

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 20, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:30 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR CAUTHEN

Chairman Dean introduced the new County Administrator, Florence M. Cauthen, to the audience and media.

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

PRESENTATION BY DIRECTOR CHRISTINA THORNTON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

City/County Emergency Management Agency Director Christina Thornton cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM AND GRANT MANAGER REGINA WALKER

Sheriff Derrick Cunningham briefed the Commission regarding a Bid Award to Strickland Companies for Electrostatic Disinfection Application System, Bid Number 52110-20B-019. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham briefed the Commission regarding Change Order Number 2 to Contract with ITNOA, LLC for renovations of 514 Herron Street. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Grant Manager Regina Walker requested authorization to pursue the Alabama Department of Economic and Community Affairs (ADECA) Simulator Training Grant. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Walker requested authorization to pursue the Alabama 911 Board Grant for the Emergency Communications Center. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Walker briefed the Commission regarding a Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Community Oriented Policing Services (COPS) Grant. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Walker briefed the Commission regarding an Interlocal Cooperation Agreement with the City of Montgomery for the 2020 Edward Byrne Memorial Justice Assistance Grant. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Transfer of Ownership and Liability Agreement for retired K-9 “Hoss”. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Professional Services Agreement with the Auburn Game Day Law Enforcement Corporation and the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY BOARD PRESIDENT CLARE WEIL WITH THE MONTGOMERY COUNTY BOARD OF EDUCATION

Board President Clare Weil with the Montgomery County Board of Education presented a Resolution regarding Proceedings Pertaining to the Request for and Call of a Special Election on November 3, 2020 for the Levy of an 18.5 Mill School Tax in the Montgomery School Tax District in Montgomery County. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY GIS & CADASTRAL MAPPING MANAGER TODD GRANT

GIS & Cadastral Mapping Manager Todd Grant briefed the Commission regarding a Renewal of Software Maintenance Agreement with Environmental Systems Research Institute, Inc., (ESRI) for GIS & Cadastral Mapping. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Grant briefed the Commission regarding a Renewal of Pictometry Connect Custom Access License Agreement with Pictometry International Corp., for GIS & Cadastral Mapping. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR OF TECHMGM CHARISSE DIANE STOKES WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Executive Director of TechMGM Charisse Diane Stokes with the Montgomery Area Chamber of Commerce briefed the Commission regarding the Montgomery Tech Accelerator Program and requested funding in the amount of \$40,000 for this program. The Commission expressed their support and agreed to place on the next agenda an appropriation from their Designated Revenue Account in the amount of \$40,000 for this program.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake presented an Agreement for Resurfacing Dozier Road from Wares Ferry Road to the Emerald Mountain Toll Bridge, Project# STPMN-5119(252), MCP 51-02-19, CPMS Ref.# 100070368 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

County Engineer George Speake presented the FY2021 Annual Transportation Plan as per "Rebuild Alabama Act". After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean recommended that the Commission meet with the Mayor and City Council every quarter or every six months to discuss projects that affect the City and County citizens, such as road maintenance within the city limits.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk informed the Commission that Military Family Appreciation Day at the Zoo will be held August 4-6, 2020 from 9:00 a.m. to 4:00 p.m.

Mrs. Hawk stated that the County Extension Service's Annual Report to the Commission will be held on August 17, 2020 at Noon.

Mrs. Hawk informed the Commission that Census Central is open in the Eastdale Mall.

PRESENTATION BY GENERAL SERVICES DIRECTOR LAMAR ALLEN

General Services Director Lamar Allen briefed the Commission regarding a Position Fill Request for a Mail Room and Store Clerk After discussion, the Commission agreed to place this item on the next agenda.

Mr. Allen briefed the Commission regarding a Bid Award to Stallings and Sons for exterior renovations to Annex II, GMC Project Number 170022. During the briefing, a slideshow of pictures regarding the windows that need to be replaced was presented. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY INTERIM DIRECTOR OF INFORMATION SYSTEMS RODNEY SMITH

Interim Director of Information Systems Rodney Smith briefed the Commission regarding a Bid Award to Triton Datacom for Network Switches, Bid Number 51965-20B-020. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen presented a letter from County Attorney Thomas T. Gallion, III regarding an Executive Session concerning a Commerce or Trade Matter. She noted the Executive Session would be held immediately after the Formal Session.

DISCUSSION BY THE COMMISSION

Commissioner Sankey stated that the recent challenges surrounding the COVID10 Pandemic and the disproportionate impact that it is having on certain communities has generated discussions around social determinants of health. He expressed his concerns regarding the number of boarded and abandoned houses in the communities that impact quality of life. He stated that when local government sells tax liens to speculators for short term gain, they are disregarding the community's long-term fiscal and social health. Commissioner Sankey presented a list of properties that were bought through the tax sale in District 4 that are blighted and abandoned. He stated that the current method for selling tax liens should be evaluated to determine the impact it is having on the physical and mental health of families living under these blighted conditions. He recommended discussing this issue with the Revenue Commissioner's Office.

Commissioner Harris said that the Commission does not have the authority to do what absolutely needs to be done. He stated that he did not know if the Revenue Commissioner has a choice in who buys these tax liens.

Chief Revenue Clerk Allyson Holland spoke to the Commission via conference call and stated that the Revenue Commissioner's Office has always exercised the tax lien option and tax sale option. Commissioner Sankey stated that there were other options in the code that he would discuss with Revenue Commissioner Janet Buskey and Mrs. Holland.

RECESS TO FORMAL SESSION

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Singleton.

The Pledge of Allegiance was led by Commissioner Harris.

Administrator Cauthen called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean and Vice Chairman Walker; Members Harris, Singleton and Sankey. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Montgomery County Sheriff's Office Grant Manager Regina Walker updated the Commission on Montgomery County 2020 Census. She stated the ribbon cutting of Census Central were held Monday, July 13, 2020 at Eastdale Mall. Ms. Walker also provided the Commissioners a color-coded map indicating the high and low numbers of each area of the County.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of July 6, 2020. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Cauthen. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 1, is attached to these Minutes.)

PUBLIC HEARING

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding Resolution Authorizing Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of Mountain Top USA, Inc., and Certain Other Private Entities. No one spoke, and Chairman Dean declared the Public Hearing Closed. (Copy of Notice is attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND RELATED DOCUMENTS FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS OF VALUE IN AID OF MOUNTAIN TOP USA, INC., AND CERTAIN OTHER PRIVATE ENTITIES AND APPROVAL OF RELATED EXPENSES

Commissioner Singleton made a motion to adopt the Resolution Authorizing a Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of Mountain Top USA, Inc., and Certain Other Private Entities and Approval of Related Expenses. The motion was seconded by Vice Chairman Walker and unanimously approved by

the Commission. (Copies of Description, Resolution and Agreement, Agenda Pages 1-1 through 1-30, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED GRANT AWARD, GRANT EXTENSIONS AND THE CHAIRMAN’S EXECUTION OF THE GRANT AGREEMENTS REGARDING THE WEATHERIZATION ASSISTANCE PROGRAM, GRANT DOE-028-20

Commissioner Singleton made a motion to approve the Grant Award, Grant Extensions and the Chairman’s Execution of the Grant Agreements regarding the Weatherization Assistance Program, Grant DOE-028-20. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Policy, Agenda Pages 2-1 through 2-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED SALE OF TWO (2) 2014 FORD EXPLORER VEHICLES TO THE MACON COUNTY SHERIFF’S DEPARTMENT AT A PRICE TO BE NEGOTIATED BY SHERIFF CUNNINGHAM

Vice Chairman Walker made a motion to approve the Sale of Two (2) 2014 Ford Explorer Vehicles to the Macon County Sheriff’s Department at a Price to be Negotiated by Sheriff Cunningham. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED EXPENDITURE OF FUNDS TO BE USED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS AND ARE ELIGIBLE FOR REIMBURSEMENT

Commissioner Singleton made a motion to approve Expenditure of Funds to be Used to Prevent, Prepare for and Respond to the Coronavirus and are Eligible for Reimbursement. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 4-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED STANDARD SERVICE CONTRACT WITH HOWARD TECHNOLOGY SOLUTIONS REGARDING AUDIO/VIDEO UPGRADES TO THE COMMISSION CONFERENCE ROOM AND CHAMBERS

Commissioner Singleton made a motion to approve Standard Service Contract with Howard Technology Solutions regarding Audio/Video Upgrades to the Commission Conference Room and Chambers. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Contract and Statement Of Work, Agenda Pages 5-1 through 5-9, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT TO ASSIGN TELEPHONE SYSTEM AND SERVICE AGREEMENT WITH LEGACY LONG DISTANCE INTERNATIONAL, INC., DBA LEGACY INMATE COMMUNICATIONS TO NCIC INMATE COMMUNICATIONS, INC.

Vice Chairman Walker made a motion to approve the Amendment to Assign Telephone System and Service Agreement with Legacy Long Distance International, Inc., DBA Legacy Inmate Communications to NCIC Inmate Communications. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO HARRISON AND ASSOCIATES, LLC REGARDING A ONE (1) YEAR EXTENSION, BEGINNING SEPTEMBER 1, 2020 AND ENDING AUGUST 31, 2021 AND A 5% PRICING INCREASE FOR LANDSCAPE MAINTENANCE SERVICES AT THE INDUSTRIAL PARK, CONTRACT NUMBER 51901-18B-024

Commissioner Singleton made a motion to approve Amendment Number 2 to Harrison and Associates, LLC regarding a One (1) Year Extension, beginning September 1, 2020 and ending August 31, 2021 and a 5% Pricing Increase for Landscape Maintenance Services at the Industrial Park, Contract Number 51901-18B-024. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – RATIFY AN EASEMENT TO ALABAMA POWER COMPANY FOR ELECTRICAL SERVICE AT THE OLD SELMA ROAD PARK

Commissioner Singleton made a motion to Ratify an Easement to Alabama Power Company for Electrical Service at the Old Selma Road Park. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Documents, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

COUNTY COMMISSION – NO MISCELLANEOUS APPROPRIATIONS TO AGENCIES

There were no Miscellaneous Appropriations to Agencies. (Copy of Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – NO MISCELLANEOUS APPROPRIATIONS TO EDUCATION

There were no Miscellaneous Appropriations to Education. (Copy of Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests included in the June 20, 2020 Agenda. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 19

Vice Chairman Walker made a motion to approve Budget Change Request Number 19, County Commission Appropriations. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 6

Vice Chairman Walker made a motion to approve Budget Change Request Number 6, Probate Judge’s Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

RECREATION BOARD – APPROVED BUDGET CHANGE REQUEST NUMBER 4

Commissioner Singleton made a motion to approve Budget Change Request Number 4, Recreation Board. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED ALLOCATION OF APPRAISER II AND RELATED POSITION FILL REQUEST

Commissioner Singleton made a motion to approve the Allocation of Appraiser II and Related Position Fill Request, Appraisal Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED POSITION FILL REQUEST FOR DEPUTY ADMINISTRATOR, POSITION NUMBER 200164010

Commissioner Harris made a motion to approve the Position Fill Request for a Deputy Administrator, Position Number 200164010, County Commission. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (9)

1. Corrections Officer Trainee, Position Number 500419045
2. Corrections Officer Trainee, Position Number 500419115
3. Corrections Officer Trainee, Position Number 500419118
4. Corrections Officer Trainee, Position Number 500419153
5. Corrections Officer Trainee, Position Number 500419172
6. Corrections Officer Trainee, Position Number 500419181
7. Corrections Officer Trainee, Position Number 500419200
8. Corrections Officer Trainee, Position Number 500419204
9. Corrections Officer Lieutenant, Position Number 500422156

Commissioner Harris made a motion to approve the Position Fill Requests, Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 17-1 through 17-9, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Records Coordinator, Position Number 408015011
2. Assistant Records Coordinator, Position Number 408010022
3. Retired RSA Employee Professional (Investigator), Position Number 400079001

Commissioner Harris made a motion to approve the Position Fill Requests, District Attorney’s Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Requests, Agenda Pages 18-1 through 18-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff Trainee, Position Number 550430039

Commissioner Harris made a motion to approve the Position Fill Request, Sheriff’s Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 19-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (3)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|----------------|-------------------------------|
| 1. Tax & Audit | Request Numbers 10, 11 and 12 |
|----------------|-------------------------------|

Vice Chairman Walker made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 20-1 through 20-3, 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:

SHERIFF'S OFFICE – APPROVED BID AWARD TO STRICKLAND COMPANIES FOR ELECTROSTATIC DISINFECTION APPLICATION SYSTEM, BID NUMBER 52110-20B-019

Commissioner Harris made a motion to approve the Bid Award to Strickland Companies for Electrostatic Disinfection Application System, Bid Number 52110-20B-019. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memoranda and Bid, Agenda Pages 21-1 through 21-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED CHANGE ORDER NUMBER 2 TO CONTRACT WITH ITNOA, LLC FOR RENOVATIONS OF 514 HERRON STREET

Commissioner Harris made a motion to approve Change Order Number 2 to Contract with ITNOA, LLC for Renovations of 514 Herron Street. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract Change Order, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton spoke about the late Georgia Congressman and Civil Rights Leader John Lewis who passed away over the weekend. He said Congressman Lewis was a great man who stood up for what he believed in.

