

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

AUGUST 6, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Sankey requested a \$2,500 miscellaneous appropriation from his education account to Chisolm Elementary for the Principal's Discretionary Fund.

Commissioner Sankey requested a \$1,000 miscellaneous appropriation from his designated revenue account to the City of Montgomery, to be used by BONDS to support the Western Hills Neighborhood Association.

Commissioner Sankey requested a \$500 miscellaneous appropriation from his designated revenue account to the City of Montgomery, to be used by BONDS to support the Highland Park Neighborhood Association.

Chairman Dean and Commissioner Harris requested a \$5,000 miscellaneous appropriation from each of their designated revenue accounts to the Alabama State University Foundation, Inc., for the Football Program to include football radio broadcasting and the coaches' show.

The Commission agreed to appropriate \$25,000 from the joint designated revenue account to Montgomery Habitat for Humanity for the Education Build program.

The Commission agreed to appropriate \$15,000 from the joint designated revenue account to Girls on the Run Serving the River Region for program services.

Commissioner Harris requested a \$2,000 miscellaneous appropriation from his designated revenue account to Alabama State University for the Volleyball Program.

Chairman Dean distributed a memo from Vice President of Destination MGM & Brand Development Dawn Hathcock with the Montgomery Area Chamber of Commerce regarding the the Equal Justice Initiative's Benefit Dinner to be held in New York City on September 12, 2018. Commissioners Harris, Sankey and Singleton agreed to attend the dinner. The Commission agreed to appropriate \$4,064 from the joint designated revenue account and Chairman Dean requested a \$436 miscellaneous appropriation from his designated revenue account for this event.

Vice Chairman Walker requested a \$3,000 miscellaneous appropriation from her education account to Goodwyn Middle School for the Principal's Discretionary Fund.

The Commission agreed to add these items to the miscellaneous appropriations accounts that were on the agenda.

PRESENTATION BY EXECUTIVE VICE PRESIDENT OF BUSINESS DEVELOPMENT BILL WALLACE, SENIOR VICE PRESIDENT OF ARCHITECTURE FREDDIE LYNN, AND ARCHITECT CHRIS MURPHY AND WITH GOODWYN, MILLS AND CAWOOD, INC.

Senior Vice President Freddie Lynn with Goodwyn, Mills and Cawood, Inc., updated the Commission regarding their review of the shower units at the Montgomery County Detention Facility. Also present were Architect Chris Murphy and Executive Vice President of Business Development Bill Wallace. Mr. Lynn noted that all seventy shower units need to be replaced and based on the scope of work, the estimated budget, including the design fees, would be \$1,206,750. He stated that the construction documents were almost complete and ready to be bid. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY CHIEF OF STAFF ANNA BUCKALEW WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Chief of Staff Anna Buckalew with the Montgomery Area Chamber of Commerce briefed the Commission regarding an Agreement concerning Federal Initiatives Management. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding the USDA Rural Communities Water and Wastewater Improvement Funds. He stated that this was a loan gran program for rural water systems.

Mr. Clark briefed the Commission regarding the FY2018 Land and Water Conservation Fund (LWCF) and Outdoor Recreation Legacy Partnership (ORLP) Program Request for Pre-applications.

Mr. Clark informed the Commission that they will receive a notice from the State of Alabama that the weatherization program will receive additional funding.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding the reallocation of a Court Security Officer Position to an Administrative Support Associate and related Position Fill Request to create a new position for the Fleet Maintenance Shop. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham stated that the Montgomery City-County Personnel Department reviewed the Inmate Grievance/Disciplinary Clerk position and recommended to increase the pay grade from Pay Grade A03 (\$25,630 - \$38,294) to Pay Grade A04 (\$28,765 – \$42,978). After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers briefed the Commission regarding the temporary appointment of Customer Service Clerk Alicia Miles to Assistant Tag and License Supervisor. After discussion, the Commission agreed to place this item on the next agenda.

Commissioner Sankey told Mr. Flowers that he had received a complaint from a citizen about the long lines at the Downtown Probate Office. Mr. Flowers said that he would be glad to speak with the citizen regarding the incident.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci reminded everyone that citizens of Montgomery County can renew their tags online.

Mr. Ialacci requested that Commission approve the Irregular Pay Increase for IT Specialist – Network/ Infrastructure Alfred Jones from Pay Grade A11, Step 4 (\$68,704.48) to Pay Grade A11, Step 6 (\$73,089), which was on the agenda.

Mr. Ialacci distributed a memorandum requesting that renovation of the Information Technology area be a priority when allocating funds for the next fiscal year. (Copy of Memorandum, Agenda Page 22-1, is attached to these Minutes.)

Mr. Ialacci informed the Commission that he had been working with the County Attorneys and Administrator Mims regarding a request from the Attorney General's Office concerning electronic documents from the Montgomery County Board of Registrars requested in a law suit and that he would be submitting this information to them in the next few days. Commissioner Harris requested to see all correspondence regarding the matter.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Alabama Department of Transportation concerning resurfacing Old Selma Road from Lowndes County Line to Montgomery City Limits, Project# STPAA-5118(250); MCP 51-84-17; CPMS Ref. # 100067619 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding the renewal of an Interagency Cooperative Agreement with the Alabama Department of Environmental Management (ADEM) for reimbursement of expenses related to the cleanup of scrap tires along road rights-of-way in Montgomery County, Alabama. The new agreement would be in effect from October 1, 2018 through September 30, 2021. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a proposal from Climate Service, Inc., concerning modifications and additions to the existing HVAC System in the kitchen at the Montgomery County Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented an email from Professor and Chair Derryn E. Moten with Alabama State University requesting adoption of a Resolution concerning the 1960 Alabama State University student expulsion. After discussion, the Commission requested that Mr. Moten meet with them at a future meeting regarding the draft Resolution.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Climate Service, Inc., concerning a one (1) year extension, beginning October 1, 2018 and ending on September 30, 2019 and a 5% pricing increase, for preventive maintenance on HVAC for various county buildings, Contract Number 51901-17B-027. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with ASE Cakes & Catering, LLC, regarding a three (3) year extension, beginning September 8, 2018 and ending on September 7, 2021, for the cafeteria lease, Contract Number 51100-15B-027. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Final Change Order to the contract with Central Contracting, Inc., for construction of the Fleet Maintenance Shop. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a memo from Commissioner Sankey regarding the Waived Rules policy. Commissioner Sankey explained that he would like the County Commission to consider the adoption of policy in which all requests to waive rules excluding grants, agency

appropriations under \$25,000 and authorization letters, be placed in the Briefing Memo prior to County Commission meetings. Requests to waive rules not in compliance with this policy will not be considered by the County Commission. He noted that this was mainly for appropriations that are known to be upcoming. Commissioner Harris stated that if a request is received prior to the noon deadline on Wednesday, it can be included in the Briefing Memo. Otherwise, it only takes the vote of one Commissioner to not waive rules on the item. The Commission agreed.

Administrator Mims presented a letter from STERIS Corporation regarding their compliance with the Project Agreement. Revenue Manager Terri Henderson requested that the Chamber of Commerce ensure that incentive project participants are aware that Montgomery County education only sales and use taxes apply and should be reported for abatement project transactions.

Administrator Mims presented a letter from the Montgomery County Department of Human Resources regarding a Board Member vacancy. The Commission agreed to discuss recommendations at the next meeting.

DISCUSSION BY THE COMMISSION

Commissioner Sankey recommended Theresa Steele Mitchell be appointed to the Montgomery City-County Public Library Board and distributed her resume. After discussion, the Commission agreed to place her appointment on the next agenda.

Commissioner Harris requested a \$1,200 miscellaneous appropriation from his agencies account the Alabama State University for the World War I Memorial. The Commission agreed to add this item to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS, DEPUTY ADMINISTRATOR CAUTHEN AND MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Administrator Mims presented an email from Assistant Director of Elections Christopher Turner regarding the proposed Constitutional Amendment to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System. He reminded the Commission that this Amendment will be placed on November 2018 General Election Ballot.

