

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 6, 2019

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

District Attorney Daryl Bailey
Sheriff Derrick Cunningham
Chief Probation Officer Beverly Wise and Juvenile Detention Director Brandi Alexander
City Councilman Arch Lee and Executive Director Ashley Gorum with Montgomery
March of Dimes
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery
Area Chamber of Commerce and Attorney Riley W. Roby with Balch & Bingham,
LLP

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Harris

Pledge of Allegiance Led by Chairman Dean

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of April 22, 2019

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Board Member Reappointment, Montgomery Area Mental Health Authority
2. Consider Authorization of Board Member Reappointments, Montgomery City/County Public Library Board
3. Consider Authorization of Grant Application to AETNA Foundation for the Cultivating Healthy Communities (CHC) Grant Program, Sheriff's Office
4. Consider Authorization of Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP), Sheriff's Office
5. Consider Authorization of Letter Agreement with Bainbridge Mims Rogers & Smith, LLP to represent the Downtown Environmental Alliance Group as a Whole regarding the Capitol City Plume Proposed Superfund Site Agreement Approved by the County Commission on November 2, 2015, County Commission
6. Consider Authorization of Increase in Share Agreement for the Downtown Environment Assessment Project, County Commission
7. Consider Authorization of Amendment Number 3 to Contract with Liberty Disposal, Inc., regarding a One (1) Year Extension, beginning July 1, 2019 and ending on June 30, 2020 and a 4.10% Price Increase for Dumpster Rental & Trash Collection, Contract Number 51901-18B-014, Support Services
8. Consider Authorization of First Amendment to Lease Agreement with The Town of Pike Road for the benefit of the Montgomery City/County Library Board, County Commission
9. Consider Authorization of Parking Deck Space Lease with Capell & Howard, P.C., and Related Release regarding 100 South Perry Street Parking Deck, County Commission
10. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
11. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
12. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission

13. Consider Authorization of Bid Award to Wide Open West, Inc., for Private Data Network at the Probate/Revenue West Office, Bid Number 51965-19B-011, Information Systems
14. Consider Authorization of Funding for Paving Driveway at County Maintenance Shop, County Commission
15. Consider Authorization of Budget Change Request Number 1, County Commission
16. Consider Authorization of Budget Change Request Numbers 14 to the Montgomery Area Chamber of Commerce in the Amount of \$42,500 for Funding the 2019 Buckmasters Expo, County Commission Appropriations
17. Consider Authorization of Budget Change Request Number 8, Engineering Department
18. Consider Authorization of Budget Change Request Numbers 3 and 4, Probate Judge's Office (Elections)
19. Consider Authorization of Budget Change Request Number 4, Sheriff's Office
20. Consider Authorization of Lateral Transfer Rules for Deputy Sheriff PSI Hires, Sheriff's Office
21. Consider Authorization of Allocation of a Maintenance Mechanic Position and Related Position Fill Request, Support Services
22. Consider Authorization of Position Fill Requests – Detention Facility (3)
 - Corrections Officer Trainee, Position Number 500419035
 - Corrections Officer Trainee, Position Number 500419151
 - Corrections Officer Trainee, Position Number 500419217
23. Consider Authorization of Position Fill Request – Engineering Department (1)
 - County Road Equipment Operator I, Position Number 630551021
24. Consider Authorization of Position Fill Requests – Probate Judge's Office (2)
 - Administrative Support Associate, Position Number 750013013
 - Customer Service Clerk, Position Number 750016050
25. Consider Authorization of Travel/Training Requests (12)

OLD BUSINESS:

26. Consider Adoption of Resolution Honoring the Memory and Service of the Late Former Commissioner Dimitri Polizos, County Commission

Reports from Staff:

**Deputy Administrator
County Attorney
County Engineer**

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

MAY 6, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

MAY 20, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

MAY 27, 2019

County Holiday (Memorial Day)

JUNE 3, 2019

Regular County Commission Meeting
Aldersgate United Methodist Church
6610 Vaughn Road
5:00 p.m. - Information Session
6:30 p.m. - Formal Session

JUNE 17, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

JULY 1, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

JULY 4, 2019

County Holiday (Independence Day)

JULY 12, 2019 – JULY 15, 2019

NACo Conference in Las Vegas, Nevada

JULY 22, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

5-6-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-19-19

Check Number	To	Check Number
285812		285852
Total Checks Paid		\$100,662.60

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

MAY - 6 2019

5-6-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-19-19

Check Number	To	Check Number
285853		285935
Total Checks Paid		\$434,375.28

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

MAY - 6 2019

5-6-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-26-19

Check Number	To	Check Number
285936		285968
Total Checks Paid		\$173,824.51

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

MAY - 6 2019

5-6-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-26-19

Check Number	To	Check Number
285969		286035
Total Checks Paid		\$561,754.62

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

MAY - 6 2019

5-6-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-26-19

Check Number	To	Check Number
286036		286064
Total Checks Paid		\$163,026.00

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
4/26/19

Payroll Check Number	132083	To	Payroll Check Number	132145	\$	45,241.08
Direct Deposits					\$	873,323.53
Payroll Check Number	132146	To	Payroll Check Number	132162	\$	47,390.29
Direct Deposits					\$	611,173.36
Federal Deposits					\$	304,129.33
Total Payroll Paid					\$	1,881,257.59

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

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *plm*
County Administrator

SUBJECT: Board Member Reappointment to the Montgomery Area Mental Health Authority

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda the reappointment of Arica Smith as a member of the Montgomery Area Mental Health Authority, for a term expiring April 1, 2025.

I am requesting approval of this reappointment.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

1-1

Montgomery Area Mental Health Authority

Members:

Term Expires:

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

4/1/2021

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

4/1/2019

Yulanda Tyre
350 Split Bark Road
Cecil, AL 36013
334-318-1134

4/1/2023

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

Term: 6 years

MONTGOMERY AREA MENTAL HEALTH AUTHORITY**BOARD OF DIRECTORS**

Rev. Baxter Morris - President
City of Montgomery -2023

Mr. Bruce Howell - Vice President
County of Autauga-2023

Mrs. Leslie Carmichael - Secretary
County of Autauga-2021

Mrs. Caroline Horton - Treasurer
City of Prattville-2019

Mrs. Helenor T. Bell
City of Hayneville-2022

Rev. Dale Braxton
County of Lowndes-2023

Mrs. Jean D. Davis
County of Autauga-2020

Mrs. Ann Harper
City of Millbrook-2024

Mr. Kelvin Mitchell
City of Hayneville-2023

Mrs. Arica Smith
County of Montgomery-2019

Ms. Lisa R. Williams.
City of Montgomery-2023

Mr. Ken Austin
City of Montgomery-2019

Mrs. Jacqueline Darnell
County of Elmore-2023

Mrs. Peggy Francis
County of Elmore-2023

Mr. Curtis Harrison
County of Lowndes-2020

Rev. Albert Perkins, III
County of Montgomery-2021

Mrs. Yulanda Tyre
County of Montgomery-2023

There are no vacancies in Montgomery County at this time.

2/27/19

Board Vacancies:

Town of Fort Deposit (2)

City of Prattville (1)

City of Prattville (1) pending

City of Tallassee (1)

City of Wetumpka (1)

Elmore County (1)

Lowndes County (1)

AMENDMENT OF CERTIFICATE OF INCORPORATION

OF MONTGOMERY AREA MENTAL HEALTH AUTHORITY, INC.

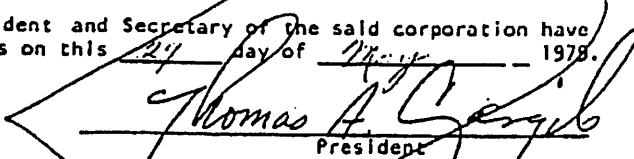
The undersigned President and Secretary of the said corporation files this amendment in accordance with a duly passed Resolution of the members of the Board of Directors of said corporation on May 29, 1979, to amend its Charter of Incorporation as follows:

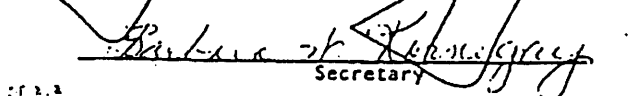
1. Paragraph 9 shall be amended to read: The corporation shall have a Board of Directors of twenty-four (24) members who shall serve for staggered terms of six years each. The initial members shall be appointed for terms of one, three and five years as fixed by the governing bodies appointing them in their resolutions making the appointments as follows:

- 3 directors from Montgomery County by the Montgomery County Commission.
- 3 directors from Autauga County by the Autauga County Commission.
- 3 directors from Elmore County by the Elmore County Commission.
- 3 directors from Lowndes County by the Lowndes County Commission.
- 3 directors from the City of Montgomery by the Montgomery City Council
- 3 directors from the City of Prattville by the Prattville City Council
- 1 director from the City of Wetumpka by the Wetumpka City Council;
- 1 director from the City of Millbrook by the Millbrook City Council
- 1 director from the City of Tallassee by the Tallassee City Council
- 1 director from the City of Hayneville by the Hayneville City Council.
- 2 directors from the City of Fort Deposit by the Fort Deposit City Council

Thereafter each such governing body shall appoint a successor to each director as his term shall expire (who may be the same person) for a term of six years. The term of office of each director shall end at noon on April 1st in each odd numbered calendar year. A member of the Board of Directors shall hold office until his successor has been appointed and qualified. The respective appointment authority shall appoint or reappoint a qualified person as a member of the Board of Directors whenever a member's term expires or whenever a position becomes vacant for any other reason. A member of the Board of Directors shall receive no compensation for his services.

IN WITNESS WHEREOF, The President and Secretary of the said corporation have hereunto set their hands and seals on this 24 day of May 1979.


President


Secretary

1b

STATE OF ALA.
MONTGOMERY COUNTY
JUL 2 1979

AUG 22 3 54 PM 1979

JUDGE OF PROBATE

553 012 272

001.00 : -A
001.50 : C-A
012.50 : 21

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointments to the Montgomery City/County Public Library Board

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda the reappointments of Patina Moss and Joseph D. Trimble as members of the Montgomery City/County Public Library, for terms expiring June 1, 2023.

I am requesting approval of these reappointments.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

**Montgomery City-County Public Library
Board of Trustees
2018 Directory**



Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 1, 2019

Katie Bell, President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

Phill Johnson, PhD
County Appointment
1572 Westbury Park CT
Montgomery, AL 36117
Cell # 315-4507
Pjohns23@aum.edu
Term Expires: June 1, 2022

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017



Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2019

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2019

Gary Burton, Vice President
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Cassandra E. Brown
City Appointment
P.O. Box 251402
Montgomery, AL 36125
Phone H #286-0791
Cell # 324-9191
cebrown49@gmail.com
Term Expires: September 21, 2020

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2020

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2018

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

Janice Franklin, Ph D
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2019

VACANT
President, Library Foundation

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

4 year terms



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

MAY - 6 2019

Kevin J. Murphy

CHIEF DEPUTY

Colonel Wanda J. Robinson

DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *RW.*

Subject: AETNA Foundation, Cultivating Healthy Communities Grant

Date: April 15, 2019

We are requesting this item be placed on the next agenda of the Montgomery County Commission. Through the Cultivating Healthy Communities (CHC) Grant Program, AETNA awards grants to local nonprofits/governmental entities across the United States to nurture innovations that can inspire healthier lifestyles.

We are partnering with Montgomery County Parks and Recreation to focus on two domain areas:

- (1) **Built Environment:** Improved walkability, bike ability, and use of public spaces.
- (2) **Community Safety:** Increased collaboration between local law enforcement and community members to proactively address their immediate public safety issues and concerns.