Commissioner Sankey had no comment.

Vice Chairman Walker had no comment.

Chairman Dean thanked everyone for attending the meeting. He made remarks regarding how the COVID-19 pandemic has changed our way of living. He encouraged everyone to practice safety precautions, including washing hands and wearing masks when out in public.

Commissioner Harris said good morning to everyone and said he wanted to echo what Commissioner Singleton said regarding Congressman Lewis. He said that we have lost a civil rights icon, who was also a true leader, a religious and spiritual man. Commissioner Harris said Mr. Lewis personified what Dr. Martin Luther King meant when he spoke of non-violence in the resistance to unjust laws in an unjust society. He said people called it the civil rights movement, but it was a movement to restore humanity to an entire race of people in the United States of America, and Congressman Lewis was willing to give his life for that. Commissioner Harris also stated that Congressman Lewis was not easily angered and was a great leader. He offered his prayers to the Lewis family.

RECESS TO EXECUTIVE SESSION

Administrator Cauthen presented a letter from County Attorney Thomas T. Gallion, III regarding the Calling of an Executive Session to discuss a commerce and real estate matter. Commissioner Harris made a motion to go into the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Cauthen noted that all five Commissioners were present and that the Commission would adjourn the Commission meeting following the Executive Session. Chairman Dean recessed the Formal Session to the Executive Session. (Copies of Letter from County Attorney Thomas T. Gallion, III and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 23-1 and 23-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Singleton made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

Chairman Dean recessed the Executive Session to the Formal Session.

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on July 20, 2020, at 10:10 a.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

**MONTGOMERY COUNTY COMMISSION
MEETING DATE JULY 20, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 7-2-2020	
Check Numbers: 294468 – 294548	Total Checks Paid: \$ 257,521.68

ACCOUNTS PAYABLE CHECKS DATED 7-10-2020	
Check Numbers: 294549 – 294697	Total Checks Paid: \$3,265,973.74

EFT's included in amounts

PAYROLL CHECKS DATED 7-2-2020	
Check Numbers: 134643 – 134714	Total: \$ 93,265.63
Direct Deposits	Total: \$ 1,434,244.87
Federal Deposits	Total: \$ 291,244.45
Total Payroll Paid	Total: \$ 1,818,754.95

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

NOTICE

NOTICE IS HEREBY GIVEN by Montgomery County, Alabama (the "County"), that, at 9:30 a.m. on July 20, 2020, the Montgomery County Commission (the "County Commission") will hold a regular meeting in the Commission Chamber, on the First Floor of the Montgomery County Administration Building, Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama 36104. Such regular meeting will constitute a public meeting at which the County Commission will consider, discuss, vote, or take action on the adoption of a resolution authorizing and approving the County's use of public funds and other things of value, together with the City of Montgomery (the "City"), to support an economic development project pursuant to Amendment 713 and Amendment 772 to the Constitution of Alabama of 1901. Subject to certain conditions, the County and the City may contribute funds up to \$148,500.00 to Mountain Top USA, Inc., a Delaware corporation qualified to do business in Alabama, for the leasing, equipping, and manufacturing of truck accessories for European original equipment manufacturer (OEM) (the "Facility") on real property located at 647 Industrial Park Boulevard, Montgomery, Alabama 36117 (together with the Facility, the "Project"). The Project is expected to promote and assist the economic development of Montgomery, increase employment opportunities, and benefit private businesses, including other individuals and entities, including the owner of the Facility and the Project.

This Notice is being given by the County Commission pursuant to Amendment No. 713 to the Constitution of Alabama (1901), as amended, as the expenditure of funds by the County are for the purpose of promoting local economic and industrial development within the corporate limits of Montgomery County.

Given as of July 6, 2020.

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr.
Its Chairman

JUL 20 2020

Project Berry – Manufacturing of Automotive Accessories 647 Industrial Park Blvd, Montgomery, AL

Prospect Company: Mountain Top

Description: Dutch company who manufactures truck accessories specifically for OEMs proposes to lease a 67,000 square foot building located in Montgomery Industrial Park. The project will create 90 full time jobs with an average wage of \$37,668.8, not including benefits, with a total capital investment of \$13.3 M.

Estimated Project Schedule

Commence construction Q2 2020 Commence hiring/staffing Q2 2020

Commence operations Q1 2021

Estimated Workforce Investment

Minimum 90 full time jobs with an average wage of \$18.11 per hour for an estimated annual payroll of \$3,390,192.

Total Project Capital Investment

\$7,000,000 – manufacturing equipment

\$4,500,000 – building upgrades

\$1,800,000– non-manufacturing equipment

State Incentive Commitment

\$2,429,325 – Contingent upon participation by Local Government

Local Incentive Request

City - \$1,000 per job x 90 jobs = \$90,000

County - \$650 per job x 90 jobs = \$58,500

**A RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND RELATED DOCUMENTS
FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS OF VALUE IN AID OF
MOUNTAIN TOP USA, INC. AND CERTAIN OTHER PRIVATE ENTITIES**

WHEREAS, Mountain Top USA, Inc., a Delaware corporation qualified to do business in Alabama (together with its permitted successors and assigns, the "Company"), proposes to lease, equip, and manufacture truck accessories for European original equipment manufacturer (OEM) at its facility (the "Project"), within the corporate limits of Montgomery County, Alabama (the "County");

WHEREAS, the Company has requested that the County, together with the City of Montgomery, Alabama (the "City"), provide certain incentives to the Company to assist the Company with the Project;

WHEREAS, negotiations between the County, the City, and the Company have resulted in a proposal that the County, the City, and the Company enter into a Project Agreement in substantially the form attached as Exhibit A (the "Project Agreement"), under which the County and the City would (a) provide to the Company a cash incentive in the amount of up to \$148,500.00, and (b) authorize the Industrial Development Board of the City of Montgomery to grant abatements of certain noneducational taxes, all as more particularly described in and subject to the terms and conditions of the Project Agreement (the "Incentives").

WHEREAS, the County has caused to be published a notice satisfying the requirements stated in both (a) Amendment No. 713 to the Alabama Constitution of 1901 ("Amendment 713"), and (b) Section 94.01 of the Constitution of Alabama of 1901, also cited as Amendment No. 772 ("Amendment 772"), in order to approve and authorize the use and grant of public funds and things of value in aid of the Company and the other private parties identified in Section 3 of this Resolution, to the extent that any benefit is directly or indirectly derived by them as a result of the Incentives granted to the Company.

WHEREAS, the County desires to authorize and approve the grant and delivery of the Incentives, the execution, delivery, and performance of the Project Agreement, and all other agreements, instruments, and documents that the Montgomery County Commission deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.
2. The County has caused public notice of this meeting to be published in accordance with Amendment 713 and Amendment 772.
3. It is hereby found, determined, and declared that it is necessary, proper, and in the public interest, in accordance with Amendment 713 and Amendment 772, that the County grant the Incentives and enter into the Project Agreement, and that the use, grant, and expenditure of public funds and things of value

to provide the Company with the Incentives will serve a valid and sufficient public purpose under, and are authorized by, consistent with, and in furtherance of the objectives of Amendment 713 and Amendment 772, notwithstanding the benefits to the Company and any incidental benefit accruing to any other private person or entity, including the landlord and owner of the Project.

4. It is hereby found, determined, and declared that development and implementation of the Project with the Incentives from the County is in the best interest of the County and will serve a valid and sufficient public purpose and further enhance the public benefit and welfare by, among other things: promoting and assisting the economic development of Montgomery, increasing employment opportunities, benefitting private businesses, and increased funding for education.

5. The grant and delivery of the Incentives are approved, authorized, and ratified, and any officer of the Montgomery County Commission is hereby authorized and directed to execute, deliver, and cause the County to perform the Project Agreement, in substantially the form attached hereto, with such changes such officer may determine to be necessary or appropriate (such officer's execution of the Project Agreement including any change being conclusive evidence of such determination), and to negotiate, execute, deliver, and cause the County to perform all other agreements, instruments, and documents that such officer deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

6. The Chairman of the Montgomery County Commission, the County Administrator, and other officials and representatives of the County are severally authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the purposes of this Resolution, and any such actions heretofore taken by them are ratified and confirmed.

ADOPTED this the ____ day of _____, 2020.

Chairman
Montgomery County Commission

ATTEST:

County Clerk

EXHIBIT A
FORM OF
LOCAL GOVERNMENTS' PROJECT AGREEMENT
(Attached)

LOCAL GOVERNMENTS' PROJECT AGREEMENT

BY AND AMONG

CITY OF MONTGOMERY,

MONTGOMERY COUNTY, ALABAMA,

AND

MOUNTAIN TOP (USA) INC

(PROJECT BERRY)

LOCAL GOVERNMENTS' PROJECT AGREEMENT

THIS LOCAL GOVERNMENTS' PROJECT AGREEMENT (herein referred to as this "**Agreement**") is hereby made and entered into on June __, 2020 ("**Effective Date**"), by and among the City of Montgomery, an Alabama municipal corporation (the "**City**"), Montgomery County, Alabama, a body corporate and political subdivision of the State of Alabama (the "**County**"), and Mountain Top (USA) Inc., a Delaware corporation qualified to do business in Alabama (the "**Company**"). The City, the County, and Company are each referred to individually as a "**Party**" and collectively as the "**Parties**." The City and the County are sometimes collectively referred to as the "**Local Governments**."

RECITALS

WHEREAS, the City and the County support and encourage business and industrial development within their territorial boundaries for the benefit of their citizens; and

WHEREAS, the Company has approached the City and the County regarding the Company's desire to lease, equip, and manufacture truck accessories for original equipment manufacturers ("OEM") in the Company's facility (the "**Facility**"), an approximately 67,000 square foot building located at 647 Industrial Park Boulevard, Montgomery, Alabama 36117, as such site is more particularly shown on Exhibit "A" attached hereto (the "**Project Site**"); and

WHEREAS, the Company has represented that expects to make a total capital investment of approximately Nine Million Nine Hundred Eighty Five Thousand Dollars (\$9,985,000) in connection with leasing, upgrading, equipping, and operating the Facility and expects to employ at least 90 new, full-time, direct or indirect employees at the Facility earning an average hourly wage of at least Eighteen Dollars and Eleven Cents (\$18.11) exclusive of fringe benefits; and

WHEREAS, the Company has requested certain incentives in connection with locating at the Project Site, and the City and the County are willing to grant certain incentives, all on the terms and conditions herein contained, and based upon representations, agreements and covenants of the Company herein contained relating to the Project and the employment thereof; and

WHEREAS, the Parties desire to set forth the terms and conditions on which the incentives will be provided and the terms and conditions on which repayment of such incentives will occur in the event that the commitments on behalf of the Company as set forth in this Agreement are not fully satisfied.