Manager of Public Affairs Hannah Hawk suggested that the Montgomery County Commission submit a "bit coin" for ACCA's 2018 County Time Capsule. Commissioner Harris stated that he would also like a picture of the Commission to be placed in the time capsule.

Deputy Administrator Cauthen noted that Mrs. Hawk's tweet was featured in the ACCA County Commission magazine for August 2018 along with a picture of Commissioner Harris and the summer student workers.

Deputy Administrator Cauthen informed the Commission that Mrs. Hawk has been asked to serve on the Communications Board for the State Department of Education's intervention of

Montgomery Public Schools. The Commission commended Mrs. Hawk for the excellent job she is doing for the County.

Administrator Mims stated that Pens Up, Guns Down has requested funding in the amount of \$11,000 for Community Services/Civic Duties Week. He noted that they have provided the required documentation for the County Commission to appropriate funds to them.

Deputy Administrator Cauthen reported on the Parks & Recreation Summer Youth Program, which concluded July 27, 2018.

Deputy Administrator Cauthen presented a Contract for electric service with Alabama Power Company concerning the Detention Facility. She noted that usage at the Detention Facility has decreased and estimates that the cost of service will increase. Commissioner Harris recommended that County Attorney Gallion review the existing contract and the proposed contract. After discussion, the Commission agreed for a representative with Alabama Power Company visit with them at a future meeting.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Reverend D'Linell Finley, Pastor of Southlawn Baptist Church.

The Pledge of Allegiance was led by Vice Chairman Ronda Walker.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Ms. Sandra Jackson, Field Representative for U. S. Senator Doug Jones, greeted everyone and said she came to introduce herself and offer assistance from Senator Jones' office if ever needed. Ms. Jackson identified the districts that her office represents and thanked the Commission for allowing her to speak.

William Levi Gailliard, Director of Think Big Activities, said good morning and invited the Commissioners to his 70th Birthday Bash on August 29th. He asked Rev. D'Linell Finley to share information about a community activity organized by Southlawn Baptist Church and the Think Big Program. Rev. Finley said Southlawn Baptist Church worked with Southlawn Middle

School to organize Prayer Walks. He said they were happy to have Mr. Gailliard join with them on Sunday to meet, greet and talk with parents and faculty at the school. Rev. Finley said he supports the efforts of the Think Big Program and also encouraged churches to get involved in the schools in their community because they can make a difference.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of July 23, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Donald Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

SHERIFF'S OFFICE – APPROVED PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF AUBURN FOR LAW ENFORCEMENT SERVICES AT MAJOR SPORTING EVENTS AND/OR SPECIAL EVENTS

Commissioner Sankey made a motion to approve the Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Contract and Contact Information, Agenda Pages 1-1 through 1-4, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following three items, and the Commission concurred. Commissioner Singleton made a motion to approve the three agenda items. The motion was seconded by Commissioner Harris and unanimously approved by the Commission

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) SOFTWARE MAINTENANCE AGREEMENT FOR THE GIS & CADASTRAL MAPPING

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for the GIS & Cadastral Mapping. The motion was seconded by Commissioner

Harris and unanimously approved by the Commission. (Copies of Memorandum and Renewal Quotation, Agenda Pages 2-1 through 2-6, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF PICTOMETRY CONNECT CUSTOM ACCESS LICENSE AGREEMENT WITH EAGLE VIEW TECHNOLOGIES, INC., AND PICTOMETRY INTERNATIONAL CORP., FOR THE GIS & CADASTRAL MAPPING

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Renewal of Pictometry Connect Custom Access License Agreement with Eagle View Technologies, Inc., and Pictometry International Corp., for the GIS & Cadastral Mapping. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-10, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AMENDMENT TO THE AGREEMENT DATED FEBRUARY 6, 2015 WITH PICTOMETRY INTERNATIONAL CORP. REGARDING AERIAL PHOTOGRAPHY

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve Amendment to the Agreement dated February 6, 2015 with Pictometry International Corp. regarding Aerial Photography, Appraisal. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Map, Agenda Pages 4-1 through 4-6, are attached to these Minutes.)

End of Omnibus Vote

COUNTY COMMISSION – APPROVED PAYMENT OF 2018-2019 PROFESSIONAL DUES FOR COUNTY ADMINISTRATOR DONALD L. MIMS

Commissioner Harris made a motion to approve Payment of 2018-2019 Professional Dues for County Administrator Donald L. Mims. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Email and Renewal Statement, Agenda Pages 5-1 through 5-3, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following four items, and the Commission concurred. Commissioner Singleton made a motion to approve the four agenda items. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED QUIT CLAIM DEED TO THE SOUTH MONTGOMERY COUNTY FIRE PROTECTION AUTHORITY AND RESCUE SQUAD FOR PARCEL NUMBER 1 OF PROPERTY LOCATED IN PINE LEVEL

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Quit Claim Deed to the South Montgomery County Fire Protection Authority and Rescue Squad for Parcel Number 1 of Property Located in Pine Level. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Quit Claim Deed, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED QUIT CLAIM DEED TO THE PINE LEVEL WATER AUTHORITY AND SOUTH MONTGOMERY COUNTY FIRE PROTECTION AUTHORITY AND RESCUE SQUAD FOR PARCEL NUMBER 2 OF PROPERTY LOCATED IN PINE LEVEL

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Quit Claim Deed to the Pine Level Water Authority and South Montgomery County Fire Protection Authority and Rescue Squad for Parcel Number 2 of Property Located in Pine Level. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Quit Claim Deed, Agenda Pages 7-1 through 7-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED QUIT CLAIM DEED TO THE PINE LEVEL WATER AUTHORITY FOR PARCEL NUMBER 3 OF PROPERTY LOCATED IN PINE LEVEL

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Quit Claim Deed to the Pine Level Water Authority for Parcel Number 3 of Property Located in Pine Level. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Quit Claim Deed, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED QUIT CLAIM DEED TO THE SOUTH MONTGOMERY COUNTY FIRE PROTECTION AUTHORITY AND RESCUE SQUAD FOR PARCEL NUMBER 4 OF PROPERTY LOCATED IN PINE LEVEL

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Quit Claim Deed to the South Montgomery County Fire Protection Authority and Rescue Squad for Parcel Number 4 of Property Located in Pine Level. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Quit Claim Deed, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

End of Omnibus Vote

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following three items, and the Commission concurred. Commissioner Harris made a motion to approve the three agenda items. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the August 6, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the August 6, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from Designated Revenue included in the August 6, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

End of Omnibus Vote

DISTRICT ATTORNEY’S OFFICE (CHILD SUPPORT) – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Singleton made a motion to approve Budget Change Request Number 2, District Attorney’s Office (Child Support). The motion was seconded by Vice Chairman Walker and

unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Support Services. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED TO ALLOCATE AN APPRAISER I POSITION AND RELATED POSITION FILL REQUEST AND TO REMOVE THE ALLOCATION OF AN APPRAISAL TECHNICIAN

Commissioner Harris made a motion to approve to allocate an Appraiser I Position and Related Position Fill Request and to remove the Allocation of an Appraisal Technician. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-1, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED IRREGULAR PAY INCREASE FOR IT SPECIALIST – NETWORK/INFRASTRUCTURE ALFRED JONES FROM PAY GRADE A11, STEP 4 (\$68,704.48) TO PAY GRADE A11, STEP 6 (\$73,089)

Vice Chairman Walker made a motion to approve the Irregular Pay Increase for IT Specialist – Network/ Infrastructure Alfred Jones from Pay Grade A11, Step 4 (\$68,704.48) to Pay Grade A11, Step 6 (\$73,089). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Email, Agenda Page 16-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Road Equipment Operator I, Position Number 620551019
2. County Road Equipment Operator III, Position Number 630553006

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. Public Administration Intern, Position Number 700186001
2. RSA Retiree, Position Number 700077028

