

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
OCTOBER 5, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Central Alabama Aging Consortium, for Pintlala Seniors Over 60 program.

Vice Chairman Harris requested a \$3,000 miscellaneous appropriation from his account to Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for elementary, middle, and senior high school students.

Commissioner Walker requested a \$500 miscellaneous appropriation from her account to Women of Hope, for program services.

Commissioner Williams requested a \$5,000 miscellaneous appropriation from his account to All Collaborating to Serve Community Development Corporation (ACTS CDC), for community development.

Commissioner Williams requested a \$5,000 miscellaneous appropriation from his account to Madison Park Community Re-union Organization, for educational and recreational activities that will enhance the quality of life for the Madison Park community.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Flatwood Community, with funding to promote the community enhancement and beautification programs/projects.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Coosada Ferry Neighborhood, with funding to promote the community enhancement and beautification programs/projects.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Brookview Estates Neighborhood, with funding to promote the community enhancement and beautification programs/projects.

Vice Chairman Harris requested a \$1,200 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Green Acres Neighborhood, with funding to promote the community enhancement and beautification programs/projects.

Vice Chairman Harris requested a \$2,000 miscellaneous appropriation from his account to Alabama State University, for the WVAS FM Radio Veteran's Initiative.

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Alabama State University, for Topical Pathology and Infectious Disease Association's 2015 Medical Internship to help ASU biomedical students gain unprecedented hands-on experiences in the Amazon Basin Region of Peru.

Commissioner Walker requested a \$1,000 miscellaneous appropriation from her account to BOE, Dalraida Elementary School, for playground equipment.

The Commission agreed to add these items to the miscellaneous appropriations.

PRESENTATION BY MANAGING DIRECTOR EMILY FLOWERS WITH THE CLOVERDALE PLAYHOUSE

Managing Director Emily Flowers with the Cloverdale Playhouse briefed the Commission regarding the program and requested funding. The Commission agreed to have further discussion regarding the funding.

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

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding services to Montgomery County Commission by Central Alabama Regional Planning and Development Commission. Mr. Clark updated the Commission regarding grants for Montgomery County. The Commission agreed that, in the future, they would pay the current annual membership fee to CARPDC, but not any higher membership fees. Chairman Dean requested an annual report from the Grant Writers for the whole CARPDC service area. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$13,670 on the next agenda. (Copies of Briefing Materials, Agenda Pages 16-1 through 16-6, are attached to these Minutes.)

PRESENTATION BY CIRCUIT JUDGE JOHNNY HARDWICK AND EXECUTIVE DIRECTOR JOHN ROPER WITH THE LIGHTHOUSE COUNSELING CENTER, INC.

Circuit Judge Johnny Hardwick and Executive Director John Roper with the Lighthouse Counseling Center, Inc., briefed the Commission regarding the drug treatment program in the Montgomery County Jail. Judge Hardwick stated that Lighthouse Counseling Center will no longer be able to provide this service due to a lack of funding and requested \$60,000 to keep this program operational in the jail. After discussion, including comments by Sheriff Derrick Cunningham, the Commission agreed to place a Budget Change Request in the amount of \$60,000 for this program on the next agenda.

PRESENTATION BY ADJUTANT GREG AKERS WITH THE AMERICAN LEGION DEPARTMENT OF ALABAMA

Adjutant Greg Akers with The American Legion Department of Alabama briefed the Commission regarding the 2015 Veteran's Day Parade/Festivities. After discussion, the Commission agreed to authorize a Budget Change Request in the amount of \$4,500 for this event.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a project that he has been working on for the County and the City involving cyber technology and resources that would make the River Region a more attractive option for technology leaders. Mr. Ialacci requested \$65,000 for the project, which would be 40% (the County's portion) of the total cost. After discussion, the Commission agreed to place a Budget Change Request to use unspent funds from in the Information Systems FY 2015 department budget in the amount of \$65,000 for this project on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE AND ASSISTANT COUNTY ENGINEER JAMES KELLEY

County Engineer George Speake briefed the Commission regarding Position Fill Requests for County Road Equipment Operator I, Position Number 620551022, County Road Equipment Operator I, Position Number to be determined and County Road Equipment Operator II, Position Number 660552002. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY DIRECTOR CALVIN BROWN

Montgomery City/County Emergency Management Agency Director Calvin Brown briefed the Commission regarding the revised Montgomery City/County Emergency Operations Plan (EOP), published August 2015. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Stallings & Sons, Inc., regarding the Montgomery County Courthouse HVAC and fire alarm replacement. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen presented Change Order Number 4 to the Agreement with Russell Construction of Alabama, regarding renovations & alterations to the Montgomery County Courthouse – Annex I, District Attorney & Child Support suites. After discussion, the Commission agreed to waive rules and add this item to the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean presented a letter to the Poarch Band of Creek Indians regarding the allocation of the funds that the County received. Chairman Dean suggested that a portion of these funds be appropriated to the Cloverdale Playhouse. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$10,000 for the Cloverdale Playhouse to the agenda.

Chairman Dean suggested that \$100,000 of the funds provided by the Poarch Band of Creek Indians be allocated to the Youth City Center and programs. After discussion, the Commission agreed to a Budget Change for this Center.

Commissioner Williams inquired as to what the County was doing for the Alabama National Fair this year. Public Affairs Director DiDi Henry responded that the County Commission will have a booth this year and will have candy and pens and magnets with the Montgomery County Commission logo on them. Vice Chairman Harris stated that he would like to be close to the Sheriff's Office booth. Ms. Henry stated that the booths near the Sheriff's Office have already been reserved, but the Commission booth would be located near the entrance to the Midway.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding an Invitation to Bid to Sea Cost Disposal for clean Saturday refuse collection service, Bid Number 51100-15B-033. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Gulf State Distributors for leather and accessories for the Sheriff's Office, Contract Number 52110-14B-026. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Azar's Uniforms, Inc., for Sheriff's Office uniforms, Contract Number 52110-14B-025. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding payment of the 2015-2016 Membership Dues to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims, Deputy Administrator Florence M. Cauthen and Director of Risk Management Scott Kramer. He noted that the dues are the same as the current year, which is \$50.00 per person. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Position Fill Requests for Corrections Officer Trainees/ Corrections Officers, Position Numbers 82 and 180 from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Maintenance Mechanic, Position Number 260748051, from Support Services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Clerk Typist II, Position Number 900012009, from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding renewing the annual Contract Agreement with Crosby Drinkard Group, LLC, for governmental affairs representation/consulting services. Administrator Mims noted that he had discussed the Contract renewal for 2016 with Chairman Dean and Chairman Dean would like the Commission to consider an increase of \$15,000 to the Contract of \$52,500. After discussion, the Commission agreed to place this Contract in the amount of \$67,500 on the next agenda.

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, briefed the Commission regarding his legal opinions concerning the allocation of County taxes to the Pike Road Board of Education. He also agreed with FY2015-2016 Percentage Distribution of Countywide School Taxes in Montgomery County as recommended by State Superintendent of Education Thomas R. Bice. Finance Director Sherrill Thomas presented a proposed letter to Pike Road Board of Education Chief School Financial Officer Dustin Daehn concerning the distribution of educational sales and motor fuel taxes. After discussion, the Commission agreed to issue the letter to the Pike Road Board of Education regarding the distribution of these taxes. (Copies of Legal Opinions, Letter from State Superintendent of Education Thomas R. Bice and Letter to Pike Road Board of Education, Agenda Pages 17-1 through 17-4 are attached to these Minutes.)

DISCUSSION BY THE COMMISSION

Commissioner Williams informed his fellow Commissioners that Have a Heart 4 Children has requested funding for their 2015 annual holiday event. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$3,000 for this event on the next agenda and to fund it from Donation Revenue.