NOW, THEREFORE, for and in consideration of the foregoing premises and the other agreements and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the capitalized terms defined in this Article 1 shall have the meanings herein specified for all purposes of this Agreement unless otherwise clear from the context in which the term is used and shall be applicable to both the singular and plural forms of any of the terms defined herein.

"Act" means the Alabama Jobs Act (Alabama Act No. 2015-27), as codified in *Ala. Code* §§ 40-18-370, *et seq.*

"Actual Average Hourly Wage" shall be computed by the following formula: (wages for all Full-Time Employees in a Reporting Year) divided by (hours worked by all Full-Time Employees in the same Reporting Year).

"Agreement" means this Project Agreement, as amended in accordance with its terms.

"Change of Control" shall have the meaning of either:

i. The acquisition by any **"person"** (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to manage the activities and affairs of the Company or to vote in the election of directors or other persons having authority to manage the business and affairs of the Company, whether or not the Company is subject to the Exchange Act, or

ii. The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or other disposition of all or substantially all of the Company's assets.

iii. Notwithstanding the foregoing, an acquisition by any person, or the consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or other disposition of all or substantially all of the Company's assets, shall not constitute a Change in Control hereunder where such transaction involves the Company and any Affiliate (any such transaction shall be an **"Affiliate Transaction"**). **"Affiliate"** means, with respect to a Party, any other Person that directly or indirectly controls or is controlled by, or is under direct or indirect common control with, that Party. For the purpose of this definition, **"control"** when used with respect to a Person, shall mean the power to direct the management and policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

"City" shall have the meaning set forth in the preamble.

"Closing" shall be the consummation of the lease of the Project Site, including payment of all amounts due at that time, and execution and delivery of a lease agreement between the Company and the

Landlord pursuant to Article 3.

"Closing Date" shall be no later than August 1, 2020, unless another date is mutually agreed upon by the County and the Company.

"Commence Operations" or **"Commencement of Operations"** shall mean that the Company is manufacturing truck accessories for United States OEM and United States aftermarket sales in the regular course of its business.

"Company" shall have the meaning set forth in the preamble.

"County" shall have the meaning set forth in the preamble.

"Effective Date" shall have the meaning set forth in the preamble.

"Eligible Employee" means a person who both (i) meets the definition of Full-Time Employee as set forth in this Article 1, and (ii) satisfies the definition of Employee as provided in the Act.

"Force Majeure Event" means any matter outside the reasonable control of the Company (excluding unfavorable economic conditions), including, without limitation, acts of God, acts of terrorism or war, extreme weather, strikes or other labor disputes, riots or other acts of civil disorder, government restrictions (such as, expropriation, condemnation, embargo, changes in laws) on operations (including orders of shelter-in-place, quarantines, work restrictions or related government orders or mandates arising from or in connection with pandemics including, without limitation, COVID-19) or trade (including restrictions on export licenses or expanded tariffs), or the failure of any governmental entity to timely issue, upon proper submission and documentation by the Company, any permit required to commence the construction of any necessary leasehold improvements to the Facility, complete the Project, or Commence Operations, including without limitation tax exemption certificates, building permits, certificates of occupancy and environmental permits.

"Fringe Benefits" shall mean all non-Wage consideration paid or otherwise provided to Full-Time Employees, including, but are not limited to, health insurance, retirement benefits, life insurance, worker's compensation, unemployment compensation, and FICA taxes.

"Full-Time Employee" means (i) a natural person who is being paid directly by the Company for not less than thirty-six (36) hours per week, is employed at the Facility, and who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, (ii) an employee of a direct contractor of the Company who is paid by the Company's direct contractor for working at the Facility for not less than thirty-six (36) hours per work week, (iii) a natural person working under a contract with the Company for working at the Facility for not less than thirty-six (36) hours per work week. Notwithstanding the above, the term "Full-Time Employee" shall not include an unskilled temporary employee, an employee of a temporary personnel agency or a worker performing construction work on buildings or other structures which are intended to be part of the Project. All Full Time Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Jobs Maintenance Period" shall have the meaning set forth in Section 4.1 of this Agreement.

"Jobs Target" shall have the meaning set forth in Section B of Article 2 of this Agreement.

"Jobs Recapture Amount" has the meaning set forth in subsection 4.3(b) of this Agreement.

"Jobs Target Date" shall have the meaning set forth in Section B of Article 2 of this Agreement.

"Landlord" means Industrial Partners, LLC, an Alabama limited liability company.

"Local Governments" means the City and the County.

"Local Governments Incentives" means those benefits and incentives provided by the Local Governments and their related entities, such as the Montgomery Area Chamber of Commerce, pursuant to this Agreement or otherwise.

"Minimum Average Hourly Wage" shall mean the Actual Average Hourly Wage of Full-time Employees at least equal to the Wage Rate.

"Party" or "Parties" shall have the meaning set forth in the preamble of this Agreement.

"Person" means a natural person, corporation, business trust, association, company, partnership, limited liability company, joint venture and other entity and shall include a government agency and political subdivision.

"Placed-in-Service Date" means the date on which the Local Governments determine that the Company has first Commenced Operations.

"Project" or "Facility" means the operation of the facility for the manufacture of truck accessories for original equipment manufacturer (OEM) at the Project Site.

"Project Site" has the meaning set forth in the Recitals.

"Reporting Year" shall mean each successive 12-month period of the Jobs Maintenance Period. The first Reporting Year will begin on the first day of the calendar quarter following the Jobs Target Date.

"State" means the State of Alabama.

"Yearly Average" means an average number calculated on an annual basis for each Reporting Year. The Yearly Average shall be calculated by adding the total number of Full-Time Employees on the 15th day of each month in the applicable Reporting Year and dividing that sum by twelve (12).

"Wage Rate" means \$18.11 per hour, exclusive of Fringe Benefits.

1.2 **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be

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

ARTICLE 2

THE COMPANY'S COMMITMENTS, REPRESENTATIONS AND WARRANTIES

In consideration of the Local Governments providing the incentives described herein below, the Company makes the following commitments to the Local Governments:

A. The Company acknowledges that the citizens of the Local Governments anticipate the receipt of substantial economic benefit to the local economies in return for the incentives granted to the Company under this Agreement. The Company shall have entered into a lease for the Project Site pursuant to Article 3 no later than the Closing Date, and the Company shall Commence Operations at the Facility not later than January 2, 2021, subject to possible extension for a Force Majeure Event.

B. Subject to possible extension for a Force Majeure Event, not later than December 31, 2023 (the "**Jobs Target Date**"), the Company shall employ at least ninety (90) Full-Time Employees (the "**Jobs Target**"), earning at least the Minimum Average Hourly Wage. The Company shall employ at least thirty (30) Full-Time Employees earning at least the Minimum Average Hourly Wage by January 1, 2022, and at least sixty (60) Full-Time Employees earning at least the Minimum Average Hourly Wage by January 1, 2023.

C. The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in equipping and operating the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

D. The Company shall give good-faith consideration for employment at the Project to qualified Montgomery County residents, subject in all cases to the Company's then usual and customary hiring policies. The Parties acknowledge that selection of employees for the Project shall be at the sole discretion of the Company.

E. The Company represents that it is a going concern, is financially solvent, and shall make available adequate funding to complete the renovations and improvements at the Project and to conduct the

Company's business at the Facility.

F. The Company represents that it is duly organized under Delaware law and is in good standing, registered, licensed, and qualified to do business in Alabama, in accordance with Alabama law, and shall remain in good standing under Delaware law, and licensed, qualified, and in compliance with all Alabama laws applicable to the Company's operations, throughout the duration of this Agreement including any applicable employment and immigration laws.

G. The Company represents and warrants to the Local Governments that (i) the execution, delivery and performance of this Agreement has been duly authorized and does not violate the Company's governing organizational documents or any law applicable to it or any judgment or order applicable to it, (ii) the Company has full power and authority to execute, deliver and perform this Agreement, and (iii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against it in accordance with its terms.

H. The Company, to the actual knowledge of its Chief Executive Office, represents that neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

I. By signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien at the Facility. Furthermore, if the Company is found to be in violation of this provision, it shall be deemed in breach of this Agreement and the Company shall be responsible for all damages resulting therefrom. The Company will participate in the E-Verify program once it hires staff and is eligible to do so.

J. The Company is not prohibited from consummating any of the transaction(s) contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

K. The Company represents that it has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law, and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement, to execute, deliver and perform the documents or instruments required herein and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been or will be duly obtained in accordance with applicable law and procedures. Upon request by the Local Governments, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Local Governments. The Company's legal counsel, upon request, shall furnish an opinion of counsel to the Local Governments in a form reasonably satisfactory to the Local Governments as to the matters set forth in Sections G, H, J, and K of this Article 2, and any other matters described herein requested by the Local Governments.

L Notwithstanding anything in this Agreement to the contrary, in the event the Company shall fail to meet the commitments set forth in Sections A, B, or E of this Article 2 by the deadline set forth therein due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the Local Governments. In such an event, the Company shall give the Local Governments written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under the Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under the Agreement.

M All such certifications provided under this Agreement shall be subject to the Local Governments' rights to review and audit, upon reasonable prior notice and during normal working hours, such certification or certifications in accordance with normal procedures that the Local Governments use with respect to loans and grants based upon employment criteria as established from time to time. The Local Governments may require reasonable additional documentation to support the certification.

N The Company represents to the Local Governments that it has reached an agreement in principle with the State for a project agreement on the State level between the Company and the State. In the event that such project agreement has not been executed between the Company and the State on or before June 15, 2020, the Company may terminate this Agreement by written notice to the Local Governments given on or June 30, 2020. In the event that such project agreement has not been executed between the Company and the State on or before June 15, 2020, the Local Governments may terminate this Agreement by written notice to the Company and the State given on or before June 30, 2020.

O The Company will provide written notice to the Local Governments prior to any Change of Control including in such notice the parties, terms, and conditions of the proposed Change of Control.

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

Subject to the terms and conditions of this Agreement and the execution of a lease agreement regarding the Facility between the Company and the Landlord, the Local Governments commit to do the following for the Company:

- A. The Local Governments will pay the following amounts to the Company, with 60% of the funds to be paid by the City and 40% of the funds to be paid by the County:
- i. On or before March 31, 2022, One Thousand Six Hundred Fifty Dollars (\$1,650) multiplied by the number of Full-Time Employees of the Company employed as of January 1, 2022;
 - ii. On or before March 31, 2023, One Thousand Six Hundred Fifty Dollars (\$1,650) multiplied by the number of Full-Time Employees of the Company employed by the Company as of January 1, 2023, in excess of the number of Full-Time Employees employed by the Company as of January 1, 2022; and

- iii. On or before March 31, 2024, One Thousand Six Hundred Fifty Dollars (\$1,650) multiplied by the number of Full-Time Employees of the Company employed by the Company as of January 1, 2024 that exceeds of the greater of the number of Full-Time Employees employed by the Company as of (I) January 1, 2022, or (II) January 1, 2023;

provided, however, in no event will the Local Governments pay the Company under this subsection more than One Hundred Forty Eight Thousand Five Hundred Dollars (\$148,500) per Full-Time Employee of the Company, calculated on an aggregate payment basis.