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Trainee, Position Number 550430117
2. Deputy Sheriff Corporal, Position Number 550429143

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 19-1 and 19-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------|---------------------------|
| 1. Detention Facility | Request Number 14 |
| 2. Youth Facility | Request Numbers 12 and 13 |
| 3. Appraisal Department | Request Numbers 13 and 14 |
| 4. Personnel Department | Request Numbers 21 and 22 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 20-1 through 20 -7, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following item to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED PROPOSAL FROM CLIMATE SERVICE, INC., AND A CONTRACT REGARDING MODIFICATIONS AND ADDITIONS TO THE EXISTING HVAC SYSTEM IN THE KITCHEN AT THE MONTGOMERY COUNTY YOUTH FACILITY

Commissioner Singleton made a motion to approve the Proposal from Climate Service, Inc., and a Contract regarding Modifications and Additions to the Existing HVAC System in the Kitchen at the Montgomery County Youth Facility. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Proposal, Agenda Pages 21-1 through 21-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton said good morning and commended the Circuit Clerk’s office for the excellent customer service he experienced getting a passport for his daughter. Commissioner Singleton said he then went to the County Probate Office and experienced great customer service. He also said he received a text from a citizen thanking the Sheriff’s Office for the great work that they do throughout Montgomery County.

Commissioner Sankey welcomed Ms. Sandra Jackson, Field Representative for U. S. Senator Doug Jones, and said he looked forward to working with her. He recognized Reverend Ed Nettles, Pastor of Freewill Baptist Church. Commissioner Sankey said he visited E. D. Nixon Elementary School and welcomed the students back to school.

Vice Chairman Walker said that her visit to the White House was an exciting and great trip that offered valuable information with great networking connections. Vice Chairman Walker said she and other Commissioners from Alabama were grouped with Commissioners from Louisiana. She said they heard from a variety of speakers, including Attorney General Jeff Sessions and President Trump Senior Advisor Kellyanne Conway. Vice Chairman Walker said there was a question and answer session and emphasized that the trip was a valuable experience.

Chairman Dean said the Montgomery County Commission is being recognized in ways it has never been recognized before and is showing that the Commission cares about the people they represent. He also welcomed Reverend Ed Nettles.

Commissioner Harris said good morning and welcome to everyone. He reminded everyone of National Night Out on Tuesday, August 7, 2018 and said he would be participating. Commissioner Harris thanked everyone for attending the meeting.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on August 6, 2018, at 10:07 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

8-6-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-20-18

Check Number	To	Check Number
279907		279960
Total Checks Paid		\$77,976.77

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

EFT's included in amount

AGENDA

AUG - 6 2018

8-6-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-20-18

Check Number	To	Check Number
279961		280014
Total Checks Paid		\$549,397.92

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

EFT's included in amount

8-6-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-27-18

Check Number	To	Check Number
280015		280488
280489		280533
Total Checks Paid		\$343,595.89

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

Poll Workers - Checks 280015 through 280488 = \$50,880.00

EFT's included in amount

AGENDA

AUG - 6 2018

8-6-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-27-18

Check Number	To	Check Number
280534		280649
Total Checks Paid		\$838,217.92

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

EFT's included in amount

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
7/20/18

Payroll Check Number	130441	To	Payroll Check Number	130511	\$	48,710.43
Direct Deposits					\$	924,977.92
Payroll Check Number	130512	To	Payroll Check Number	130531	\$	253,587.41
Direct Deposits					\$	399,801.03
Federal Deposits					\$	325,647.88
Total Payroll Paid					\$	1,952,724.67

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG - 6 2018

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

July 6, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Auburn Police
Assistance with Football Games

I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

cc: Ms. Florence Cauthen
Deputy County Administrator

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2018, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. The Contractor (MCC), acting in support of City of Auburn (Auburn) Public Safety/Police Division shall provide law enforcement services from the Montgomery County Sheriff's Office.
4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.
5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
6. The Assisting Agency shall provide the above services during the time period from August 1, 2018 to July 31, 2019.
7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium - \$30.00 per hour; Traffic - \$35.00 per hour; Supervisor - \$38.00 per hour. The Assisting Agency's liability for services provided under this Agreement shall be limited to the intentional and/or negligent acts or omissions of its employees.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency **will not** be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other

classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2018.

ASSISTING AGENCY

_____ Signature	_____ Elton N. Dean, Sr., Chairman Name
_____ Montgomery County Commission Agency Name	_____ 101 S. Lawrence Street Address
_____ 63-6001653 Tax I.D. Number	_____ Montgomery, AL 36104 City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2018.

ATTEST:

Mayor

City Manager

AGENCY CONTACT INFORMATION

This is the current contact information I have for your agency. Please make any needed changes and return with your packet. We ask you please include the number of officers you will guarantee to work each home game (refer to enclosed football schedule). We know that some games you may have more officers available and we will always try to work them in the schedule.

Agency: Montgomery County Sheriff's Office

Contact Name: Sergeant Rick Thompson

Contact Phone Number: # 334.850.8688

Contact Email Address: rickythompson@mc-ala.org

Number of Officers:

Feel free to contact me if you have any questions.

Thank you,
Sally Mixon

AGENDA

AUG - 6 2018

July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

Attached hereto, please find the Environmental Systems Research Institute, Inc. (ESRI) software maintenance renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$23,900.00

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

RTG

Attachment



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2018
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Manny Ballesteros
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2240
Email: mballesteros@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25852284
Document Date: 07/02/2018

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

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

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

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

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

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Date: 07/02/2018

Quotation Number: 25852284

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

Send Purchase Orders To:

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

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 159286

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	400.00	5,600.00
4010	1	161326	10,000.00	10,000.00

Quotation is valid for 90 days from document date.

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

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

Issued By: Manny Ballesteros

Ext: 2240

[CSBATCHDOM]

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/02/2018

Quotation Number: 25852284

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Enterprise Advanced Up to Four Cores Maintenance
Start Date: 10/01/2018
End Date: 09/30/2019

Item Subtotal	23,900.00
Estimated Tax	0.00
Total	USD 23,900.00

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

[CSBATCHDOM]



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/02/2018

Quotation Number: 25852284

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

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

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

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

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

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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

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

Please check one of the following:

_____ I agree to pay any applicable sales tax.

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

Signature of Authorized Representative

Date

[CSBATCHDOM]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 4

Date: 07/02/2018 **Quotation No:** 25852284 **Customer No:** 159286

Item	Qty	Material#	Unit Price	Extended Price
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Name (Please Print)

Title

[CSBATCHDOM]

AGENDA

AUG - 6 2018

July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Eagle View Technologies, Inc. and Pictometry International Corp.

Attached hereto, please find the Pictometry Connect Custom Access license renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$2,200.00

I request that approval of the Pictometry Connect Custom Access software license renewal agreement be placed on the next agenda.

RTG

Attachment

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY COMMISSION ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C8003108

BILL TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP
A116960	nroberso

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$2,200.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$2,200.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Online Services	\$2,200.00
Total Payments	\$2,200.00

PRODUCT PARAMETERS**CONNECT**

Product:	Pictometry Connect - CA - 50
Admin User Name:	Todd Grant
Admin User Email:	toddgrant@mc-ala.org
Geofence:	AL Montgomery AL Montgomery Metro

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

35

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

3-6

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alabama in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Payment Terms: The following shall be deleted from the provision entitled Section A "Fees; Payments Terms"
To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).
4. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama the Montgomery County Commission and Pictometry International Corp.

[END OF NON-STANDARD TERMS AND CONDITIONS]

AGENDA

AUG - 6 2018

July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Pictometry International Corp.

Attached hereto, please find the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015) in the amount of \$479,086.00

I request that approval of the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015) be placed on the next agenda.