Chairman Dean recognized Chief Joseph Hardy, who requested funding for the Military Order of the Purple Heart of the USA for Alabama Veteran's Programs. No action was taken by the Commission.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Walker.

The Pledge of Allegiance was led by Commissioner Williams.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of September 21, 2015. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable and Payroll Checks Authorization for approval.

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

NEW BUSINESS

APPRAISAL DEPARTMENT – APPROVED AGREEMENT WITH PICTOMETRY INTERNATIONAL CORPORATION REGARDING USAGE OF A WEB BASED APPLICATION

Administrator Mims presented the following memorandum from GIS & Cadastral Mapping Manager Todd Grant:

September 21, 2015

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner
Donnie Mims, County Administrator

FROM: Todd Grant, GIS & Cadastral Mapping Manager

SUBJECT: Agreement between Pictometry Intl. Corp. and Montgomery County Commission

Attached to this memorandum, please find the Agreement Between Pictometry International Corp. and the Montgomery County Commission. Approval of the agreement, which is respectfully requested, will allow Montgomery County employees with Pictometry Connect accounts free usage of the web based application for one year. The normal cost of the product is \$3,000.00 per year.

Thank you for your consideration.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 1-2 through 1-11, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SPONSORSHIP AGREEMENT FOR AUM'S
BUSINESS BREAKFAST SERIES 2015-2016 IN THE AMOUNT OF \$1,000

Administrator Mims presented the following memorandum:

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Sponsorship Agreement for AUM's Business Breakfast Series 2015-2016

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda a Sponsorship Agreement for AUM's Business Breakfast Series 2015-2016 in the amount of \$1,000.

I am requesting approval of this item.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter, Sponsorship Agreement, and Invoice, Agenda Pages 2-2 through 2-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY DEBORAH JEAN BROWN

Administrator Mims presented the following memorandum:

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Recognize and Deny Claim Filed by Deborah Jean Brown

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda consideration to recognize and deny a Claim filed by Attorney Martin Weinberg on behalf of Deborah Jean Brown.

I am requesting that the Commission approve this item.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter, and Notice of Claim, Agenda Pages 3-2 through 3-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2016 MEMBERSHIP DUES TO THE ASSOCIATION OF COUNTY ADMINISTRATORS OF ALABAMA (ACAA) FOR ADMINISTRATOR DONALD L. MIMS AND DEPUTY ADMINISTRATOR FLORENCE M. CAUTHEN

Administrator Mims presented the following memorandum:

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2016 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda the payment of 2016 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of ACAA Membership Application & Renewal Form, Agenda Page 4-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

October 5, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

- NC-2016-1: Alabama Cooperative Extension System, for the 2015 Natural Resources Tour - \$750; (Hall)
- NC-2016-2: BOE, Carver Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-3: BOE, Floyd Middle Magnet School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-4: BOE, Floyd Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-5: BOE, Davis Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-6: BOE, Catoma Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-7: BOE, Martin L. King Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-8: BOE, Southlawn Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-9: BOE, Southlawn Middle School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-10: BOE, Sidney Lanier High School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-11: BOE, Pintlala Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-12: BOE, Carver Senior High School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-13: BOE, Bellingrath Middle School, for Principal's Discretionary Fund - \$500; (Dean)

- NC-2016-14: BOE, MacMillan International Academy for Humanities, Communications and Technology, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-15: BOE, McKee Middle School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-16: BOE, Bear Exploration Center for Mathematics, Science and Technology, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-17: BOE, Seth Johnson Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-18: Alabama State University, Department of Athletics, for Baseball Camp, Attn: Coach Mervyl Melendez - \$500; (Dean)
- NC-2016-19: Alabama State University, Department of Athletics, for Tennis Camp, Attn: Coach Anuk Christiansz - \$500; (Dean)
- NC-2016-20: Alabama State University, Department of Athletics, for Men's Basketball Camp, Attn: Lewis Jackson - \$500; (Dean)
- NC-2016-21: Alabama State University, Department of Athletics, for Ladies' Basketball Camp, Attn: Coach Freda Freeman-Jackson - \$500; (Dean)
- NC-2016-22: Alabama State University, for Alabama State University Marching Band Camp, Attn: James Oliver - \$500; (Dean)
- NC-2016-23: Alabama State University, Department of Athletics, for Football Camp, Attn: Coach Brian Jenkins - \$500; (Dean)
- NC-2016-24: Alabama State University, Department of Athletics, for Track Camp, Attn: Coach Ritchie Beene - \$500; (Dean)
- NC-2016-25: Alabama State University, Department of Athletics, for Golf Camp, Attn: Coach Gary Grandison - \$500; (Dean)
- NC-2016-26: Alabama State University, Department of Athletics, for Volleyball Camp, Attn: Coach Penny Lucas White - \$500; (Dean)
- NC-2016-27: Alabama State University, Department of Athletics, for Soccer Camp, Attn: Coach Jodi Smith - \$500; (Dean)
- NC-2016-28: Alabama State University, Department of Athletics, for Ladies Softball Camp, Attn: Coach **Chris Steiner-Wilcoxson** - \$500; (Dean)

- NC-2016-29: Alabama State University, for Theatre Department, c/o Dr. Stewart - \$500; (Dean)
- NC-2016-30: Alabama State University, for College of Business Administration - \$500; (Dean)
- NC-2016-31: Montgomery County Sheriff's Fund, for Halloween Event - \$250; (Dean)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriations reprogramming requests be added and his fellow Commissioners concurred:

- C-2016-1: Central Alabama Aging Consortium, for Pintlala Seniors Over 60 Program - \$1,000; (Dean)
- C-2016-2: Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for Elementary, Middle, and Senior High School Students - \$3,000; (Harris)
- C-2016-3: Women of Hope, for Program Services - \$500; (Walker)
- C-2016-4: All Collaborating to Serve Community Development Corporation (ACTS CDC), for Community Development - \$5,000; (Williams)
- C-2016-5: Madison Park Community Re-union Organization, for Educational and Recreational Activities that will Enhance the Quality of Life for the Madison Park Community - \$5,000; (Williams)
- NC-2016-32: City of Montgomery, to be used by BONDS to Flatwood Community, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Williams)
- NC-2016-33: City of Montgomery, to be used by BONDS to Coosada Ferry Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Williams)
- NC-2016-34: City of Montgomery, to be used by BONDS to Brookview Estates Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Williams)
- NC-2016-35: City of Montgomery, to be used by BONDS to Green Acres Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Harris)

- NC-2016-36: Alabama State University, for the WVAS FM Radio Veteran's Initiative - \$2,000; (Harris)
- NC-2016-37: Alabama State University, for Topical Pathology and Infectious Disease Association's 2015 Medical Internship to Help ASU Biomedical Students Gain Unprecedented Hands-on Experiences in the Amazon Basin Region of Peru - \$1,000; (Dean)
- NC-2016-38: BOE, Dalraida Elementary School, for Playground Equipment - \$1,000; (Walker)

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CLERK II,
POSITION NUMBER 229

Administrator Mims presented the following memorandum:

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Clerk II, Detention Facility

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place a Position Fill Request for Clerk II, Position Number 229 from the Detention Facility on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 6-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 16, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Position Fill Requests for County Road Equipment Operator II Positions

It is respectfully requested that we be permitted to fill two County Road Equipment Operator II (CREO II) vacancies that have been created by recent promotions from CREO II to CREO III. These positions are at our District I maintenance facility located on Terminal Road.

