



INFORMATION SESSION

9:00 AM - July 6, 2021

Montgomery County Courthouse, Annex III

Page

CALL TO ORDER AND WELCOME AT 9:00 A.M.

PRAYER

SCHEDULED ATTENDEES

1. Report from City/County Emergency Management Agency
2. Sheriff Derrick Cunningham
3. Grant Manager Regina Walker
4. Chief Revenue Clerk Allyson Holland
5. Executive Director Phil Bryant with Community Corrections
6. Manager of Public Affairs Hannah Hawk
7. President Earlene Wright with the Greater Madison Park Neighborhood Association

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

WAIVED RULES ITEMS

1. Consider Bid Award to Kbg International, Inc. dba Spectrum Sports Intl for a Mobile Rock-Climbing Wall, Sheriff's Office 3 - 5
Presenter: Derrick Cunningham
[Agenda Item Memo - 21-163 - Pdf](#)

FUTURE AGENDA ITEMS

2. Consider Professional Services Contract with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events, Sheriff's Office 6 - 8
Presenter: Derrick Cunningham
[Agenda Item Memo - 21-160 - Pdf](#)
3. Consider Bid Award to Stivers Hyundai for Sheriff's Office Vehicles, Sheriff's Office 9 - 10
Presenter: Derrick Cunningham
[Agenda Item Memo - 21-158 - Pdf](#)
4. Consider Budget Change Request Number 1, Detention Facility 11
Presenter: Derrick Cunningham
[BCR Detention 1](#)

5. 12

Consider Interlocal Cooperation Agreement with the City of Montgomery for the 2021 Edward Byrne Memorial Justice Assistance Grant, Sheriff's Office

Presenter: Regina Walker

[Agenda Item Memo - 21-166 - Pdf](#)

- | | | |
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| 6. | Consider 2021-2022 Annual Community Corrections Plan, Community Corrections | 13 - 14 |
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Presenter: Phil Bryant

[1814 001](#)

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| 7. | Consider 2020 Annual Report of Insolvents, Errors in Assessment, and Taxes in Litigations, Revenue Commissioner's Office | 15 - 19 |
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Presenter: Allyson Holland

[Agenda Item Memo - 21-162 - Pdf](#)

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| 8. | Consider Board Member Appointments to the Montgomery City/County Public Library Board, County Commission | 20 - 22 |
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[Agenda Item Memo - 21-155 - Pdf](#)

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| 9. | Consider Proposed Lease Agreement with East Montgomery Investment Company for Additional Warehouse Space, Probate Judge's Office (Elections Center) | 23 - 47 |
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[Agenda Item Memo - 21-168 - Pdf](#)

RECESS TO FORMAL SESSION



Memo

Re: Invitation to Bid No. 52110-21B-023 Mobile Rock-Climbing Wall
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above referenced Invitation to Bid to the only bid received, Kbg International, Inc. dba Spectrum Sports Intl in the amount of \$51,320.00 be placed on the agenda.

Coordination of award made with Sheriff Derrick Cunningham.

ATTACHED:

[Tabulation 52110-21B-023 Mobile Rock Climbing Wall](#)
[Memo from Sheriff Derrick Cunningham](#)

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-21B-023				Kbg International, Inc. dba Spectrum Sports Intl 324 West 2500 North Building A North Logan, UT 84341 sales@spectrumssports.com Minority Owned Yes No X									
DATE ISSUED: June 10, 2021													
DATE OPENED: June 28, 2021													
REQUESTING DEPARTMENT: Sheriff's Office													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Rock Climbing Wall	ea.	1	\$20,000.00	\$20,000.00								
2	Dual Axle Trailer System	ea.	1	\$16,825.00	\$16,825.00								
3	On-Site Training & Certification of Employee	ea.	1	\$3,500.00	\$3,500.00								
4	Optional Hot-Dip Galvanized Finish	ea.	1	\$3,000.00	\$3,000.00								
5	Optional Climbing Timers	ea.	1	\$1,100.00	\$1,100.00								
6	Optional - Drop & Go Kit	ea.	1	\$2,500.00	\$2,500.00								
7	Optional - Aluminum Wheel Upgrade	ea.	1	Included	Included								
8	Optional - Tool Box	ea.	1	Included	Included								
9	Optional - Banner Kit (hardware only)	ea.	1	\$250.00	\$250.00								
10	Optional - Additional Harness (one size fits all)	ea.	1	\$145.00	\$145.00								
11	Optional - Folding Trailer Tongue (space saver)	ea.	1	\$4,000.00	\$4,000.00								
	31 Bids Emailed												
TOTAL BID AMOUNTS					\$51,320.00								

Notes:



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Khristie Davis, Purchasing Manager

From: Derrick Cunningham, Sheriff

Date: June 29, 2021

Re: Invitation to Bid: 52110-21B-023
Mobile Rock-Climbing Wall

Request that rules be waived to approve award on the above referenced Invitation to Bid, to the only bidder, Kbg International dba Spectrum Sports Intl in the amount of \$51,320.00 based on unit pricing; be placed on the agenda for the County Commission meeting on July 6, 2021.