RTG

Attachment

**AMENDMENT TO AGREEMENT DATED FEBRUARY 6, 2015 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY COMMISSION ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated February 6, 2015 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms
Map

2. MODIFICATIONS TO AGREEMENT WITH RESPECT TO THE SECOND PROJECT:
- a. The products, pricing, and product parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the products, pricing and product parameters set forth in Section A to this Amendment;
 - b. The payment schedule set forth in Section A to the Agreement is deleted in its entirety and replaced with the payment schedule set forth in Section A to this Amendment; and
 - c. The Map set forth in this Amendment shall replace the Sector Map set forth in the Agreement.
3. All other terms and conditions set forth in the Agreement not expressly modified herein shall remain in full force and effect.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607 Fax: (334)241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C148013

BILL TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116960	nroberso	Triennial

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
456	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use; Order Form	\$645.00	\$612.75 (5% - Long Term Incentive Discount)	\$279,414.00
448	AccuPLUS 6in - CUSTOMER DTM - Per Sector	Product includes: 6-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 6-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Ortho-mosaic accuracy: 1.30 ft. RMSE (X or Y); 3.20 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 2 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$370.00	\$351.50 (5% - Long Term Incentive Discount)	\$157,472.00
102,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$35,700.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM	\$2,500.00		\$2,500.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	IMAGE Library Compression - Imagery Per 50,000	Compression price is per 50k image increment. Licensee must provide Pictometry with compression ratio within 30 days of related imagery delivery. If ratio not provided, Pictometry will utilize a default value. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2,500.00	\$1,875.00 (25%)	\$1,875.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$1,500.00	\$1,125.00 (25%)	\$1,125.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$479,086.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

SECOND PROJECT

Due at Initial Shipment of Imagery	\$159,695.32
Due at First Anniversary of Shipment of Imagery	\$159,695.34
Due at Second Anniversary of Shipment of Imagery	\$159,695.34
Total Payments	\$479,086.00

**PRODUCT PARAMETERS
SECOND PROJECT
ACCUPLUS IMAGERY**

Product: AccuPLUS 3in - CUSTOMER DTM - Per Sector
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: AccuPLUS 6in - CUSTOMER DTM - Per Sector
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source – Base: Pictometry Imagery
Data Source Year – Base: 2012
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2015
Deck Identification: Marked with a Point

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

The following are modifications to the standard product specifications for products listed above:

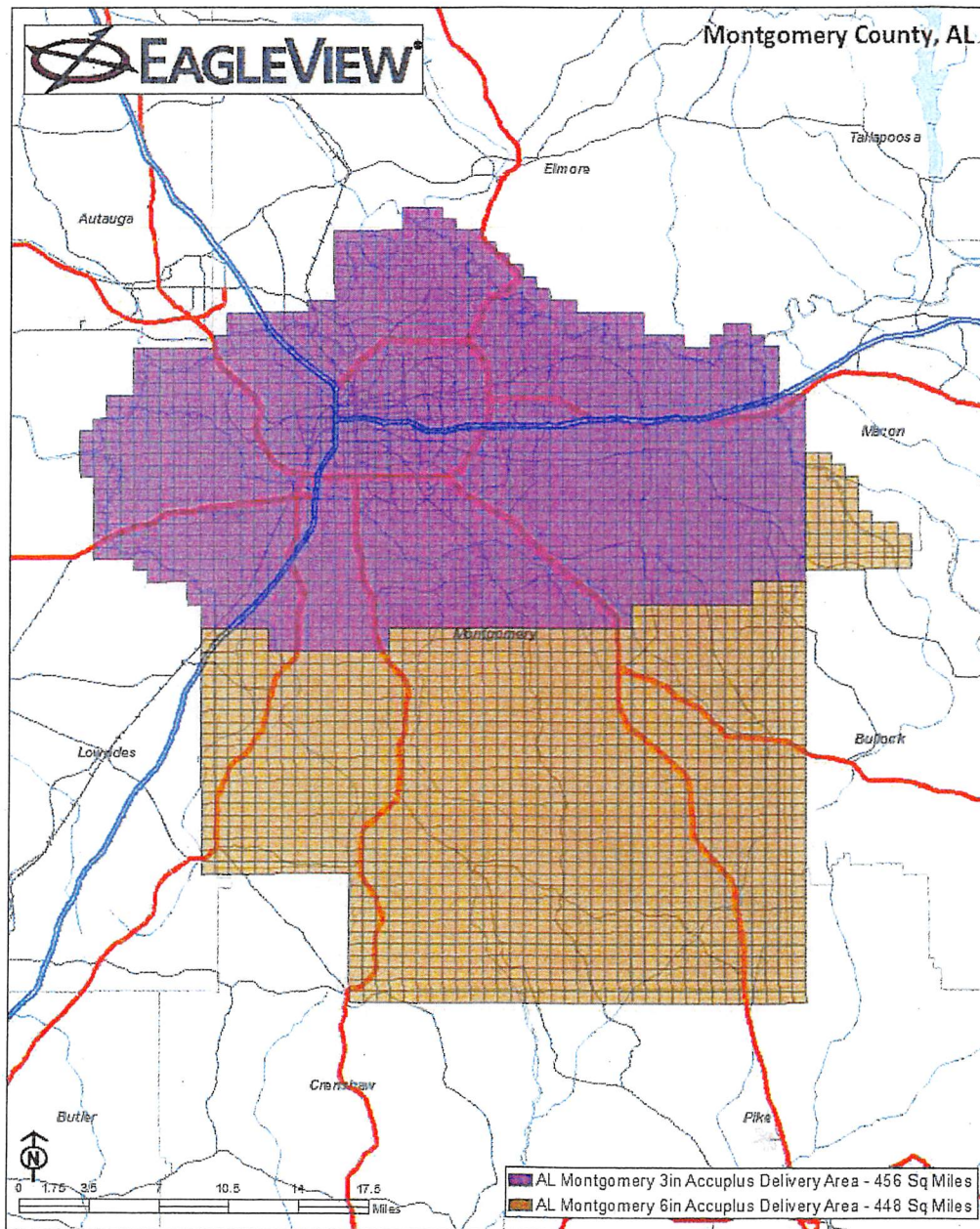
Modified Technical Specifications: The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.

- False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
- False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
- The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

CONNECT

Product: Pictometry Connect View - CA
Admin User Name: Todd Grant
Admin User Email: toddgrant@mc-ala.org
Geofence: AL Montgomery

MAP(S)





MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON

July 19, 2018

AGENDA

AUG - 6 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Professional Dues

For many years, Elected Officials and Supervisors have authorized the payment of professional dues for employees who were attorneys or Certified Public Accountants.

As a CPA, I attend Continuing Professional Education courses regarding changes in governmental accounting standards. Membership in the Alabama Society of CPAs and the American Institute of Certified Public Accountants allows the county to receive discounts on CPE courses up to \$80 per course.

These courses have helped me stay current on governmental accounting standards that the Examiners of Public Accounts utilize in their audit of the County Commission.

I am requesting for the County Commission to authorize payment for the 2018-2019 professional dues to the Alabama Society of CPAs (\$190.00) and the America Institute of Certified Public Accountants (\$275.00).

Should you have any questions, please contact me.

/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Tammy Nix

From: SJackson@ascpa.org
Sent: Tuesday, July 17, 2018 2:10 PM
To: Donald Mims
Subject: ASCPA Dues Invoice

ALABAMA SOCIETY OF CPAS
2018-2019 DUES NOTICE
DUE MAY 1, 2018

Reminder – we have not received your payment. A \$25 late fee will be added if paid after July 31.

Donald L. Mims, CPA (M2584)
426 Seminole Dr
Montgomery, AL 36117-4047

Our Mission
Protect, Educate & Connect

If paying online, please note:

The ASCPA launched a new web site in June that will require you to create a new password before using the site

- Your new **username** will be your **email**.
- Create your password: [click here](#) - enter your email - check your inbox for a message to reset your password.

Please allow a few minutes to receive the password reset email.