Forwarded herewith are the position fill request forms pertaining to these vacancies. These positions will be filled by promoting from within (no new hires) and are funded in our current FY 2015 budget as well as our submitted FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 7-2 and 7-3, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK, POSITION NUMBER 750016020

Administrator Mims presented the following memorandum from the Montgomery County Probate Office:

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 9/16/15

Re: Request to fill a vacant Customer Service Clerk position

The Montgomery County Probate Court is requesting to fill a vacant Customer Service Clerk position. The position is recently vacated and is currently in our budget.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 8-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Finance Department	Request Number 1
2. Detention Facility	Request Numbers 1, 2, and 3
3. Youth Facility	Request Number 1

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 9-1 through 9-5, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED BID AWARD TO STALLINGS & SONS, INC., REGARDING MONTGOMERY COUNTY COURTHOUSE HVAC AND FIRE ALARM REPLACEMENT

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

October 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Award of Montgomery County Courthouse HVAC and Fire Alarm Replacement Project

Attached is PH&J's recommendation to award the Montgomery County Courthouse HVAC and Fire Alarm Replacement Project to Stallings & Sons, Inc., and enter into a construction contract for the amount of \$1,376,328.00, the amount of its bid (base bid plus alternate #1).

I request that rules be waived to award the Montgomery County Courthouse HVAC and Fire Alarm Replacement Project to Stallings & Sons, Inc., and enter into a construction contract for the amount of \$1,376,328.00, the amount of its bid (base bid plus alternate #1).

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Letter, Agenda Page 10-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 4 TO THE AGREEMENT WITH RUSSELL CONSTRUCTION OF ALABAMA, REGARDING RENOVATIONS & ALTERATIONS TO THE MONTGOMERY COUNTY COURTHOUSE – ANNEX I, DISTRICT ATTORNEY & CHILD SUPPORT SUITES

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

October 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Annex I D.A. Renovation Close-Out Change Order

Please find attached the final close-out change order in the amount of \$12,190.00 for Annex I renovations for the D.A. The change order includes repair of unforeseen conditions in the duct

work for \$4,409.00 and additional work in the IS area for \$7,781.00, to be paid from the IS budget, which were presented and authorized at the September 8, 2015, Commission meeting.

I hereby request that rules be waived to approve Change Order #4.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Change Order, Agenda Pages 11-2 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 1 FOR \$1,000 TO MILITARY ORDER OF THE PURPLE HEART OF
THE USA, FOR ALABAMA VETERANS’ PROGRAMS

Administrator Mims requested approval of Budget Change Request Number 1, for \$1,000 to Military Order of the Purple Heart of the USA, for Alabama Veterans’ Programs, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 1 FOR \$10,000 TO CLOVERDALE PLAYHOUSE, INC., FOR
EDUCATIONAL PROGRAM, PROVIDING CLASSES TO THEATER STUDENTS OF ALL
AGES

Administrator Mims requested approval of Budget Change Request Number 1, for \$10,000 to Cloverdale Playhouse, Inc., for Educational Program, Providing Classes to Theater Students of All Ages, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 1 FOR \$100,000 TO FRESH START COMMUNITY DEVELOPMENT
CORPORATION, FOR YOUTH CITY CENTER AND PROGRAMS

Administrator Mims requested approval of Budget Change Request Number 1, for \$100,000 to Fresh Start Community Development Corporation, For Youth City Center and Programs, County Commission Appropriations.

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

**COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 1 FOR \$4,500 TO MONTGOMERY AREA CHAMBER OF
COMMERCE, FOR THE 2015 ANNUAL VETERAN’S DAY PARADE**

Administrator Mims requested approval of Budget Change Request Number 1, for \$4,500 to Montgomery Area Chamber of Commerce, for the 2015 Annual Veteran’s Day Parade, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Director of Elections Daniel Baxter informed the Commission that he tendered his resignation and his last day will be October 16, 2015. He expressed his appreciation for their support in providing for the election process with loyalty and integrity, and he told the Commission that they are all very kind and sweet-spirited people. He stated that it was a wonderful experience and when he returns to Detroit, he will share how beautiful Montgomery is and how wonderfully everyone worked together. He thanked co-worker Margaret Smith, stating that she was his confidant and guiding light. He also thanked Judge Steven Reed for taking a chance on him, adding that Judge Reed always demonstrated and exercised wisdom. Chairman Dean said that he appreciated the work Mr. Baxter did, noting that he did it with integrity. He said that Judge Reed made a wonderful choice in hiring him and that he will miss Mr. Baxter and his professionalism.

Cubie Rae Hayes stated that she was Montgomery County Commission’s first Public Information Specialist and is now a parent liaison for Sidney Lanier High School. She informed them that the Lanier High School Singing Poets Choir consists of 75 students, who are under the direction of gospel recording artist Rayshun Walker. Mr. Walker told the Commission that music saved his life and that it is the responsibility of the adults to help kids direct their energy. He said that the Singing Poets Choir will be performing at the Cultural Arts Center Fall Choral & Theatre Festival (Peanut Festival) on November 17, 2015, in Dothan, Alabama, and requested funding for the choir robes, so the students can dress the part at the festival. Mr. Walker noted that each robe will cost \$140. Chairman Dean asked if they have gone to the City for funding and they stated that they are going to the City next. Chairman Dean said that the Commission will take their request under consideration.

Partnership for Affordable Clean Energy (PACE) Executive Director Lance Brown addressed the Commission regarding a proposal from the Environmental Protection Agency (EPA) that would change the surface-level ozone from 75 parts per billion to 70 parts per billion. He stated that lowering the standard could place Montgomery County in danger of a possible ozone non-

attainment. Commissioner Walker informed her fellow commissioners that she asked Mr. Brown to speak today because this change could be detrimental to the growth of economic development and told Mr. Brown that the Commission will continue to communicate with him. Mr. Brown also informed them that this change could affect the national parks and suggested that the Commission write a letter to the Legislature and Congress regarding this issue. Chairman Dean requested that Administrator Mims, Deputy Administrator Cauthen and Director of Risk Management Scott Kramer compose a letter for the Commission to review and sign.

Riley Relief Foundation Executive Director Pam Riley-Boldin told the Commission that the organization supports the families of missing loved ones and informed them that her daughter, LaQuanta Riley, has been missing since 2003. She stated that earlier this year, the Commission adopted a resolution for Montgomery Never Forgets Day. She said that the foundation holds vigils for those Montgomery families who are experiencing a missing loved one and safety events to teach kids how to be safe. Ms. Riley-Boldin asked if there is anything the Commission can do to help bring this awareness to Montgomery communities. Chairman Dean stated that this is a concern to the Commission and instructed Administrator Mims to meet with her.

Commissioner Hall wished the audience a good morning and that he was glad to see everyone.

Commissioner Williams told Ms. Boldin that he is praying for her and empathized with her, as his sister has been missing for over 20 years. He closed by telling the audience good morning and he was glad to see them.

Chairman Dean said good morning and that it is the start of a new budget year. He commended everyone for their hard work during the last budget year and stated that the Constitutional Officers and Department Heads showed great management skills through the hard times. He added that we made a little money and will do better this year.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR JOHNNY WILLIAMS WITH THE RAYCOM MEDIA CAMELLIA BOWL

Executive Director Johnny Williams with the Raycom Media Camellia Bowl briefed the Commission regarding the 2015 Raycom Media Camellia Bowl college football game. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$100,000 on the next agenda.

DISCUSSION BY THE COMMISSION

Commission Walker encouraged her fellow Commissioners to attend The Samaritan Counseling Center's 6th Annual River Region Ethics in Business & Public Service Awards Luncheon on October 19, 2015 at 12:00 Noon, at Wynlakes Country Club.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Parade Coordinator Joy Hunter with The Lacey-Boyd New Year's Day Parade requesting funding in the amount of \$7,500 for the 2016 Parade. He noted that last year, the Commission approved a \$5,000 Budget Change to the Chamber of Commerce for this event. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda and to fund it from Donation Revenue.

