mr. Steve Evans
252 Oxmoor Ct.
Birmingham, Alabama 35209
Phone: 334-396-0077

Systems:

AIS 100

AIS 115

AIS 315

ES&S Model 100 Precinct Counter (firmware release 4.5.5; upgrade to AIS 100)

ES&S Model 100 Precinct Counter (firmware v. 5.0.0.0; upgrade) (1990 FVSS)

Certified Electronic Voting Systems
Alabama Electronic Voting Committee
State of Alabama

ES&S Model 150 (upgrade to AIS 115)

ES&S Model 550 (upgrade to AIS 315)

ES&S Model 650 Central Counter

Optech II

Optech IIIP Eagle

Optech IV-C

iVotronic DRE Precinct Voting Machine (firmware release 6.1.2)

ES&S Unity v. 2.5 (includes the following certified hardware) (2002 FVSS)

- ES&S Model 100 Precinct Counter [firmware release 5.1.0.0; upgrade]
- ES&S Model 650 Central Counter [firmware release 2.0.1.0; upgrade]
- iVotronic DRE Precinct Counter [firmware release 9.0.0.0; upgrade]

AutoMARK voter assist terminal v. 1.0 - AIMS Software v. 1.1.10 (2002 FVSS)

AutoMARK (VAT), v 1.1.2258 [hardware] – (9/2007)

ES&S Model 100, v.5.2.1.0 [hardware] – (9/2007)

ES&S Model 650, v.2.1.0.0. [hardware] – (9/2007)

ES&S Unity 3.4.0.0 (includes the following certified hardware) (8/2013)

- ES&S DS200 Precinct Counter [firmware release 5.1.0.0]
- ES&S DS850 Central Counter [firmware release 5.1.0.0]

ES&S Unity 3.4.1.0 Election Management System (3/2014)

ES&S EVS 5.2.2.0 (includes the following certified hardware) (5/30/2017)

- ES&S DS200 Precinct Counter
- ES&S DS450 Central Counter
- ES&S DS850 Central Counter
- ExpressVote
- Automark (A100, A200, A300)

Certified Electronic Voting Systems
Alabama Electronic Voting Committee
State of Alabama

Danaher Controls

Contact:

1675 Delaney Rd.
Gurnee, Illinois 60031-1282
Phone: 847-662-2666

Systems:

Electronic 1242 (formerly Shouptronic 1242)

Sequoia-Pacific

Contact:

Phone: 205-733-0866

Systems:

Opscan 6

Diebold / Global Election Systems

Contact:

Mr. Wes Krivanck
303 Hartsfield Ln.
Valdosta, Georgia 31602
229-247-7831

Systems:

Accuvote ES 2000

GEMS v. 1-18-24(A1) (Includes the following certified hardware) (2002 FVSS)

- Accuvote-OS Optical Scan Precinct Counter [firmware v. 1.96.6]
- Accuvote-TSX (DRE) Precinct Counter [firmware v. 4.6.4]

Certified Electronic Voting Systems
Alabama Electronic Voting Committee
State of Alabama

Hart Intercivic

Contact:

PO Box 80649
Austin, Texas 78708-0649

Systems:

eSlate (firmware version 1.13) (1990 FVSS)

eSlate v. 3.1 [firmware version 2.0.13] - upgrade from 1.13 (1990 FVSS)

Populex

Systems:

Digital Paper Ballot Voting System v. 1.0 (2002 FVSS)

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

June 14, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Dan Harris, Jr.
Commissioner

SUBJECT: Request to Move Commission Meeting in September

Last year, I had a conflict in attending the second scheduled County Commission meeting in September and the Commission agreed to reschedule the meeting to September 12, 2016. In looking at my calendar, I will again have a conflict relative to attending the second meeting in September, which is scheduled for Monday, September 18, 2017.

I am requesting that this meeting be rescheduled to Monday, September 25, 2017. In looking at the October meeting schedule, I noticed that there are five Mondays in that month, resulting in a three-week break between the Commission meetings on October 16th and November 6th.

I would like the County Commission to consider moving the October 2nd meeting to October 9th and the October 16th meeting to October 23rd. If this is implemented, we will have our meetings two weeks apart.