Alabama Society membership renewal for 2018-2019	\$165.00
Chapter membership dues for Montgomery	\$25.00
Educational Foundation 501(c)3 Contribution	\$25.00
Alabama CPA PAC Contribution	\$25.00
TOTAL.	\$ <u>190.00</u>

Renewals due May 1. Delinquent after July 31. \$25 Late fee added August 1.

AICPA Member ☒ YES ☐ NO

AICPA Member Number: 0000050792

Current License status with Alabama State Board of Public Accountancy: Active ☒ Inactive ☐

You can renew online at www.ascpa.org/my-ascpa/pay-dues

or

2. Payment Information

Credit Card Type: VISA MASTERCARD AMEX DISCOVER

Account Number: _____

Expiration Date: _____

Signature: _____

Total Payment: _____

For payments not made online: mail/fax this document to:
ASCPA, PO BOX 242987, Montgomery, AL 36124-2987
Phone 334.834.7650 Fax 334.834.7603

Renewal statement

Aug. 1, 2018–July 31, 2019

Member number

000050792

Payment due date

July 31, 2018

Donald Mims
426 Seminole Dr
Montgomery AL 36117-4047

129801

Billing date

June 25, 2018 First Notice



Remittance form

000050792

Donald Mims

Montgomery County Commission

IMPORTANT: In making my payment, I affirm that my information is correct as shown or amended, that I have complied with the AICPA Code of Conduct and with CPE Requirements for the year ending Dec. 31, 2017. I have seen and agree with the AICPA Privacy Policy.

METHOD OF PAYMENT: All payments must be made in U.S. dollars drawn on a U.S. financial institution. Make your check payable to AICPA. For other methods, please see reverse.

Description	Billed	Paid
AICPA Membership - 12 Month Renewal	IN	275.00
Voluntary Contributions:		
Benevolent Fund Contribution	85	15.00
AICPA Foundation	87	50.00
AICPA PAC Contribution	82	25.00
CPEXpress	add \$249 BY	
		\$ 275 ⁰⁰
Late fee of \$30 assessed on payments after Sept. 13, 2018	Total →	365.00

© 2018 AICPA. 24127-326

000050792 1 036500 027500 108 8

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

August 2, 2018

AGENDA

AUG - 6 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quit Claim Deeds regarding Property Located in Pine Level

Over the last few months, I have been working with County Attorney Gallion concerning property deeded to the Montgomery County Commission in the Pine Level area by the Montgomery County Board of Education involving four parcels of land. The parcels were deeded a second time in error by the Board of Education to the Pine Level Water Authority and the South Montgomery County Fire Protection Authority and Rescue Squad.

In an effort to straighten out the deed, County Attorney Gallion recommended that the Commission Quit Claim the deed concerning the four parcels to the entities that have been utilizing the property. This topic was discussed at our last County Commission meeting and you agreed to place these four Quit Claim Deeds on the August 6, 2018 agenda.

Based on Attorney Gallion's opinion, I am requesting that the Commission approve these four Quit Claim Deeds.

Should you have any questions, please contact me.

DLM/tn

Attachments

Tax Notice to:
South Montgomery County Fire
Protection Authority and Rescue Squad
P.O. Box 116
Ramer, AL 36069

STATE OF ALABAMA
COUNTY OF MONTGOMERY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: that, in consideration of One Hundred Dollars (\$100.00) and other good and valuable considerations to the undersigned, GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is acknowledged **Montgomery County Commission** (herein referred to as Grantor), does hereby grant, bargain, sell and convey unto **South Montgomery County Fire Protection Authority and Rescue Squad**, a public corporation, (herein referred to as Grantee), its heirs and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

PARCEL NO. 1

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF KOHN DRIVE ROAD AND MOORE ROAD; THENCE S 60°49'08" E, 81.81 FEET TO THE POINT OF BEGINNING; THENCE S 89°59'18" E, ALONG THE SOUTH SIDE OF KOHN DRIVE, 101.42 FEET; THENCE S 04°39'08" E, 86.99 FEET; THENCE S 81°55'10" W, 101.12 FEET; THENCE N 04°43'51" W, 101.28 FEET TO THE POINT OF BEGINNING. LYING IN THE NW ¼ OF SECTION 33, T13N, R20E MONTGOMERY COUNTY, ALABAMA AND CONTAINING 0.21 ACRES, MORE OR LESS.

And Grantor does covenant with the said Grantee, its heirs and assigns, that it is lawfully seized in fee simple of the aforementioned premises except as herein above provided; that it is free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same to the said Grantee, its heirs and assigns, and that Grantor will WARRANT AND DEFEND the premises to the said Grantee, its heirs and assigns forever, against the lawful claims and demands of all persons, except as herein above provided.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, 2018.

Donald L. Mims, Administrator
Montgomery County Commission

STATE OF ALABAMA
MONTGOMERY COUNTY

I, _____, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____ as _____ for Montgomery County Commission, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 2018.

Seal

Notary Public

My commission expires _____

This document prepared by:
Thomas T. Gallion, III
Haskell, Slaughter & Gallion, LLC
242 Winton Blount Loop
Montgomery, AL 36117
(334) 265-8573
ttg@hsg-law.com

ELTON N. DEAN, SR.
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RONDA M. WALKER
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AGENDA

AUG - 6 2018

August 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quit Claim Deeds regarding Property Located in Pine Level

Over the last few months, I have been working with County Attorney Gallion concerning property deeded to the Montgomery County Commission in the Pine Level area by the Montgomery County Board of Education involving four parcels of land. The parcels were deeded a second time in error by the Board of Education to the Pine Level Water Authority and the South Montgomery County Fire Protection Authority and Rescue Squad.

In an effort to straighten out the deed, County Attorney Gallion recommended that the Commission Quit Claim the deed concerning the four parcels to the entities that have been utilizing the property. This topic was discussed at our last County Commission meeting and you agreed to place these four Quit Claim Deeds on the August 6, 2018 agenda.

Based on Attorney Gallion's opinion, I am requesting that the Commission approve these four Quit Claim Deeds.

Should you have any questions, please contact me.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Tax Notice to:
Pine Level Water Authority
P.O. Box 10
Pine Level, AL 36065

South Montgomery County Fire
Protection Authority and Rescue Squad
P.O. Box 116
Ramer, AL 36069

STATE OF ALABAMA
COUNTY OF MONTGOMERY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: that, in consideration of One Hundred Dollars (\$100.00) and other good and valuable considerations to the undersigned, GRANTOR in hand paid by the GRANTEES herein, the receipt whereof, are acknowledged **Montgomery County Commission** (herein referred to as Grantor), does hereby grant, bargain, sell and convey unto **Pine Level Water Authority, A public corporation, and South Montgomery County Fire Protection Authority and Rescue Squad, a public corporation,** (herein referred to as Grantees), their heirs and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

PARCEL NO. 2

COMMENCING AT THE CALCULATED NORTHEAST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼, SECTION 33, T13N, R20E, MONTGOMERY COUNTY, ALABAMA; THENCE ALONG THE CALCULATED NORTH LINE OF SAID SOUTH ½, N 89°10'47" W, 1,065.74 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SOUTH ½, SOUTH 98.80 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF KOHN ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE DEPARTING SAID RIGHT OF WAY, S 06°40'34" W, 74.82 FEET; THENCE S 85°33'20" W, 84.50 FEET; THENCE N 01°00'32" W, 86.92 FEET TO A POINT ON SAID SOUTHWEST RIGHT OF WAY LINE; THENCE S 86°20'18" E, 94.67 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL ALL LYING IN SAID SOUTH ½ OF NORTHWEST ¼, SAID SECTION 33 AND CONTAINS 0.165 ACRES (7,202 SQUARE FEET), MORE OR LESS. THE ABOVE DESCRIBED PARCEL BEING SUBJECT TO AN EASEMENT FOR INGRESS/EGRESS AND UTILITIES AND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE

CALCULATED NORTHEAST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼, SECTION 33, T13N, R20E, MONTGOMERY COUNTY, ALABAMA; THENCE ALONG THE CALCULATED NORTH LINE OF SAID SOUTH ½, N 89°10'47" W, 1,065.74 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SOUTH ½, SOUTH 98.80 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF KOHN ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE DEPARTING SAID RIGHT OF WAY, S 06°40'34" W, 74.82 FEET; THENCE S 85°33'20" W, 50.96 FEET; THENCE N 06°40'34" E, 82.01 FEET TO A POINT ON SAID SOUTHWEST RIGHT OF WAY LINE; THENCE S 86°20'18" E, 50.07 FEET TO THE POINT OF BEGINNING.