COMMENTS FROM ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, informed the Commission that the County is proceeding with the acquisition of two vacant lots on Terminal Road to be used for construction of a maintenance shop for the Sheriff's Office. He noted that the property owners were contacted and have submitted their asking price. After discussion, Chairman Dean instructed Attorney Gallion to make a fair market value offer to the property owners.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter to the Montgomery County Community Punishment and Corrections Authority regarding Board Member appointments. The Commission agreed to discuss these appointments at the next meeting.

Administrator Mims presented an invitation and request for support for the Montgomery Community Action 50th Anniversary Celebration Gala on October 15, 2015. No action was taken by the Commission.

Administrator Mims presented a letter from Distinguished Young Women of Montgomery County requesting funding for the program. Commission Walker requested a \$1,000 appropriation from her account and Commissioner Hall requested a \$500 miscellaneous appropriation from his account for this program. The Commission agreed to place these appropriations on the next agenda.

Administrator Mims presented a letter from Alabama State University WVAS-FM Radio requesting funding for the 5K Freedom Run/Walk in honor and support of our Veterans. Vice Chairman Harris requested to reduce his miscellaneous appropriation from \$2,000 to \$1,000. Chairman Dean and Commissioner Hall requested a \$500 miscellaneous appropriation from each of their accounts for this event. The Commission agreed to place these appropriations on the next agenda.

Administrator Mims presented a letter from the Montgomery Education Foundation concerning the Annual Report of how the appropriation of \$45,000 was utilized. He noted that President Ann McKimmon Sikes and Chairman Paul Hankins have requested to meet with the Commission to brief them on the Report. The Commission agreed.

Administrator Mims presented a September 21, 2015, Newspaper Article from The Montgomery Advertiser entitled 'Montgomery County approves solid budget'. (Copy of Newspaper Article, Agenda Pages 18-1 and 18-2, is attached to these Minutes.)

Administrator Mims presented an October 1, 2015, Newspaper Article from The Montgomery Advertiser entitled 'Office of the Public Defender officially opens doors'. (Copy of Newspaper Article, Agenda Pages 19-1 and 19-2, is attached to these Minutes.)

Administrator Mims presented a schedule of upcoming bids/contract renewals.

Administrator Mims reminded the Commission that during the September 21, 2015 meeting, Sheriff Cunningham requested funding for the 2015 Trick or Treat Halloween Spooktacular event. Sheriff Cunningham stated that he has received sufficient funding for the event.

Administrator Mims noted that, at the request of the Commission, he has contacted President/CEO Gary Cobbs with Montgomery YMCA and has scheduled him to meet with them on October 19, 2015.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry briefed the Commission regarding a resolution celebrating January 1, 2016, as the Sesquicentennial of the Observance of the Signing of the Emancipation Proclamation in Montgomery County. She noted that the resolution was requested by the Emancipation Association of Montgomery. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Henry also reviewed upcoming events with the Commission.

ADJOURNMENT

Commissioner Hall made a motion to adjourn the meeting of the Montgomery County Commission on October 5, 2015, at 11:12 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-18-15

Check Number	To	Check Number
255548		255623
Total Checks Paid		\$400,057.51

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-18-15

Check Number	To	Check Number
255624		255686
Total Checks Paid		\$182,710.74

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

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-25-15

Check Number	To	Check Number
255687		255749
Total Checks Paid		\$573,741.74

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

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-25-15

Check Number	To	Check Number
255750		255860
Total Checks Paid		\$304,229.15

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

AGENDA**OCT -5 2015**

CHECKS ARE DATED
10/2/15

Payroll Check Number	123934	To	Payroll Check Number	124003	\$ 46,862.67
Direct Deposits					\$ 819,474.72
Payroll Check Number	124004	To	Payroll Check Number	124030	\$ 243,404.72
Direct Deposits					\$ 376,218.32
Federal Deposits					\$ 309,616.20
Total Payroll Paid					\$ 1,795,576.63

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

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

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

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

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

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	100 Town Centre Drive, Suite A
Montgomery, Alabama 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: Contract Administration
Phone: (334)-832-1303 Fax: (334)241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

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

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

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fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

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

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

PARTIES:

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

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #

C177523

BILL TO
Montgomery County, AL
Todd Grant
GIS Manager
101 South Lawrence Street
Montgomery, Alabama 36043
(334)-832-1303
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant
GIS Manager
101 South Lawrence Street
Montgomery, Alabama 36043
(334)-832-1303
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP
A116960	nroberso

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 1 Year(s)	\$3,000.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$0.00

¹Amount per product = ((1-Discount %) * Qty * List Price)**FEES; PAYMENT TERMS**

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

Total Payments

\$0.00

PRODUCT PARAMETERS**CONNECT**

Product: Pictometry Connect - CA - 100
Admin User: Todd Grant
Admin User Email: toddgrant@mc-ala.org
Requested Activation: Upon Authorization
Special Instructions:

Geofence: AL Montgomery
Geofence: AL Montgomery Metro

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SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. ACCESS TO SERVICES

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

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

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- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

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

5. LIMITATION OF LIABILITY

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

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

1-6

- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

1-7

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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

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

unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

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

[END OF SOFTWARE LICENSE AGREEMENT]

1-9

SECTION C

NON-STANDARD TERMS AND CONDITIONS

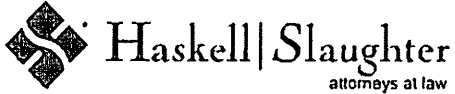
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User'.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alabama in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Payment Terms: In Section A, under the heading "Fees; Payment Terms", the following language is deleted from the provision: To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

4. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Pictometry International Corp.

[END OF NON-STANDARD TERMS AND CONDITIONS]



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

MEMORANDUM

September 8, 2015

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Pictometry International Corp.

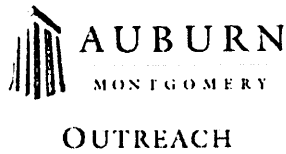
TTB

I have reviewed your memorandum dated September 8, 2015, and the agreement between Pictometry International Corp. and Montgomery County Commission, with special attention to the Non-Standard Terms and Conditions.

It is my opinion that everything in the agreement appears to be in order. The agreement will be binding on all parties if executed.

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

50051-317



September 11, 2015

Dear Didi,

Auburn Montgomery Outreach would like to invite you to be a Corporate Sponsor of the AUM Montgomery Business Breakfast Series. We appreciate your support and look forward to partnering with you on the 2015 -2016 AUM Breakfast Series.

The AUM Business Breakfast offers the opportunity for business and academic leaders together to hear national, state and local speakers like Dr. Kevin Elko. This program gives you and your colleagues a chance to network with various leaders in the River Region and to discuss cutting edge topics that affect our community, as well as to enhance our business operations.

Some of the benefits of corporate sponsorship are having exclusive sponsorship rights at two Montgomery Business Breakfasts and one Joint Breakfast event, as well as receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers.

Again, we appreciate your support of the AUM Montgomery Business Breakfast. Enclosed is a Sponsorship Agreement for your review. Upon review and approval, please sign the attached agreement and submit it to Laura Chambliss by fax at (334) 244-3453. If you have any questions, please feel free to contact me at (334) 244-3660 or email lchambliss@aum.edu.

Sincerely,

Laura Chambliss
Program Manager
Auburn Montgomery, Outreach



Sponsorship Agreement
Montgomery County Commission

**AUM Montgomery Business Breakfast Corporate Sponsorship
2015-2016**

Auburn Montgomery Outreach thanks you for your support of the AUM Business Breakfast Series. The AUM Business Breakfast is an opportunity to bring business and academic leaders together to hear national, state and local speakers on cutting edge topics that affect our community, as well as enhance our business operations. This program gives you and your colleagues a chance to network with leaders in the River Region, as well as an opportunity to gain new business clients.