I would like to discuss this request during Monday's Commission meeting.

DH/tn



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

MEMORANDUM

June 14, 2017

TT6

To: Donnie Mims

From: Thomas T. Gallion, III

Re: National Association for the Advancement of Colored People ("NAACP")
5046 Metro Montgomery

I have reviewed your memorandum of June 13, 2017, regarding the desire to appropriate \$1,750 to the local NAACP branch for their Academic, Cultural, Technical, Scientific, Olympics educational program for 9th-12th grade students. I have reviewed the IRS Letter, Articles of Incorporation and Bylaws. The documents reflect that this is a duly qualified 501(c) (3) nonprofit corporation.

It is my opinion that the agreement is acceptable as is and the funds can be appropriated for the above-described purposes. The agreement will be binding on all parties if executed.

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

50051-317

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and National Association for the Advancement of Colored People, 5046 Metro Montgomery, hereinafter referred to as Metro Montgomery, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof being hereby acknowledged, as follows:

The County agrees to pay Metro Montgomery the sum of one thousand, seven hundred fifty dollars (\$1,750.00). The contract services are to be provided from June 19, 2017, through September 30, 2017.

Metro Montgomery will utilize these funds for its ACTSO Program (Academic, Cultural, Technical, Scientific Olympics) to provide funding for this local program and for transportation and lodging to the national meeting. This educational program is for 9th-12th grade students.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of educational programs and that these services are essential to the health, education and welfare of citizens in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the _____ day of June, 2017.

NAACP 5046 Metro Montgomery

Montgomery County Commission

By: _____

By: _____

Its:

Its:

P.O. Box 240593
Montgomery, AL 36124

Administrator
P. O. Box 1667
Montgomery, AL 36102-1667

Miscellaneous Appropriation Approved by the Montgomery County Commission on 6/19/17.
Miscellaneous Appropriation Number C-_____. Attorney Gallion's Opinion dated _____.

19-2

2017 Convention Agenda

ACCA 89th Annual Convention

August 22-24, 2017

Perdido Beach Resort, Orange Beach, Ala.



Monday, August 21

1 p.m.

Golf Tournament (*Lunch at Noon*)

Gulf Shores Golf Club

1 - 7 p.m.

Fishing Expedition

Reel Surprise Charter Docks

Tuesday, August 22

9 a.m. - 5 p.m.

Affiliate Meetings

- 9:30 a.m.
ACEA Membership Meeting
- 1 p.m.
ACAA Membership Meeting
- 3 p.m.
AAND Membership Meeting
- 4 p.m.
AAEM Membership Meeting

11 a.m. - 5 p.m.

Registration Desk Open

11 a.m. - 6:30 p.m.

Exhibit Showcase

11 a.m. - Noon

ACCA Board of Directors Meeting

12 - 1 p.m.

Strolling Lunch in the Exhibit Hall

1 - 5 p.m.

CROAA Education Meeting

- **Legislative Update**

• Business Session

2 - 3 p.m.

ACCA Workers Compensation and
Liability Insurance Funds Meeting

3 - 4 p.m.

Minority Issues Committee Meeting

5 - 6:30 p.m.

Opening Reception in the Exhibit Hall

Wednesday, August 23

7:30 - 8:30 a.m.

Convention Breakfast

7:45 - 8:30 a.m.

Nominating Committee Meeting
Resolutions Committee Meeting

8 - 11:30 a.m.

Registration Desk Open

8:30 a.m. - 12 p.m.

Opening General Session

- **Welcoming Alabama's New Attorney General, Steve Marshall, Attorney General, State of Alabama (invited)**
- **Get in the Game: Economic Development**
- **Get in the Game: Healthcare Needs in Alabama, Alabama Rural Health Association (invited)**
- **Report of the ACCA Nominating Committee, Ray Long, Chair**

12 - 1:15 p.m.

County Agents Kitchen Lunch

1:30 - 4:45 p.m.

Afternoon General Session

- **Prison Reform: Where it is and Where it's Going**
- **AlabamaVetNet, Paula Stokes, U.S. Department of Veterans Affairs (invited)**
- **The Financial Impact of Not Being Prepared for a Disaster**
- **Broadband for Economic Development, Kathy Johnson, State of Alabama Office of Broadband Development (invited)**
- **NACo President Roy Brooks**
- **Report from North Jackson, Sonny Brasfield, ACCA Executive Director**

Thursday, August 24

7:45 - 8:45 a.m.