And Grantor does covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of the aforementioned premises except as herein above provided; that it is free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same to the said Grantees, their heirs and assigns, and that Grantor will WARRANT AND DEFEND the premises to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons, except as herein above provided.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, 2018.

Donald L. Mims, Administrator
Montgomery County Commission

STATE OF ALABAMA
MONTGOMERY COUNTY

I, _____, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____ as _____ for **Montgomery County Commission**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 2018.

Notary Public

Seal

My commission expires _____

This document prepared by:
Thomas T. Gallion, III
Haskell, Slaughter & Gallion, LLC
242 Winton Blount Loop
Montgomery, AL 36117
(334) 265-8573
ttg@hsg-law.com

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WWW.MC-ALA.ORG

August 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quit Claim Deeds regarding Property Located in Pine Level

Over the last few months, I have been working with County Attorney Gallion concerning property deeded to the Montgomery County Commission in the Pine Level area by the Montgomery County Board of Education involving four parcels of land. The parcels were deeded a second time in error by the Board of Education to the Pine Level Water Authority and the South Montgomery County Fire Protection Authority and Rescue Squad.

In an effort to straighten out the deed, County Attorney Gallion recommended that the Commission Quit Claim the deed concerning the four parcels to the entities that have been utilizing the property. This topic was discussed at our last County Commission meeting and you agreed to place these four Quit Claim Deeds on the August 6, 2018 agenda.

Based on Attorney Gallion's opinion, I am requesting that the Commission approve these four Quit Claim Deeds.

Should you have any questions, please contact me.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Tax Notice to:
Pine Level Water Authority
P.O. Box 10
Pine Level, AL 36065

STATE OF ALABAMA
COUNTY OF MONTGOMERY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: that, in consideration of One Hundred Dollars (\$100.00) and other good and valuable considerations to the undersigned, GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is acknowledged **Montgomery County Commission** (herein referred to as Grantor), does hereby grant, bargain, sell and convey unto **Pine Level Water Authority, A public corporation**, (herein referred to as Grantees), their heirs and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

PARCEL NO. 3

COMMENCING AT THE CALCULATED NORTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 33, T13N, R20E, MONTGOMERY COUNTY, ALABAMA' THENCE ALONG THE CALCULATED NORTH LINE OF SAID SOUTH $\frac{1}{2}$, N $89^{\circ}10'47''$ W, 963.57 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SOUTH $\frac{1}{2}$, SOUTH 103.88 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF KOHN ROAD AND THE NORTHWEST CORNER OF THE PINE LEVEL WATER AUTHORITY WELL LOT AND THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE WEST LINE OF SAID WELL LOT, S $00^{\circ}49'10''$ E, 99.53 FEET TO THE SOUTHWEST CORNER OF SAID WELL LOT; THENCE S $01^{\circ}44'47''$ E, 100.50 FEET; THENCE N $86^{\circ}21'34''$ W, 100.06 FEET; THENCE NORTH $06^{\circ}40'34''$ E, 199.61 FEET TO A POINT ON SAID SOUTHWEST RIGHT OF WAY LINE; THENCE S $86^{\circ}20'18''$ E, 102.37 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL ALL LYING IN SAID SOUTH $\frac{1}{2}$ OF NORTHWEST $\frac{1}{4}$, SAID SECTION 33 AND CONTAINS 0.53 ACRES (23,086 SQUARE FEET), MORE OR LESS.

And Grantor does covenant with the said Grantee, its heirs and assigns, that it is lawfully seized in fee simple of the aforementioned premises except as herein above provided; that it is

free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same to the said Grantee, its heirs and assigns, and that Grantor will WARRANT AND DEFEND the premises to the said Grantees, its heirs and assigns forever, against the lawful claims and demands of all persons, except as herein above provided.

IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____, 2018.

Donald L. Mims, Administrator
Montgomery County Commission

STATE OF ALABAMA
MONTGOMERY COUNTY

I, _____, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____ as _____ for **Montgomery County Commission**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 2018.

Notary Public

Seal

My commission expires _____

This document prepared by:
Thomas T. Gallion, III
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Montgomery, AL 36117
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AGENDA

AUG - 6 2018

August 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quit Claim Deeds regarding Property Located in Pine Level

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Should you have any questions, please contact me.

DLM/tn

Attachments

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Tax Notice to:
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COUNTY OF MONTGOMERY

QUIT CLAIM DEED

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PARCEL NO. 4

COMMENCING AT THE CALCULATED NORTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 33, T13N, R20E, MONTGOMERY COUNTY, ALABAMA; THENCE ALONG THE CALCULATED NORTH LINE OF SAID SOUTH $\frac{1}{2}$, N 89°10'47" W, 1,065.74 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SOUTH $\frac{1}{2}$, SOUTH 98.80 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF KOHN ROAD; THENCE DEPARTING SAID RIGHT OF WAY, S 06°40'34" W, 74.82 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE S 06°40'34" W, 124.79 FEET; THENCE N 86°21'34" W, 169.20 feet; THENCE N 01°00'32" W, 98.82 FEET; THENCE N 85°33'20" E, 185.66 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL ALL LYING IN SAID SOUTH $\frac{1}{2}$ OF NORTHWEST $\frac{1}{4}$, SAID SECTION 33 AND CONTAINS 0.452 ACRES (19,699 SQUARE FEET), MORE OR LESS. THE ABOVE DESCRIBED PARCEL BEING SUBJECT TO AN EASEMENT FOR INGRESS/EGRESS AND UTILITIES AND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CALCULATED NORTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 33, T13N, R20E, MONTGOMERY COUNTY, ALABAMA; THENCE ALONG THE CALCULATED NORTH LINE OF SIDE SOUTH $\frac{1}{2}$, N 89°10'47" W,

1,065.74 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SOUTH ½, SOUTH 98.80 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF KOHN ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED; THENCE DEPARTING SAID RIGHT OF WAY, 06°40'34" W, 74.82 FEET; THENCE S 85°33'20" W, 50.96 FEET; THENCE N 06°40'34" E, 82.01 FEET TO A POINT ON SAID SOUTHWEST RIGHT OF WAY LINE; THENCE S 86°20'18" E, 50.07 FEET TO THE POINT OF BEGINNING.

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IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, 2018.

Donald L. Mims, Administrator
Montgomery County Commission

STATE OF ALABAMA
MONTGOMERY COUNTY

I, _____, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____ as _____ for **Montgomery County Commission**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 2018.