As a Corporate Sponsor, your business will:

- Have exclusive sponsorship rights at all AUM Business Breakfast events (MGM)
- Have a representative of your business seated at the head table at each Business Breakfast
- Have your logo appear on all marketing pieces of the Business Breakfast Series
- Have your name appear on all centerpieces of the tables at each breakfast
- Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers
- Be able to distribute materials about your business
- Includes two breakfasts in Montgomery and one joint Business Breakfast event series

Cost: \$1000

If you have any questions, please contact Laura Chambliss at 334-244-3660. Upon your approval, please sign below and fax to Attn: Laura Chambliss at 334-244-3453 or email lchambliss@aum.edu

Montgomery County Commission Representative

Date

AUM Outreach Representative

Date



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

INV# MC-MCC

INVOICE

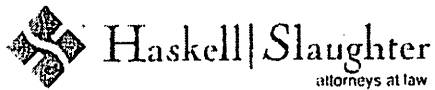
Name: Montgomery County Commission
ATTN: DiDi Henry
Address: 101 S. Lawrence Street
City: Montgomery State: AL Zip: 36104

Date: 9/14/2015
Contact: Beth Johnson
Phone: 334-244-3839
Fax: _____

Description		
2015-2016 AUM Community Engagement's Business Breakfast Series Montgomery Corporate Sponsorship * Have exclusive sponsorship rights at all AUM Business Breakfast event (MGM). * Have a representative of your business seated at the head table at each Business Breakfast. * Have your logo appear on all marketing pieces of the Business Breakfast series. * Have your name appear on all centerpiece of the tables at each breakfast. * Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers. * Be able to distribute materials about your business. * Includes two breakfasts in Montgomery and one joint Business Breakfast event series. Thank you for your business!		\$1,000.00
Cash, Check and Credit Card Payments are Accepted		Subtotal
		\$1,000.00
		Total
		\$1,000.00

Please return a copy of the invoice with payment!

Thank you for partnering with Auburn Montgomery Outreach



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
T. 334 265 8573 | F. 334 264 7945

TTB

MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
FROM: Tommy Gallion
DATE: September 8, 2015
RE: Claim of Deborah Jean Brown

I am in receipt of your August 31, 2015, memorandum regarding a claim filed by Deborah Jean Brown against Montgomery County, Sheriff, and deputies involved in wrongful arrest of Deborah Jean Brown on October 6, 2014. It is my understanding the charges against Ms. Brown were dismissed in 2015.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

50051-317

Martin Weinberg
Attorney at Law
Po Box 154
Shannon, AL. 35142
205-785-5575
205-910-3722
attorneyweinberg@bellsouth.net

August 11, 2015

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Enclosed is the notice of claim for Deborah Jean Brown who was wrongfully arrested and detained in the Montgomery County Jail.

We have also enclosed a self addressed stamped envelope so that a stamped received copy of the notice be returned.

Thanks,

Martin Weinberg, Attorney at Law

Date: AUGUST 11, 2015

RE: Notice of Claim – Deborah Jean Brown

To: Montgomery County Commission
P. O. Box 1667,
Montgomery, AL 36102-1667

From Martin Weinberg
Attorney at Law
P.O. Box 154
Shannon, AL. 35142

NOTICE OF CLAIM TO MONTGOMERY COUNTY

Pursuant to Ala Code Section 6-5-20, Claimant, Deborah Jean Brown makes this claim against MONTGOMERY COUNTY, the Sheriff, all involved Deputies and reserves the right to name other additional responsible parties

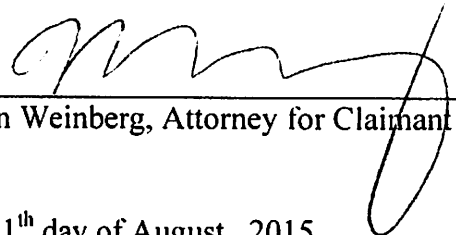
1. This claim is pertaining to incidents arising from a wrongful arrest and unlawful detention of Deborah Jean Brown "claimant" made on October 6, 2014 and the malicious prosecution of Deborah Jean Brown that until the charges were ultimately dismissed in 2015
2. Montgomery County, and or it's legal counsel or insurance carriers should send all notices and responses regarding this claim to Attorney Martin Weinberg, P.O. Box 154 Shannon, AL. 35142.
3. It is alleged that the claimant went to the Montgomery Housing Authority to try and rent an apartment when it was discovered there was a warrant for the arrest of a Deborah McCall.
4. The claimant explained while being brought into custody that this was not her and she had a different date of birth. The claimant's date of birth is September 6, 1968 which is much different than what is listed on the warrant for Deborah McCall.
5. Despite giving ample evidence that the Sheriff's department did not have the right Deborah McCall, the claimant stayed in jail for 23 hours on this charge and had to pay a \$1500 bond which was mostly non-refundable.
6. The claimant was ultimately cleared of the charge which was a Juvenile case in the Circuit Court of Montgomery County.

7. The claimant intends on bringing a Federal lawsuit which would be based on several United States Constitutional violations and for state law claims of unlawful detention, unlawful arrest and invasion of privacy. It is alleged that each count would survive immunity challenges.

8. Furthermore, the claimant was undergoing treatment for breast cancer at the time of the arrest and incarceration and suffered mental anguish as a result.

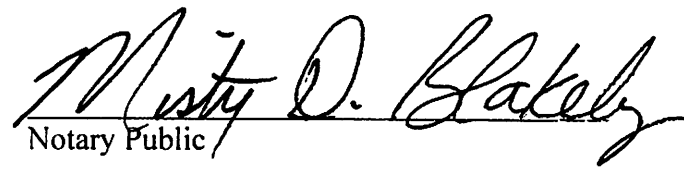
STATE OF ALABAMA)
)
COUNT Y OF JEFFERSON)

Affiant, being duly sworn says on oath that the allegations of the foregoing Notice of Claim are true and correct to the best of his knowledge, information and belief



Martin Weinberg, Attorney for Claimant

SWORN TO AND SUBSCRIBED before me on this 11th day of August, 2015



Notary Public

My Commission Expires: 2-29-16

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2016 Membership Year
(January 1 - December 31, 2016)

County: Montgomery County Website: www.mc-ala.org

Address/City/Zip: P.O. Box 1667

Telephone: 334-832-1210 Fax: 334-832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2016 is due by November 30, 2015. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: Donald L. Mims Title: Administrator Email: donaldmims@mc-ala.org

Name: Florence M. Cauthen Title: Deputy Administrator Email: florencecauthen@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____
(use additional paper, if needed)

Total Amount Enclosed: \$ 225.00 (\$150 Administrator + \$75 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check payable to ACAA and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. _____ dept request
 2. _____ admin review
 3. _____ pers dept
 4. _____ cert to admin
 5. _____ dept selection
 6. _____ final review

1. Position Title Clerk II

Position Number 229

Proposed Effective Date September 28, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

() Promotional Register () Transfer
☒ Open Competitive Register () Reemployment

Pay Grade A02 \$22,485 - \$32,008

Derrick Cunningham
 Department Head

Date September 8, 2015

2. Administrative Review

() Approved
 () Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____
 () Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

1. Position Title CREO II

Position Number 610552013 - REPLACING TOMMY STILES

Proposed Effective Date September 28, 2015

Type of Appointment (☒) Permanent () Temporary

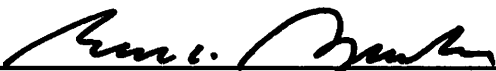
Recruiting

(☒) Promotional Register () Transfer

() Open Competitive Register () Reemployment

Pay Grade S06 - \$ 24198

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 9/16/15

2. Administrative Review

() Approved

() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

1. Position Title CREO II

Position Number 610552015 - Replacing Donald Biggers

Proposed Effective Date September 28, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade S06 - \$ 24198