County Agents Kitchen Breakfast

8:45 a.m. - 12 p.m.

Breakout Sessions

**Commissioners and Administrators
Breakout Session**

- **A Guide to County Administrative Powers, ACCA Staff**

Commissioners and Engineers

Breakout Session

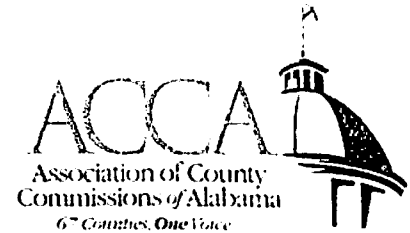
- **ATRIP-2, Sonny Brasfield, ACCA Executive Director**

2017 Convention Agenda

ACCA 89th Annual Convention

August 22-24, 2017

Perdido Beach Resort, Orange Beach, Ala.



Engineers Breakout Session

- Update on Dam Safety
- Logo and Website Update
- Update on Legislative Issues that pass during the Session

Administrators Breakout Session

- Update on Legislative Issues that pass during the Session

AAEM Breakout Session

- Topics TBA

AAND Breakout Session

- Topics TBA

CROAA Breakout Session

- Topics TBA

12 - 1:15 p.m.

Convention Luncheon Honoring
2016-2017 President Bill Strickland

1:30 - 4:45 p.m.

Afternoon General Session

- ACCA Affiliate Reports
- Awards Ceremony
- ACCA Business Session
- District Caucuses

6:30 p.m.

President's Banquet Honoring 2017-
2018 President-Elect Steve McKinnon

8:30 p.m.

President's Inaugural Celebration
Dance

20-2

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>JUNE</u>						
	53000-15B-013	Plant Mix	Engineering	MidSouth Paving, Inc.	June 14, 2017	June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of	June 30, 2017	June 30, 2018
	51901-15B-022 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal Sea Coast		June 30, 2018 June 30, 2018
<u>JULY</u>						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
<u>AUG</u>						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2016 Collections	FY 2017 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	40,638	43,772	3,134	7.71%
NOVEMBER	40,673	40,230	(443)	-1.09%
DECEMBER	35,655	38,862	3,207	8.99%
JANUARY	40,131	37,116	(3,015)	-7.51%
FEBRUARY	39,769	42,597	2,828	7.11%
MARCH	35,100	40,887	5,787	16.49%
APRIL	47,475	43,801	(3,674)	-7.74%
MAY	34,074	36,639	2,565	7.53%
JUNE	34,011	38,156	4,145	12.19%
JULY	44,820			
AUGUST	36,304			
SEPTEMBER	45,981			
TOTAL	474,632	362,060		
YTD Comparison	\$347,526	\$362,060	\$14,534	4.18%

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,425,186	3,531,996	24,404	3,556,400	131,215	3.83%
NOVEMBER	3,472,817	3,442,102	0	3,442,102	(30,715)	-0.88%
DECEMBER	3,390,391	3,594,253	0	3,594,253	203,862	6.01%
JANUARY	4,247,132	4,270,435	86,820	4,357,256	110,124	2.59%
FEBRUARY	3,243,887	3,226,845	0	3,226,845	(17,042)	-0.53%
MARCH	3,492,053	3,304,970	0	3,304,970	(187,082)	-5.36%
APRIL	3,875,222	3,933,695	201,824	4,135,519	260,297	6.72%
MAY	3,643,376	3,604,052	0	3,604,052	(39,324)	-1.08%
JUNE	3,547,818					
JULY	3,621,891					
AUGUST	3,470,126					
SEPTEMBER	3,511,821					
Year to Date	\$28,790,064	\$28,908,349	\$313,048	\$29,221,397	\$431,334	1.50%

Total YTD 2016	\$42,941,719	\$28,790,064
Total YTD 2015	\$42,229,243	\$28,223,721
Total YTD 2014	\$40,372,284	\$26,859,151