B. The Montgomery Area Chamber of Commerce (the "**Chamber**") shall provide a project coordinator to facilitate the implementation of all Local Government commitments and approval of the necessary Local Government permits.

C. As of the Effective Date, the Local Governments will have authorized the Industrial Development Board of the City of Montgomery (the "**IDB**") to grant the permissible local government noneducation tax abatements under the Tax Incentives Reform Act of 1992 (*Ala. Code* §§ 40-9B-1, et. seq.), as amended, to the extent the Project qualifies for such abatements subject to such approvals and requirements as are imposed by the IDB relating thereto. The grant of authority for abatement of the Local Governments' portion of the noneducational ad valorem taxes will be for ten (10) years. If the IDB and the Company have not executed an abatement agreement for local taxes as contemplated in the two immediately preceding sentences on or before May 1, 2020, then the Company may terminate this Agreement by written notice to the Local Governments given on or before June 1, 2020.

D. The Local Governments shall make available until the Placed-in-Service Date, all of the eligible City, the County, and the State sales and use tax abatements to the Company to equip the Facility as provided in and subject to Section 40-9B-1, et seq. of the *Code of Alabama*. The Company will pay all expenses associated with obtaining, and complying with the requirements of, such abatements, including fees charged by the IDB and reasonable legal fees not to exceed \$ 24,993. In addition, the Company will be responsible for and pay all of its own expenses, including the fees of its attorneys and consultants.

ARTICLE 4

COMPLIANCE AND RECAPTURE OF INCENTIVES

4.1 **Annual Compliance prior to the Jobs Target Date and during the Jobs Maintenance Period.** The Company acknowledges that the Company's right to the Local Governments Incentives is contingent upon annual reporting to confirm compliance with the Jobs Target and Minimum Average Hourly Wage requirements as set forth in this Agreement. Annual compliance is required as provided in Section A of Article 3 and during the three (3) Reporting Years immediately following the Jobs Target Date (the "**Jobs Maintenance Period**").

(a) Not later than January 31 of each of 2022, 2023, and 2024, the Company shall furnish to the Local Governments a certificate, substantially in the form attached as Exhibit "B", certified as to the accuracy of the facts stated therein by an officer of the Company, certifying the number of Full-Time Employees at the Facility as of January 1, 2022, January 1, 2023, and January 1, 2024, respectively;

(b) Not later than sixty (60) days following the last day of each Reporting Year during the Jobs Maintenance Period, the Company shall furnish to the Local Governments a certificate, substantially in the form attached as Exhibit "C", certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying for each Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility.

(c) The Local Governments may require the Company to provide such other commercially reasonable documentation which the Local Governments deem necessary to confirm the Company's certification, which such documentation may be the documentation provided to the State under the Act.

4.2 Operations Recapture of Local Governments Incentives.

(a) The Company acknowledges that the Local Governments Incentives offered by the Local Governments are based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project and additional payroll and jobs created by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture of the Local Governments Incentives by the Local Governments.

(b) If the Company shall (i) fail to Commence Operations by January 1, 2021 for any reason (subject to extension for Force Majeure Events), or (ii) after Commencement of Operations, fails to continue to operate the Project for a period of thirty-six (36) consecutive months from the date of Commencement of Operations, then the Company shall pay in immediately available U.S. dollars jointly to the Local Governments an amount equal to the product determined by multiplying (A) the aggregate amount of payments made by the Local Governments under Section A of Article 3 by (B) a fraction the numerator of which is the difference between thirty-six (36) and the number of consecutive months after the Commencement of Operations that the Company first fails to operate the Project and the denominator of which is thirty-six (36).

(c) Any recapture payments due from the Company under this Section 4.2 shall be made within sixty (60) days following the delivery date of the Local Government's written notice to the Company of the event or failure triggering the repayment obligation.

(d) The right of the Local Governments to recapture the Local Governments Incentives upon any uncured material breach of this Section 4.2 by the Company following written notice thereof, shall survive a termination of this Agreement until satisfied.

4.3 Jobs Recapture for Local Governments Incentives.

(a) The Company acknowledges that the Local Governments Incentives offered by the Local Governments are based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred at the Facility and additional payroll and jobs created by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture and the provisions for disqualification of the Company's right to receive the Local Governments Incentives that the Company would otherwise be eligible to receive under this Agreement.

(b) For any Reporting Year of the Jobs Maintenance Period, if the Company does not maintain a sufficient number of Full-Time Employees to meet a Yearly Average at least equal to ninety percent (90%) of the jobs target of 90 Full-Time Employees who are earning the Minimum Average Hourly Wage, the Company shall pay to the Local Governments an amount equal to the product of (\$550 multiplied by the difference between 81 and the number of Full-Time Employees earning the Minimum Average Hourly Rate ("**Jobs Recapture Amount**"); provided, however, that the Jobs Recapture Amount shall not exceed the aggregate payments made by the Local Governments to the Company under Section A of Article 3 on a per employee basis. For example only, if the Company employs only 80 employees during each Reporting Year of the Jobs Maintenance Period, the total recapture amount would be \$1,650 (equal to: 1 employee x 3 years x \$550).

(c) Any recapture payment due under this Section 4.3 shall be repaid to the Local Governments by the Company within sixty (60) days after the Company receives written demand from the Local Governments.

(d) The right of the Local Governments to recapture the Jobs Recapture Amount due to the Company's failure to employ the requisite number of Full-Time Employees, as described in Section 4.3(b) above, and a request therefor by the Local Governments shall survive a termination of this Agreement until satisfied.

4.4 **Termination of Incentives.** At the sole option and discretion of the Local Governments, upon written notice to the Company by either of the Local Governments following the occurrence of a breach, default, or violation of this Agreement by the Company and failure of the Company to cure same following notice and reasonable time period to cure, but for a period not to exceed thirty (30) days unless a longer time period is prescribed elsewhere in this Agreement, or upon any event triggering a repayment by the Company under this Article 4 (each is a "**Default**"), the obligations of the Local Governments shall cease and terminate, and all obligations of the Company shall cease and terminate except those that are expressly intended to survive the termination or expiration of this Agreement.

ARTICLE 5

MISCELLANEOUS

A. This Agreement shall be effective upon the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement prior to such authorization, but that the obligations, liabilities, agreements, and statements herein contained on the City and County shall not be binding and enforceable on any Party, unless and until this Agreement is approved by the respective governing bodies of the City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the City and County to be authorized and approved in connection with Amendment 713.

B. To expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same agreement and contract, for the same effect as if all Parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart by a Party shall constitute the same as delivery of the original of such executed counterpart by that Party. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electronic mail) without impairing the legal and binding effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The Parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other Parties will rely on the facsimile or electronic mail signatures as if it were an original signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based upon such form of signature.

C. The governing law of this Agreement shall be the law of the State of Alabama. Any proceeding or other legal dispute arising out of or relating to this Agreement may be brought in U.S. federal court for the Middle District of Alabama, or in the Circuit Court of Montgomery County, Alabama. Each of the Parties submits to the jurisdiction of either such court in any such proceeding or other legal dispute, waives any objection it may now or hereafter have to venue or to inconvenience of forum, agrees that all claims in respect of the proceeding or other legal dispute shall be heard and determined only in any such court, and agrees not to bring any proceeding or other legal dispute arising out of or relating to this Agreement in any other court. Any of the Parties may file a copy of this Section with any court as written evidence of the knowing, voluntary, and bargained agreement among the Parties irrevocably to waive any objection to venue or convenience of forum as applicable. Process in any such proceeding or other legal dispute may be served on any Party anywhere in the world.

D. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

E. All communications and notices expressly provided herein shall be in writing and shall be sent, by registered, first class mail, postage prepaid or by a nationally recognized overnight courier for delivery on the following business day, or by electronic mail followed by an original sent by first class mail, postage prepaid, as follows:

City of Montgomery:

Mayor Steven L. Reed
City of Montgomery
103 North Perry Street (36104)
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334) 241-2600
Email: _____

Montgomery County
Commission:

Honorable Elton Dean
Montgomery County Commission
101 South Lawrence Street (36104)
Post Office Box 1667

-11-

Montgomery, Alabama 36102
Fax: (334) 832-2533
Email: _____

With copy (which shall not
constitute notice) to:

City Attorney
City of Montgomery
103 North Perry Street (36104)
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334) 241-2600
Email: _____

and

Ms. Ellen McNair
Montgomery Area Chamber of Commerce
41 Commerce Street
Montgomery, Alabama 36104
Fax: (334) 265-4745
Email: _____

and

James R. Seale, Esq.
Hill Hill, Carter,
Franco, Cole & Black, P.C.
Post Office Box 2069
Montgomery, Alabama 36102-2069
Fax: (334) 263-5969
Email: _____

Company:

Mountain Top (USA) Inc.
655 Industrial Park Boulevard
Montgomery, AL 36117
Attention: Chief Executive Officer
Email: _____

With a copy (which shall
not constitute notice) to:

Allison Post Harris, Esq.
Martensen Wright PC
One Capitol Mall, Suite 670
Sacramento, CA 95814
Fax: (916) 448-9084
Email: aph@usa-eurolaw.com

or to such other address as the receiving Party shall have most recently forwarded to the sending Party

pursuant to the provisions of this Section E of Article 5.

F. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of this Agreement or otherwise.

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

H. Without the consent of the City or County, which consent shall not be unreasonably withheld, conditioned or delayed, this Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to assign this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume the assigned obligations of the Company in and to the Project.. If so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement, unless specifically excused therefrom by the City and the County, to be expressed in writing and signed by an authorized representative of the City and the County.

I. The titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

J. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between the Company and either of the Local Governments.

K. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Company and its successors and permitted assigns, and shall be binding upon and shall inure to the benefit of the Local Governments and their respective successors and assigns and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Local Governments or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of the Local Governments which are Parties hereto.

L. Time is of the essence as to all terms and conditions of this Agreement.

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

N. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties themselves, and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any City or County constituents, employees or independent contractors.

O. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party. Furthermore, the parties are not and shall not be deemed to be joint venturers.

P. The Parties hereto agree that the Local Governments shall have no liability, responsibility or obligation resulting from the construction or operation of the Project (provided, however, that this Section shall not relieve any Party of any of its covenants and obligations under this Agreement), and that the Company shall be solely responsible for operating the Project.

Q. The Company shall release, save, hold harmless, and indemnify each of the Local Governments, their elected officials, officers, employees, and agents (collectively, the "**Indemnified Parties**") from and against any and all third-party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all actual, reasonable costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, except to the extent of either of the Local Governments' contributory liability therefor. The Company, upon notice from each of the Local Governments, shall defend the same at the Company's expense by counsel satisfactory to the particular Local Government. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

R

[EXECUTION AND NOTARY ACKNOWLEDGMENTS
APPEAR ON NEXT FOLLOWING PAGES]

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

CITY OF MONTGOMERY

By: _____
Steven L. Reed
Its Mayor

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

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

SUBSCRIBED AND SWORN to before me on this the _____ day of _____, 2020.

[seal]

Notary Public
My Commission Expires: _____

MONTGOMERY COUNTY, ALABAMA

By: _____
Elton Dean
As Chairman of the Montgomery County Commission

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

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

SUBSCRIBED AND SWORN to before me on this the _____ day of _____, 2020.