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 9/16/15

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

1. dept request
2. admin review
3. pers dept
4. cert to admin
5. dept selection
6. final review

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750014020
PROPOSED EFFECTIVE DATE: 9/28/15
TYPE OF APPOINTMENT: X PERMANENT TEMPORARY
RECRUITING:
 Promotional Transfer Transfer
x Open Competitive Register Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)



APPOINTING AUTHORITY

9/16/15
Date

2. ADMINISTRATIVE REVIEW
 APPROVED
 DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional Candidates
Open-Competitive x Candidates
Transfer Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. Manpower data entered by

Date

 Payroll entered by

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT - 5 2015

Date: September 30, 2015
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: December 1, 2015 Return Date: December 2, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend 2015 Auburn University Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$175.00

Department Name: Finance Department Fund Name: General

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 10/5/15 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$175.00</u>
Budget Balance:	<u>\$2,825.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/30/2015

cc: Finance Director / Buyer

9-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Date: October 1, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

AGENDA

OCT -5 2015

Request approval to be granted for the following:

Destination: Lafayette, LA

Departure Date: December 13, 2015 Return Date: December 19, 2015

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Controlled Force Level 1 & 2 Instructor Recertification

Traveler (s) Name: 1. Sergeant Martinez Tolbert 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,250.00 Advance Registration Required: \$570.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is 10/5/2015 reimbursement of actual and necessary expenses in the
approximate amount of \$2,250.00 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,075.00</u>	
Budget Available:	<u>\$11,925.00</u>	
Current Requests:	<u>\$2,250.00</u>	
Budget Balance:	<u>\$9,675.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

OCT - 5 2015

Date: October 1, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Foley, AL
Departure Date: November 19, 2015 Return Date: November 20, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Taser Instructor Recertification Course

Traveler (s) Name: 1. Sergeant Willie Rodgers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$200.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: _____
From: Donald L. Mims, Administrator

The above request is _____ reimbursement of actual and necessary expenses in the
approximate amount of _____ and advance registration of _____ is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$3,075.00</u>
Budget Available:	<u>\$11,925.00</u>
Current Requests:	<u>\$2,750.00</u>
Budget Balance:	<u>\$9,175.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Date: October 1, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

AGENDA

OCT -5 2015

Request approval to be granted for the following:

Destination: Foley, AL
Departure Date: November 18, 2015 Return Date: November 20, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Taser Instructor Certification Course

Traveler (s) Name: 1. Lieutenant Carlos Parks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$390.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: _____
From: Donald L. Mims, Administrator

The above request is _____ reimbursement of actual and necessary expenses in the
approximate amount of _____ and advance registration of _____ is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,075.00</u>	
Budget Available:	<u>\$11,925.00</u>	
Current Requests:	<u>\$3,450.00</u>	
Budget Balance:	<u>\$8,475.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT -5 2015

Date: September 29, 2015
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel Montgomery, Al.
Departure Date: October 8, 2015 Return Date: October 8, 2015
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend 2015 Alabama Youth Council Conference

Traveler (s) Name: 1. Natalie Mason 4. _____
2. Sherunda Anthony 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: none

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

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 10/5/15 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>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$15,000.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$14,900.00</u>	

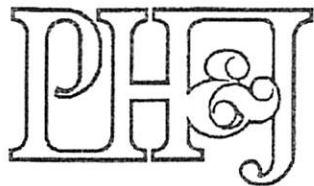
Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-5



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Wednesday, September 30, 2015

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Courthouse HVAC and Fire Alarm Replacement

PH&J Project # 1208-GVL

Mrs. Cauthen:

Bids were received on the above referenced project on Tuesday, September 29, 2015 at 2:00 pm (Central Time) with two bidder submitting sealed proposals:

The amounts listed are for Base Bid price:

1. Stallings & Sons, Inc.	BB= \$1,318,777.00	BB+Alt#1= \$1,376,328.00
2. Hutcheson Const., Inc	BB= \$1,314,835.00	BB+Alt#1= \$1,383,335.00

Included with the certified bid tab sheet is a bid discrepancy sheet listing any irregularities with the bidder's proposals.

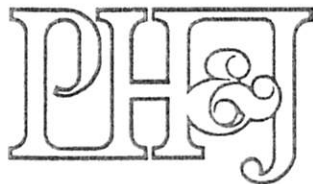
It is our recommendation, that the project be awarded to Stallings & Sons, Inc. and enter into a construction contract for the amount of \$1,376,328.00, the amount of their bid (Base Bid + Alternate #1).

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Cc: Griff Harris, Chevette Culver, File



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

September 29, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

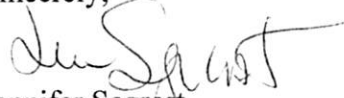
RE: Renovations & Alterations to the Montgomery County Courthouse –Annex 1,
District Attorney & Child Support Suites for the Montgomery County Commission
PH&J #1208GVC

Dear Mr. Mims:

Enclosed please find four (4) copies of **Change Order #4** on the above referenced project for your review and Chairman Dean's signature.

Once the documents have been signed, please return to our office to my attention for further processing.

Sincerely,



Jennifer Segrest

Enclosures
Cc - file

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 004	OWNER: ☒
Renovations & Alterations to the Montgomery County Courthouse - Annex 1, District Attorney & Child Support Suites for the Montgomery County Commission	DATE: September 2, 2015	ARCHITECT: ☒
		CONTRACTOR: ☒
		FIELD: ☐
		OTHER: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 1208GVC	
Russell Construction of Alabama 1616 Mt. Meigs Road Montgomery, AL 36107	CONTRACT DATE: July 21, 2014	
	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD Connection of existing exhaust duct on the third floor.....\$ 4,409.00
 ADD Additional work on second floor associated with IT.....\$ 7,781.00

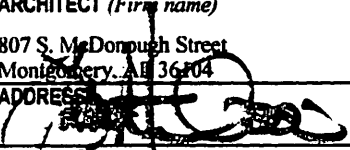
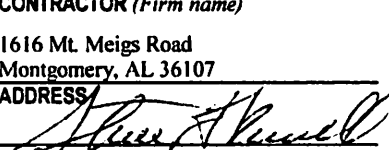
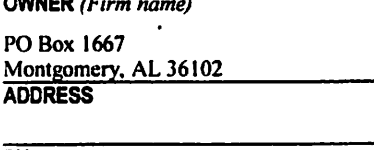
TOTAL.....\$12,190.00

The original Contract Sum was	\$	2,850,274.00
The net change by previously authorized Change Orders	\$	129,255.00
The Contract Sum prior to this Change Order was	\$	2,979,529.00
The Contract Sum will be increased by this Change Order in the amount of	\$	12,190.00
The new Contract Sum including this Change Order will be	\$	2,991,719.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.	Russell Construction of Alabama, Inc.	Montgomery County Commission
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
807 S. McDonough Street Montgomery, AL 36104	1616 Mt. Meigs Road Montgomery, AL 36107	PO Box 1667 Montgomery, AL 36102
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Patrick Addison, Vice President	Steve Russell, President	Elton Dean, Sr. Chairman
(Typed name)	(Typed name)	(Typed name)
9-11-15		
DATE	DATE	DATE

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User Notes:

(930830470)

1

11-3

CHANGE ORDER NUMBER FOUR SUMMARY SHEET

Renovations and Alterations to the Montgomery County Courthouse Annex 1 Building
District Attorney & Child Support Suites

PH&J #1208-GVC

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
Unforeseen Conditions:				
A	-	Connection of Existing Exhaust Duct on the Third Floor	\$4,409.00	-
Requested Addition Work:				
B	15	Additonal Work on Second Floor Associated with IT	\$7,781.00	-
TOTALS			\$12,190.00	0