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



Memo

Re: Auburn Game Day Professional Services Contract
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games. If this matter is approved, please have Chairman Dean sign the second page of both of the Professional Services Contract originals.

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

ATTACHED:

[Auburn Game Day Contracts](#)

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

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2021, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. MCC/ Montgomery County SO (Assisting Agency), acting in support of City of Auburn (Auburn) Public Safety/Police Division shall provide public safety services.
3. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events. Fire personnel shall provide support services to include, but not limited to airport standby, fire suppression, and EMS services.
4. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
5. The Assisting Agency shall provide the above services during the time period from August 1, 2021 to July 31, 2022.
6. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium- \$30.00; Traffic- \$35.00; Supervisor- \$38.00. The Assisting Agency's liability for services provided under this Agreement shall be limited to the intentional and/or negligent acts or omissions of its employees.
7. Agencies providing K9 Teams shall have their dog(s) leashed at all times in order to maintain control. In the event there is an area deemed unreachable, K9 teams may go through a supervisor to request an Explosive Ordinance Disposal (EOD) Technician conduct the search.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency **will not** be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2021.

ASSISTING AGENCY

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

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2021.

ATTEST:

Mayor

City Manager



Memo

Re: Invitation to Bid No. 52210-21B-020
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Cynthia Hill, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above reference Invitation to Bid to the lowest responsible bidder, Stivers Hyundai in the amount of \$49,308.00 to provide vehicles to Montgomery County Sheriff's Offices, be placed on a future agenda. The lowest bidder was disqualified because it failed to meet all the bid specifications.

Coordination of award was made with Sheriff Derrick Cunningham.

ATTACHED:

[Abstract Bid 52210-21B-020 Sheriff's Office Vehicles](#)

Purchasing Department
Montgomery County Commission

[illegible]

Notes:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:



Memo

Re: 2021 Edward Byrne JAG Memorial Grant
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Regina Walker, Grant Manager

BACKGROUND INFORMATION:

This is a twelve-month grant, funds can be used to acquire criminal justice resources to help reduce violent crime and improve public safety.

FINANCIAL IMPACT:

\$45,681.60

RECOMMENDATION:

There is no local match requirement, we recommend approval of this request

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE, S.W. BOX 1667
MONTGOMERY, AL 36102-1667

June 29, 2021

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant – Executive Director
Montgomery County Community Corrections

RE: Request for Future Commission Agenda Item – Commission Review and
Approval of the 2021-2022 Annual Community Corrections Plan

Dear Chairman Dean:

Provided, you will find a copy of the Proposed Community Corrections Plan for fiscal year 2021-2022. Every fiscal year the Montgomery County Community Corrections Department and the MCCPCA Board prepare an annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections is statutorily mandated for the Montgomery County Community Corrections Authority to receive continued State funding for Jail/Prison Diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$375,000 for the upcoming 2021-2022 fiscal year.

The MCCPCA Board met on Tuesday, June 8, 2021 and voted to approve the annual plan. Evidence of an approved plan is required to be submitted to the Alabama Department of Corrections no later than September 27, 2021 for consideration of reimbursement funding during the 2021-2022 fiscal year.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, County Probation, Drug Court, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug screening, risk and needs assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

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

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

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability. The funds received from the Alabama Department of Corrections cover the cost of delivering services to the Jail/Prison Diversion offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

As previously mentioned, the Alabama Department of Corrections requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on September 27, 2021. I respectfully request that the review and approval of the plan as submitted be placed on the next Commission Agenda (July 20, 2021) for consideration.

Respectfully submitted,



Phil Bryant –Executive Director
Montgomery County Community Corrections Department

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

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



Memo

Re: 2020 Annual Report of Insolvents, Errors in Assessment, and Taxes in Litigations
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Allyson Holland, Chief Revenue Clerk

BACKGROUND INFORMATION:

I have enclosed the 2020 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related Montgomery County resolution for approval at the July 20, 2021 County Commission meeting. This annual listing is in accordance with Code Section 40-5-23 of the Code of Alabama.

I appreciate your assistance in this matter. If you have any questions, please let me know.