RW/dc

cc: Derrick Cunningham, Sheriff

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP)

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda an authorization to file a Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP). There is no match for this grant.

I am requesting approval of this application.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Tammy Nix

From: SCAAP <ojp@public.govdelivery.com>
Sent: Thursday, April 11, 2019 11:40 AM
To: Donald Mims
Subject: State Criminal Alien Assistance Program – FY 2019 Application Open

The Bureau of Justice Assistance (BJA) of the Office of Justice Programs (OJP), U.S. Department of Justice, is pleased to announce that the online application to the SCAAP FY 2019 Program is open and that the new FY 2019 Program Requirements and Application Instructions are available on the SCAAP website.

Under SCAAP, OJP makes payments to eligible States and units of local government that incur certain types of costs due to incarceration of “undocumented criminal aliens” during a particular 12-month reporting period.

- The online application to the FY 2019 program is open.
- The updated application deadline is 6 p.m. Eastern time on May 23, 2019.
- The reporting period for the FY 2019 program is July 1, 2017 - June 30, 2018.

The FY 2019 Program Requirements and Application Instructions provide *critical* information on program requirements, eligibility, deadlines, and how to access the online application within OJP’s Grants Management System (GMS). In addition, the FY 2019 Program Requirements and Application Instructions provide detailed instructions for the online application.

NEW INMATE RECORD FIELD

Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ): This new field will be optional in FY 2019 (include the information if available) but will be required in FY 2020. Please see Appendix F of the FY 2019 SCAAP Program Requirements and Application Instructions for details.

IMPORTANT NOTE

Before entering any information into the online application for the FY 2019 program, any government official who intends to complete and submit the application on behalf of an applicant government **MUST** carefully review the FY 2019 Program Requirements and Application Instructions.

For assistance in accessing GMS (e.g., passwords, log-in problems), contact the GMS Support Hotline at 1-888-549-9901, option 3, or by email to GMS.HelpDesk@usdoj.gov.

Prospective applicants may contact the BJA SCAAP Team at SCAAP@usdoj.gov (email), or at (202) 353-0421 or 202-353-4411.

This email was sent to donaldmims@mc-ala.org using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

ELTON N. DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

AGENDA

MAY - 6 2019

March 26, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
3/28/2019

SUBJECT: Downtown Environmental Alliance – ADEM
Legal Services Associated with the Capitol City Plume

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached letter agreement from Alfred F. Smith, Jr. This approval would confirm that the Montgomery County Commission, serving as a member of the Downtown Environmental Alliance ("DEA"), consents to the legal firm, Bainbridge Mims Rogers & Smith, LLP, representing the DEA group as a whole in regards to the Capitol City Plume Proposed Superfund Site Agreement approved by the County Commission on November 2, 2015.

If approved please have attached letter executed, return to this office, and we will forward it to J.P. Martin, P.E., of Jacobs Engineering Group, Inc. for his continuing action.

GCS/gcs

Attachment

cc; File

Frank M. Bainbridge
A.H. "Nick" Gaede, Jr.
Bruce F. Rogers
Alfred F. "Buddy" Smith
Charles Keith Hamilton
Sela Stroud Blanton
Jennifer A. Hanson

Frank M. Bainbridge (1895-1980)
Walter L. Mims (1910-1993)

Bainbridge Mims & Rogers Smith LLP

ATTORNEYS AT LAW

The Luckie Building, Suite 415
600 Luckie Drive
Birmingham, Alabama 35223
Telephone: 205-879-1100
Facsimile: 205-879-4300

Mailing Address:
Post Office Box 530886
Birmingham, Alabama 35253
BainbridgeMims.com

March 21, 2019

By Electronic Mail

Ms. Kim O. Fehl
City Attorney
City of Montgomery
City Hall
103 North Perry Street
Montgomery, AL 36101

Re: Downtown Environmental Alliance - ADEM

Dear Kim:

I am writing to you in your position as a representative of the Downtown Environmental Alliance ("DEA"). This confirms that I have agreed to represent the DEA as a group for the limited purpose of advising it with regard to ADEM's requirement that environmental covenants be placed on all properties within the site boundary of the DEA Project, and to assist the DEA in the development of a working agreement going forward. We very much appreciate the opportunity to represent the DEA.

My understanding is that all members of the DEA have consented to my firm's representation of the group as a whole, and have waived any and all actual or potential conflicts of interest relating to or arising from my previous representation of the State agency defendants in this very matter. If this is not the case, please contact me immediately. Otherwise, I would appreciate your circulating a copy of this engagement agreement to each DEA member for its signature below.

I have agreed to represent the DEA for a reduced hourly rate of \$350. Other attorneys in my office may assist me as necessary and appropriate. Their rates range from \$225 to \$325. Legal assistant time, if required, is billed at \$75 per hour. The DEA also will be responsible for all reasonable out-of-pocket expenses such as copying costs, mileage, and third-party overnight delivery charges.

If the foregoing is acceptable, please have this agreement executed by each member of the DEA in counterparts, and return copies with their signatures to me.

Ms. Kim O. Fehl
City of Montgomery
March 21, 2019
Page 2

Thank you for the opportunity to represent the DEA. I look forward to working with you and the other members again.

Sincerely,



Alfred F. Smith, Jr.

AFSJr./ki
cc: Ms. Erika McKay (by electronic mail)
Deputy General Counsel
Office of Governor Kay Ivey

AGREED AND ACCEPTED this _____ day of _____, 2019.

Signed for: _____

By: _____

Its: _____



Haskell Slaughter Gallion & Walker, LLC

242 Winton M. Blount Loop

Montgomery, Alabama 36117

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

April 10, 2019

T T 6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Downtown Environmental Plume

Per your request regarding the joint effort with the coalition of governmental and business entities in the downtown and our joint telephone conference with Kevin at MCC's Engineering Department and I opine as follows:

As you are aware, Connie Walker and I handled the largest environmental case in the history of Montgomery County and surrounding areas approximately ten years ago. Thankfully, we were successful. I am well aware of the problems related to this area of the law.

In our conference call described above, I am now satisfied with the handling of the "Downtown Plume" and opine that we should move forward with the recommended plan of the above described coalition.

50051-317

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 28, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Downtown Environmental Alliance - Legal Services Associated with the
Capitol City Plume

Attached is a memorandum from County Engineer George Speake regarding Downtown Environmental Alliance - Legal Services Associated with the Capitol City Plume. Prior to presenting it to the County Commission for consideration, I wanted you to review it.

Please review and advise by Tuesday, April 2, 2019 as to the County Commissions' acceptance of these legal services.

As always, thank you for your assistance.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Increase in Share Agreement regarding Downtown Environmental Assessment Project

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda an increase in the Share Agreement regarding the Downtown Environmental Assessment Project.

I am requesting that the County Commission change the percentage of cost allocation from 14.4% to 19.4%. This new cost share percentage is applicable to all invoices submitted after the Advertiser company's cost percentage allocation went to zero.

DLM/tn

A COUNTY OLDER THAN THE STATE

SITE PARTICIPATION AGREEMENT FOR THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT

This Agreement is made by and between the Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education, the Alabama Department of Transportation, the Water Works and Sanitary Sewer Board of the City of Montgomery, Montgomery County Commission, the City of Montgomery, and The Advertiser Company, and shall be effective as of the date of the final signature of the foregoing parties. The signatories to this Downtown Environmental Assessment Project Site Participation Agreement ("Agreement") are referred to herein as "Members" or individually as a "Member."

WHEREAS, the Members have organized and constituted themselves as the Downtown Environmental Alliance (hereinafter "Alliance"). Each Member whose authorized representative has executed this Agreement is a member of the Alliance.

WHEREAS, the Members do not believe they have any responsibility for the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama ("the Site"), but believe it is in the interest of the community and the Members to address and resolve the United States Environmental Protection Agency's ("EPA's") proceedings and claims and to work with the Alabama Department of Environmental Management ("ADEM") to address and resolve the Site issues.

WHEREAS, the Members anticipate entering into an Agreement ("ADEM Agreement") with the ADEM with respect to the Site.

WHEREAS, the term "Work," as used in this Agreement, does not include payment of funds to EPA.

WHEREAS, pursuant to the anticipated ADEM Agreement, the Members will agree to perform certain work at the Site ("the Work").

WHEREAS, without admitting any fact, responsibility, fault or liability whatsoever in connection with the Site, the Members wish to establish a framework for complying with the terms of the ADEM Agreement and to cooperate among themselves in this effort for the protection of human health and the environment and the betterment of downtown Montgomery. All members deny any liability or responsibility for contamination at the Site.

NOW THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Purpose and Payments.

1.1. **Purpose.** It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will undertake to effectuate the terms of the ADEM Agreement. However, nothing herein shall authorize the Alliance, the Steering Committee, or any subcommittee to pay, or direct the Alliance to pay, any portion of EPA's past costs. The manner and means by

which the Members will undertake to satisfy their obligations pursuant to the ADEM Agreement include, without limitation, the following:

- (a) Organize and conduct a common response to any claim or demand made by ADEM or others regarding the Site and the ADEM Agreement, excluding payment to EPA;
- (b) Organize and conduct negotiations with ADEM, EPA, or others concerning the Site;
- (c) Retain technical consultants and contractors as necessary to perform the Work required by the ADEM Agreement;
- (d) Provide a mechanism for funding the Work required by the ADEM Agreement; and
- (e) Identify, provide notice to, and assimilate additional Alliance members.

1.2. Cooperation. The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

1.3. Transfer of Regulatory Oversight of Site. The transfer of regulatory oversight of the Site from EPA to ADEM shall be considered a condition precedent to all Work performed pursuant to this Agreement. In the event ADEM does not agree to assume oversight of the Site or EPA does not transfer oversight of the Site to ADEM, the parties shall not perform Work under this Agreement, but shall continue to comply with all other provisions of this Agreement and shall remain liable for their share of all Shared Costs up to the date of their withdrawal from the Agreement or the termination of the Agreement.

2. Organization and Procedures.

2.1. Committees. In order to carry out the purposes of this Agreement, the Members hereby establish two Committees, the Steering Committee and the Technical Committee. Each Member and any individual serving on behalf of any Member, agrees by virtue of such service, to maintain the privileged nature and confidentiality of all communications and proceedings of such committees or subcommittees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

2.2. Authority to Decide. Except as otherwise provided herein, the Members shall act by and through the Steering Committee, except that the Members reserve themselves the right at any time directly to authorize action to be undertaken pursuant to this Agreement in accordance with the voting requirements set forth in this Agreement.

2.3. Meetings. The Members may authorize or direct actions under this Agreement only at

meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the Steering Committee. Meetings of the Alliance may be called for any purpose at any time by two members of the Steering Committee or by any two Members of the Alliance. Meetings may be held by telephone conference.

2.4. **Voting.** Any decisions under this Agreement shall be voted upon as follows:

- (a) The following matters must be put to a vote and must receive the unanimous approval of all Members without regard to Voting Power in Section 2.6 in order to become final: (1) any changes to the allocated percentages, administrative contributions, or payment amounts; (2) approval of any settlement or amendment of any agreement with EPA or ADEM regarding Work, as defined herein, at the Site; and (3) amendment of this Agreement pursuant to Section 21.
- (b) As to all other matters, except for Section 6.3 (Buyout of a Member), the Members shall attempt to make decisions by consensus, but if put to a vote, all other matters shall be decided by a majority (more than 50%) of the eligible Voting Power (as defined in Section 2.6 of this Agreement) of the Members present in person or by proxy at the meeting.
- (c) If a Member seeks or requests, pursuant to Section 6.3, to buy itself out of its membership in the Alliance and its obligations under this Agreement, the Member seeking a buyout shall not be permitted to vote on the buyout issue. In such a case, the buyout proposal must receive the unanimous approval of all remaining Members.