RFP = Request for Proposal Number

OCT -5 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	10/5/2015
DATE:	10/5/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	2015 Veterans Day Parade 001-59320.483	0	4,500	4,500
Cloverdale Playhouse	Program Sponsorship 001-57600.450	0	10,000	10,000
Fresh Start Community Development Corp.	Youth City Programs 001-56530.498	0	100,000	100,000
Military Order of the Purple Heart	Alabama Veterans Programs 001-57600.450	0	1,000	1,000
Donation Revenue	001-40000.47701	0	(115,500)	(115,500)
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget for appropriations to the organizations above for program support.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	10/5/2015
DATE:	10/5/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME		ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	2015 Veterans Day Parade	001-59320.483	0	4,500	4,500
Cloverdale Playhouse	Program Sponsorship	001-57600.450	0	10,000	10,000
Fresh Start Community Development Corp.	Youth City Programs	001-56530.498	0	100,000	100,000
Military Order of the Purple Heart	Alabama Veterans Programs	001-57600.450	0	1,000	1,000
Donation Revenue		001-40000.47701	0	(115,500)	(115,500)
					0
					0
					0
					0
					0
					0
					0
TOTAL			0	0	0

JUSTIFICATION:

Budget for appropriations to the organizations above for program support.

OCT -5 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	10/5/2015
DATE:	10/5/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME		ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	2015 Veterans Day Parade	001-59320.483	0	4,500	4,500
Cloverdale Playhouse	Program Sponsorship	001-57600.450	0	10,000	10,000
Fresh Start Community Development Corp.	Youth City Programs	001-56530.498	0	100,000	100,000
Military Order of the Purple Heart	Alabama Veterans Programs	001-57600.450	0	1,000	1,000
Donation Revenue		001-40000.47701	0	(115,500)	(115,500)
					0
					0
					0
					0
					0
					0
					0
TOTAL			0	0	0

JUSTIFICATION:

Budget for appropriations to the organizations above for program support.

OCT - 5 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	10/5/2015
DATE:	10/5/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	2015 Veterans Day Parade 001-59320.483	0	4,500	4,500
Cloverdale Playhouse	Program Sponsorship 001-57600.450	0	10,000	10,000
Fresh Start Community Development Corp.	Youth City Programs 001-56530.498	0	100,000	100,000
Military Order of the Purple Heart	Alabama Veterans Programs 001-57600.450	0	1,000	1,000
Donation Revenue	001-40000.47701	0	(115,500)	(115,500)
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget for appropriations to the organizations above for program support.

CARPDC Activities for Montgomery County Commission in 2015

Grant Applications Made / In-Process:

Grantor Agency	Project	Grant Amount	Match Amount (County)	Status
ADECA	Eastwood Villa Community	To be up to \$350,000	\$0 for county Provided by homeowners	Application- submitted
AL Power	Tree Grant	\$500.00	\$0	Grant was awarded
ADECA	Weatherization – FY15 DOE	\$103,228	\$0	On-going - 11 homes
ADECA	Weatherization – FY15 LIWAP	\$49,635	\$0	On-going - 6 homes
	Total	\$508,363	\$0	

On-going / Open Grants from past years:

Grantor Agency	Project	Grant Amount	Match Amount	Status
Alabama Historic Commission	Greil Mansion (Governor Shorter House)	\$5,000	\$0	On-going
ADECA	Weatherization – FY14	\$148,191		On-going
ADECA	Utilities for DAS North America, Inc.	\$199,600	\$40,100	Documenting job creation with DAS On-going
ADECA	Housing Rehab in Eastwood Villa	\$335,827	\$0 for county Provided by homeowners	Final houses to be completed this year
	Total	\$683,618	\$40,100	
	Grand Total	\$1,168,843.00	\$99,600.00	

16-1

What do you get for your Membership Dues?

- ▶ Representation on the Regional Commission's Board and all benefits and benefits of membership.
 - 6 Board members
 - Chairman
 - Vice – Chairman

- ▶ Representation on other boards or organizations within the region through CARPDC Membership.
 - Metropolitan Planning Organization – MPO
 - Rural Planning Organization – RPO
 - Workforce Development Taskforce 7
 - Cleanwater Partnership
 - Envision 2020

What do you get for your Membership Dues? CONTINUED

- ▶ Technical assistance (TA) provided by staff members or from other partner agencies. Staff members have a wide range of qualifications and experience. Staff partners can provide professional advice and planning for community outreach.
 - TA is **non-financial** assistance provided by CARPDC staff. It can take the form of sharing information and expertise, instruction, skills training, transmission of working knowledge, and consulting services and may also involve the transfer of technical data.
 - The aim of technical assistance is to **maximize the quality of project implementation and impact** by supporting administration, management, policy development, capacity building, etc.

What do you get for your Membership Dues? CONTINUED

- ▶ Access to services that can minimize community costs and maximize services
 - The current agreement ADA Self Evaluation and Transition Plan
 - Sponsoring the Dublin Senior Center
- ▶ Pooling of resources with other communities to gain access to otherwise unavailable services.
 - Regional Request for Proposal for Environmental Assessment for Federal Assisted Projects



What do you get for your Membership Dues? CONTINUED

- ▶ Support for regional activities and programs.
 - Comprehensive Economic Development Strategies (CEDS)
 - Wellness Coalition – Reach Grant Center of Disease Control
 - Corner Store
 - Community Garden
- ▶ Skilled and effective grant writers who can prepare funding packages at zero or nominal cost.
 - Community Development Block Grants, Land and Water Conservation (Recreational), Recreational Trails, Transportation Enhancement Grants and others
 - CARPDC currently has a 78% grant approval rating
 - There has been no programmatic or financial monitoring findings over the past 15 years.



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What do you get for your Membership Dues? CONTINUED

- ▶ Exclusive access to regional funding for technical assistance and enhancement projects.
 - Funding from the State – CARPDC Operational
 - Funding from the Federal – Economic Development Administration
- ▶ Access to professional services at lower cost for member governments compared to the usage of consultants.
 - The current agreement ADA Self Evaluation and Transition Plan
 - Grant Administration





Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

AGENDA

OCT - 5 2015

MEMORANDUM

September 9, 2015

TO: Donnie Mims

FROM: Thomas T. Gallion, III

RE: Request for Opinion regarding Allocation of County Taxes to Pike Road Board of Education

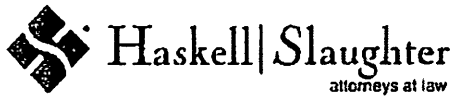
I have reviewed the information contained in your August 28, 2015, memorandum that includes:

- (1) Agreement between Pike Road Board of Education;
- (2) Letter from the Alabama Department of Education regarding FY2015-2016 Percentage Distribution of Countywide School Taxes;
- (3) The September 12, 2011, Resolution executed by the Montgomery County Commission, ("MCC");
- (4) Minutes of Regular Meeting of the MCC on September 12, 2011;
- (5) A letter dated September 26, 2011, from Chairman of MCC, Elton Dean to President of the Montgomery County School Board;

I have concerns about the possible conflicts of the various laws cited in these documents. The original cited law was Code of Alabama § 40-12-4 that replaced Act Number 89. Then the MCC went back to Act Number 89 in its Resolution adopted on September 12, 2011. However, there were two legitimate legal ways to handle this matter, § 40-12-4 and Act Number 89 that was a bill of local application. The MCC chose to adopt the later.

The July 29, 2015, letter from State Superintendent of Education, Thomas R. Bice to MCC Revenue Commissioner, Janet Buskey, and Finance Director, Sherill Thomas, uses a statewide familiar, Code of Alabama, 1975 § 16-13-31 as participating in the "Foundation Program" as his very logical conclusion. The percentage assigned to the Montgomery County Board of Education and the Pike Road City.