JYB/ah

Enclosures

ATTACHED:

[Annual Report of Insolvents Errors in Assessments Litigations Land Bids and Abatements 2020](#)
[2020 DFC22 INSOLVENTS, ERRORS, AND TAXES IN LITIGATION](#)

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of “Insolvents” and “Errors in Assessment” on taxes for the year 2020, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County’s General Fund	\$107,901.20
	County’s Road & Bridge Fund	\$53,950.60
(Homestead Exemptions)	County’s General Fund	\$ 0.00
	County’s Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County’s General Fund	\$524,113.61
	County’s Road & Bridge Fund	\$262,056.83
(Homestead Exemptions)	County’s General Fund	\$1,214.90
	County’s Road & Bridge Fund	\$607.45

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on “Lands Bid In” for the year 2020 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$32,856.80
	County's Road & Bridge Fund	\$16,428.40
(Homestead Exemptions)	County's General Fund	\$164.60
	County's Road & Bridge Fund	\$82.30

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2020, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$3,501.80
	County's Road & Bridge Fund	\$1,750.90
(Homestead Exemptions)	County's General Fund	\$40.00
	County's Road & Bridge Fund	\$20.00
(Refunds)	County's General Fund	\$92,137.86
	County's Road & Bridge Fund	\$46,068.96
(Homestead Exemptions)	County's General Fund	\$851,186.30

	County's Road & Bridge Fund	\$425,593.15
(Abatelements)	County's General Fund	\$841,940.15
	County's Road & Bridge Fund	\$420,970.07

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatelements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 20th day of July 2021.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2020 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 20th day of JULY, 20 21, Janet Buskey, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2020, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	<u>\$53,950.60</u>
--- Soldier-----	\$	<u>\$21,580.24</u>
--- School-----	\$	<u>\$66,855.84</u>
Errors in Assessments: State Taxes--- General-----	\$	<u>\$266,264.40</u>
--- Soldier-----	\$	<u>\$106,505.76</u>
--- School-----	\$	<u>\$344,010.60</u>
Taxes in Litigation: State Taxes--- General-----	\$	<u>\$1,734.70</u>
--- Soldier-----	\$	<u>\$693.88</u>
--- School-----	\$	<u>\$3,484.32</u>

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2019, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$	<u>\$6,808.33</u>
--- Soldier-----	\$	<u>\$2,723.34</u>
--- School-----	\$	<u>\$8,170.00</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
<u>2000 - 2006</u>	<u>\$ 38,575.70</u>	<u>\$ 15,430.28</u>	<u>\$ 86,301.96</u>
<u>2007 - 2010</u>	<u>\$ 12032.3</u>	<u>\$ 4812.92</u>	<u>\$ 14438.76</u>
<u>2011 - 2014</u>	<u>\$ 3951.58</u>	<u>\$ 1580.63</u>	<u>\$ 4741.89</u>
<u>2015 - 2019</u>	<u>\$ 4210.89</u>	<u>\$ 1684.36</u>	<u>\$ 5053.07</u>

Given under my hand this 20th day of JULY, 20 21

Presiding Officer

See Code of Ala. 1975. Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).



Memo

Re: Montgomery City/County Public Library Board
Date: County Commission - Information Session - Jul 06 2021
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The terms of Betsy Atkins and Janice Franklin have expired as Board Members of the Montgomery City-County Public Library Board. At the Commission meeting on June 15, 2021, Vice Chairman Singleton recommended the reappointment of Betsy Atkins. Chairman Dean stated that he would make a recommendation at the next meeting.

We will be discussing these appointments at Tuesday's meeting.

ATTACHED:

[Member Directory 2020](#)

**Montgomery City-County Public Library
Board of Trustees
2019 Directory**

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 1, 2023

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

Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2023

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

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2024

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

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

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2021

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

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2022

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

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

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

VACANT
President, Library Foundation

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

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2023

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2022

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2023

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

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

4 year terms



Memo

Re: Proposed Lease Agreement with Additional Warehouse Space for the Election Center

Date: County Commission - Information Session - Jul 06 2021

To: Montgomery County Commission

From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The Election Center purchased additional voting equipment and supplies with grant money received in late 2020. Additional warehouse space is necessary to store the equipment. Attached is a proposed lease with East Montgomery Investment Company for 3,956 square feet warehouse space located at 311 Northeastern Boulevard. Annual rent is \$16,813.

ATTACHED:

[Lease Agreement with East Montgomery Investment Company](#)

[Opinion re Lease Agreement East Montgomery Investment 6-30-21](#)

LEASE AGREEMENT

STATE OF ALABAMA

MONTGOMERY COUNTY

THIS LEASE, made by and between **East Montgomery Investment Company**, an Alabama General Partnership, hereinafter called "**LANDLORD**", and **Montgomery County Commission**, hereinafter called "**TENANT**".

W-I-T-N-E-S-S-E-T-H:

LANDLORD does hereby let and lease to TENANT the following Premises in the City of Montgomery, Alabama, to-wit: 311 Northeastern Boulevard, Warehouse 4, Bay 12, containing approximately 3,956 square feet (the "Premises"), for use as a warehouse and not otherwise, on a term of three (3) years, to commence on the 1st day of June, 2021 and ending on May 31, 2024, and covenants to keep TENANT in quiet possession of the Premises during said term provided TENANT shall comply with all the provisions, terms and conditions of this Lease. The TENANT acknowledges and agrees that it has inspected or has been afforded an opportunity to inspect the Premises, and TENANT agrees to lease same in its "AS IS" condition.