[seal]

Notary Public
My Commission Expires: _____

By: _____
 Its _____

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Map of Project Site

[SEE ATTACHED]

EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
PURSUANT TO THE PROJECT AGREEMENT
AMONG THE CITY OF MONTGOMERY, ALABAMA,
MONTGOMERY COUNTY, ALABAMA, AND
MOUNTAIN TOP (USA) INC.
DATED _____, 2020**

The undersigned officer of Mountain Top (USA) Inc., a Delaware corporation (the "**Company**") hereby certifies to the City of Montgomery, Alabama (the "**City**") and Montgomery County, Alabama (the "**County**") that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. Pursuant to Section 4.1(a) of the Project Agreement among the City, the County, and the Company dated _____, 2020, the Company is required, not later than January 31 of each of 2022, 2023, and 2024, to furnish to the City and the County a certificate, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying the number of Full-Time Employees at the Facility as of January 1, 2022, January 1, 2023, and January 1, 2024, respectively. The number of Full-Time Employees at the Facility as of January 1, 202____, was_____.

2. Capitalized terms not defined in this Certificate have the respective meanings as provided in the Project Agreement.

(Signature)

(Print Name)

Title: _____

Date: _____

VERIFICATION

STATE OF _____)
: _____)
_____ COUNTY)

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

Sworn and subscribed before me this the _____ day of _____, 2020.

AFFIX SEAL

Signature of Notary Public _____

Printed Name _____

My Commission Expires _____ day of _____, 202_____

EXHIBIT "C"

CERTIFICATE OF COMPLIANCE
PURSUANT TO THE PROJECT AGREEMENT
AMONG THE CITY OF MONTGOMERY, ALABAMA,
MONTGOMERY COUNTY, ALABAMA, AND
MOUNTAIN TOP (USA) INC.
DATED _____, 2020

The undersigned executive officer of Mountain Top (USA) Inc., a Delaware corporation (the "**Company**"), hereby certifies to the City of Montgomery, Alabama (the "**City**") and Montgomery County, Alabama (the "**County**") that he or she has knowledge of the facts set out below, and does hereby certify as follows:

1. Pursuant to Section 4.1(b) of the Project Agreement among the City, the County, and the Company dated _____, 2020, the Company is required, not later than sixty (60) days following the last day of each Reporting Year during the Jobs Maintenance Period to furnish to the City and the County a certificate, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying for such Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility. For Reporting Year ended _____, 202____, (i) the Yearly Average number of Full-Time Employees at the Facility was _____, and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility was \$ _____.

2. Capitalized terms not defined in this Certificate have the respective meanings as provided in the Project Agreement.

(Signature)

(Print Name)

Title: _____

Date: _____

VERIFICATION

STATE OF _____)
 :
 _____ COUNTY)

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

Sworn and subscribed before me this the _____ day of _____, 2020.

AFFIX SEAL

Signature of Notary Public _____

Printed Name _____

My Commission Expires _____ day of _____, 202_____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, Florence M. Cauthen, Clerk of Montgomery County, Alabama, do hereby certify that the above is a true, correct, and exact copy of a resolution duly and legally adopted by the County Commission of Montgomery County, Alabama, at a meeting thereof on the ___ day of _____, 2020, as taken from the minutes of such meeting.

Witness my hand and official seal on this the ___ day of _____, 2020.

Clerk of Montgomery County, Alabama

(OFFICIAL SEAL)



Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AGENDA

JUL 20 2020

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Ms. Florence Cauthen, Acting County Administrator
FROM: Greg Clark, Executive Director
DATE: June 18, 2020
RE: FY2020 Grant DOE 028-20 Weatherization Assistance

Alabama Department of Economic and Community Affairs (ADECA) has notified our office that the Grant DOE 028-20 Weatherization Assistance Program contract is ready for adoption. The award amount to Montgomery County is \$175,434 under the Grant DOE 028-20 Weatherization Assistance. This award is to assist 24 houses to be weatherized within Montgomery County.

Reminder, this program's primary goal is to provide assistance to low and moderate-income households to improve the energy efficiency of their homes.

This is the second part of the Weatherization Program FY2020 funding under the Department of Energy (DOE). The first part of the funding FY2020 was under Low Income Home Energy Assistance Program (LIHEAP) from the Department Health and Human Services (HHS). The LIHEAP funding as accepted by the Montgomery County Commission on April 20th.

CARPDC is requesting these items be place on County Commission Agenda. The action to be undertaken is to accept the grant award, grant extensions and authorizing the Chairman to sign the grant agreements (Grant DOE-028-20)

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

June 8, 2020

The Honorable Elton Dean, Sr., Board Chair
Montgomery County Commission c/o Central Alabama
Regional Planning and Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Number: DOE-028-20

It is my pleasure to announce conditional approval of this award by the Governor to the Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission for \$175,434.00. This award is made possible by funds received by the Alabama Department of Economic and Community Affairs (ADECA) from the U.S. Department of Energy. The grant will be administered by the Energy Division of ADECA. Soon, you will receive a Letter of Conditional Commitment with a List of Requirements that must be completed before the grant award can be issued.

I commend you on your efforts to provide these services to the citizens of Alabama and wish you full success in implementing this program.

Sincerely,

A handwritten signature in black ink, appearing to read "K. W. Boswell".

Kenneth W. Boswell
Director

KWB/TW/sf

cc: Mr. Greg Clark, Executive Director

**Central Alabama Regional Planning
and Development Commission
Procurement Accounting Policy**

As of January 2020

The Central Alabama Regional Planning and Development Commission procurement (CARPDC) policy includes, but is not limited to, local, State and federal procedures for procurement, property management, adherence to the competitive bid, and all other financial requirements. When the Commission is the recipient or manages of federal grants funds, the following regulations apply: *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is commonly referred to as the *Super Circular*. The *Super Circular* was published in the Federal Register on December 26, 2013, and is set to take effect at the end of calendar year 2014. The *Super Circular* supersedes and combines the requirements of eight existing OMB Circulars (See Below).

CARPDC accounting principles will follow all applicable federal, State and local regulations as required appropriate to the funds source.

The *Super Circular* supersedes and combines the requirements of eight existing OMB Circulars from the following categories:

Administrative Requirements

- Circular A-102, Grants and Cooperative Agreements with State and Local Governments
- Circular A-110, Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- Circular A-89, Catalog of Federal Domestic Assistance (CFDA)

Reforms to Administrative Requirements are focused in the following areas:

- Conflict of Interest Guidance
- Definition of Supplies
- Pre-Award Risk Assessment
- Procurement Standards
- Performance Measurement
- Greater focus on Internal Controls
- Cost Sharing
- Requirements for Pass-Through Entities

- Mandatory Disclosures

Cost Principles

- Circular A-21, Cost Principles for Educational Institutions
- Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
- Circular A-122, Cost Principles for Non-Profit Organizations

Reforms to Cost Principles are focused in the following areas:

- Provides guidance for classifying certain costs as either Direct or Indirect
- Indirect Costs: Organizations will also be permitted to elect an automatic indirect cost rate of 10% of modified total direct costs, to be used indefinitely if they wish, or they may elect to negotiate a higher rate.
- Direct Costs: In certain circumstances, program administration costs can be reported as direct costs applicable to a specific program. Previously, grantees sometimes were required to pass these charges on via their indirect cost rates.

Audit Requirements

- Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
- Circular A-50, Audit Follow-up

Reforms to Audit Requirements are focused in the following areas:

- Increased expenditure threshold for Single Audit requirement to \$750,000 from \$500,000
- Changes to the Risk Assessments and Major Program determination processes
- Reduction in the number of Compliance Requirements
- Modification to Reporting of Audit Findings and Questioned Costs
- Increased threshold for reporting Questioned Costs to \$25,000 from \$10,000

AGENDA

JUL 20 2020



DERRICK CUNNINGHAM SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

June 25, 2020

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Request for Sale of (2) MCSO Vehicles

I am in receipt of the attached letter from the Macon County Sheriff's Department whereby they are requesting to purchase two (2) of our decommissioned fleet vehicles that have not sold to-date.

If you have any questions, please let me know.

DC/crv

encl.

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

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990



MACON COUNTY SHERIFF DEPARTMENT

246 COUNTY ROAD 10
TUSKEGEE, AL 36083
(334) 724-0669 / FAX (334) 724-0009

DETENTION CENTER (334) 727-2500

ANDRE' BRUNSON
SHERIFF

June 24, 2020

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

Dear Sir:

This letter is serving to purchase two (2) vehicles from the Montgomery County Sheriff's Office that have been deemed decommissioned by Sheriff Derrick Cunningham (below). In an effort to keep up with the demands of daily operations, these vehicles will become part of a fleet that is rebuilding and are needed to serve the citizens of Macon County. As Sheriff of Macon County, I appreciate any and all consideration in this matter.

Vehicles Decommissioned:

(2) – 2014 Ford Explorers

If there is any additional information needed concerning this matter please call me at 334-339-0522 (cell).

Sincerely

A handwritten signature in cursive script that reads "Andre Brunson".
Sheriff Andre Brunson

We Serve And Protect With Pride

JUL 20 2020

July 2, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: CARES Act Reimbursements

The CARES Act provides reimbursement for:

1. Necessary expenditures incurred due to COVID-19;
2. Not budgeted as of March 27, 2020;
3. Incurred on or after March 1, 2020, up to December 30, 2020.

I request that the Commission authorize the expenditure of funds to be used to prevent, prepare for, and respond to the coronavirus and are eligible for reimbursement.

July 2, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: CARES Act Reimbursements – Audio Visual Equipment

The number of people who are able to attend Commission meetings, as well as participate in meetings necessary to conduct the business of the County, is significantly limited by social distancing. In order to allow participation by staff and the public, additional communication equipment must be installed in the Commission chamber and conference room.

Attached is a Standard Service Agreement with Howard Technology Solutions and a Statement of Work for the installation and programming of audio-visual equipment and a three-year service agreement for \$17,025. Hardware will be purchased under state contract at a cost of \$54,783.

I request that the Service Agreement and Statement of Work be placed on the next agenda.

STANDARD SERVICE CONTRACT

SSC#: 8036 Commission and Board

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

1. This Standard Service Contract (this "Contract"), entered into between Howard and Montgomery County ("Customer"), covers the products identified in the Howard Quote # 1031919 attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

2. The term of this Contract is three (3) year, beginning on the date of Howard's installation of the Covered Products. This contract is renewable on a year-to-year basis after the original three (3) year term.

3. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

4. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

5. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

6. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

7. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

8. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule.

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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite

at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

AGREED:

Customer (Name and Title)

Date

AGREED:

Howard Technology Solutions,
a Division of Howard Industries, Inc.

1/31/2017

Date

File Name:

Attachment: **Howard Quote**

Note: This Statement of Work covers Howard Technology Solutions for the installation of AV Equipment for Montgomery County.

Date: 6/23/2020

OPP # 008036

Quote #___(Temporary SOW - For Review Only).

Summary Statement of Work

This summary statement of work covers the onsite installation and programming of AV equipment in the commission chamber & the board room.