23-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)		
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%	With Out SSUT
OCTOBER	3,454,774	3,551,938	24,404	3,576,342	121,568	3.52%	2.81%
NOVEMBER	3,487,542	3,488,406	0	3,488,406	864	0.02%	
DECEMBER	3,428,685	3,656,532	0	3,656,532	227,848	6.65%	
JANUARY	4,271,023	4,291,564	86,820	4,378,384	107,361	2.51%	0.48%
FEBRUARY	3,299,077	3,236,476	0	3,236,476	(62,601)	-1.90%	
MARCH	3,533,310	3,417,574	0	3,417,574	(115,736)	-3.28%	
APRIL	3,912,864	4,117,075	201,824	4,318,898	406,035	10.38%	5.22%
MAY	3,672,532	3,680,847	0	3,680,847	8,314	0.23%	
JUNE	3,578,989						
JULY	3,815,430						
AUGUST	3,577,401						
SEPTEMBER	3,521,328						
Year to Date	\$29,059,807	\$29,440,411	\$313,048	\$29,753,459	\$693,652	2.39%	1.31%

Total YTD 2016	\$43,552,955	\$29,059,807
Total YTD 2015	\$43,026,884	\$28,703,334
Total YTD 2014	\$41,227,831	\$27,324,566

23-2

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017	Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	210,405	213,184	2,779	1.32%
NOVEMBER	228,351	231,791	3,440	1.51%
DECEMBER	202,331	211,662	9,331	4.61%
JANUARY	198,177	188,631	(9,546)	-4.82%
FEBRUARY	195,375	185,122	(10,253)	-5.25%
MARCH	221,142	202,694	(18,448)	-8.34%
APRIL	251,652	252,511	859	0.34%
MAY	252,495	219,103	(33,393)	-13.23%
JUNE	246,727			
JULY	245,469			
AUGUST	239,378			
SEPTEMBER	218,589			
Year to Date	\$1,759,928	\$1,704,697	(\$55,230)	-3.14%

Total YTD 2016	\$2,710,090	\$1,759,928
Total YTD 2015	\$2,577,637	\$1,641,006
Total YTD 2014	\$2,276,971	\$1,370,187

23-3

Lodging Tax

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

EDUCATION SALES TAX

	FY 2016	FY 2017	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,286,368	2,334,564	48,195	2.11%
NOVEMBER	2,316,643	2,290,263	(26,380)	-1.14%
DECEMBER	2,261,187	2,420,203	159,016	7.03%
JANUARY	2,837,073	2,841,070	3,997	0.14%
FEBRUARY	2,181,311	2,139,457	(41,855)	-1.92%
MARCH	2,322,353	2,248,749	(73,605)	-3.17%
APRIL	2,576,678	2,723,361	146,683	5.69%
MAY	2,413,851	2,427,158	13,307	0.55%
JUNE	2,359,528			
JULY	2,527,504			
AUGUST	2,350,722			
SEPTEMBER	2,318,460			
Year to Date	\$19,195,465	\$19,424,824	\$229,359	1.19%

GASOLINE TAX

	FY 2016	FY 2017	Increase (Decrease)	
	Collections	Collections	Amount	%
	132,886	137,536	4,650	3.50%
	137,400	137,661	261	0.19%
	126,037	132,410	6,373	5.06%
	134,503	129,222	(5,281)	-3.93%
	118,284	121,033	2,749	2.32%
	136,621	116,222	(20,399)	-14.93%
	139,244	139,250	6	0.00%
	135,717	131,771	(3,946)	-2.91%
	141,152			
	136,209			
	140,874			
	143,894			
	\$1,060,692	\$1,045,106	-\$15,586	-1.47%

Total YTD 2016	\$28,751,678	\$19,195,465
Total YTD 2015	\$28,371,485	\$18,936,422
Total YTD 2014	\$27,221,676	\$18,054,372

\$1,622,822	\$1,060,692
\$1,613,839	\$1,053,178
\$1,524,828	\$990,584

23-4

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for May 2017

Federal Prisoners Received	375
Federal Prisoner Carryovers from Previous Month	58
Total Federal Inmate Days	1900

State Inmates Received	367
State Inmate Carryovers from Previous Month	515
Total State Inmates in Facility this Month	882
Total Carryovers to Next Month	539
Total State Inmate Days	16,831