Notary Public

Seal

My commission expires _____

This document prepared by:
Thomas T. Gallion, III
Haskell, Slaughter & Gallion, LLC
242 Winton Blount Loop
Montgomery, AL 36117
(334) 265-8573
ttg@hsg-law.com

AUG - 6 2018

County Administrator Donald Z. Morris Date 8/6/18

AUG - 6 2018

Donald Z Miner 8/6/18

AUG - 6 2018

12-1

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

AUG - 6 2018

DEPARTMENT: DA - Child Support REQUESTED BY: Daryl Bailey 08/01/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/01/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	775-56120.110	517,417	17,900	535,317
Extra Help	775-56120.115	30,003	(30,003)	0
Retirement	775-56120.121	55,000	13,900	68,900
Health Insurance	775-56120.122	105,552	29,200	134,752
State Reimbursement	775-40000.44284	(876,841)	(30,997)	(907,838)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 168,869)	\$ 0	(\$ 168,869)

JUSTIFICATION: To adjust budget for additional payroll expenses to be reimbursed by the State of Alabama.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

AUG - 6 2018

DEPARTMENT: Support Services REQUESTED BY: Lamar Allen 07/30/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 7/30/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Miscellaneous Supplies	001-51901.219	0	763	763
Bldg Repair and Maint	001-51901.231	250,000	(763)	249,237
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 250,000	\$ 0	\$ 250,000

JUSTIFICATION: To realign the Support Services budget to cover the purchase of t-shirts for safety and visibility of maintenance employees

POSITION FILL REQUEST- UNBUDGETED

AGENDA

AUG - 6 2018

DEPARTMENT: Appraisal
 DEPARTMENT HEAD: Clay Henley
 SUPERVISOR: Janet Buskey

POSITION INFORMATION:

Position Title Appraiser I
 Position Number TBD
 Pay Grade A06 Pay Range \$36,284-\$54,214
 Proposed Effective Date October 1, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☐) Permanent (☐) Temporary

JUSTIFICATION:

I have a recently vacated Appraisal Technician position that was making a salary of \$36,881 ,I would like to eliminate and replace with a new Appraiser I position with a starting salary of \$36,284.

Clay Henley
 Department Head

Date 7-10-2018

FINANCIAL IMPACT:

The Appraisal Technician is a pay grade A5 with a starting salary of \$32,318. The Appraiser I position is a pay grade A6 with a starting salary of \$36,284. Budgeting for a vacant Appraiser I vs. the current Appraisal Technician paid at a step 5 will result in a budget decrease of \$720. Comparing both at step one would increase the budget by \$4,755.

Sherrill Thomas
 Finance Director

Date 7/12/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

Tammy Nix

From: Lou Ialacci
Sent: Wednesday, July 18, 2018 1:01 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Special Merit Increase for Alfred Jones

AGENDA

AUG - 6 2018

Donnie,

I am requesting a two step increase for Alfred Jones, IT Specialist – Network/Infrastructure (220273002), effective the next full pay period after the Commission's approval. Alfred is currently at A11 step 4 (\$68,704.48) and would go to A11 step 6 (\$73,089). Here are a few significant points supporting my request:

- Hired July 2005 as a Technical Support Technician Quickly became the go to person for PC problems.
- Promoted July 2007 to Technical Support Specialist

a) Attended several training classes in his field and took it upon himself to start installing special software packages to assist his manager

b) Attended several Cisco and Dell training classes specific to the County's technical requirements

c) Began expanding his skills with Cisco equipment – firewalls, switches, routers, and phones.

- Promoted June 2014 to IT Specialist Network/infrastructure

a) Added supervisory responsibilities in addition to his technical responsibilities

b) Took the lead to move the County to VOIP technology to replace the old digital phone system

c) Completed the move off the old digital phone system in January of 2017 eliminating the need to continue maintenance on the old PBX, saving the County over \$25,000 annually.

d) Worked with Century Link and MCSO evaluating data circuits and generated additional savings for the County of over \$5,000 annually.

e) Recommended upgrading DSL connections to fiber connections doubled speeds for the same cost.

f) Installed and connected all the fiber required to connect MCSO new maintenance shop, warehouse, and Engineering.

- Alfred is a team player and is always offering his assistance to his colleagues and our customers.
- Since the ransomware attack he has taken on the responsibility of being the primary person working with security specialist like MS-ISAC to keep the county's firewalls up to date and making modifications as needed to block attacks.

We could not come close to hiring someone with his skill set at his current rate of pay. More importantly his working knowledge of our unique networks, applications, and equipment is very critical. I really appreciate the Commissioners' and your support to approve this request.

POSITION FILL REQUEST- BUDGETED VACANCY

AUG - 6 2018

DEPARTMENT: Montgomery County Engineering D2
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 620551019
 Pay Grade S04 Pay Range 26,096 - 38,992
 Proposed Effective Date August 13, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake
 Department Head

Date July 26, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 07/30/2018

Sherrill Thomas
 Finance Director

Date 7/30/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

AUG - 6 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D3
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title County Road Equipment Operator III
 Position Number 630553006
 Pay Grade S08 Pay Range 31,257 - 46,700
 Proposed Effective Date August 13, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date July 30, 2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 07/30/2018
 Employee Benefit Manager

Sherrill Thomas Date 7/30/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

AUG - 6 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Personnel
 DEPARTMENT HEAD: Carmen Douglas
 SUPERVISOR: Kaila Matney

POSITION INFORMATION:

Position Title Public Administration Intern
 Position Number 700186001
 Pay Grade A04 Pay Range 28,765
 Proposed Effective Date 08/06/2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☐) Permanent (☒) Temporary

DEPARTMENT APPROVAL:

Carmen Douglas
 Department Head

Date 07/19/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 07/19/2018

Sherrill Thomas
 Finance Director

Date 7/19/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

AUG - 6 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Personnel
 DEPARTMENT HEAD: Carmen Douglas
 SUPERVISOR: Renee Wood

POSITION INFORMATION:

Position Title RSA Retiree
 Position Number 700077028
 Pay Grade A01 Pay Range 9.92/hour
 Proposed Effective Date 08/06/2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☐) Permanent (☒) Temporary

DEPARTMENT APPROVAL:

Carmen Douglas
 Department Head

Date 07/19/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 07/19/2018

Sherrill Thomas
 Finance Director

Date 7/19/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AUG - 6 2018

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430117 (replace S. Arnold)
 Pay Grade PS1-4 Pay Range \$38,236
 Proposed Effective Date August 13, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 07/27/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 07/27/2018
 Employee Benefit Manager

Sherrill Thomas Date 07/30/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

AUG - 6 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal
 Position Number 550429143 - Replace J Pouncey
 Pay Grade PS2 Pay Range \$40,575-\$54,816
 Proposed Effective Date August 13, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 08/01/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/01/2018
 Employee Benefit Manager

Sherrill Thomas Date 8/2/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA

AUG - 6 2018

Date: July 24, 2018
To: Donald L. Mims, Administrator
From: Sonja Pritchett, Assistant Director
Re: Approval for the following travel:

Destination: Perdido, AL
Departure Date: October 2, 2018 Return Date: October 5, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Alabama Jail Association Fall Conference

Traveler (s) Name: 1. Sonja Pritchett 4. Donald Williams
2. Rhonda Blair 5. Tommie Franklin
3. Sallie Foster 6. _____

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

Total (est.) Cost: \$3,700.00 Advance Registration Required: \$410.00
Department Name: Detention Facility Fund Name: General

Additional Comments: _____
All expense will be incurred in FY 2019

To: Sonja Pritchett, Assistant Director
From: Donald L. Mims, Administrator

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$3,700.00 and advance registration of \$410.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$19,144.00</u>
Budget Available:	<u>\$856.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$856.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 7/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

AUG - 6 2018

Date: July 24, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 21, 2018 Return Date: August 21, 2018
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend Creative Leadership Seminar

Traveler (s) Name: 1. Patricia Boyd 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$149.00 Advance Registration Required: \$149.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Please mail check to : Career Track
P.O. Box 219468
Kansas, MO 64121

To: Beverly Riddle Wise

From: Donald L. Mims, Administrator

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 and advance registration of \$149.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$4,503.80</u>
Budget Available:	<u>\$5,496.20</u>
Current Requests:	<u>\$149.00</u>
Budget Balance:	<u>\$5,347.20</u>

Donald L. Mims, Administrator


Reviewed by: S. Thomas
Date: 7/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

AUG - 6 2018

Date: July 25, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Orange Beach, AL.
Departure Date: August 29, 2018 Return Date: August 31, 2018
Conference Leave (Days / Hours): three days
Purpose of Travel: Attend the 2018 Juvenile Probation Officers Annual Conference

Traveler (s) Name: 1. Ontkeno Bowan ,Jeannie Tapley 4. Shannon Silva
2. Sherunda Anthony, Jamie Burnett 5. Rachel Wert
3. Natalie Mason, 6. Ann Sikes