The TENANT covenants and agrees to pay to LANDLORD, c/o Aronov Realty Management, Inc. (the "Agent" for the LANDLORD), at the office of said Agent in Montgomery, Alabama, or at such other address as LANDLORD may hereafter designate, in advance on the first day of each month during said term, as rent for the said Premises, the sum of One Thousand Four Hundred One and 08/100 Dollars (\$1,401.08) per month being at the rate of Sixteen Thousand Eight Hundred Thirteen and No/100 Dollars (\$16,813.00) per lease year. The annual base rental shall be increased by three (3%) percent effective June 1 of each rental year after the first rental year.

1. The TENANT shall operate the Premises as a warehouse for the storage of goods and materials belonging to TENANT and shall not use or permit the use of the Premises for any other use or purpose whatsoever. TENANT shall not use or store or permit the use or storage of any hazardous, toxic, highly flammable or explosive materials or substances of any kind in or about the Premises, and shall not use or store or permit the use or storage of any illegal or controlled substances or materials of any kind in or about the Premises. The TENANT covenants, warrants and represents that all goods and materials kept or stored in the Premises shall belong to the TENANT, and the TENANT shall not store or permit the storage of any goods, materials or other property of any third parties whomsoever. TENANT further covenants and agrees that it shall not sublease the Premises or any part thereof, and that it shall not assign this Lease or any interest therein, without the prior written consent of the LANDLORD, which consent may be granted or withheld by the LANDLORD who will act reasonably in such matters. Under no circumstances shall Tenant sublease the Premises to other Tenants in the complex. Without limiting the generality of the foregoing, the TENANT covenants and agrees that without Landlord's written permission it shall not subdivide the Premises into separate storage units or mini-warehouse units, and shall not sublease the Premises or any part or parts thereof to others for use as warehouse units or any other use or purpose whatsoever. The TENANT further covenants and agrees that it shall not suffer or permit any waste of the Premises but, on the contrary, that it shall take good care of same and, upon expiration or termination of this Lease, TENANT covenants and agrees that it shall surrender possession of the Premises without notice in as good condition and repair as at the commencement of the term hereof, reasonable wear and tear excepted, or if the Premises be improved during the term hereof, then it shall surrender same in as good condition and repair as they may be put during the term, as reasonable use and wear thereof will permit.

2. TENANT covenants and agrees to comply with all federal, state and local laws, statutes, codes, ordinances, orders, permits, licenses, rules and regulations affecting the use as well as the occupancy of the Premises hereby leased and to fully relieve LANDLORD from any compliance therewith or liability for violations therefor. LANDLORD will furnish water to the Premises and TENANT covenants and agrees to apply for, obtain and pay all charges for water, electricity and gas and other utilities used on, in or about the Premises during the term. TENANT covenants and agrees to take proper care of and protect said Premises from all damage and shall be liable to LANDLORD for all damages resulting from failure to do so. TENANT shall replace all broken glass, replace all keys and locks lost or broken and keep Premises in a safe, clean, neat and sanitary condition. TENANT covenants and agrees to repair and if necessary replace all interior and exterior walls, partitions and doors damaged by TENANT, its agents, servants, employees, contractors, invitees or licensees. The TENANT shall provide maintenance and service to the heating equipment and facilities and the TENANT covenants and agrees to repair or replace the motor and combustion unit when necessary. The surfaced areas surrounding the warehouse of which the Premises are a part, shall be used only for vehicular traffic and for loading or unloading on surfaced areas provided for access to the Premises. Said areas shall not be used for storage by the TENANT. All trash and refuse shall be placed by TENANT in a type container which has been approved by both LANDLORD and the Sanitation Department of the City of Montgomery. TENANT shall maintain all surfaced areas surrounding the Premises in a sanitary, clean and neat condition. In the event TENANT fails to do any of the above, LANDLORD may, but is not obligated to, perform this service; and TENANT covenants and agrees to bear the reasonable costs thereof. Notwithstanding LANDLORD'S performance thereof, LANDLORD also expressly reserves all of its rights and

remedies for violation of any of TENANT'S covenants or agreements arising under or by virtue of this Lease.

3. LANDLORD shall not be under any duty to make any repairs except and only to the extent as hereinabove or hereinafter specifically provided in this Lease, and TENANT covenants and agrees that LANDLORD and its Agent shall not be liable for any damage caused by any failure to make any repairs or any delay in making any repairs.