Scope (Commission Chamber):

1. Installation of a fixed frame 120" diagonal screen on the wall between the existing wall mounted speakers.
2. Installation of a Crestron presentation switcher in the existing equipment rack located in the equipment room.
3. Installation of a DM transmitter inside the existing lectern. Connect the DM output of the transmitter to the DM #1 input of the presentation switcher. Connect the HDMI output of the transmitter to the HDMI input of the existing display located on the top of the lectern. Connect the display port output of the existing computer to the display port of the transmitter. Run a HDMI cable through the existing cable cubby in the top of the lectern and connect to the HDMI #1 input of the transmitter. This connection will be used for a guest connection.
4. Installation of a DM transmitter at the control point in the back of the room under the counter top. Connect the DM output of the transmitter to the DM input #2 of the presentation switcher. Connect the HDMI output of the existing computer to the HDMI #1 input of the transmitter. Run a HDMI cable through the existing cable cubby and connect to the HDMI #2 input of the transmitter. This cable will be used for a guest connection.
5. Connect the existing cable set top box (STB) HDMI output to the HDMI #1 input of the presentation switcher. Connect the RS232 port of the STB to COM A port on the presentation switcher.
6. Installation of a Mersive wireless presentation receiver in the equipment rack. Connect the HDMI output of the receiver to the HDMI #2 input of the presentation switcher.
7. Installation of a HDBaseT input plate located in the center of the main table and one on the front of that table. Installation of two HDBaseT receivers in the equipment rack near the presentation switcher. Connect the plates to the receivers using shielded CAT cable. Connect the HDMI output of the receivers to HDMI \$4 & 5 of the presentation switcher.
8. Installation of a PTZ camera in the back of the room next to the projector. Installation of a second PTZ camera in the front of the room from the ceiling. Installation of the HDBaseT receiver for each camera in the equipment rack. Connect the camera to the receiver using shielded CAT cable. Installation of a 1x2 camera switcher in the

P.O. Box 1590 Laurel, MS 39441

(601) 399-5021 (888) 323-3151 fax (601) 399-5060 www.howardcomputers.com

- equipment rack. Connect the HDMI output of each receiver to the HDMI inputs of the switcher. Connect the HDMI output of the switcher to the HDMI #3 input of the presentation switcher.
9. Installation of a Epson laser projector at the location of the old projector. The projector will be 37' from the new screen. Installation of a DM receiver at the projector. Connect the DM #1 output of the presentation switcher to the DM receiver. Installation of a 1x2 HDMI splitter at the projector. Connect the HDMI output of the receiver to the HDMI input of the splitter. Connect one of the HDMI outputs of the splitter to the HDMI input of the projector. Connect the COM port of the receiver to the RS232 port of the projector.
 10. Installation of a 75" display on the back wall. Connect the second HDMI output of the splitter located at the projector to the HDMI input of the display. Installation of a Crestron control I/O module behind the display. Connect the module to the CNET port on the presentation switcher. Connect the COM port of the module to the RS232 port of the display.
 11. Installation of a DM receiver at the stage left end of the board member table. Connect the DM #2 output of the presentation to the receiver using shielded CAT cable. Installation of a 1x8 HDMI splitter next to the receiver. Connect the HDMI output of the receiver to the HDMI input of the splitter. Connect the HDMI input ports of the eight existing display located on the counter top to the HDMI outputs of the splitter.
 12. Installation of a Vaddio AV bridge in the rack area near the presentation switcher. Connect the HDMI #1 output and the audio AUX #1 outputs to the ports on the bridge. Connect the USB3 port of the bridge to the customer provided streaming computer.
 13. Installation of a BlackMagic recorder in the rack near the presentation switcher. Installation of a HDMI to SDI converter at the recorder. Connect the HDMI #2 output and the AUX #2 audio outputs of the presentation switcher to the converter. Connect the HDMI output of the converter to the SDI input of the recorder.
 14. Installation of a new audio DSP system in the equipment rack. Connect the existing 8 microphones from the board member table to MIC input #1 – 8 on the DSP, re-using the existing microphones and cables. Connect the existing microphone on the lectern to MIC input #9 on the DSP, re-using the existing microphone and cable. Connect the existing wireless microphone receiver to input #10 on the DSP. Connect the program audio output of the presentation switcher to input #11 on the DSP. Installation of the audio output #1 & 2 of the DSP to the audio input #1 & 2 of the existing audio amplifier. Installation of the audio output #3 of the DSP to the line #1 input of the presentation switcher. This audio source will be routed to the HDMI #1 output to provide audio for the streamer.
 15. Installation of a 12 port PoE network switch in the rack area. Connect the LAN port of the presentation switcher to one of the LAN ports on the switch. Connect the LAN port of the DSP to one of the LAN ports of the switch. Connect the LAN port of the PTZ camera extenders to LAN ports of the switch. Connect the camera switcher LAN port to one of the LAN ports on the switch. Connect the LAN port of the AV bridge to one of the PoE ports on the switch. Connect the LAN port of the recorder to one of the LAN ports of the switch.

P.O. Box 1590 Laurel, MS 39441
(601) 399-5021 (888) 323-3151 fax (601) 399-5060 www.howardcomputers.com

Howard Computers Confidential

6/23/2020 4:01:13 PM

16. Installation and programming of a Crestron 10" room control touch panel at the control point in the back of the room. Connect the PoE port of the touch panel to one of the PoE ports on the network switch in the equipment rack. Program the system for the following:
 - a. System On/Off
 - b. Input Selection
 - c. Volume Control for Microphones (8x at Board Members / 1x at Podium / 1x Wireless Microphone)
 - d. Program Volume within Room
 - e. Output to AV bridge and the recorder (User wants to send either content being presented or Vaddio camera)
 - f. Change TV Channels of OFE HDTV Tuner
17. Configure and set up system.
18. Installation of necessary cabling.

Scope (Board Room):

1. Installation of a 75" display and wall mount at the front of the room.
2. Installation of a HDbaseT transmitter under the conference table. Installation of a HDbaseT receiver behind the display. Connect the transmitter to the receiver with a shielded CAT cable. Run a HDMI cable through each of the two cable cubbies and connect to the HDMI #1 & 2 input of the transmitter. Installation of a Mersive wireless share system receiver behind the display. Connect the HDMI output of the receiver to the HDMI input of the HDbaseT receiver. Connect the HDMI output and COM port of the receiver to the ports on the display.
3. Installation of a video & audio to HDMI converter behind the existing cable set top box (STB) below the display. Connect the AV output of the STB to the converter. Connect the HDMI output of the converter to the HDMI #2 input of the display. Connect a IR bud to the front of the STB and connect to the IR port on the HDbaseT receiver.
4. Installation of a PoE network switch behind the display. Connect the LAN port of the HDbaseT receiver to one of the LAN ports on the network switch.
5. Installation of a Crestron push button control panel at the wall light switches. Connect the PoE port of the control panel to one of the PoE ports on the network switch. Program the system to control the display, select video source will feed the display as well as control the audio level of the display.
6. Installation of a PTZ camera above the display at the ceiling. Installation of two table top microphones on the board table. Connect the microphones to the MIC input of the camera with shielded CAT cable. Installation of a customer provided computer behind or just below the display. Connect the USB3 port of the camera to one of the USB3

P.O. Box 1590 Laurel, MS 39441
(601) 399-5021 (888) 323-3151 fax (601) 399-5060 www.howardcomputers.com

Howard Computers Confidential

6/23/2020 4 01 13 PM

ports of the computer. Connect the display port output of the computer to the HDMI #3 input of the display.

7. Configure and set up system.
8. Installation of necessary cabling.

Customer Initials: _____

Montgomery County Responsibilities

- Receive all said equipment. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and Howard Technology immediately. Customer is responsible for full replacement cost of any such items accepted for delivery.
- Delivery of equipment to the building in which the installation is to be performed.
- Provide Power in all locations specified by Howard Technology before AV engineers arrive onsite for installation, to include camera locations, flat screen locations, and rack locations.
- Provide Network Drops in all locations specified by Howard Technology before AV engineers arrive onsite for installation if applicable.
- Provide Access times and Room Scheduling before AV Engineers Arrive onsite.
- Provide a point of contact for the Project Manager to report to about any possible issues as well as progress on the installation.
- Provide a location for all trash and boxes to be taken to after installation is complete

Customer Initials: _____

Howard Technologies' Responsibilities

- Upon arrival the Howard Technology's technician will:
 - Check-in with appropriate personnel
 - Have an equipment list and scope of work in hand
 - Answer any questions the point of contact may have about the installation
 - Locate and verify that all said equipment is onsite and in proper location
 - Document any missing or invalid equipment
 - Manage all cabling in a neat and organized fashion
 - Ensure that all projectors are adjusted properly, if applicable.
 - Ensure that all audio is working properly
 - Ensure that all switchers and distribution amplifiers are functioning properly
 - Ensure that over all function of the room is up to the customer's expectations.
- Upon departure
 - Contact point of contact assigned to the project
 - Have sign off sheet signed acknowledging departure time

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- Provide Training to customer on proper usage of the room
- Answer any questions the customer may have about room operation
- Remove all boxes and trash to location provide by the customer
- Make sure all rooms are clean from debris caused by installation of said equipment

- HTS to perform labor for warranty issues on defective equipment only for a period of 90 days after installation at no additional charge to the end-user. Additional charges for labor and expenses may be charged when performing Manufacturer Warranty issues after the 90 day period, unless an optional Standard Service Contract has been purchased.
- Howard Technology Solutions will provide Proof of Insurance indicating Worker's Compensation coverage, general liability insurance coverage, and automobile liability coverage. See attached.

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6/23/2020 4:01:13 PM

JUL 20 2020

July 1, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator *FMC*

SUBJECT: Assignment of Telephone System and Service Agreement

Montgomery County Commission has a contract with Legacy Inmate Communications to provide inmate phone services in the detention facilities. Legacy is no longer providing services in this region and is transitioning its operations to Network Communications International Corporation ("NCIC").

Attached is an amendment to Contract 52200-18B to assign the contract to NCIC. All other terms and conditions remain unchanged. Sheriff Cunningham is in agreement with the assignment. I request that the amendment be placed on the next agenda.



AMENDMENT TO ASSIGN TELEPHONE SYSTEM AND SERVICE AGREEMENT

This Amendment is made and entered into this ____ day of _____, 2020 ("Assignment Date"), by and between Legacy Long Distance International, Inc. dba Legacy Inmate Communications, ("Legacy" or "Company"), NCIC Inmate Communications, Inc ("NCIC"), and Montgomery County Commission ("County").

RECITALS

WHEREAS, Company desires to assign all rights and obligations under the Telephone System Agreement dated February 26, 2018 to NCIC, a Texas corporation, complete with all amendments to date;

WHEREAS County consents fully to this assignment;

NOW, THEREFORE, County, NCIC, and Company further agree as follows:

1. Pursuant to Section 5.3, all rights and obligations of Company under the Telephone System Agreement are hereby assigned to NCIC effective on the Assignment Date. While assignment will occur on this date, either NCIC or Legacy may be providing the telephone service 60 days prior or after this date based on the needs of the agency and to ensure seamless transition of services at the facility and with the staff. The rights and obligations of County under the terms of this Agreement remain unchanged and in full force.
2. The parties both reaffirm that, pending joint written consent, this agreement may be extended for a term of additional years, as initially contemplated in the Telephone System Agreement dated February 26, 2018, Section 4.2.
3. All other terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set above.

Montgomery County Commission

By: _____

Name and Title

Legacy Inmate Communications

By: _____

Name and Title

NCIC Inmate Communications, Inc

By: _____

Name and Title

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II

DATE: June 12, 2020

RE: Contract No. 51901-18B-024
Landscape Maintenance Services – Industrial Park

I request that the attached Amendment No. 2 to Harrison and Associates, LLC contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning September 1, 2020 and ending on August 31, 2021.

Harrison and Associates, LLC, would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Director of Parks and Recreation.

Attachment

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

**Amendment
To
Contract # 51901-18B-024**

Amendment No. 2

Contract with Harrison and Associates, LLC for landscape maintenance at Montgomery Industrial Park is hereby extended for one (1) year, beginning September 1, 2020 and ending August 31, 2021.

Prices will increase 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

HARRISON AND ASSOCIATES, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JUL 20 2020

July 1, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator 

SUBJECT: Alabama Power Company Easement

Attached is an easement granted to Alabama Power Company on the Old Selma Road park property. The easement allows access to install and maintain power lines to provide electricity on the property.

I request that ratification of the easement be placed on the next agenda.

EASEMENT -- DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Corporate Real Estate
244 Dexter Avenue
Montgomery, AL 36104

KNOW ALL MEN BY THESE PRESENTS That the undersigned MONTGOMERY COUNTY COMMISSION (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, the right in the future to install intermediate poles and facilities on said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in RLPY 4815 PAGE 671, in the Office of the Judge of Probate of the above-named County.