Total Inmates (State and Federal Combined)	1315
Total Inmate Days (State and Federal Combined)	18,731

* Average Daily Population	<u>604</u>
----------------------------	------------

Total Days Billed to the State	16,831
Amount Charged to the State	\$ 29,454.25
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 29,803.00

Total Spent for Food this Month	\$54,992.34
Amount Over Allowance	\$54,643.59
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.27

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

May, 2017

Month						Year		
Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	531					531	\$ 929.25	\$ 11.25
2	526					526	\$ 920.50	\$ 11.25
3	534					534	\$ 934.50	\$ 11.25
4	544					544	\$ 952.00	\$ 11.25
5	544					544	\$ 952.00	\$ 11.25
6	540					540	\$ 945.00	\$ 11.25
7	544					544	\$ 952.00	\$ 11.25
8	549					549	\$ 960.75	\$ 11.25
9	554					554	\$ 969.50	\$ 11.25
10	559					559	\$ 978.25	\$ 11.25
11	555					555	\$ 971.25	\$ 11.25
12	548					548	\$ 959.00	\$ 11.25
13	544					544	\$ 952.00	\$ 11.25
14	545					545	\$ 953.75	\$ 11.25
15	550					550	\$ 962.50	\$ 11.25
16	555					555	\$ 971.25	\$ 11.25
17	552					552	\$ 966.00	\$ 11.25
18	557					557	\$ 974.75	\$ 11.25
19	541					541	\$ 946.75	\$ 11.25
20	543					543	\$ 950.25	\$ 11.25
21	541					541	\$ 946.75	\$ 11.25
22	543					543	\$ 950.25	\$ 11.25
23	543					543	\$ 950.25	\$ 11.25
24	544					544	\$ 952.00	\$ 11.25
25	539					539	\$ 943.25	\$ 11.25
26	533					533	\$ 932.75	\$ 11.25
27	532					532	\$ 931.00	\$ 11.25
28	531					531	\$ 929.25	\$ 11.25
29	536					536	\$ 938.00	\$ 11.25
30	532					532	\$ 931.00	\$ 11.25
31	542					542	\$ 948.50	\$ 11.25
Total	16831	0	0	0	0	16831	\$ 29,454.25	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 29,454.25

SSN: Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 29,803.00

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me Marilyn M. Crenshaw

Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

makes oath that the within account for

29803.00

Dollars is correct and

that no part here of has been paid.

Sworn to and subscribe before me this

2nd

day of

June, 20 17

Sheriff Signature

Marilyn M. Crenshaw
Notary Public Signature

24-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #05-2017		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
				06/01/2017			
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE		DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER	
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009							
SHIPPED FROM				TO		WEIGHT	GOVERNMENT B/L NUMBER
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)	
May Jail Bill 05/01/2017 to 05/01/2017	05/31/2017	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1900	48	Day	91,200.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 91,200.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR		EXCHANGE RATE		DIFFERENCES		
	BY 2		= \$1.00				
	TITLE				Amount verified, correct for payment		
					(Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2				(Title)	
ACCOUNTING CLASSIFICATION							
SOC:25801 1561020XD H52 D02 HDH5000D							
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

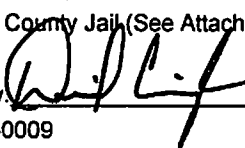
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

24-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO Invoice #5-2017	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED		SCHEDULE NO PAID BY USMS M/AL Montgomery
				06/01/2017		
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT BAL NUMBER		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
May Jail Bill 05/01/2017 to 05/31/2017	05/31/2017	Non-Medical Transport of Federal Inmates	603	0.535	Mile	322.61
		Montgomery County Jail (See Attached List)	0	0.535		0.01
		Submitted by  IGA # 02-11-0009				
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						322.62
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
		= \$	= \$1.00			
		BY 2				
				Amount verified; correct for payment		
		TITLE	(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1561020XD H52 D02 HDT5001D						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE 3		
	\$					
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

24-4

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

May 2017 Monthly Jail Report -- Federal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	7
W/M	14
B/M	31
W/F	2
B/F	2
O/F	2
Total	<u>58</u>