4. TENANT covenants and agrees not to hold LANDLORD or Agent liable for the breakage or leakage of water pipes above ground, nor for stoppage of waste pipes or sewers above ground but, on the contrary, TENANT covenants and agrees to repair such breakage or leakage and to unstop waste pipes or sewers at its own expense. LANDLORD covenants and agrees to repair underground pipes and to relieve stoppage of same, if the necessity therefor is due to natural cause or deterioration, after receipt of written notice from TENANT; provided, however, that LANDLORD shall not be responsible for same if caused by carelessness, neglect or improper use by TENANT, its invitees or licensees. In case stoppage or breakage of an underground pipe is caused by TENANT, the TENANT covenants and agrees to pay for the necessary repairs. Notwithstanding the foregoing, LANDLORD and its Agent shall not be liable for any damage for any failure to make such repairs or any delay in making such repairs. LANDLORD agrees to use its best efforts to make the above referenced repairs in a timely manner, but shall not be liable for any delay in making such repairs. In the event Landlord fails to do any of the above, TENANT may, but is not obligated to, perform this service and the reasonable costs thereof may be deducted from rent.

5. It is mutually agreed that if the Premises are made 50% or more untenable during the term by fire or other casualty without TENANT'S fault, TENANT shall not thereafter be liable for the payment of rent unless LANDLORD, within 120 days, restores the Premises to substantially the

same condition as just previous to such fire or other casualty; provided, however LANDLORD, in order to hold TENANT, must within sixty (60) days after the fire or other casualty give TENANT notice in writing of its intention to restore the Premises, but rent shall abate during the period said Premises remain untenable.

6. It is further agreed by and between the parties to this contract that no alterations, changes or improvements are to be made in, on or to the Premises herewith leased, without the prior written consent of the LANDLORD (which consent will not be unreasonably withheld), except such as are necessary for the proper care and maintenance of the Premises.

7. It is further understood and agreed that the LANDLORD and its Agent shall not be liable for any losses, damages, costs or expenses that may be incurred by TENANT on account of any defect of said Premises, or any part thereof, or from fire, rain, wind or any other cause whatsoever.

8. TENANT covenants and agrees that LANDLORD shall have the right to attach a 'For Rent' sign on the Premises and to show the Premises to any person desiring to rent at any time within one hundred eighty (180) days prior to the expiration of the term of this Lease, as extended, and to attach a 'For Sale' sign and show the Premises to any person desiring to purchase at any time during the term of this Lease.

9. LANDLORD covenants and agrees to obtain and contract for reputable persons, firms or corporations to maintain the sprinkler system, exterior wall, structural members, parking areas and roof after reasonable notice from TENANT to Agent, provided, however, notwithstanding anything to the contrary provided herein, it is understood and agreed that LANDLORD and its Agent shall not be liable for any loss or damage caused by failure or delay to make such repairs. TENANT covenants and agrees to make all other necessary repairs and replacements. In the event

LANDLORD fails to do any of the above, TENANT may, but is not obligated to, perform this service and the reasonable costs thereof may be deducted from rent.

10. It is agreed that the Agent has represented the LANDLORD in negotiating and securing this Lease with the TENANT; that LANDLORD and its successors and assigns in title to said Premises shall pay to Aronov Realty Management, Inc. the first month's rent plus Five Percent (5%) rental commission each month on all rental received by such LANDLORD or its successors or assigns in title during the term of this Lease, during the term of any and all extensions or renewals of this Lease (whether pursuant to the exercise of one or more options to extend the term of this Lease or the execution of one or more extension agreements or renewal leases), and also so long as the LANDLORD or its successors or assigns in title to the Premises shall lease said Premises to this TENANT or to any of its successors or assigns or to any subtenant or subtenants of this TENANT or of any of its successors or assigns.

11. TENANT covenants and agrees to absolve LANDLORD and the Agent from personal responsibility in the event the occupant of said Premises fails or refuses to surrender and vacate the Premises, at or prior to the commencement of the term of this Lease, including without limitation any period that the matter is being litigated.

12. Acceptance of rent by the LANDLORD from any assignee, subtenant, grantee or successor in interest to the TENANT, with or without notice to or consent by LANDLORD, shall not relieve the TENANT from any of its obligations or agreements arising under or by virtue of this Lease, and it is understood and agreed that TENANT shall be and remain primarily liable for the payment of all rent and other charges and for the performance of all other obligations and agreements hereunder.

13. In the event that the whole or any part of said Premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part

of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power.

All damages awarded for the taking of such Premises, or any part thereof, shall be payable in the full amount thereof to and the same shall be the property of LANDLORD, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee of any part of the Premises, and TENANT shall be entitled only to that portion of the award (if any) expressly stated to have been made to TENANT for loss of business and the loss of value and cost of removal of stock, furniture and fixtures owned by TENANT.

14. TENANT will not erect any signs or advertisements of any type on or about the exterior of the Premises or the building or property within which the Premises is situated without the prior written consent of the LANDLORD.