2.5. **Notice of Meetings.** Whenever feasible, written notice of the time, place and purpose of any meeting of the Alliance shall be given to each Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally, or by mail or by other means of written communication, including e-mail, addressed to each Member at the address appearing on the service list maintained by the Steering Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member.

2.6. **Voting Power.** Each Member shall have a vote ("Voting Power") as follows:

- (a) Each Member shall have a vote weighted in accordance with the percentage share of the Member with respect to the Site as set forth in Exhibit A.
- (b) No Member may vote unless that Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Agreement prior to such meeting. Any Member having an assessment due and owing that remains unpaid at the time of the meeting may vote only

upon payment of the full assessment prior to the voting process; and

- (c) Unless otherwise specified herein, all issues shall be decided by a majority (more than 50%) of the Voting Power of the Members as defined in this section.

2.7. Voting by Proxy. A Member eligible to vote at an Alliance meeting may assign in writing, using the form attached to this Agreement, its vote to another Member eligible to vote at the meeting.

2.8. Quorum. At least two-thirds of the eligible Voting Power of the Members must be present in person or represented by proxy at any Alliance meeting.

3. Steering Committee.

3.1. Steering Committee Members. Membership in the Steering Committee shall be comprised of one representative of each Member.

3.2. Enumerated Powers of the Steering Committee. The powers, duties and responsibilities of the Steering Committee shall include:

- (a) electing a Chairperson of the Steering Committee;
- (b) electing the members of the Technical Committee;
- (c) appointing subcommittees to handle specific matters delegated by the Steering Committee;
- (d) selecting consultants to undertake tasks common to the Alliance effort, and coordinating, supervising and directing the activities of such consultants, which persons may be representatives of Members;
- (e) negotiating with ADEM, EPA and other persons with respect to all matters relating to this Agreement;
- (f) determining that a Member is in default of its obligations under this Agreement and recommending to the Alliance that litigation be commenced against said Member;
- (g) circulating to the Alliance substantive documents as the Steering Committee deems necessary in order to keep Members of the Alliance fully informed of activities pursuant to this Agreement;

- (h) selecting a Project Coordinator, who shall have the responsibilities set forth in the ADEM Agreement;
- (i) approving, through its designees, invoices and bills for payment;
- (j) recommending to the Members a method of allocating shared costs;
- (k) voting on any proposed or requested buyout agreements; and
- (l) conducting such other activities as the Steering Committee deems necessary and proper to carry out the purposes of this Agreement and the obligations of the Members under the ADEM Agreement.

3.3. Shared Costs. Those activities authorized by the Steering Committee or the Alliance to be undertaken on behalf of the Alliance within the scope of this Agreement (Section 1.1.) shall be funded by the Members as Shared Costs. These costs include, but are not limited to, payments assessed by the Steering Committee, administrative costs, consultant fees and costs, common counsel fees and costs, technical costs, and other costs necessary to further the purposes of this Agreement. The Steering Committee shall establish a segregated, noninterest-accruing bank account (the "DEAP Trust Account"). All Shared Costs shall be paid from the DEAP Trust Account until all funds in the DEAP Trust Account are depleted. In the event that any funds remain in the DEAP Trust Account after this Agreement is terminated pursuant to Section 20, the remaining funds shall be distributed to the Members pro rata based on their shares as provided in Exhibit A.

3.4. Separate Counsel. Notwithstanding that the Steering Committee may request common counsel to undertake discrete tasks common to the Alliance effort, each Member reserves the right to select and retain its own counsel at its own expense to represent such Member on any matter.

3.5. Reports to the Alliance and Call for Alliance Meetings. The Steering Committee shall periodically report its actions to the Members as may be necessary to keep the Members fully informed of matters covered by this Agreement, and shall call meetings of the Alliance as determined necessary by the Steering Committee and refer to such meetings for a vote any matters which in the judgment of the Steering Committee should be referred.

3.6. Quorum. At least two-thirds of the eligible Voting Power of the Steering Committee shall be present in person or represented by proxy at any Steering Committee meeting.

3.7. Voting. Each member of the Steering Committee shall have one weighted vote in accordance with Exhibit A. All issues shall be decided by a majority (more than 50%) of the Voting Power of the Steering Committee, except as set forth in Sections 2.4 and 6.3. A member of the Steering Committee may assign its vote to another member of the Steering Committee to vote at the meeting using the form referred to in Section 2.6 of this Agreement.

3.8. Compensation of Steering Committee. The members of the Steering Committee shall serve as volunteers without compensation from the Alliance.

3.9. Call for, and Notice of, Meetings. The Steering Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be regularly called. Whenever feasible, written notice of the time, place and purpose of any meeting of the Steering Committee shall be given to each Member of the Alliance at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, including e-mail, addressed to said Member at the address appearing on the service list maintained by the Steering Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting or the Steering Committee Chair shall make a reasonable effort to provide notice in fact to every Member. Meetings may be held by telephone conference. The meetings of the Steering Committee shall be open to any Member.

3.10. Providing Members with Information. Upon request from any Member, the Steering Committee shall make available to that Member, at that Member's expense, copies of any reports submitted to or by the Steering Committee in connection with the Work or pursuant to the ADEM Agreement.

3.11. Litigation Against Other Persons. The Steering Committee may recommend to the Members that a claim be asserted on behalf of the Members against other persons. No such claim may be asserted by common counsel under this Agreement without the consent of a majority of the Voting Power of the Alliance, and any Member may elect to decline to participate in any such suit, and may, but need not, in lieu of such participation, assign its claims to the other Members. Nothing in this Section shall affect or impair the right of any Member to assert any claim in its own name and right against any person.

4. Technical Committee.

4.1. Technical Committee Members. The Technical Committee shall consist of at least three technically qualified representatives of Members, who shall be elected by the Steering Committee and must agree to participate actively on the Committee.

4.2. Powers of the Technical Committee. The powers and duties of the Technical Committee shall include:

- (a) assisting the Steering Committee in overseeing the activities of any persons retained in connection with the matter;
- (b) selecting a liaison representative to coordinate activities with the Steering Committee;
- (c) recommending to the Steering Committee, environmental consultants, oversight contractors, and others as appropriate to review technical data, studies, and other materials related to the Site and oversee the investigations and Work at the Site to

insure performance of the Members' obligations under the ADEM Agreement; and

- (d) making recommendations to the Steering Committee concerning issues relating to the implementation of the Work at the Site.

4.3. Call for, and Notice of, Meetings. The Technical Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be called as needed. Meetings of the Technical Committee may be called by any two (2) members of the Committee. Whenever feasible, written notice of the time, place and purpose of any meeting of the Technical Committee shall be given to each Member at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, including e-mail, addressed to said Member at the address appearing on the service list maintained by the Technical Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member. Meetings may be held by telephone conference. The meetings of the Technical Committee shall be open to any Member.

5. Allocation of Expenses and Work.

5.1. Payments. Shared Costs, as defined in Section 3.3 herein, shall be assessed by the Steering Committee in accordance with the proportionate percentage shares as set forth in Exhibit A. All assessments shall be due and payable within 45 days after receipt of notice thereof unless said notice provides otherwise. No assessments shall require Members to pay Shared Costs until after all payments collected from non-members pursuant to Section 5.3 of this Agreement have been depleted, or will be depleted within 30 days. All Shared Costs payments shall be made to the DEAP Trust Account.

5.2 Credits. The Advertiser Company is granted a \$200,000 credit to be applied against Shared Costs payments for assessments under Section 5.1. The credit is usable 50% against assessments for Shared Costs up to \$100,000 in total assessments to The Advertiser Company, and is thereafter usable 100% until the credit is exhausted.

5.3 Non-Member Payments. Payments for Site costs collected from non-members, with the exception of any payments collected pursuant to Section 5.3 of the Alliance's Past Costs Funding Agreement, shall be deposited and held in the DEAP Trust Account and shall be used to pay for all Work and other future Site costs until these non-member payments are depleted.

5.4. Accounting for Funds. The Steering Committee shall provide to the Members from time to time informal accountings of monies received, spent, and obligated, and a final accounting upon the termination of this Agreement. Such accounting may be accomplished with bank statements.

5.5. Purpose of Funds. All monies provided by Members pursuant to this Agreement shall be used solely for the purposes of this Agreement (Section 1.1) and shall not be considered as payment for any fines, penalties, or monetary sanctions. To the extent ADEM assesses stipulated penalties

for Work performed pursuant to this Agreement, said penalties shall be a Shared Cost and allocated in accordance with Section 5.1 of this Agreement.

6. Withdrawal, Removal and Buyout.

6.1 Withdrawal. Any Member may withdraw from all participation in this Agreement upon written notice to the Steering Committee or its designee, as of the date the notice is postmarked, except that such Member shall remain liable for its share of all Shared Costs assessed pursuant to this Agreement more than 30 days prior to the date of withdrawal, and shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24 hereof. Any Member entering into any settlement with the United States or ADEM (other than the ADEM Agreement referenced herein) shall be deemed to have withdrawn from the Alliance effective upon the date of settlement, but shall remain liable for its share of all shared costs up to the date of withdrawal.

6.2 Removal of a Member. If any Member's interests or actions are regarded as contrary to the interests of the other Members, such Member may be removed from this Agreement by a vote of two-thirds of the Voting Power of the Alliance present in person or by proxy at an Alliance meeting called for the purpose of considering such removal. In the event any Member fails to pay any portion of any assessed financial contribution pursuant to this Agreement within 60 days following receipt of notice of such assessment, that Member shall be considered in default and may be removed from this Agreement by a vote of two-thirds of the Voting Power present in person or by proxy at a Steering Committee meeting called for the purpose of considering such removal. Any removed Member shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24.

6.3 Buyout of a Member. Any Member may buy itself out of its membership in the Alliance and its obligations under this Agreement at any time following deferral of the Site to ADEM by presenting the remaining Members with a written offer or proposal, which shall be given good faith consideration by the other Members and then voted upon as set forth in Section 2.4(c) within ninety (90) days. Any Member that buys itself out of this Agreement shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24.

7. Waiver of Conflict of Interest.

In the event that the Steering Committee retains common counsel, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Steering Committee and arising out of the Site, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving notice of intent to hire said counsel; (2) it will not claim or assert that, based solely on said counsel's representation of the Alliance under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving said notice; (3) it will not claim or assert that, based solely on said

counsel's representation of the Alliance under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the Site or involves or could involve any facts or information obtained from the Member during the term of this Agreement; (4) in the event that any conflict develops in the performance of work authorized by the Steering Committee by said counsel and the legal services authorized by any Member that has retained that counsel, the Member consents to that counsel's continued performance of the work authorized by the Steering Committee.

8. New Members.

Any entity that becomes a Member by execution of this Agreement subsequent to the effective date of this Agreement shall be deemed a Member from the effective date of this Agreement, and shall be assessed and pay all sums which such Member would have been obligated to pay if a Member from the effective date of this Agreement, except that the Steering Committee may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date.

9. Confidentiality and Use of Information.

9.1. Shared Information. From time to time, the Members may elect to disclose or transmit to each other, directly or through common counsel, such information as each Member, counsel or technical consultant retained for the Alliance deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transferred among the Members orally or in writing or by any other appropriate means of communication. The Members intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation pursuant to this Agreement.

9.2. Preservation of Privilege. Information disclosed by the Members to counsel appointed by the Steering Committee to perform specified work may be disclosed to any other Member, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.