Number of Inmates Received During the Month:

O/M	1
W/M	9
B/M	23
W/F	1
B/F	5
O/F	0
Total	<u>39</u>

Number of Inmates in Jail During the Month:

O/M	8
W/M	23
B/M	54
W/F	3
B/F	7
O/F	2
Total	<u>97</u>

Number of Inmates Released or Removed During the Month:

O/M	2
W/M	8
B/M	14
W/F	1
B/F	4
O/F	0
Total	<u>29</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	6
W/M	15
B/M	40
W/F	2
B/F	3
O/F	2
Total	<u>68</u>

24-5

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

May 2017 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	82	16.33%
B/M	368	68.37%
W/F	23	6.12%
B/F	36	8.16%
O/F	1	0.00%
Total	515	100.00%

Number of Inmates Received During the Month:

O/M	2	0.54%
W/M	63	17.17%
B/M	224	61.04%
W/F	31	8.45%
B/F	46	12.53%
O/F	1	0.27%
Total	367	100.00%

Total Number of Inmates in Jail During the Month:

O/M	7	0.79%
W/M	145	16.44%
B/M	592	67.12%
W/F	54	6.12%
B/F	82	9.30%
O/F	2	0.23%
Total	882	100.00%

Number of Inmates Released or Removed During the Month:

O/M	2	0.58%
W/M	59	17.20%
B/M	204	59.48%
W/F	27	7.87%
B/F	49	14.29%
O/F	2	0.58%
Total	343	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	5	0.93%
W/M	86	15.96%
B/M	388	71.99%
W/F	27	5.01%
B/F	33	6.12%
O/F	0	0.00%
Total	539	100.00%

Community Corrections Census & Fiscal Report

	Oct, 16	Nov, 16	Dec, 16	Jan, 17	Feb, 17	Mar, 17	Apr, 17	May, 17	June, 17	July, 17	Aug, 17	Sept, 17	TOTAL:
PROGRAM TYPE:													
-County Probation Offenders	129	131	131	124	133	138	136	135	0	0	0	0	
Fees Collected	410.00	625.00	462.00	435.00	400.00	320.00	220.00	320.00	-	-	-	-	\$3,192.00
-Pre-Trial Release Participants	40	32	30	29	37	37	33	32	0	0	0	0	
(Jail Bed- Days Saved)	1310	1480	866	888	924	1116	1039	1022	0	0	0	0	
Fees Collected	365.00	685.00	389.00	345.00	390.00	353.00	220.00	245.95	-	-	-	-	\$2,992.95
-Drug Court Offenders	21	20	22	21	18	16	15	13	0	0	0	0	
Fees Collected	2,040.00	2,210.00	2,516.00	2,020.00	2,140.00	1,605.00	1,665.00	2,215.00	-	-	-	-	\$16,411.00
-Jail/Prison Diversion Offenders	160	163	169	173	175	156	166	172	0	0	0	0	
Fees Collected	2,778.00	2,395.00	2,850.00	2,717.00	2,885.00	2,426.00	2,102.00	2,320.00	-	-	-	-	\$20,473.00
Amt. Billed to AL Dept. of Corrections	33,430.00	31,090.00	35,250.00	34,260.00	29,820.00	30,780.00	27,830.00	29,770.00	-	-	-	-	\$252,230.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	217	277	342	226	307	231	158	305	0	0	0	0	
Fees Collected	1,294.00	1,170.00	1,490.00	1,599.00	1,445.00	1,295.00	910.00	1,355.00	-	-	-	-	\$10,558.00
-E.V.E.N. DV Program Enrolled	117	118	99	98	99	101	87	91	0	0	0	0	
Fees Collected	2,250.00	1,510.00	\$1,345.00	1,510.00	1,635.00	1,260.00	1,712.50	1,855.00	-	-	-	-	\$13,077.50
-Other Fees Collected	100.00	180.00	60.00	60.00	215.00	320.00	260.00	160.00	0.00	0.00	0.00	0.00	\$1,355.00
TOTAL FEES: (15-16 FY)	\$ 42,667.00	\$ 39,865.00	\$ 44,362.00	\$ 42,946.00	\$ 38,930.00	\$ 38,359.00	\$ 34,919.50	\$ 38,240.95	\$ -	\$ -	\$ -	\$ -	\$ 320,289.45
Prior Year Fees (Comparison):	\$39,299.75	\$37,218.00	\$37,565.00	\$39,265.00	\$38,618.00	\$39,926.50	\$36,831.00	\$37,622.50	\$35,208.00	\$41,293.00	\$43,681.00	\$41,842.00	
TOTAL POPULATION SERVED:	467	464	451	445	462	448	437	443	0	0	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	418	419	431	436	433	425	420	422	411	436	449	455	
-Community Service Participants	14	13	14	10	10	26	20	25	0	0	0	0	
(Community Service Hours)	140	114	133	167	179	173	196	228	0	0	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 1,015.00	\$ 829.04	\$ 964.25	\$ 1,208.29	\$ 1,299.56	\$ 1,254.25	\$ 1,421.00	\$ 1,651.04	\$ -	\$ -	\$ -	\$ -	\$9,642.43