15. TENANT covenants and agrees to pay or reimburse the LANDLORD for all rent taxes, sales taxes, use taxes, excise taxes and other taxes (but not including ordinary income taxes) that may be imposed at any time on the rents and other charges payable by TENANT under this Lease. In addition, TENANT further covenants and agrees to pay to the LANDLORD the TENANT's pro rata share, as hereinafter defined, of any increase in ad valorem or other property taxes and any additional or increased taxes or assessments (no matter how defined or computed, but excluding ordinary income tax) for the Premises and the land and building or buildings of which the Premises are a part, regardless of the governmental jurisdiction, jurisdictions, authority or authorities levying the same, in excess of the annual ad valorem taxes which LANDLORD pays and fall due during the term of this Lease. The pro rata share of increase in taxes which is required to be paid by TENANT shall be that percentage of such increase which is equal to the percentage of the total floor area of warehouse space leased to TENANT hereunder as compared to and in relation to the total floor

space in the warehouse building or buildings of which the Premises are a part. The TENANT shall pay such additional rental not later than thirty (30) days prior to the due date of such taxes; provided that in any event TENANT shall not be required to pay its pro rata share of such additional taxes sooner than fifteen (15) days after it receives notice thereof from LANDLORD. If the lease term begins or ends on a date other than the beginning or ending date of the tax year for any such taxes, TENANT shall pay the prorated part thereof for the period of such lease term included in such tax year in which this Lease is effective not later than the earlier of: thirty (30) days prior to the due date of such taxes or thirty (30) days prior to the end of the lease term.

16. TENANT covenants, warrants and agrees that it shall not use, store, release or dispose of any Hazardous Substances (as said term is hereinafter defined) at, on, in, under or from the Premises or the building or property within which the Premises is situated. TENANT agrees to indemnify, hold harmless and defend the LANDLORD and its Agent, and its or their tenants in common, members, managers, partners, stockholders, officers, directors, agents, servants and employees, and all of their respective heirs, personal representatives, successors and assigns (hereinafter sometimes referred to collectively as the "Indemnified Parties"), from and against any and all liability, claims of liability, suits, actions, proceedings, judgments, penalties, fines, losses, damages, costs and expenses (including without limitation any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees and costs of remediation and removal) arising from or as the result of or in any way connected with the presence, suspected presence, use, generation, storage, release or disposal of any Hazardous Substances by TENANT, its successors or assigns, or its or their contractors, subtenants, licensees or invitees, or any of its or their officers, directors, partners, members, managers, agents, servants, employees or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or

any required repair, cleanup, remediation, removal, detoxification, restoration or closure mandated by any federal, state or local governmental authority. As used herein, the term "Hazardous Substances" is defined as including without limitation any and all flammables, explosives, radioactive materials, petroleum and petroleum products, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, and any and all other substances, materials or wastes now or hereafter declared to be hazardous or toxic under any law, statute, ordinance, code, order, rule or regulation now or hereafter promulgated or enacted by any federal, state or local governmental authority. The provisions of this section shall survive the expiration or termination of this Lease.

17. To the fullest extent permitted by law, TENANT shall indemnify, hold harmless and defend LANDLORD and its Agent, and its or their tenants in common, members, managers, partners, stockholders, officers, directors, agents, servants and employees, and all of their respective heirs, personal representatives, successors and assigns (hereinafter sometimes referred to collectively as the "Indemnified Parties"), from and against any and all liability, claims of liability, suits, actions, proceedings, judgments, penalties, fines, losses, damages, costs and expenses, including but not limited to attorneys' and other professional fees, in connection with any and all of the following: any death of or bodily or personal injury to any person or persons and any damage to or loss, theft or destruction of any property (including but not limited to any and all property that may be warehoused, kept or stored at, in or about the Premises), arising or resulting from, out of or in any way connected with (a) any accident, injury or occurrence inside the Premises, or (b) the occupancy or use by TENANT or its successors or assigns of the Premises, or any part thereof, or any other part or parts of any building or land on or within which the Premises is situated, or (c) occasioned wholly

or in part by any act or omission of TENANT, its successors or assigns, or its or their contractors, subtenants, licensees or invitees, or any of its or their officers, directors, partners, members, managers, agents, servants, employees or invitees. LANDLORD and the other Indemnified Parties shall not be responsible or liable to TENANT for any injury to or death of TENANT or any other person or for any damage to or loss, theft or destruction of any property of TENANT or of others caused by or resulting from any cause whatsoever, including without limitation from the bursting, breakage or leakage of any pipes or conduit, or from steam, snow or ice, or from running, backing up, flooding, leakage, seepage or overflow of water or sewage in any part of the Premises, or for any injury or damage caused by or resulting from fire, explosion, windstorm or other casualty or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the design, construction, occupancy, operation or use of any part of the Premises or of the building in which the Premises are located, or of any buildings, loading areas, parking areas, driveways or other improvements situated on the land on which the Premises are located, or of any machinery, apparatus or equipment now or hereafter situated thereon or therein or forming a part thereof. TENANT shall keep and store its property in the Premises, and TENANT shall use and occupy the Premises, at TENANT's own risk; and, to the fullest extent permitted by law, TENANT hereby releases LANDLORD and the other Indemnified Parties from any and all liability or claims of liability of any and every kind whatsoever arising or resulting from or in any way connected with any loss of life, personal or bodily injury or property damage, no matter when or to whom same occurs, even if caused in whole or in part by the negligent acts or omissions of a party released hereunder, without being limited by any other provision of this Lease. The provisions of this section shall survive the expiration or termination of this Lease.