9.3. Confidentiality of Shared Information.

- (a) Each Member agrees that all shared information received from any other Member or its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Member and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Agreement;

- (b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that generated the information or, if the information was generated by counsel appointed by the Steering Committee to perform specified work or by a technical consultant, by giving notice to said counsel or consultant, and to the Steering Committee;
- (c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counselor or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;
- (d) The Members intend by this Section to protect from disclosure all confidential information and documents shared among any Members or between any Member and counsel appointed by the Steering Committee or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential";
- (e) The confidentiality obligations of the Members under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgment and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure or is otherwise required to be disclosed by law;
- (f) In the event a Member receives a private third party or government subpoena, discovery request, or information request for any documents or other physical materials

containing confidential information provided by another Member, the Member receiving the subpoena or request shall provide notice to that Member, give that Member an opportunity to contest the release of the confidential information, and shall make all reasonable efforts to preserve the confidentiality of such documents or other physical materials, including by asserting any and all applicable privileges including, but not limited to, attorney-client privilege, work product protections, joint defense or common interest privilege, deliberative process privilege, and confidential business information protections (CBI). Members shall not be liable for the inadvertent disclosure of other Members' confidential information as long as they have taken reasonable precautions to prevent such inadvertent disclosure.

10. Denial of Liability.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Members as among themselves or by any other person not a Member. However, nothing in this Section 10 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any party to this Agreement.

11. Reservation of Rights.

Nothing in this Agreement shall constitute, be interpreted, construed or used as a waiver of any Member's rights, claims or defenses against (1) persons or entities not a party to this Agreement, or (2) any other Member in the event a Member withdraws, is removed, or is bought out pursuant to Section 6, or this Agreement is terminated.

12. Insurance.

The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers. If any insurer makes any claims that any aspect of this Agreement provides a basis for rejection or limitation of coverage of a Member, the Alliance will attempt, consistent with the objectives of this Agreement, to return any Member subject to such claim to a position that is satisfactory to such insurers.

13. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the Steering Committee.

14. Allocation in the Event of Default.

The Steering Committee shall have the authority to declare any Member to be in default under this Agreement where said Member has failed to satisfy any obligation in a timely manner. The unpaid balance of any defaulting Member's share may be assessed by the Steering Committee against the other Members hereto (without waiving any rights such Members may have against the defaulting Member or its successors or assigns) in the same proportion as the other Members would have been obligated to pay if the defaulting Member had not been a signatory of this Agreement.

15. Advice of Counsel.

No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Member or its representative serving on any committee or subcommittee shall act as legal counselor legal representative of any other Member, unless expressly retained by such Member for such purpose, and except for such express retention, no attorney/client relationship or fiduciary relationship is intended to be created between representatives on the Steering Committee and the Members.

16. Waiver and Release of Liability.

16.1. Waiver and Release. No Member or its representative serving on any committee or subcommittee shall be liable to any Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement.

16.2. Survival. This Section 16 shall survive the termination of this Agreement.

17. Covenant Not To Sue.

17.1. Covenant. In consideration of the mutual undertakings in this Agreement, each Member covenants not to sue the other Members or their parents, subsidiaries, affiliates, officers, directors, employees or agents with respect to any claims or liability concerning the Site or matters addressed in the ADEM Agreement, except for any claims relating to the enforcement of this Agreement or any claims reserved pursuant to the ADEM Agreement. The Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Member, former Member or Other Person of any amounts due and payable pursuant to this Agreement, or the ADEM Agreement.

17.2. Survival. This Section 17 shall survive the termination of this Agreement.

18. Notice.

All notices, bills, invoices, reports, and other communications with a Member shall be sent to

the representative designated by the Member of said Member's signature page of this Agreement. Each Member shall have the right to change its representative upon ten (10) days' written notice to the Chairperson of the Steering Committee.

19. Effective Date.

The effective date of this Agreement shall be the date first stated above.

20. Termination.

This Agreement shall terminate upon a vote of at least two-thirds of the Voting Power of the Members present in person or by proxy at an Alliance meeting called for the purpose of considering such termination.

21. Amendments.

This Agreement may be amended only by a unanimous vote of the Members or Steering Committee. Notwithstanding this provision, Sections 3.3, 5.1, 5.2, 5.3, 9, 10, 11, 16, 17, and 21 are irrevocable and not subject to amendment.

22. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

23. Entire Agreement.

This Agreement constitutes the entire understanding of the Members with respect to its subject matter and supersedes any previous agreements entered into with respect to the Site.

24. Applicable Law.

For purposes of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the State of Alabama shall be applicable, and further agree not to contest personal jurisdiction in the State or Federal Court of Alabama with respect to litigation brought for such purposes.

25. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Nature of Agreement.

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members.

27. Agreement Effective and Binding Only Upon Signature of All Members.

This Agreement shall be effective and binding upon the Members only upon the signatures of each and every Member specifically identified herein.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

E-mail: _____

Member: Alabama Department of Education

Signed: Andy Craig

Print Name: Andy Craig

Title: Deputy Superintendent

Date: 6/8/15

Designated Representative for Receipt of Notice and Invoices:

Name: Juliana Dean

Address: 5103 North Ripley Street

Montg, AL 36130

Phone: 334-242-1899

Fax: 334-242-0982

E-mail: jdean@alstate.edu

Member: Alabama Department of Transportation

Signed: John D. Cooper

Print Name: John D. Cooper

Title: Director

Date: June 8, 2015

Designated Representative for Receipt of Notice and Invoices:

Name: Legal Bureau

Address: 1409 Coliseum Blvd

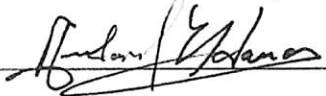
Montg AL 36111

Phone: 334 242 6350

Fax: 334 264 4359

E-mail: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

Signed: 

Print Name: Richard E. Hanan

Title: Chairman

Date: 6/10/15

Designated Representative for Receipt of Notice and Invoices:

Name: Pat Sefton

Address: P. O. Box 4539

Montgomery, AL 36103-4539

Phone: 334-532-3400

Fax: 334-532-3434

E-mail: psefton@sasserlawfirm.com

Member: Montgomery County Commission, Alabama

Signed: 

Print Name: Elton N. Dean, Sr.

Title: Chairman

Date: June 15, 2015

Designated Representative for Receipt of Notice and Invoices:

Name: Donald L. Mims, County Administrator

Address: 101 S. Lawrence St./P. O. Box 1667

Montgomery, AL 36102-1667

Phone: 334-832-1210

Fax: 334-832-2533

E-mail: donaldmims@mc-ala.org

Member: The Advertiser Company

Signed: 

Print Name: Robert C. Granfellet

Title: President + Publisher

Date: 6/10/2015

Designated Representative for Receipt of Notice and Invoices:

Name: Gary P. Gengel/Latham & Watkins, LLP

Address: 885 Third Avenue
New York, NY 10022-4834

Phone: 212-906-4690

Fax: 212-751-4864

E-mail: gary.gengel@lw.com

Member: [TO BE ADDED]

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

DEAP Site Group Proxy

1. The duly authorized representative of _____, (hereinafter the "Member") do hereby grant the Proxy of the Member to for the meeting to be held on the _____ day of _____, 20____ is hereby authorized and empowered to vote for said Member and in said Member's name and stead at such meeting (and at any adjournment thereof) on any issue, except for those issues listed below, put to a vote in accordance with the Downtown Environmental Alliance Site Participation Agreement. For those issues noted below, has no authority on behalf of the Member and must abstain from voting on the Member's behalf.

Member: _____
Date: _____
By: _____
(Name and Title)

Issues for which this proxy is not granted:

1. _____
2. _____
3. _____

EXHIBIT A

<u>Member</u>	<u>Percentage Share</u>
Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, Alabama Department of Education, and Alabama Department Transportation	30%
The Advertiser Company	20%
City of Montgomery	21.6%
Montgomery County Commission	14.4%
Water Works and Sanitary Sewer Board of the City of Montgomery	14%

AGENDA

MAY - 6 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: April 16, 2019

RE: Contract No. 51901-18B-014
Dumpster Rental & Trash Collection

I request that the attached Amendment No. 3 to Liberty Disposal, Inc. contract for dumpster rental and trash collection be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning July 1, 2019 and ending on June 30, 2020.

Liberty Disposal, Inc. would like to increase prices by 4.10% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen, General Services Director.

Attachment

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

Amendment
To
Contract # 51901-18B-014

Amendment No. 3

Contract with Liberty Disposal, Inc. for Dumpster Rental and Trash Collection is hereby extended for one (1) year, beginning July 1, 2019 and ending June 30, 2020.

Prices will increase by 4.10%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to Lease Agreement for Pike Road Library

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda a First Amendment to Lease Agreement with The Town of Pike Road for the benefit of the Montgomery City/County Library Board.

I am requesting approval of this Amendment.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") entered into effective as of the date of the last party's signature hereto (the "Effective Date") by and between The Town Of Pike Road, ("Landlord"), and The Montgomery County Commission For The Benefit Of The Montgomery City & County Library Board ("Tenant") hereby amend that certain Lease Agreement dated October 21, 2013 (the "Lease"). This First Amendment shall be incorporated into, and made a part of the Lease and all references hereinafter to the Lease shall be deemed to include this First Amendment.

RECITALS

WHEREAS, pursuant to the Lease, Tenant currently leases from Landlord approximately 5,135 rentable square feet of space located at 9583, 9585, and 9589 Vaughn Road, Pike Road, Alabama (the "Premises"); and

WHEREAS, Tenant and Landlord desire to amend certain terms of the Lease as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Tenant and Landlord mutually covenant and agree as follows:

1. In the event of a conflict between the terms and conditions of this First Amendment and the Lease, the terms and conditions of this First Amendment shall prevail.
2. All capitalized terms used in this First Amendment which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Lease.
3. **TERM.** The Term of the Lease is hereby extended to March 1, 2022 (the "Extended Term");
4. **FIXED MINIMUM RENT.** Beginning March 1, 2019, Tenant shall pay rent at the rate set forth in the Lease for the period March 2019 to March 1, 2022 of \$12.00 per foot per month. The Base Rent during the Extended Term shall be due and payable as follows:

<u>Extended Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
March 1, 2019-March 1, 2022	\$61,620.00	\$5,135.00

6. **COUNTERPARTS.** This First Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement,

and shall become a binding agreement with one or more counterparts having been executed by Landlord and Tenant. The parties agree that a facsimile signature shall be considered an original signature.

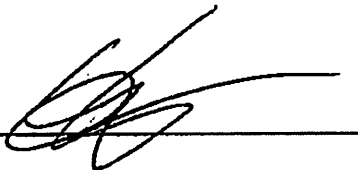
7. Except for the terms specifically addressed herein, the Premises shall continue to be governed by the terms and conditions of the Lease. The Lease is hereby ratified and affirmed and all other terms, covenants and conditions of the Lease not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Tenant and Landlord hereby execute this First Amendment as of the Effective Date.

LANDLORD:

The Town Of Pike Road

By: _____



Name: Gordon Stone

Title: Mayor

Executed: February 25, 2019

TENANT:

The Montgomery County Commission For
The Benefit Of The Montgomery City &
County Library Board

By: _____

Name: _____

Title: _____

Executed: _____, 2019

Old Lease

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (hereinafter referred to as the "Lease"), is made and entered into as of the ____ day of October, 2013, by and between **THE TOWN OF PIKE ROAD**, (hereinafter called "Landlord"), and **The Montgomery County Commission (for use as a Library)**, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord, and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, covenants and conditions set forth herein; and

WHEREAS, the parties desire to set forth their agreement in writing.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual entry into this Lease by Landlord and Tenant, the rents hereinafter reserved and all of the terms, covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. DEMISED PREMISES.

Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises identified as Bays Number 8, 9, and 10 (herein referred to as the "Demised Premises") now erected or hereinafter to be erected in the Pike Road Station Shopping Center (herein, sometimes referred to as "Shopping Center"), located in Montgomery County, State of Alabama. The Demised Premises consist of a space having a total gross leasable area of approximately 5,135 square feet, having an address of 9583, 9585, and 9589 Vaughn Road, Pike Road, Alabama. The boundaries and location of the Demised Premises are outlined in yellow on a drawing of the Shopping Center, which is attached hereto and made a part hereof and marked **Exhibit "A"**. The legal description of the Shopping Center is attached hereto and made a part hereof as **Exhibit "B"**.

Tenant shall have the rights of reciprocal access and parking in the Shopping Center, as hereinafter provided, and use of the Common Areas (as defined herein), together with all other easements, privileges, rights, tenements, appurtenances, hereditaments, and fixtures appurtenant thereto; subject however, to the limitations in Tenant's rights of use as provided herein. As used herein, the term "Common Areas" shall mean and include all areas, facilities and improvements provided from time to time for the general, common or joint use on a nonexclusive basis by Landlord and the tenants of the Shopping Center, their respective agents, employees, invitees, and customers, including, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, storm and sanitary sewer systems, signs, landscaped and vacant areas, lighting facilities, including all utilities serving the same, whether located within or outside of the Shopping Center property, except as may be otherwise designated by Landlord for the exclusive use of any tenant. The Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas. Landlord reserves the right at any time or from time to time to change the areas, locations and arrangement of parking areas and other facilities and areas within or designated as part of the Common Areas.

2. PRIMARY TERM.

The Primary Term of the Lease ("Primary Term") shall commence on the Effective Date and shall end five (5) years from the last day of the month in which the Rent Commencement Date occurs. As used herein, the term "Rent Commencement

5. FIXED MINIMUM RENT.

Tenant covenants and agrees to pay to Landlord, throughout the Primary Term of this Lease, a fixed minimum rent for the Demised Premises (herein, the "Fixed Minimum Rent"), in advance on the first day of each month during the Primary Term, at the office of Landlord or such other place and to such other person as Landlord may designate, without any setoff or deduction whatsoever, in equal consecutive monthly installments as follows:

For the Primary Term of the lease, the Fixed Minimum Rent shall be calculated at the rate of **\$12.00** per square foot of leasable area. The Fixed Minimum Rent, and assuming a total gross leasable area of 5,135 square feet, shall be payable in monthly installments of **\$5,135** each; being an annual rate of **\$61,620.00.**

The Fixed Minimum Rent shall be prorated for a fractional month if any, and the Five (5) year Primary Term of this Lease and the first Lease Year, shall be extended by any such fractional month.

As used herein "Lease Year" shall mean a period of twelve (12) full consecutive calendar months. The first Lease Year shall begin on the Rent Commencement Date hereof if the Rent Commencement Date of the Primary Term shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the first full calendar month next following the partial month in which the Rent Commencement Date occurs, and the first Lease Year shall include the additional days from such partial month. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Tenant agrees to pay as additional rental five (5%) percent of the monthly rental installment of Fixed Minimum Rent, any Additional Rent (as hereinafter defined), and any other charges due as hereinafter defined in this Lease Agreement, if the monthly rental installment of Fixed Minimum Rent, any Additional Rent or other charges, are not received by Landlord within five (5) days from the date the monthly rental installment of Fixed Minimum Rent, Additional Rent and other charges are due and payable.

6. EXTENSION TERM(S)

Landlord herein agrees that Tenant may renew this Retail Lease Agreement under terms and conditions mutually agreeable to both parties provided that Tenant has not breached any of the terms of this Retail Lease.

The terms and conditions of said renewal will remain as stated herein with one exception: The fixed minimum rent will be adjusted to the existing market rate at the time of the renewal and a new lease term will be agreed upon. Landlord will incur no expense in the event that Tenant has any dispute or disagreement with the "stated market rate". In the event that Tenant does not accept the "stated market rate" within ten (10) days of notification of the same by Landlord, then Tenant's option to extend this Lease for the renewal term shall be void and inoperable.

Tenant must make a written request for said renewal AT LEAST one hundred and eighty (180) days prior to the expiration of the Primary Term of this lease.

AGENDA

MAY - 6 2019

April 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Perry Street Parking Deck Lease Agreement and Release

Attached is a lease agreement and individual release for parking in the Perry Street Deck pending renovation. The lease agreement reflects the same terms and conditions of the existing verbal agreement. In order to continue to park in the deck, all individuals will be required to execute the individual release.

I request that the lease agreement and release be placed on the next agenda.

PARKING DECK SPACE LEASE

This Parking Deck Space Lease is entered into effective as of April 15, 2019, between the Montgomery County Commission ("Landlord") and Capell & Howard, P.C., an Alabama professional corporation ("Tenant").

1. Leasing of Spaces; Access.

(a) Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, according to the terms and conditions contained in this Lease, those ____ parking spaces identified in Exhibit "A" attached hereto, which list may be modified from time to time as provided herein, together with access to those spaces as provided for more specifically herein (the "Spaces") located in that parking deck located at 100 South Perry Street, Montgomery, Alabama (the "Deck").

(b) Tenant and its employees shall have vehicular and pedestrian access to the Spaces (i) on and through all drives and walkways located in the Deck, and (ii) through the existing doors connecting 150 South Perry Street ("Tenant's Office") to the first, second, and third floors (not the basement) of the Deck. Tenant and its employees shall not use the elevator or stairwells, which are not in serviceable condition.

2. Month-to-Month Term. The term of this Lease shall be calendar month to calendar month, commencing on April 15, 2019 and expiring when either Landlord or Tenant provides the other with 30 days' written notice of termination (the "Term"). Tenant may terminate the use and rent therefor of any Space without terminating this Lease. During the Term, Tenant shall have the option to lease additional parking spaces in the Deck from time to time subject to their availability at the same cost per Space. Upon Tenant's providing Landlord written notice of election to lease additional available parking spaces and paying the rent for each such space for the remainder of the month, those designated spaces shall become Spaces.

3. Rent. Tenant shall pay to the Landlord at its office, or such other place as Landlord may designate in writing, monthly rental installments of \$35 for each of the Spaces, commencing on April 15, 2019, and continuing on the first day of each succeeding calendar month during the Term.

4. Notice to Tenant of Landlord's Construction Plans. Landlord has informed Tenant that Landlord intends to conduct substantial construction activities in and about the Deck to include repairing or possibly demolishing and replacing the Deck.

5. **Maintenance of Deck by Landlord.** Landlord shall, at its expense, maintain the Deck in a clean operating condition. Landlord shall: (i) maintain adequate lighting on all floors, and cause the Deck to be adequately lit at all times, (ii) install an adequate number of waste disposal containers throughout the Deck and regularly remove trash therefrom, and (iii) regularly sweep and otherwise clean debris and trash in and about the Deck and parking spaces.

6. **Permitted Users of Spaces; Assignment and Subletting.** The Spaces may be used only by Tenant and its employees and may not be sub-let to or used by others without the prior written consent of Landlord.

7. **Notices and Payments.** All notices, demands, requests or other deliveries required or permitted hereunder shall be in writing and sent as provided below:

Notices and payments:
to Landlord Montgomery County Commission
 P.O. Box 1667
 Montgomery, Alabama 36102
 Attention: Florence Cauthen
 Telephone: (334) 832-1203
 Email: florencecauthen@mc-ala.org

Notices to Tenant: Capell & Howard, P.C.
 150 South Perry Street
 Montgomery, Alabama 36104
 Attention: M. Courtney Williams
 Telephone: (334) 241-8054
 Email: courtney.williams@chlaw.com

Landlord and Tenant each may change its street, telephone number, or email address by providing written notice to the other at the street or email addresses then in effect. Delivery of notice is made upon the first to occur of any of the following:

- (a) when actually received in person, if hand delivered; and
- (b) on the date of first attempted delivery by the U.S. Postal Service, if deposited in the United States Mail, certified, return receipt requested, or with a nationally recognized overnight delivery service utilizing a tracking or signed receipt system.

Delivery of rent or other payments may be by U.S. Postal Service, first class. Verbal communication (whether by telephone or otherwise) is effective as notice only when specifically permitted in this Lease.

8. General Provisions.

(a) This Lease contains the entire agreement between the parties and supersedes all prior written or oral agreements, representations and understandings regarding the leasing of the Spaces. This Lease cannot be amended except by written document executed by Landlord and Tenant.

(b) If any provision of the Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

(c) This Lease shall inure to the benefit of and shall be binding upon the Landlord, and the Tenant.

(d) This Lease may be executed and delivered electronically or by facsimile and in any number of counterparts, each of which shall be deemed to be an original. This Lease shall be deemed fully executed when the counterparts, taken together, reflect execution by all parties.

(e) The validity, construction, performance and enforcement of this Lease shall be governed by the laws of the state of Alabama.

(f) The drafting of this Lease by either Landlord or Tenant shall be disregarded in the construction and interpretation of this Lease.

(g) The section headings and captions in this Lease are for convenience only. They shall not be considered a part hereof and shall not affect in any manner the construction and interpretation of this Lease.

9. **Release by Tenant.** Tenant assumes the risks of damage to its and its employees' property located in the Deck, including its and their vehicles parked in the Deck at any time during the term of this Lease. Tenant releases Landlord and its successors and assigns from any and all liability resulting from the condition of the Deck and any construction activity occurring during the term of this Lease but not after the Term; provided, however, that none of Landlord or its contractors, subcontractors and agents is released from liability as a result of any damage to Tenant's Office.

10. **Releases by Tenant's Employees.** Tenant will submit to its employees, who desire to park in the Deck during the Term, a release in the form attached as Exhibit "B." Only those employees of Tenant who sign and deliver to Landlord such a release will be authorized to park their vehicles in the Deck.

11. **Dispute Resolution.** If a dispute arises out of or relates to this Lease or its breach, the parties shall endeavor to settle the dispute first through direct discussion 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 regarding this Lease between the Montgomery County Commission and Capell & Howard, P.C. 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 Landlord and the Tenant have each caused this Lease to be executed in its name and behalf, effective as of the date first above written.

Landlord:
MONTGOMERY COUNTY COMMISSION

Tenant:
CAPELL & HOWARD, P.C.

By: _____
Its: _____

By: _____
Its: _____

~~[To be modified to include only Tenant's Employees who Execute Releases]~~

EXHIBIT "A"

List of Spaces

EXHIBIT "B"
Form of Release by Tenant's Employees

**STATE OF ALABAMA
MONTGOMERY COUNTY**

RELEASE

1. I, _____, am an employee of Capell & Howard, P.C. (the "Firm"), currently park in the deck at 100 South Perry Street, Montgomery, Alabama (the "Deck"), and wish to continue to do so until that certain Parking Deck Space Lease (the "Lease") dated April 15, 2019 between the Firm and the Montgomery County Commission ("MCC") is terminated, which may be accomplished by either the Firm or MCC on 30 days' notice to the other.

2. I understand that MCC plans to renovate the Deck in the near future.

3. I am aware that the Deck will soon be a construction site and that construction work by the contractor and any sub-contractor may create a danger to anyone located in or about the Deck.

4. I understand the possible danger and hereby release MCC and any of its contractors, sub-contractors and employees from:

(a) Any and all liabilities of any nature resulting from or relating to the construction of the Deck during the term of the Lease; and

(b) Any and all liabilities and claims for compensation, damages, or equitable relief that may or could be asserted by me from or related to my use of the Deck during the term of the Lease.