If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by Elton N. Dean, Jr., its authorized representative, as of the 23rd of June, 2020.

ATTEST (if required) or WITNESS:

MONTGOMERY COUNTY COMMISSION:

[Signature]
Signature

Elton N. Dean, Jr.
Signature

Public Affairs Manager
Title

Chairman
Title

-----For Alabama Power Company Corporate Real Estate Department Use Only-----

W.E. # A6310-05-AM20

TRANSFORMER # _____

All facilities on Grantor: _____

SE¼, SW¼ S21 T16N R16E

APC Document # _____

CORPORATION NOTARY

STATE OF Alabama

COUNTY OF Elmore

I, Tammy L. Nix, a Notary Public, in and for said County in said State, hereby
certify that Elton N. Dean, Sr., whose name as
Chairman of Montgomery Co. Commission a corporation, is signed to the foregoing instrument,
and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, as such officer and with
full authority executed the same voluntarily for and as the act of said Corporation.

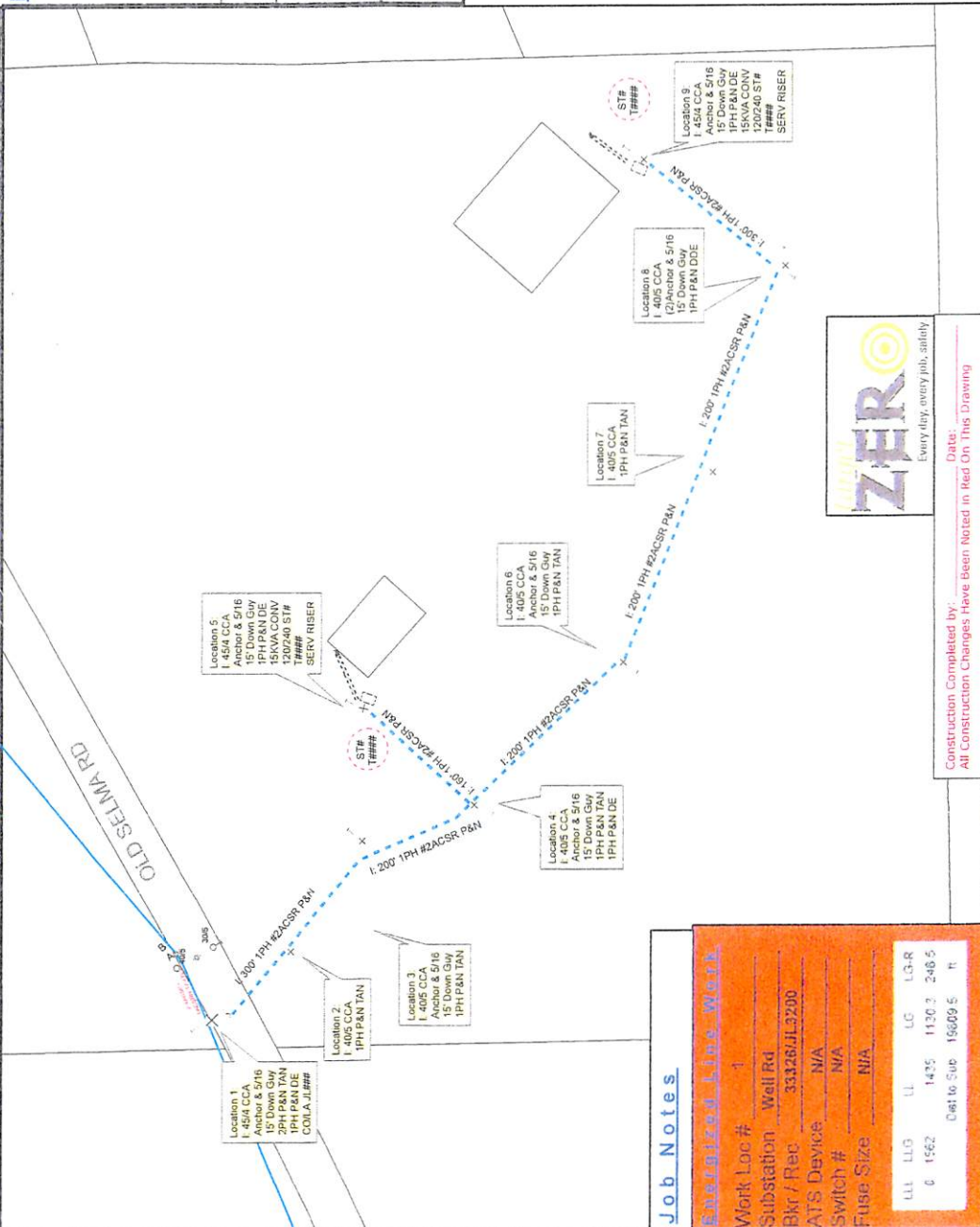
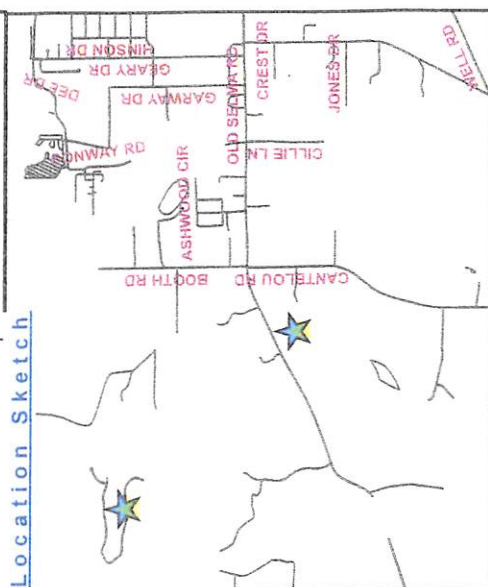
Given under my hand and official seal, this the 23rd day of June, 2020.

[SEAL]

Tammy L. Nix
Notary Public

My commission expires: 2-14-2024

Customer		Address		County		Section	Township	Range	Operating Voltage:	Estimate / Job No.
Old Selma Park		Old Selma Rd		Montgomery		21	16N	16E	Pr 12.47 kV Sec 120/240	A6310 05 AM20
Division	District	Town	Engineer	Substation: Well Rd						
PD - Montgomery	Montgomery	Montgomery	Teddy Barrera 13256							
				Missal: Work Loc # n/a						
				Reference #: _____ Good: _____ @ _____						
				Through: _____ Water Works # _____						
				Y: JL6677						
				Alabama Power						



Sectionalizing Sketch

Job Notes

Work Loc #	1
Substation	Well Rd
Bkr / Rec	33326/JL3200
ATS Device	N/A
Switch #	N/A
Fuse Size	N/A

UL	LLG	LL	LG	LGR
0	1562	1475	1130.3	246.5
Cost to Sub				15609.5
				N



every day, every job, safety.

Construction Completed by: _____ Date: _____
All Construction Changes Have Been Noted in Red On This Drawing

JUL 20 2020

Interim Administrator Theresa Carr Date 7/20/22

JUL 20 2020

Flower Cw 7/20/20

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 7/20/2020 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			91,037	93,400	93,300	115,291	73,110	78,500	544,638	
DR-C-2020-80	KC Afterschool Tutoring and Enrichment Program Inc.	Community Service Programs					2,500		2,500	
DR-NC-2020-26	City of Montgomery, Neighborhood Services	The Woods/Dexter Ridge/Wynbrook N.A. for Safety and Security					2,500		2,500	
DR-NC-2020-27	City of Montgomery, Neighborhood Services	Eastwood Villa H.A. for Purchase of Picnic Tables to Complete the Park						5,000	5,000	
			0	0	0	0	5,000	5,000	10,000	
	Total Appropriations 7/20/2020		91,037	93,400	93,300	115,291	68,110	73,500	534,638	
	APPROPRIATED BUDGET BALANCE									
	Interim Administrator									

AGENDA

JUL 20 2020

11-1

Request Number: 19

JUL 20 2020

County Commission Appropriations

Elected Official/Dept. Head	Date
-----------------------------	------

Finance Director	Date
------------------	------

Briefing Memo

Agenda

Administrator _____ Date _____

JUSTIFICATION: Budget for the Old Selma Road Park remaining contract expense approved by the Commission in November 2019. Funding from the Industrial Park land sale.

AGENDA

JUL 20 2020

7-10-20

Date _____

7/13/20

Date _____

	✓

✓

Date _____

TOTAL

July 20, 2020 - Minutes of Regular Meeting
Montgomery County Commission

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 4**AGENDA****JUL 20 2020**

DEPARTMENT:

Recreation BoardREQUESTED BY: James Williams 7/15/20

Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 7/15/20

Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator_____
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicle	008-57200.551	25,000	1,500	26,500
Other Equipment	008-57200.591	20,000	17,000	37,000
Office Supplies	008-57200.211	1,950	8,500	10,450
Extra Help	008-57200.115	41,120	(41,000)	120
Travel	008-57200.265	2,500	(1,500)	1,000
Professional Services	008-57200.307	10,100	(8,500)	1,600
Groundskeeping	008-57200.208	39,000	(17,000)	22,000
Park Improvements	008-57200.532	45,000	41,000	86,000
				0
				0
Extra Help	008-57301.231	10,000	(6,000)	4,000
Groundskeeping	008-57301.208	25,100	(11,000)	14,100
Maintenance Repairs	008-57301.231	19,011	17,000	36,011
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 238,781	\$ 0	\$ 238,781

JUSTIFICATION: To realign the budget to cover park equipment and improvements.

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



AGENDA

JUL 20 2020

June 30, 2020

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser^{LH}

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of a new Appraiser II position and the related position fill request. I have several Appraiser I's and Appraiser III's and have a need to move an employee into the Appraiser II slot so that they may begin training to perform more complex assignments. I am eliminating a clerical position that was vacated due to a promotion. I plan to use those funds to cover the salary costs associated with this position. These position changes will result in an overall salary decrease to the Appraisal Department of \$29,600.

CH

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

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

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

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

15-1

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Appraisal
DEPARTMENT HEAD: Clay Henley
SUPERVISOR: Clay Henley

POSITION INFORMATION:

Position Title Appraiser II
Position Number 850196001
Pay Grade A08 **Pay Range** \$45,440-\$67,894
Proposed Effective Date 08/17/2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

I have two employees that need to promote into positions to train for more complex assignments. I need to add an Appraiser II position to accomplish this, but will eliminate an Appraiser I and Appraisal Technician clerical position. This will result in one less position in the department and an overall budget savings.

Clay Henley
Department Head

Date 6/30/2020

FINANCIAL IMPACT:

The 2020 budget will have a savings from these position changes. The 2021 budget for Appraisal will be \$43,143 less as the result of these position changes.