	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
Budget Allocation (Anticipated Revenue)	\$33,000.00	\$360,000.00	\$89,000.00	\$28,000.00
Total Amount Collected/Billed to Date	\$16,411.00	\$252,230.00	\$37,215.95	\$13,077.50
Balance (of anticipated revenue)	\$16,589.00	\$107,770.00	\$51,784.05	\$14,922.50

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$320,289.45
Prior Year to Date	\$306,345.75
Difference From Prior Year	\$13,943.70 +

Total Projected Fees from All Other Sources*
 Target Amount expected to be collected/billed by date
 Total Collected/Billed to date

\$510,000.00	
\$340,000.00	Target Percent 66.67%
\$320,289.45	% of Goal Collected/Billed to date** 62.80%
**Goal = \$510,000 divided by 12 & X# of Months Completed this FY	

Difference from Anticipated Revenue to Date: + or -

-\$19,710.55

*Other than from County Appropriations

25-1

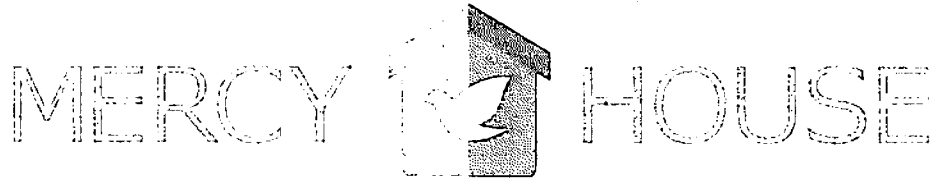
Montgomery County Community Corrections

Revenue Received or Billed
FY 2016-2017 (October 2016 - September 2017)

MONTH/YR	DRUG COURT FEES	ALL DRUG COURT DRUG SCREENING FEES	PROBATION SUPERVISION FEES	JAIL/PRISON DIVERSION FEES	PRE-TRIAL RELEASE FEES	DRUG SCREENING FEES	ELECTRONIC MONITORING FEES	E.V.E.N. PROGRAM FEES	SUBTOTAL (FEES)	OTHER MONIES COLLECTED	AL DEPT. OF CORRECTIONS (Jail/Prison Diversion)	ADOC BILLING STATUS*	MONTHLY TOTALS
Oct-16	\$2,040.00	\$800.00	\$410.00	\$2,778.00	\$365.00	\$494.00	\$0.00	\$2,250.00	\$9,137.00	\$100.00	\$33,430.00	R	\$42,667.00
Nov-16	\$2,210.00	\$930.00	\$625.00	\$2,395.00	\$685.00	\$240.00	\$0.00	\$1,510.00	\$8,595.00	\$180.00	\$31,090.00	R	\$39,865.00
Dec-16	\$2,516.00	\$1,100.00	\$462.00	\$2,850.00	\$389.00	\$390.00	\$0.00	\$1,345.00	\$9,052.00	\$60.00	\$35,250.00	R	\$44,362.00
Jan-17	\$2,020.00	\$850.00	\$435.00	\$2,717.00	\$345.00	\$749.00	\$0.00	\$1,510.00	\$8,626.00	\$60.00	\$34,260.00	R	\$42,946.00
Feb-17	\$2,140.00	\$1,000.00	\$400.00	\$2,885.00	\$390.00	\$445.00	\$0.00	\$1,635.00	\$8,695.00	\$215.00	\$29,820.00	R	\$38,930.00
Mar-17	\$1,605.00	\$730.00	\$320.00	\$2,426.00	\$353.00	\$565.00	\$0.00	\$1,260.00	\$7,259.00	\$320.00	\$30,780.00	R	\$38,359.00
Apr-17	\$1,665.00	\$500.00	\$220.00	\$2,102.00	\$220.00	\$410.00	\$0.00	\$1,712.50	\$6,829.50	\$260.00	\$27,830.00	B	\$34,919.50
May-17	\$2,215.00	\$950.00	\$320.00	\$2,320.00	\$245.95	\$405.00	\$0.00	\$1,855.00	\$8,310.95	\$160.00	\$29,770.00	B	\$38,240.95
Jun-17							\$0.00		\$0.00				\$0.00
Jul-17							\$0.00		\$0.00				\$0.00
Aug-17							\$0.00		\$0.00				\$0.00
Sep-17							\$0.00		\$0.00				\$0.00
													GRAND TOTAL:
TOTALS:	\$16,411.00	\$6,860.00	\$3,192.00	\$20,473.00	\$2,992.95	\$3,698.00	\$0.00	\$13,077.50	\$66,704.45	\$1,355.00	\$252,230.00		\$320,289.45