5. I execute this Release with a full understanding of the terms contained herein.

Dated: April __, 2019.

Signature

Printed Name

• MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 5/6/19 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			24,100	22,067	0	650	4,750	51,567
NC-2019-78	City of Montgomery, BONDS	Eastwood Villa Homeowners Association for Neighborhood Improvements					2,000	2,000
			0	0	0	0	2,000	2,000
		Total Appropriations 5/6/19	24,100	22,067	0	650	2,750	49,567
		APPROPRIATED BUDGET BALANCE						
	Administrator	Date						

AGENDA

MAY - 6 2019

AGENDA

MAY - 6 2019

• MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 5/6/19 - CODE: 001-59320.494									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			23,600	46,300	63,500	30,500	49,806	213,706	
BOE-2019-51	Lanier High School	Athletics Dept., for Student Athletes Award	1,000					1,000	
BOE-2019-52	Loveless Academic Magnet Program H.S. (LAMP)	Principal's Discretionary Fund					600	600	
BOE-2019-53	Montgomery Preparatory Academy for Career Technologies High	Principal's Discretionary Fund					500	500	
BOE-2019-54	Jefferson Davis High School	Teacher's Appreciation Week		1,500				1,500	
			1,000	1,500	0	0	1,100	3,600	
		Total Appropriations 5/6/19	22,600	44,800	63,500	30,500	48,706	210,106	
		APPROPRIATED BUDGET BALANCE							
	Administrator	Date							

• MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 5/6/19 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			9,724	214,267	129,500	79,701	135,673	137,110	156,125	862,100
DR-C-2019-69	Child Protect, Inc.	Service to Children of Abuse					2,500			2,500
DR-C-2019-70	Lagoon Park Trails, Inc.	Maintain the Lagoon Park Trails							2,500	2,500
DR-C-2019-71	Riley Relief Foundation, Inc.	Missing & Exploited Individual Awareness Programs						750		750
DR-C-2019-72	Montgomery Community Action Agency	Community Service Programs				10,000				10,000
		Halcyon Summit Residential Association, Inc.					500			500
DR-NC-2019-21	City of Montgomery, BONDS									
	Total Appropriations 5/6/19		0	0	0	10,000	3,000	750	2,500	16,250
	APPROPRIATED BUDGET BALANCE		9,724	214,267	129,500	69,701	132,673	136,360	153,625	845,850
	Administrator	Date								

12-1

AGENDA

MAY - 6 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II_{II}

DATE: April 10, 2019

RE: Invitation to Bid No. 51965-19B-011
Private Data Network Probate/Revenue West

Request that approval of award on the above referenced Invitation to Bid to the lowest bidder Wide Open West, Inc., in the amount of \$900.00 per month, based on Alternate 2, be placed on a future agenda. (Copy of spreadsheet is attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

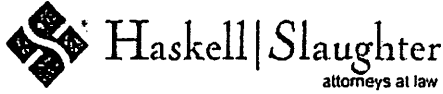
Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-19B-011				AT & T Corp. Attn: Matthew Coker 38 Washington Ave., Montgomery, AL 36108 (251)508-6094 Minority Owned Business Yes X NO		Wide Open West, Inc. Attn: Bill Guilford 7887 East Bellevue Ave. Englewood, CO 80111 Minority Owned Business Yes X NO		Cytranet Attn: Chase Nelson 61 St. Joseph Street Mobile, AL 36602 Minority Owned Business X YES NO		Charter Communications Attn: Kathleen Ciccone 12405 Powerscourt Dr. St. Louis, MO 93131 Minority Owned Business YES X NO			
DATE ISSUED: March 4, 2019													
DATE OPENED: March 25, 2019													
INFORMATION SYSTEMS													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Alternate #1												
	500 Mbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	1	\$650.00	\$650.00	\$890.00	\$890.00	\$875.00	\$875.00	\$1,312.00	\$1,312.00		
2	Alternate #2												
	1 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	1	\$750.00	\$750.00	\$900.00	\$900.00	\$1,075.00	\$1,075.00	\$1,724.00	\$1,724.00		
3	Alternate #3												
	2 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	1	\$950.00	\$950.00	\$1,035.00	\$1,035.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00		
TOTAL BID AMOUNTS													

13-2



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

T T G

MEMORANDUM

April 9, 2019

To: Donnie Mims
From: Thomas T. Gallion, III
Re: WOW! Business Customer Agreement

I have reviewed your memorandum of April 8, 2019, regarding a WOW! Business Customer Agreement regarding data services for Probate/Revenue West offices.

I have reviewed the Addendum including the Dispute Resolution language and the Indemnification. The Agreement with the Addendum is acceptable.

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

50051-317

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isalah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 8, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: WOW! Business Customer Agreement

Attached is a WOW! Business Customer Agreement regarding data services for Probate/Revenue West offices.

Also, attached is an Addendum to the WOW! Business Customer Agreement, which has our standard dispute verbiage. Please note the Indemnification clause.

Please review the documents and issue an opinion by Wednesday, April 10, 2019, as to whether the Agreement and Addendum are acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

WOWI BUSINESS CUSTOMER AGREEMENT

This WOWI Business Customer Agreement sets forth the terms and conditions under which WOWI Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOWI Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOWI", "we", "us", or "our". The Services will be provided to you by the WOWI company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

1. Subscription to Services. By signing or electronically submitting this Agreement to WOWI, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOWI either electronically or in writing, (ii) WOWI begins providing the Services described in the Service Order, or (iii) WOWI begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOWI's engineering review to determine the serviceability of the premises. If WOWI determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOWI shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOWI Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"); and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOWI Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>; and (iii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOWI Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms> from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOWI, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOWI Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOWI Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOWI makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOWI agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

3. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOWI'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOWI'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (i) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES, WOWI MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOWI MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOWI IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOWI DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOWI SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (ii) IN THE EVENT OF A NETWORK OUTAGE; OR (iii) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE, YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOWI PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOWI SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOWI PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOWI SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

4. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

5. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

6. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOWI, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

7. Directory Listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOWI for the listing service.

8. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply

during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

9. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, sit, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

10. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

11. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

12. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

13. Satisfaction Guarantee for High Speed Internet Services. If you are not satisfied with WOW!'s High Speed Internet Service and/or High Speed Internet Service bundled with Business Phone and/or Video for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the Initial Term of this Agreement (the "Cancellation Period") by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect/downgrade your High Speed Internet services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: [Signature]

Signature: _____

Date: 4/10/19

Print Name: _____

Print Name: Wiley Bishop
Title: EAE

Title: _____

Date: _____

Service Address: 3075 Mobile Hwy Montgomery AL 36108
Phone: (334) 832-1229

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include automated calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management/>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN #

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

Owner of Property: Legal Name _____ Property Address 3075 Mobile Hwy Montgomery, AL 36108	Operator: WOW! Internet, Cable and Phone ("Operator" or "WOW!") Corporate Office Address 7887 E Belleview Ave Ste 1000 Eaglewood, CO 80111-6907 Division Address 770 N Eastern Blvd, Montgomery AL, 36117
---	--

WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: Wiz Bstop

Signature: [Signature]

Title: EAL

Date: 4/11/19

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

BUSINESS SERVICE ORDER**BUSINESS:** County Commission Annex I**Phone:** (334) 241-2610**Date:** 3/27/2019**CONTACT:** Larry Kennedy**Fed Tax ID:****Quote #:** OPP-565729**PHYSICAL ADDRESS**100 South Lawrence Street
Montgomery Alabama 36104**BILLING ADDRESS**Po Box 1667
Montgomery Al. 36102**CONTRACT TERM**

36 month(s)

SALES REPWiley Bishop
(334) 356-1179
wiley.bishop@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00
Ethernet - 1Gbps	Ethernet Connection - 1Gbps	New	1	\$450.00	\$0.00	\$450.00
Total:					\$ 0.00	\$ 450.00
Pricing subject to approval after internal review					Total:	\$ 0.00
						\$ 450.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

ADDENDUM TO
WOW! BUSINESS CUSTOMER AGREEMENT

THIS ADDENDUM to the WOW! Business Customer Agreement is executed on or as of this 4th day of April, 2019 (the "Effective Date") and shall modify the WOW! Business Customer Agreement, including the Business Service Order form (the "Agreement") dated April 4th, 2019 between the local operating subsidiary of WOW! Internet, Cable and Phone ("WOW!") and Montgomery County (the "Customer") at the 3075 Mobile Hwy and 100 S. Lawrence St, Montgomery, AL locations (the "Customer Locations".) for the 51965-19B-011 bid request.

RECITALS:

WHEREAS, WOW! and Customer entered into the Agreement on or about April 4th, 2019;
and

WHEREAS, the Parties desire to amend the Agreement, as more particularly set forth in this Addendum.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Parties agree as follows:

1. **Disputes.** 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 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
2. **Indemnification.** The successful vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
4. **Immigration Laws.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of

Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

3. Other Terms, Conditions and Policies. Except as specifically revised hereby, the provisions of the Agreement shall remain the same and in full force and effect.
4. Conflict. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Addendum on the date(s) set forth below, to be effective as of the Effective Date.

CUSTOMER:

(Print Name and Title)

(Signature)

Date: _____

WOW! INTERNET, CABLE AND PHONE:

Wiley Bishop
(Print Name and Title)

Wiley Bishop
(Signature)

Date: 4/4/19

BUSINESS SERVICE ORDER**BUSINESS:** Montgomery County
Commission_Clone**Phone:** (334) 832-1229**Date:** 3/27/2019**CONTACT:** Larry Kennedy**Fed Tax ID:** 25-0000000**Quote #:** OPP-496505**PHYSICAL ADDRESS**3075 Mobile Hwy
Montgomery AL 36108**BILLING ADDRESS**100 SOUTH LAWRENCE
STREET
MONTGOMERY AL 36104**CONTRACT TERM**

36 month(s)

SALES REPWiley Bishop
(334) 356-1179
wiley.bishop@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00
Ethernet - 1Gbps	Ethernet Connection - 1Gbps	New	1	\$450.00	\$0.00	\$450.00
Total:					\$ 0.00	\$ 450.00
Pricing subject to approval after internal review					Total:	\$ 0.00 \$ 450.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Authorized Funding for Paving Driveway at County Maintenance Shop

The Montgomery County Commission, at its meeting on April 22, 2019, agreed to place on the next agenda funding to pave the gravel driveway into the new maintenance shop property located on Terminal Road, which has a cost of \$9,100.

I am requesting authorization for funding from Fund Balance of the Road and Bridge Fund in the amount of \$9,100.

DLM/tn

A COUNTY OLDER THAN THE STATE

MAY - 6 2019

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

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Budget Change Request regarding Travel/Training Budget

The County Commission has a Travel & Training Budget of \$25,000 and we have authorized travel requests utilizing all of these funds. We have two remaining conferences for Commissioners to attend which is the July 2019 NACo Conference in Las Vegas and the August 2019 ACCA Annual Conference in Orange Beach.

The projected cost per attendee to the NACo Conference is \$1,928 and Vice Chairman Walker and Commissioner Harris plan to attend.

The projected cost of the ACCA Annual Conference with all Commissioners attending is \$5,056.

I am requesting to place on the next agenda a Budget Change Request for Travel & Training in the amount of \$8,900 to cover these estimated expenses. Please let me know if you have any other conferences to attend.

Should you have any questions, please contact me.