I, therefore, opine that it would be in the best interest of the health, welfare, safety, and education of the citizens of Montgomery County to adopt the recommendation of Mr. Bice as to the allocations among the two systems.



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

MEMORANDUM

September 30, 2015

T76

TO: Donnie Mims
FROM: Thomas T. Gallion, III
RE: Request for Supplemental Opinion regarding Taxes to the Pike Road Board of Education

I have reviewed your memorandum dated September 23, 2015.

On September 9, 2015, I rendered you an opinion as to the allocation of County Taxes. My opinion remains the same. However, I would like to be more specific as to the County taxes involved.

The recommendations in this opinion are the same but more specific in that the previous opinion would be applicable to 1% county sales and use tax, the one cent per gallon motor fuel tax and the casual sales tax of automotive vehicles, motorboats, truck trailers, manufactured homes, etc.



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Thomas R. Bice
State Superintendent of Education

July 29, 2015

Mrs. Sherrill Thomas, Finance Director
P. O. Box 1667
Montgomery, AL 36102

Dear Mrs. Thomas:

The Code of Alabama, 1975, § 16-13-31, provides that receipts from countywide taxes collected for the purpose of participating in the Foundation Program shall be distributed to local boards of education within the county based on their total Foundation Program calculated costs. Unless I have approved an alternative distribution plan, the percentages given for each school system identified below should be used in distributing receipts from countywide taxes for the fiscal year October 1, 2015, through September 30, 2016.

**FY 2015-2016 Percentage Distribution
of Countywide School Taxes**

<u>System</u>	<u>System Name</u>	<u>Percentage</u>
051	Montgomery County	0.9753659
186	Pike Road City	0.0246341
	Total	1.0000000

If additional information or assistance is needed, please contact Mr. Jerry Lassiter at telephone number (334) 242-9730.

Sincerely,

Thomas R. Bice
State Superintendent of Education

TRB/JAL

cc: Selected Public Officials

FINANCE AUG 6 15 10:03

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ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
ANDREW HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

October 6, 2015

Mr. Dustin Daehn
CSFO Pike Road Schools
500 Avenue of Learning
Pike Road, AL 36064

Re: Distribution of Education Sales and Motor Fuel Taxes

Dear Mr. Daehn:

Regarding the distribution of the taxes and fee revenues collected for the purpose of education in Montgomery County, I am providing the information relevant to those that are made by the Montgomery County Commission Finance Department. Other distributions will come directly from Janet Buskey, Revenue Commissioner and Probate Judge Steven Reed.

The Finance department currently makes monthly distributions to the Montgomery County Board of Education for the education sales and motor fuel tax. Both of these are collected by the County Tax and Audit department and remitted to the Finance department for distribution. We make them electronically usually by the 10th of the month and send an e-mail of the amounts that will be transmitted. Beginning with the July 2015 taxes collected in August 2015, we will split the distribution between the Montgomery County Board of Education and the Pike Road Board of Education using the 2015-2016 percentage distribution provided by the State of Alabama Department of Education.

Based on current year collections and trends, an estimate of the revenue you will receive on an annual basis is as follows:

Educational Sales Tax	\$700,000
Motor Fuel Tax	\$ 39,000

I look forward to working with you and the Pike Road Board of Education to make this transition as smoothly as possible.

Please let me know if you have any questions or need additional information.

Sincerely,

Sherrill Thomas
Sherrill R. Thomas
Finance Director

Montgomery County approves 'solid' budget

AGENDA



Rebecca Burylo, Montgomery Advertiser 3:09 p.m. CDT September 21, 2015

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Montgomery County looks to be in good shape financially going forward after the Montgomery County Commission unanimously approved a \$107.9 million budget during their last meeting of the fiscal year Monday.

"We know how to do a budget," Chairman Elton Dean said. "We want our roads to be safe, our districts to be safe, so it's not about us, it's about the people that we represent."

Dean and other county commissioners went as far as to say that the new 2015-2016 budget was one of the best they've seen for the county since 2006, the year of the recession hit.

"We're in better shape today than the county has been in a long time," Commissioner Jiles Williams said. "We're not just spending money. We're using it for what we need to do to keep the county alive and we want to thank our department heads for a conservative budget."

What helped the county save millions of dollars over the years has been to maintain a hiring freeze, only replacing employees upon approval and level-funding for all departments, said Dean.

Although increases in sales tax revenue and other funding sources provided the resources for this \$6 million budget increase, the county will continue with the hiring freeze.

"We know what good managers we are when we can't hire the people that we think we need, so we have not suffered since we've had this hiring freeze over years, we actually made some money," Dean said.

This year's General Fund budget totals \$107,955,076 whereas last year's budget totaled \$101,969,178. About 80 percent or \$4.8 million of the increase is due to employee wages and health care costs.

Employee health insurance came to about \$1 million more than anticipated.

About 18 percent or \$1.06 million is for debts accrued from funding Montgomery County School projects.

Besides general government needs, public safety was, public safety was appropriated the most money in the county budget, \$34.9 million.

The County Commission also approved \$1.1 million for ongoing projects managed in the Construction Programs Fund, and \$637,000 for the Emergency Management Communication District Board, on behalf of the Sheriff's Office.

In other news, the commission approved a resolution proclaiming Oct. 2, "National Manufacturing Day," in Montgomery County to promote the 525 manufacturing companies in the county that employ 18,101 employees and provides \$965 million annually in combined employee wages.

Commission meeting will be held Oct. 5.

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Office of the Public Defender officially opens doors

AGENDA



Kelsey Davis, Montgomery Advertiser | 2:25 a.m. CDT October 1, 2015

OCT - 5 2015



(Photo: Shannon Heupel/Advertiser)

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The Office of the Public Defender officially opening the doors to its new facility in Montgomery on Wednesday wasn't just for the sake of cutting a ribbon.

"I think the opening of these doors is a further demonstration of the realization that everyone is afforded adequate counsel," said Aylia McKee, director of the public defender's office.

"These doors being open means each one of our clients has their own investigator, their own social worker essentially to assist their lawyer to their case. So when you get a lawyer here, you're not just getting that appointed attorney."

Public defenders began taking cases in January, but are now located in an antebellum-style building right next to the Montgomery County Circuit Courthouse.

The push to form a public defender's office in Montgomery County was spearheaded three years ago by now retired Charles Price, former presiding circuit judge, and Judge Johnny Hardwick, who is still on the bench.

"They really laid the groundwork and the foundation for our office even getting started in the first place," McKee said.

Price said that once the Legislature passed a statute allowing public defenders offices, he and Hardwick saw it as the best option for indigent representation in Montgomery.

"We found after visiting other places that not only would (a public defender's office) save the state money, but it would provide better quality of representation," Price said. "This public defender's office has the potential of being one of the best in the country because it has all the elected officials in support, and basically has the public support."

To obtain funding and a location for the new facility, Price and Hardwick approached the county commission for assistance.

"When Judge Price came to tell us he wanted a public defender's office, we bought into it because we'll have people here who are not just contract lawyers, but they're going to be gainfully employed and they're going to be dedicated to defending the people that need defending," said Elton Dean, county commission chairman.

Before the inception of the Office of the Public Defender, all defense counsel for the indigent was appointed by the court. Judge Eugene Reese, presiding judge of Montgomery County Circuit Court, said the fruition of this office was a step forward for legal representation for the poverty stricken who have been accused of committing a crime.

"The whole purpose here is to try to provide high quality legal representation for indigent defendants," Reese said. "This is required by the constitution, but there are a lot of things that are glossed over. I'm glad to see the state of Alabama is taking a stand here in Montgomery County to show that we're going to stand firm for constitutional rights."

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 19, 2015, at 8:00 in the morning.

Donald Z. Minin

Administrator

Elton N. Dean, Jr.

Chairman