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

Total (est.) Cost: \$5,100.00 Advance Registration Required: \$1,000.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Please make registration check payable to: AJCEF, Mary Bass,
Alabama Judicial College, 300 Dexter Avenue,
Montgomery, AL 36104

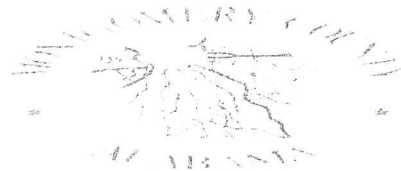
To: Beverly Riddle Wise

From: Donald L. Mims, Administrator

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$5,100.00 and advance registration of \$1,000.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$4,503.80</u>
Budget Available:	<u>\$5,496.20</u>
Current Requests:	<u>\$5,249.00</u>
Budget Balance:	<u>\$247.20</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

AUG - 6 2018

Date: JULY 26, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: ORANGE BEACH, ALABAMA
Departure Date: AUGUST 7, 2018 Return Date: AUGUST 10, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: 2018 AAAO Summer Conference

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

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

Total (est.) Cost: \$1,431.53 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$215.82; Hotel: \$640.71; Meals: \$300.00
Registration: \$275.00
TOTAL EST. COST: \$1,431.53

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

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,431.53 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$5,860.27</u>
Budget Available:	<u>\$24,139.73</u>
Current Requests:	<u>\$1,431.53</u>
Budget Balance:	<u>\$22,708.20</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA

AUG - 6 2018

Date: JULY 30, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: ORANGE BEACH, ALABAMA
Departure Date: AUGUST 7, 2018 Return Date: AUGUST 10, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: 2018 AAAO Summer Conference

Traveler (s) Name: 1. Mark Sims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,455.26 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$215.82; Hotel: \$664.44; Meals: \$300.00
Registration: \$275.00
TOTAL EST. COST: \$1,455.26

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

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,455.26 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$5,860.27</u>
Budget Available:	<u>\$24,139.73</u>
Current Requests:	<u>\$2,886.79</u>
Budget Balance:	<u>\$21,252.94</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/30/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA

AUG - 6 2018

Date: August 1, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Phoenix, AZ
Departure Date: 9/22/2018 Return Date: 9/26/2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend the IPMA-HR Conference 2018

Traveler (s) Name: 1. Robbie Estes 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$5,262.00 Advance Registration Required: \$1,298.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$1298; Airfare - \$1200; Meals - \$700; Hotel - \$1884;
Taxi - \$140; Tips - \$40.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$5,262.00 and advance registration of \$1,298.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$13,324.76</u>
Budget Available:	<u>\$11,675.24</u>
Current Requests:	<u>\$5,262.00</u>
Budget Balance:	<u>\$6,413.24</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/1/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA

AUG - 6 2018

Date: August 1, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Atlanta, GA
Departure Date: 10/21/2018 Return Date: 10/24/2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To attend the SHRM Diversity and Inclusion Conference 2018

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. Kaila Matney 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,963.49 Advance Registration Required: \$2,930.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$2930; Meals - \$420; Hotel - \$1308; Parking - \$90.00
Mileage - \$175.49; Tips - \$40.00
All cost will be incurred in the 2019 Budget

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 8/6/18 reimbursement of actual and necessary expenses in the
approximate amount of \$4,963.49 and advance registration of \$2,930.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$13,324.76</u>	
Budget Available:	<u>\$11,675.24</u>	
Current Requests:	<u>\$5,262.00</u>	
Budget Balance:	<u>\$6,413.24</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/1/2018

cc: Finance Director / Buyer

AGENDA

AUG - 6 2018

August 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Climate Service Proposal

The Youth Facility continues to have issues with adequate cooling in the kitchen. General Services Director Lamar Allen worked with Climate Service, Inc., our HVAC maintenance provider, and its consultants to develop a solution. Attached is a proposal in the amount of \$26,554 for modifications and additions to the existing system.

I respectfully request that rules be waived for approval of the proposal and a contract with Climate Service. Approval at the meeting on August 6, 2018, will expedite the project.

SERVICE ON HEATING.
AIR CONDITIONING.
ICE MACHINES, &
REFRIGERATION UNITS.
AL # 10183
AL # 51769



596F OLIVER ROAD
MONTGOMERY, ALABAMA 36117
TELEPHONE:
279-6933

Mr. Lamar Allen
Montgomery County Commission
Support Services
100 South Lawrence Street
Montgomery, Alabama 36104

RE: Montgomery County Youth Facility
Kitchen HVAC

Dear Mr. Allen,

The following proposal addresses the issues to improve the comfort level in the kitchen and the dry storage room adjacent to the kitchen.

- 1) Test & Balance the kitchen hood system to the correct amount of exhaust air and the perimeter make up air system to assure supplying the correct amount of makeup air. Confirm the makeup air system is interlocked to operate anytime the hood exhaust is enabled.
- 2) Install a manual air damper in the main duct furnishing air to the eating area. During the survey it was noted that this area stayed very cool compared to the kitchen. Relocate the space temperature control to the kitchen area close to the kitchen return air. Adjust the total air to the eating area to 400 cfm.
- 3) In the kitchen cook area replace the ceiling diffusers with adjustable nozzle type diffusers for spot cooling the various work stations. These nozzles will be adjustable from the face of the grill allowing the occupant to adjust for the most satisfactory distribution. Replace the chill water coil in AHU-6 with a DX cooling coil connected to a nominal 7.5 ton condensing unit. This will separate the Kitchen unit from the central chiller system enabling the discharge air temperature produced by AHU-6 to be controlled at a lower temperature. It is very difficult to control the conditions in a kitchen and especially when the building construction prohibits adding extra tonnage to account for the cooking heat and make up air loads. The slight extra capacity and the ability to spot cool the work stations will enhance the comfort. Adjust fan speed as required to maximize fan capacity on AHU-6.
- 4) The storage room will require a dedicated 2 ton mini-split cooling unit due to the excessive internal heat generated by the freezer/refrigerator. We will reduce the air from the central system to 50cfm to maintain minimum ventilation.

Total price for the above scope of work: \$26,274.00

Electrical power wiring for 7.5 ton condensing unit and mini-split system

Total: \$2870.00

Thank you for the opportunity to quote this work.

Sincerely,

CLIMATE SERVICE INC.



Dan Downes

AUG - 6 2018

Interoffice Memo

To: Montgomery County Commission
From: Lou Ialacci 
Cc: Donnie Mims, Florence Cauthen, Tammy Nix
Date: August 3, 2018
Re: IT Department Critical Request

I have been working with PH&J for over two years on plans and specifications for updating the critical equipment, power, and infrastructure for the IT department. The south end of Annex I where IT, Board of Registrars, Engineering, the Cafeteria, and the main entrance are located is the last section of the building to be renovated. The last time the IT area was touched was in the 1988-1990 renovation. All other areas have been renovated and updated within the last five years. Air conditioners are now very inefficient and unreliable. We have had to add circuits and make changes to get by to the point that we have reached at our electrical capacity. Our primary Uninterruptable Power Supply (UPS) has reached end of life, which means parts are difficult to get and our maintenance costs are increasing. Our Storage Area Network (SAN) is old and at least a full generation behind. We have continued to try to keep things working based on the proposed plan back in 2016 that the IT area was the next to be renovated.

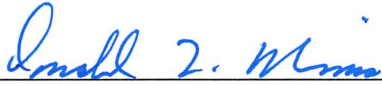
Technology has changed significantly, and the IT department has tried very hard to do a good job of meeting the needs our departments and Elected Officials. The renovation will not be inexpensive due to the various special requirements for this area, but it is absolutely necessary.

I am requesting the Commission make renovating the IT area a priority when allocating funds for the next fiscal year.

Thank you

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 20, 2018, at 8:00 in the morning.



Administrator



Chairman