* "R" Denotes Payment Received and "B" Denotes Payment Billed

25-2



a community ministries project of common ground montgomery

June 5, 2017

Members of the Montgomery County Commission,

I want to thank you for taking the time to hear about the often unnoticed work we do in one of the most forgotten parts of our city. We have been doing mercy ministry in Montgomery for over thirty years and in Washington Park community for about the last fifteen years. Many of you Commissioners know of me and the work we have devoted our life to doing for the least in our City. I am asking for your help as we continue to serve the least and the forgotten within our city.

Thanks to the Common Ground Institute that focuses on holistic transformation of the Washington Park Community, the Washington Park Community has a Mercy House that also serves as a Safe House within the community. The Mercy House is one of the tools we are using to Redirect Lives in our community. Not only are we located in a "Food Desert," but we are also in a Low-Income, Poverty-Stricken, Disenfranchised, and Marginalized Community. We find in our community that most of the people are either unemployed or underemployed, and the food supply in homes usually runs out between pay periods. Often, the children and the elderly are the ones mostly affected by this lack of food epidemic in the home. Hunger usually keeps children from focusing and learning at school, and it can deteriorate the mental and physical health of the elderly. There is no other 6 days a week emergency food help available in our community.

The Mercy House has a Food Pantry and a Clothes Closet serving people within the River Region in need of emergency food help 6 days a week. The Food Pantry has the capacity each week to serve 50 families of 5 emergency food needs for 3 meals a day for a week. The Mercy House will be serving hot meals 6 days per week to the elderly, the homeless, and kids out of school for the summer in our community. Having hot meals available for latchkey kids and now kids that are out of school for the summer in our community each day meets a real need. The house has two full bathrooms with showers available for homeless people to come in and shower Mondays - Fridays from 10am to 7pm and Saturdays from 10am to 2pm. The house also has washing machines and dryers available for them to wash and dry their clothes Mondays - Fridays from 10am to 7pm and Saturdays from 10am to 2pm. From the clothes closet, we will provide clothes for people in need of clothes for job interviews, for work, or for school attendance. We will offer access to computers with wifi and printers for school needs, job searching needs, and for online business needs.

In 2016 the Mercy House served over 1,500 nutritional boxes of food to families with emergency food needs. Each box contained enough food for an average family of 5 members to provide breakfast, snacks, and dinner for a week. In addition, we served 5 families each week through Montgomery Public School Backpack program. We served over 200 families in the city boxes of food for Thanksgiving dinner and over 100 families boxes of food for Christmas dinner. With assistance from you and others in the community, the Mercy House will continue its mission to serve the underserved in the community.

Thank you,

Pastor Ken B. Austin,

Director of Mercy Ministry

Common Ground Montgomery

26-1