DLM/tn

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 14

AGENDA

MAY - 6 2019

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 4/22/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/25/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	303,125	42,500	345,625
Fund Balance	001.35900		(42,500)	(42,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 303,125	\$ 0	\$ 303,125

JUSTIFICATION: To budget for an appropriation to the Montgomery Area Chamber of Commerce for funding the 2019 Buckmasters Expo.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 8

AGENDA

MAY - 6 2019

DEPARTMENT: Engineering REQUESTED BY: George Speake 04/23/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/24/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dumpster Service	111-53200.248	700	500	1,200
Road Const & Main Supplies	111-53700.213	12,030	(500)	11,530
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 12,730	\$ 0	\$ 12,730

JUSTIFICATION: To realign budget for Dumpster Service.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3

MAY - 6 2019

DEPARTMENT:	<u>Probate - Elections</u>	REQUESTED BY: Judge Steven Reed	4/11/19
		<u>Elected Official/Dept. Head</u>	<u>Date</u>

FINANCE REVIEW:	REVIEWED BY:	Sherrill Thomas	4/16/19
		Finance Director	Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

COUNTY COMMISSION APPROVAL:

Administrator

Date _____

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51913.115	0	35,000	35,000
Election Workers' Fees	001-51913.175	0	65,000	65,000
Voting Equipment Delivery	001-51913.183	0	30,000	30,000
Othe Misc. Suppplies	001-51913.219	0	125,000	125,000
Bldg and Land Rentals	001-51913.221	0	4,000	4,000
Postage	001-51913.252	0	2,500	2,500
Advertising	001-51913.253	0	10,000	10,000
Mileage	001-51913.260	0	750	750
Contract Services	001-51913.304	0	2,500	2,500
State Reimbursement	001-40000.44232	0	(201,750)	(201,750)
Fund Balance	001.35900		(73,000)	(73,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To provide for expenses related to the House District 74 Special Election cycle.
Expected reimbursement of \$201,750 leaves net cost to County of \$73,000.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

MAY - 6 2019

DEPARTMENT: Probate Judge REQUESTED BY: Steven Reed 4/22/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/30/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dumpster	001-51300-248	1,700	1,000	2,700
Postage	001-51300-252	128,806	(1,000)	127,806
Supplies	001-51300-211	61,257	15,255	76,512
Bank Fees	001-51300-329	32,000	(7,500)	24,500
Admin	001-51300-499	10,000	(7,755)	2,245
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 233,763	\$ 0	\$ 233,763

JUSTIFICATION: Realigning budget to cover resupplying costs for new tag office printers used for print on demand.
Back-up ink cartridges, imaging drums, and printer stands.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

MAY - 6 2019

DEPARTMENT: Sheriff's Office REQUESTED BY: D. Cunningham 4/25/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: S. Thomas 4/25/19
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 (Fleet)	001-51990.110	62,031	58,523	120,554
Retirement	001-51990.121	6,924	5,833	12,757
Health Insurance	001-51990.122	18,000	18,000	36,000
Life Insurance	001-51990.123	127	133	260
Social Security	001-51990.124	4,747	4,497	9,244
Workers Compensation	001-51990.125	622	587	1,209
Salaries (Sheriff)	001-52110.110	9,006,506	(58,523)	8,947,983
Retirement	001-52110.121	855,541	(5,833)	849,708
Health Insurance	001-52110.122	1,539,000	(18,000)	1,521,000
Life Insurance	001-52110.123	16,935	(133)	16,802
Social Security	001-52110.124	703,343	(4,497)	698,846
Workers Compensation	001-52110.125	91,076	(587)	90,489
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 12,304,852	\$ 0	\$ 12,304,852

JUSTIFICATION: To reclassify Fleet Maintenance Shop employee salaries and benefits from the Sheriff budget to the Fleet Maintenance Shop budget.

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

AGENDA

MAY - 6 2019

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Authorization of Lateral Transfer Rules for Deputy Sheriff Hires

During the last Commission meeting, Sheriff Cunningham discussed adjustments to the County Public Safety Pay Plan. After discussion, the Commission agreed to place on the next agenda consideration to approve lateral transfer rules for Deputy Sheriff PSI hires as presented in the attached memorandum from Sheriff Cunningham on April 3, 2019.

His memo stated the following:

- Approve Later transfer rules for Deputy Sheriff PSI hires.

Less than 2 years and out-of-state transfer	Step 6
More than 2 years, less than 5 years	Step 7
More than 5 years, less than 10	Step 8
More than 10 years	Step 9

I am requesting that the County Commission approve these proposed lateral transfer rules. If this is approved, it will be submitted to the Montgomery City-County Personnel Board for their review and approval.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Donald Mims
Administrator

FROM: Derrick Cunningham
Sheriff

DATE: April 3, 2019

RE: County Public Safety Pay Plan

As previously discussed, I am requesting that the Commission approve changes to the County Public Safety Pay Plan to keep the department competitive with other law enforcement agencies. The proposed changes are below:

- Increase the beginning steps for County officers

		Current	Proposed
Deputy Sheriff Corporal	PS2	44,460	45,754
Deputy Sheriff Sergeant	PS3	49,393	54,122
Deputy Sheriff	PS4	54,436	63,123
Lieutenant Deputy	PS5	61,226	73,335
Sheriff Captain	PS6	69,064	85,545
Deputy Sheriff Major			
Asst. Chief Deputy Sheriff	A12/PS6	69,237	85,545

- Approve Lateral transfer rules for Deputy Sheriff PSI hires.

Less than 2 years and out-of-state transfer	Step 6
More than 2 years, less than 5 years	Step 7
More than 5 years, less than 10	Step 8
More than 10 years	Step 9
- Approve moving the Assistant Chief Deputy Sheriff position to the Public Safety pay plan grade PS6 with \$5,000 assignment pay.

Attached are copies of the current County Public Safety Pay Plan and the proposed pay plan.

The proposed changes affect 16 employees because most County officers are already paid above the proposed minimum. The cost of the changes to the current 2019 budget is approximately \$32,300.

I appreciate your thoughtful consideration of this request.

MONTGOMERY COUNTY
PUBLIC SAFETY PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

Grayed out steps are not used

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade PST	38,236 1470.61 18,3826														
Grade PS1	34,575 1329.82 16,6228	35,796 1376.78 17,2097	37,015 1423.66 17,7957	38,236 1470.61 18,3826	39,456 1517.55 18,9694	40,677 1564.49 19,5561	41,897 1611.43 20,1429	43,118 1658.37 20,7296	44,338 1705.31 21,3164	45,557 1752.21 21,9026	46,778 1799.15 22,4894	47,998 1846.09 23,0761	49,219 1893.03 23,6629	50,440 1939.99 24,2499	51,661 1986.95 24,8369
Grade PS2	36,689 1411.12 17,6390	37,985 1460.94 18,2618	39,279 1510.72 18,8840	40,575 1560.56 19,5070	41,869 1610.33 20,1291	43,164 1660.16 20,7520	44,460 1709.99 21,3749	45,754 1759.76 21,9970	47,050 1809.60 22,6200	48,344 1859.38 23,2422	49,639 1909.19 23,8649	50,934 1958.98 24,4873	52,229 2008.80 25,1100	53,523 2058.56 25,7320	54,816 2108.32 26,3540
Grade PS3	44,664 1717.86 21,4732	46,240 1778.46 22,2307	47,816 1839.09 22,9886	49,393 1899.72 23,7465	50,969 1960.34 24,5043	52,546 2020.99 25,2624	54,122 2081.62 26,0202	55,699 2142.26 26,7782	57,275 2202.89 27,5361	58,851 2263.51 28,2939	60,428 2324.16 29,0520	62,003 2384.74 29,8093	63,580 2445.38 30,5672	65,156 2506.02 31,3252	66,733 2566.66 32,0832
Grade PS4	49,225 1893.26 23,6658	50,962 1960.07 24,5009	52,699 2026.90 25,3362	54,436 2093.70 26,1713	56,174 2160.54 27,0067	57,911 2227.35 27,8419	59,648 2294.15 28,6769	61,385 2360.98 29,5122	63,123 2427.80 30,3475	64,860 2494.61 31,1826	66,597 2561.42 32,0178	68,335 2628.26 32,8532	70,073 2695.11 33,6889	71,810 2761.91 34,5239	73,547 2828.71 35,3589
Grade PS5	57,188 2199.54 27,4943	59,207 2277.18 28,4647	61,226 2354.84 29,4355	63,244 2432.46 30,4057	65,262 2510.10 31,3762	67,281 2587.71 32,3464	69,299 2665.34 33,3167	71,317 2742.96 34,2870	73,335 2820.59 35,2574	75,353 2898.26 36,2283	77,373 2975.87 37,1984	79,391 3053.50 38,1688	81,409 3131.12 39,1390	83,427 3208.72 40,1090	85,444 3286.32 41,0790
Grade PS6	66,709 2565.74 32,0717	69,064 2656.30 33,2038	71,418 2746.85 34,3356	73,772 2837.39 35,4674	76,127 2927.98 36,5997	78,481 3018.51 37,7314	80,836 3109.07 38,8634	83,191 3199.64 39,9955	85,545 3290.18 41,1273	87,899 3380.72 42,2590	90,254 3471.31 43,3914	92,608 3561.84 44,5230	94,984 3653.23 45,6654	97,318 3742.99 46,7874	99,672 3833.55 47,9194
Grade PS7	79,348 3051.86 38,1482	82,149 3159.58 39,4947	84,949 3267.29 40,8411	87,750 3374.99 42,1874	90,550 3482.70 43,5338	93,351 3590.42 44,8802	96,152 3698.14 46,2267	98,952 3805.85 47,5731	101,752 3913.55 48,9194	104,553 4021.27 50,2659	107,353 4128.98 51,6122	110,154 4236.69 52,9586	112,955 4344.42 54,3052	115,754 4452.10 55,6512	118,554 4559.78 56,9972

Lateral Deputy Sheriff Transfers

- Less than 2 years and out-of-state transfer Step 6
- More than 2 years, less than 5 years Step 7
- More than 5 years, less than 10 Step 8
- More than 10 years Step 9

Assistant Chief Deputy Sheriff is compensated as the same pay scale as Major with assignment pay in the range of \$5,000 - \$10,000 per year depending on the duties assigned

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PROPOSED PAY PLAN

MAY - 6 2019

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Support Services

DEPARTMENT HEAD: Lamar Allen

SUPERVISOR: Lamar Allen

POSITION INFORMATION:

Position Title Maintenance Mechanic

Position Number TBD

Pay Grade S09 Pay Range \$34,109-\$50,965

Proposed Effective Date April 29, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To request an additional Maintenance Mechanic position for Support Services and unallocate the Service Maintenance Worker III position currently in the SS budget. This position will better provide the skills needed to manage County property.

Lamar Allen
Department Head

Date 4/17/2019

FINANCIAL IMPACT:

The 2019 budget includes \$46,966 for the the Service Maintenance Worker III. The annual cost of the Maintenance Mechanic is approximately \$50,000. Vacancy savings will cover the additional expense in the 2019 budget. Comparing starting pay and benefits for each position could potentially increase subsequent budgets by \$10,600 annually.