18. At all times after the execution of this Lease, TENANT shall carry and maintain, at its expense, non-deductible policies evidencing all of the following insurance:

(a) Commercial General Liability insurance including but not limited to the Premises/operations, personal and advertising injury, products/completed operations, broad form property damage, and contractual liability with combined single limits of liability of not less than \$1,000,000 per occurrence, and an umbrella policy with limits of not less than \$5,000,000.00; said insurance shall not include the care, custody or control exclusion.

(b) All-risks property and casualty insurance, with sprinkler damage endorsement, written at replacement cost value and with replacement cost endorsement, covering all personal property in the Premises which is owned by or in the care, custody or control of TENANT (including without limitation TENANT'S inventory, trade fixtures, floor coverings, furniture and other property removable by TENANT under the provisions of this Lease and any and all property that may be warehoused, kept or stored at, in or about the Premises), and all leasehold improvements installed in the Premises by Tenant; all of said property and casualty insurance shall contain a waiver of subrogation in favor of LANDLORD and the other Indemnified Parties.

(c) If and to the extent required by law, Workers' Compensation and Employer's Liability insurance or similar insurance in form and amounts required by law.

In addition to and not in limitation of the foregoing, the TENANT at its expense shall obtain and maintain in full force and effect at all times during the term of this Lease (and any extensions or renewals thereof) all permits, licenses, bonds and insurance as required by any and all federal, state and local laws, statutes, codes, ordinances, orders, rules and regulations. All liability insurance maintained by TENANT shall include LANDLORD and Agent (including all of the Indemnified

Parties) as additional insureds thereunder and shall be primary to any and all other insurance that may be in effect; all other insurance and bonds maintained by TENANT shall provide waiver of subrogation in favor of LANDLORD and Agent (including all of the Indemnified Parties).

The company or companies writing the insurance and bonds which TENANT is required to carry and maintain, or cause to be carried or maintained pursuant to this Lease, as well as the form of such insurance, shall at all times be subject to LANDLORD's approval, and any such company or companies shall be licensed to do business in the state in which the Premises are located. Each such policy and bond, or a certificate thereof, together with a duplicate copy of such policy or bond, shall be deposited with LANDLORD by TENANT at least ten (10) days prior to the earlier of the commencement date of the term of this Lease or the date TENANT first enters upon the Premises and, thereafter, at least ten (10) days prior to each anniversary or renewal date thereof. All such policies and bonds and the certificates evidencing same shall also contain a provision by which the insurer agrees that it shall give LANDLORD or its designee not less than thirty (30) days written notice prior to any cancellation, non-renewal or change in scope or amount of coverage of such insurance.

19. TENANT will not do, suffer or permit to be done, or keep, suffer or permit to be kept, anything in, upon or about the Premises which will violate LANDLORD's policies of casualty or liability insurance, or which will prevent LANDLORD from procuring such policies in companies acceptable to LANDLORD. If anything done, omitted to be done, or suffered by TENANT to be kept in, upon or about the Premises shall cause the rate of casualty, liability or other insurance on the Premises, or on the building within which the Premises is situated, or on any property of LANDLORD or of others within the building or Premises, to be increased beyond the minimum rate from time to time applicable to the Premises, or to the building or to any such other property, then

and in any such event the TENANT shall pay, as additional rental, the amount of any such increase upon LANDLORD's demand; said payment by TENANT shall be in addition to and not in limitation of any other rights or remedies available to LANDLORD hereunder or at law or in equity.

20. Any one or more of the following events shall constitute an "Event of Default" or collectively "Events of Default" for purposes of this Lease:

- (a) Failure of the TENANT to pay any one or more of the installments of rent, or any other monetary sum, provided for in this Lease within ten (10) days after the date that the same becomes due.
- (b) The removal or attempt to remove from said Premises of the goods, furniture, effects or other property of the TENANT or any assignee or subtenant of the TENANT, or if the Premises shall be abandoned or shall become vacant during the term of this Lease.
- (c) The levy of an execution or other legal process upon the goods, furniture, effects or other property of the TENANT brought on the Premises or upon the interest of the TENANT in this Lease.
- (d) The filing of a petition in bankruptcy or a petition for an arrangement or reorganization by or against the TENANT or of any guarantor of this Lease.
- (e) The appointment of a receiver or trustee, or other court officer, for any of the assets of the TENANT or of any guarantor of this Lease.
- (f) The execution of an assignment for the benefit of creditors of the TENANT or of any guarantor of this Lease, the vacation or abandonment by the TENANT of the Premises or the use thereof for any purpose other than the purpose for which the same are hereby let.