Sherrill Thomas
Finance Director

Date 7/1/2020

ADMINISTRATIVE REVIEW/COMMENTS:

Florence M. Cauthen/tn
County Administrator

Date 7/1/2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: County Commission - Administration
 DEPARTMENT HEAD: Florence M. Cauthen
 SUPERVISOR: Florence M. Cauthen

POSITION INFORMATION:

Position Title Deputy Administrator
 Position Number 200164010
 Pay Grade A15 Pay Range \$89,701 - \$134,022
 Proposed Effective Date October 1, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Florence M. Cauthen Date 7/14/2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 7/14/2020
 Employee Benefit Manager

Sherrill Thomas Date 7/14/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/15/2020
 County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419045 (Replace Nekia Key)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date July 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 9, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 9, 2020

Employee Benefit Manager

Sherrill Thomas Date 7/13/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/13/2020

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419115(Replace Cournisha Taylor)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date July 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 9, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 9, 2020

Sherrill Thomas

Finance Director

Date 7/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/13/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419118 (Replace Raven Jordan)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date July 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 9, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 9, 2020

Sherrill Thomas

Finance Director

Date 7/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/13/2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419153(Replace Miya Williams)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date July 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 9, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 9, 2020

Sherrill Thomas

Finance Director

Date 7/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/13/2020

JUL 20 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419172(Replace of Perry Rogers)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date July 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 8, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 8, 2020

Sherrill Thomas

Finance Director

Date 7/9/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/9/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419181(Replace Kehinde Sturdivant)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date July 27, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 9, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 9, 2020

Sherrill Thomas

Finance Director

Date 7/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/13/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419200(Replace Kimberly Carter)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date July 27, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 9, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 9, 2020

Sherrill Thomas

Finance Director

Date 7/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/13/2020

JUL 20 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419204(Replace Chas Pierce)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date July 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 9, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 9, 2020
 Employee Benefit Manager

Sherrill Thomas Date 7/13/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/13/2020
 County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 20 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Lieutenant
Position Number 500422156(Replace C Parks)
Pay Grade PC4 Pay Range 45,842 - 68,493
Proposed Effective Date July 13, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham
Department Head Date June 29, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager Date July 1, 2020

Sherrill Thomas
Finance Director Date 7/1/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn
County Administrator Date 7/7/2020



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

AGENDA

JUL 20 2020

MEMORANDUM

TO: Chairman Elton Dean, Sr.
Vice-Chair Ronda Walker
Commissioner Dan Harris
Commissioner Isaiah Sankey
Commissioner Doug Singleton

FROM: Daryl Bailey

DATE: June 29, 2020

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the attached position fill requests for a Records Coordinator, an Assistant Records Coordinator, and a Retired RSA Employee (Investigator).

The Records Coordinator vacancy was created because of a retirement. This is the leadership position for the Unit and is necessary for the Unit. I plan to promote from within the Unit and hire for the Assistant Records Coordinator position. These positions are funded in the budget and the moves will result in more than \$4,800 in payroll savings to the County.

The Retired RSA Employee (Investigator) position is a part-time position that is instrumental in the investigative and grand jury duties in my office. The funding for this position is in the budget. Since Grand Juries are not meeting due to COVID-19 restrictions I do not plan to fill this position until September at the earliest but I would like permission to begin the search.

Please contact me if you have any questions.

Attachments

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Records Coordinator
Position Number 408015011
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date July 13, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey

Department Head

Date 06/25/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/25/2020

Sherrill Thomas

Finance Director

Date 6/29/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 6/29/2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Asst Records Coordinator
Position Number 408010022
Pay Grade A04 Pay Range \$28,765 - \$42,978
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 06/25/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/25/2020
Employee Benefit Manager

Sherrill Thomas Date 6/29/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/29/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title Retired RSA Employee Professional (Investigator)
Position Number 400079001
Pay Grade A05 Pay Range \$23.2143/hr
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey

Department Head

Date 06/25/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/25/2020

Sherrill Thomas

Finance Director

Date 6/29/20

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 6/29/2020

JUL 20 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430039 (Replace C. McGlown)
 Pay Grade PST Pay Range 38,236
 Proposed Effective Date July 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 9, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 9, 2020
 Employee Benefit Manager

Sherrill Thomas Date 7/13/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/13/2020
 County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

JUL 20 2020

Date: 07/14/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Montgomery, AL (Online Virtual ZOOM Platform)
Departure Date: 09/11/2020 Return Date: 09/11/2020

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST 2020 CRE Update - 3rd Offering Virtually Via ZOOM Live Stream.
Attendees Will Each Earn 8 CPE Hours That Will Apply Toward Their 2020
CRE Certification Requirements.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. Terri Henderson 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$600.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees \$600 Total. Lodging \$0. Meals \$0. Mileage \$0.
ALTIST CRE Program Course Sponsored by Auburn University
Government & Economic Development Institute.

To: Terri Henderson

From: Montgomery County Commission

The above request is app. 7/20/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$11,750.00</u>	
Approved Requests:	<u>\$4,137.12</u>	
Budget Available:	<u>\$7,612.88</u>	
Current Requests:	<u>\$600.00</u>	
Budget Balance:	<u>\$7,012.88</u>	

Montgomery County Commission



Reviewed by: S. Thomas

Date: 7/14/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JUL 20 2020

Date: 07/14/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Montgomery, AL (Online Virtual Event Platform)
Departure Date: 08/12/2020 Return Date: 08/14/2020

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2020 GFOAA Virtual Summer Conference & Training Program. Attend Event Virtually Via Online Virtual Platform. Each Attendee Will Earn 10.50 CPE Hours That Will Apply Toward Their 2020 CRE Certification Requirements.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. Terri Henderson 6. _____

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

Total (est.) Cost: \$225.00 Advance Registration Required: \$225.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Non-Member Registration \$225 Total. Lodging \$0. Meals \$0. Mileage \$0.
Sponsored by Government Finance Officers Association of Alabama (GFOAA).
Registration Fee includes a GFOAA membership through March 31, 2021.

To: Terri Henderson

From: Montgomery County Commission

The above request is app. 7/20/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265 (ex: 000-00000-000)</u>
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$11,750.00</u>
Approved Requests:	<u>\$4,137.12</u>
Budget Available:	<u>\$7,612.88</u>
Current Requests:	<u>\$825.00</u>
Budget Balance:	<u>\$6,787.88</u>

Montgomery County Commission



Reviewed by: S. Thomas

Date: 7/14/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

JUL 20 2020

Date: 07/14/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Montgomery, AL (Online Virtual ZOOM Platform)
Departure Date: 09/02/2020 Return Date: 09/04/2020

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2020 AMROA Annual Conference Virtually Via ZOOM Live Stream.
Attendees Will Each Earn 12 CPE Hours That Will Apply Toward Their 2020
CRE Certification Requirements.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. Terri Henderson 6. _____

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

Total (est.) Cost: \$795.00 Advance Registration Required: \$795.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Early Bird Registration \$265 Per Attendee or \$795 Total. Lodging \$0. Meals \$0.
Mileage \$0. Sponsored by AMROA and The University of Alabama College of
Continuing Studies.

To: Terri Henderson

From: Montgomery County Commission

The above request is app. 7/20/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$795.00 and advance registration of \$795.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$11,750.00</u>	
Approved Requests:	<u>\$4,137.12</u>	
Budget Available:	<u>\$7,612.88</u>	
Current Requests:	<u>\$1,620.00</u>	
Budget Balance:	<u>\$5,992.88</u>	

Montgomery County Commission



Reviewed by: S. Thomas

Date: 7/14/2020

cc: Finance Director / Buyer

AGENDA

JUL 20 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 15, 2020

RE: Invitation to Bid: 52110-20B-019
Electrostatic Disinfection Application System

Request approval of award on the above referenced Invitation to Bid, to second lowest bidder, Strickland Companies, in the amount of \$11,549.00, to be placed on the agenda. (Copy of Spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: July 14, 2020

Re: Invitation to Bid: 52110-20B-019
Electrostatic Disinfection Application System

Request that rules be waived to approve award on the above referenced Invitation to Bid, to the second lowest bidder, Strickland Companies, for a electrostatic disinfection application system in the amount of \$11,549.00; be placed on the agenda for the County Commission meeting on July 20, 2020.

The lowest bidder, Karcher North America submitted a bid for a droplet cart sprayer which does not meet the electrostatic specifications of the bid.

If I can be of further assistance, please contact me.

DC/ms

Attachment

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

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 6 BIDS MAILED														
INVITATION TO BID NO: 52100-20B-019														
DATE ISSUED: June 15, 2020														
DATE OPENED: July 2, 2020														
REQUESTING DEPARTMENT: Sheriff's Office														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5
1	Emist EM360 Backpack Bundle or Approved	Ea	6	\$1,092.04	\$ 6,552.24	Karcher North America 4555 Airport Way Denver, CO 80239 Minority Business Owned Yes X No		Strickland Companies 4522 Baldwin Avenue Montgomery, AL 36108 Minority Business Owned Yes X No		Artemis Bio-Solutions 14505 Torrey Chase Blvd Houston, TX 77014 Minority Owned Business Yes X No				
	Equal													
2	Optional - Rechargeable Battery	Ea	6		Included			\$150.00		\$148.00				
3	Optional - Battery Charger	Ea	1		Included			\$92.00		\$190.00				
4	Optional - One Gallon Interchangeable Tank	Ea	1					\$57.00						
5	Optional - Roller Cart Chasis Kit	Ea	1		Included					\$375.00				



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUL 20 2020

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: July 15, 2020

Re: Change Order No. 2
Renovations of 514 Herron Street

Request that rules be waived to approve change order in the amount of \$12,250.00 to include extension of time approximately 10 (ten) days, be placed on the agenda for the County Commission meeting on July 20, 2020. This change order will allow ITNOA, LLC to install a new water supply 1 ½" double-check backflow preventer, water line and test as required by Montgomery Water Works; heating and air system changes, in accord with mechanical engineering's design; City of Montgomery drawing review and permit. All cost will be paid by Montgomery County Sheriff's Office.

If I can be of further assistance, please contact me.

DC/ms

Attachment

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

CONTRACT CHANGE ORDER

Change Order No. 2

Date: July 15, 2020

TO: (Contractor)
ITNOA, LLC
P. O. Box 9096
Montgomery, AL 36108

PROJECT: MCSO-1-2020
Renovations of 514 Herron Street

Terms: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal dated (March 12, 2020)

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made.)*

1. City of Montgomery drawing review and permit
2. Heating and Air System changes, in accord with mechanical engineer's design.
3. Install new water supply 1 1/2" double-check backflow preventer, water line and test as required by Montgomery Water Works.

ORIGINAL CONTRACT SUM \$ 284,900.00

NET TOTAL OF PREVIOUS CHANGE ORDERS \$ 7,500.00

PREVIOUS REVISED CONTRACT SUM \$ 292,400.00

THIS CHANGE ORDER WILL ☒ INCREASE ☐ DECREASE

THE CONTRACT SUM BY \$ 12,250.00

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ 304,650.00

EXTENSION OF TIME resulting from this Change Order approximately 10 days.

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONTRACTING PARTIES

ITNOA, LLC
(Contractor)

Name: _____

Title: _____

MONTGOMERY COUNTY COMMISSION
(Awarding Authority)

BY: _____

TITLE: _____



Haskell Slaughter Gallion & Walker, LLC
8104 B Seaton Place
Montgomery, Alabama 36116
t 334.265.8573 | f 334.264.7945

ttg@hsg-law.com

AGENDA

JUL 20 2020

July 20, 2020

Florence Cauthen
Interim County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session -July 20, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding economic development. I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

A handwritten signature in black ink that reads 'Thomas T. Gallion' with a stylized flourish at the end.

Thomas T. Gallion, III
ASB 5295-L74T

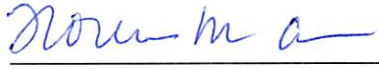
TTG/tp

ATTACHMENT E:

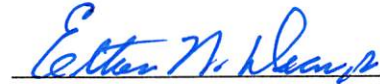
A Checklist for Conducting Lawful EXECUTIVE SESSIONS		
	<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> - General Reputation and Character, Job Performance, or Salaries / Compensation - Formal Complaints or Charges Against an Individual or Legal Entity - Discussion with the Government Body's Attorney - Security Plans and Measures - Criminal Investigation and the Identity of an Undercover Agent or Informer - Negotiations to Buy / Sell / Lease Real Property - Preliminary Negotiations in Trade Competition - Negotiations Between The Body and a Group of Public Employees - Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary). - Written Declarations are required for these Executive Sessions: - Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. - Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. - Discussions concerning the negotiations between the body and a group of public employees. - It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐ 4. Vote to go into Executive Session - The vote must be open/public; and - Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 3, 2020, at 8:30 in the morning.



Administrator



Chairman