Sherrill Thomas
Finance Director

Date 4/17/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

MAY - 6 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419035 (Replace J Turner)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date May 20, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 04/25/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/26/2019

Sherrill Thomas

Finance Director

Date 04/29/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

MAY -6 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419151(Replace T. Crumpton)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date May 20, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 4/22/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/22/2019

Sherrill Thomas

Finance Director

Date 04/24/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

MAY - 6 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419217(Replace C Sudderth)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date May 20, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 04/29/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/29/2019

Sherrill Thomas

Finance Director

Date 04/29/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

MAY - 6 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D3
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 630551021 - Replacing D Griffin
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date May 6, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date April 18, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/18/2019
 Employee Benefit Manager

Sherrill Thomas Date 04/18/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

MAY - 6 2019

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Administrative Support Associate

Position Number 750013013

Pay Grade A03 Pay Range \$ 25,630- 38,294

Proposed Effective Date May 6, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed

Department Head

Date 4/18/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/18/2019

Sherrill Thomas

Finance Director

Date 04/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY - 6 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
DEPARTMENT HEAD: Judge Steven L. Reed
SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk
Position Number 750016050
Pay Grade A04 Pay Range \$ 28,765- 42,978
Proposed Effective Date May 6, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 4/18/19
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/18/2019
Employee Benefit Manager

Sherrill Thomas Date 04/18/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA

MAY - 6 2019

Date: April 15, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Las Vegas, NV
Departure Date: July 11, 2019 Return Date: July 16, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the NACo 84th Annual Conference

Traveler (s) Name: 1. Ronda Walker 4. _____
2. Dan Harris 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,855.26 Advance Registration Required: \$980.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration-\$980.00 Hotel-\$1293.76 Flights-\$981.50 Meals-\$600.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$3,855.26 and advance registration of \$980.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$33,900.00</u>
Approved Requests:	<u>\$24,927.26</u>
Budget Available:	<u>\$8,972.74</u>
Current Requests:	<u>\$3,855.26</u>
Budget Balance:	<u>\$5,117.48</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/16/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 32

AGENDA

MAY -6 2019

Date: April 15, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Anniston, AL
Departure Date: 05.28.2019 Return Date: 06.01.2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Center for Domestic Preparedness

Traveler (s) Name: 1. Jamie Flowers 4. Robert Irsik
2. Wesley Glover 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$25,025.00</u>	
Budget Available:	<u>\$14,975.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$14,875.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/25/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 33

AGENDA

MAY -6 2019

Date: April 24, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Biloxi, MS
Departure Date: 07.15.2019 Return Date: 07.19.2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend 2019 State DARE Conference

Traveler (s) Name: 1. Kofee Anderson 4. _____
2. Jordan Ivey 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$398.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$398.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$25,025.00</u>	
Budget Available:	<u>\$14,975.00</u>	
Current Requests:	<u>\$2,100.00</u>	
Budget Balance:	<u>\$12,875.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/25/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 34

AGENDA

MAY - 6 2019

Date: April 24, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: July 7, 2019 Return Date: July 11, 2019
Conference Leave (Days / Hours): 4 days
Purpose of Travel: attend ASA Summer Training Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. Jail Person
2. Gayle Atchison 5. Deputy #1
3. Jon Briggs 6. Deputy #2

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

Total (est.) Cost: \$6,800.00 Advance Registration Required: \$1,950.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$6,800.00 and advance registration of \$1,950.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$25,025.00</u>	
Budget Available:	<u>\$14,975.00</u>	
Current Requests:	<u>\$8,900.00</u>	
Budget Balance:	<u>\$6,075.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/25/2019

cc: Finance Director / Buyer

25-4

Montgomery County Commission
Travel / Training Request Approval
Request # 35

AGENDA

MAY - 6 2019

Date: April 24, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: 05.21.2019 Return Date: 05.22.2019
Conference Leave (Days / Hours): 2 Day
Purpose of Travel: attend LECC Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. Trent Beasley
2. Michael Morrow 5. _____
3. Marshawn Garrner 6. _____

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

Total (est.) Cost: \$900.00 Advance Registration Required: \$300.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$900.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$25,025.00</u>
Budget Available:	<u>\$14,975.00</u>
Current Requests:	<u>\$9,800.00</u>
Budget Balance:	<u>\$5,175.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/25/2019

cc: Finance Director / Buyer

25-5

Montgomery County Commission
Travel / Training Request Approval

Request # 36

AGENDA

MAY - 6 2019

Date: April 26, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Glynco, GA
Departure Date: 06.09.2019 Return Date: 06.15.2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Active Shooter Threat Instructor Training Program

Traveler (s) Name: 1. Brian Fullard 4. _____
2. Josh Henry 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$25,025.00</u>	
Budget Available:	<u>\$14,975.00</u>	
Current Requests:	<u>\$10,000.00</u>	
Budget Balance:	<u>\$4,975.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/26/2019

cc: Finance Director / Buyer

25-6

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

MAY - 6 2019

Date: April 26, 2019
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: June 17, 2019 Return Date: June 21, 2019
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend ADAA 2019 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$425.00 Advance Registration Required: \$425.00
Department Name: District Attorney Fund Name: 001-51261.265
Additional Comments: Request is only for registration fee and mode of transportation.

To: Daryl D. Bailey, District Attorney
From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$425.00 and advance registration of \$425.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51261.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,000.00</u>
Approved Requests:	<u>\$3,548.00</u>
Budget Available:	<u>\$452.00</u>
Current Requests:	<u>\$425.00</u>
Budget Balance:	<u>\$27.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/29/2019
cc: Finance Director / Buyer

25-7

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

MAY - 6 2019

Date: 04/29/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)
Departure Date: 06/12/2019 Return Date: 06/13/2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend CGEI Ethics For Public Officials & Employees Class.
Qualifies for 12 CPE Hours Toward Employee's Initial CCRO Certification.
Sponsored by the ACCA & Requirement for CCRO Certification.

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

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

Total (est.) Cost: \$252.12 Advance Registration Required: \$185.00
Department Name: Tax & Audit Fund Name: 001-51800-265
Additional Comments: Registration \$185. Mileage \$37.12. Meals \$30. Lodging \$0.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$252.12 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$5,236.38</u>
Budget Available:	<u>\$7,613.62</u>
Current Requests:	<u>\$252.12</u>
Budget Balance:	<u>\$7,361.50</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/29/2019
cc: Finance Director / Buyer

25-8

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

MAY - 6 2019

Date: April 29, 2019
To: Donald L. Mims, Administrator
From: Myrtle Singleton
Re: Approval for the following travel:

Destination: Marriott Legends Hotel and Conference Center, Prattville, AL
Departure Date: June 12, 2019 @ 10:00 am Return Date: June 13, 2019 @ 3:00 pm
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: CGEI Ethics for Public Officials and Employees

Traveler (s) Name: 1. Khristie Davis 4. _____
2. Cynthia Hill 5. _____
3. Tammy Turner 6. _____

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

Total (est.) Cost: \$666.36 Advance Registration Required: \$555.00
Department Name: Purchasing Fund Name: General
Additional Comments: Registration: \$555.00, Mileage: \$111.36

To: Myrtle Singleton
From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$666.36 and advance registration of \$555.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51900.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$1,200.00</u>	
Approved Requests:	<u>\$444.24</u>	
Budget Available:	<u>\$755.76</u>	
Current Requests:	<u>\$666.36</u>	
Budget Balance:	<u>\$89.40</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/30/2019
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

MAY - 6 2019

Date: 4-26-2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: MAY 9, 2019 Return Date: May 9, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2019 ASDC Data Conference

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$279.28 Advance Registration Required: \$50.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$154.28; Hotel: \$0.00; Meals: \$75.00
Registration: \$50.00
TOTAL EST. COST: \$279.28

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

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$279.28 and advance registration of \$50.00 is authorized.

To be completed by the Finance Department		
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>\$15,613.36</u>	
Budget Available:	<u>\$14,386.64</u>	
Current Requests:	<u>\$279.28</u>	
Budget Balance:	<u>\$14,107.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/29/2019

cc: Finance Director / Buyer

25-10

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

MAY - 6 2019

Date: 05-01-2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: West Palm Beach, FL
Departure Date: June 23, 2019 Return Date: June 28, 2019
Conference Leave (Days / Hours): 5 Day
Purpose of Travel: IAAO Course 201

Traveler (s) Name: 1. J'Varra McCall-Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,275.00 Advance Registration Required: \$385.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Airfare:\$400.00 Meals: \$450.00 Lodging:\$960.00
Registration: \$385.00 Ground Transportation 80.00
TOTAL EST. COST: \$2275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,275.00 and advance registration of \$385.00 is authorized.

To be completed by the Finance Department		
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>\$15,613.36</u>	
Budget Available:	<u>\$14,386.64</u>	
Current Requests:	<u>\$2,554.28</u>	
Budget Balance:	<u>\$11,832.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/1/2019

cc: Finance Director / Buyer

25-11

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

MAY - 6 2019

Date: 05-01-2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Baton Rouge, LA
Departure Date: May 19, 2019 Return Date: May 24, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO Course 201: Appraisal of Land

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

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

Total (est.) Cost: \$2,151.00 Advance Registration Required: \$470.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: \$426.00 Meals: \$450.00 Lodging: \$805.00
Registration: \$470.00
TOTAL EST. COST: \$2151.00

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

The above request is app. 5/6/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,151.00 and advance registration of \$470.00 is authorized.

To be completed by the Finance Department		
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>\$15,613.36</u>	
Budget Available:	<u>\$14,386.64</u>	
Current Requests:	<u>\$4,705.28</u>	
Budget Balance:	<u>\$9,681.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/1/2019
cc: Finance Director / Buyer

25-12

Resolution

WHEREAS, Mr. Dimitrios Gus Polizos was born on August 14, 1950, in Montgomery, Alabama, to Kiki Hiras Polizos and the late Gus V. Polizos; and

WHEREAS, he graduated from Troy State University with a degree in business; and

WHEREAS, he was a devoted husband to his beloved wife, Dorothy Ann Gibbons Caver Polizos, a loving father to his three children, Kiki Kipreos (Nikolaos), Pete Polizos (Ashli) and Dean Polizos and a beloved grandfather to his five grandchildren, Eleni Kipreos, Stefanos Kipreos, James Polizos, Andrew Polizos and Adelyn Polizos; and

WHEREAS, he was a lifelong member of the Greek Orthodox Church of the Annunciation; and

WHEREAS, Rep. Polizos' interest in owning a small business combined with his passion for the food service industry led him to follow in his father's footsteps in the restaurant business. He owned several food establishments over a span of 44 years, including The Pub in Montgomery Mall, Capitol Grill, and finally Mr. Gus' on Atlanta Highway which he opened in 2003; and

WHEREAS, he had a servant's heart and followed his calling to help others by serving as District 3 Montgomery County Commissioner from 2004-2013; and

WHEREAS, during his years as Commissioner, Mr. Polizos worked tirelessly to improve the lives of Montgomery County citizens. While Commissioner, he was an advocate for refurbishing the former Montgomery Advertiser building, now Courthouse Annex III and home to the County Commission office; and

WHEREAS, he went on to serve the state as State Representative for House District 74 from 2013 until his death; and

WHEREAS, in the House he served as vice-chair of the Small Business and Commerce Committee. Rep. Polizos was known as a conservative who was watchful of tax dollars and a man of honor who cared deeply for his family and constituents; and

WHEREAS, he was a lifelong member of the Order of AHEPA (American Hellenic Educational Progressive Association) where he served in the past as President and District Governor. AHEPA is a philanthropic organization supporting many national projects including the AHEPA National Housing Corporation, one of the largest providers of affordable housing for the elderly with 95 apartment communities in 21 states. Rep. Polizos served on the board for the AHEPA Penelope Apartments in Hoover, Alabama, and as President of the AHEPA Chapter 23 Senior Apartments in Montgomery. As part of his duties, he served on the Board of Directors for the AHEPA National Housing Corporation; and

WHEREAS, Mr. Polizos transitioned from his earthly home into eternal joy and peace on March 27, 2019, at the age of 68.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Commissioner and Representative Dimitrios Polizos, acknowledge his many contributions to Montgomery County and its citizens, and express our condolences to his family.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 6th day of May, 2019.