- (g) The assignment by TENANT of this Lease or the reletting or subletting by TENANT of the Premises or any part thereof without the written consent of the LANDLORD first had and obtained.
- (h) The violation by the TENANT of any other of the terms, conditions or covenants of this Lease and the failure of the TENANT to remedy such violation within thirty (30) days after written notice thereof is given by the LANDLORD to the TENANT.

Upon the occurrence of an Event of Default, LANDLORD shall have the right, at its option, then or at any time while such Event of Default shall continue, to elect any one or more or all of the following remedies: (1) to accelerate all rents and other charges for the remaining term of this Lease, in which event all rents and other charges for the remaining term of this Lease shall be and become immediately due and payable by TENANT to LANDLORD; (2) to cure such Event of Default at its own expense and without prejudice to any other remedies which it might otherwise have, in which event any payments made or expenses incurred by LANDLORD in curing such default with interest thereon until paid at the Default Rate (as said term is hereinafter defined) shall be and become additional rental and shall be immediately due and payable by TENANT to LANDLORD; (3) to re-enter the Premises, without notice, and dispossess TENANT and anyone claiming under TENANT by summary proceedings or otherwise and remove their effects, and take complete possession of the Premises and either (i) declare this Lease forfeited and the term ended, or (ii) elect to continue this Lease in full force and effect but with the right at any time thereafter to declare this Lease forfeited and the term ended; or (4) to exercise any and all other rights and remedies as provided hereunder or at law or in equity. Should LANDLORD declare this Lease forfeited and the term ended, the LANDLORD shall be entitled to recover from TENANT an amount equal to the aggregate of the following: (aa) all rental and all other sums due and owing by TENANT to and including the date of

termination, (bb) all damages and costs (if any) paid or incurred by LANDLORD as the result of or in order to cure any and all of the TENANT's defaults existing at or prior to the date of termination, (cc) an amount equal to the then value of the aggregate of all rental and other charges reserved in this Lease for the balance of the term, and (dd) interest on all of foregoing from the due date thereof until paid in full at the Default Rate. Should LANDLORD following default as aforesaid, elect to continue this Lease, TENANT shall remain liable for payment of all rental and other charges and costs imposed on TENANT herein, in the amounts, at the time and upon the conditions as herein provided, together with interest thereon until paid at the Default Rate; but, in the event LANDLORD relets the Premises, then from and after such reletting, LANDLORD shall credit against any such liability by the TENANT thereafter accruing all, if any, amounts received by LANDLORD from any such reletting after first reimbursing itself for all costs incurred in curing TENANT's defaults and in re-entering and reletting the Premises (including without limitation all rental commissions and the costs of all repairs and improvements to the Premises for such reletting), together with interest thereon at the Default Rate as provided herein. The TENANT shall be and remain liable for any rental deficiency remaining after crediting the amounts received by LANDLORD from such reletting as aforesaid, but TENANT shall not be entitled to receive any portion of any such amounts received by LANDLORD from such reletting. The TENANT agrees that said remedies shall not be exclusive but, to the contrary, said remedies may be exercised by LANDLORD concurrently or successively and the exercise by LANDLORD of any one or more remedies hereunder shall not preclude the subsequent exercise by LANDLORD of that or any other remedy hereunder. As used herein, the term "Default Rate" shall mean and refer to the lesser of the following rates: (a) the rate of interest equal to four per cent (4%) per annum in excess of the base or prime rate established or announced from time to time by Regions Bank, a state banking corporation organized under the laws of the

State of Alabama (or such other banking corporation or association as may result from a merger, consolidation, sale of assets or change of charter or name by said bank or by its successors or assigns), adjusted from time to time as and when said rate may change, or (b) the highest rate of interest then allowed by applicable law in the jurisdiction where the Premises are situated.

21. In order to further secure the prompt payments of said rentals and other sums due hereunder, as and when the same mature, and the faithful performance by the TENANT of all and singular the terms, conditions and covenants on the part of the TENANT herein contained, and all damages and costs that the LANDLORD may sustain by reason of the violation of said terms, conditions and covenants or any of them, the TENANT hereby expressly waives any and all rights to claim personal property as exempt from levy and sale under the laws of the state where the Premises is located or of any other state in the United States. All of the rights and remedies available to LANDLORD hereunder or at law or in equity may be exercised concurrently or successively.

22. TENANT covenants and agrees to pay reasonable attorneys' fees and all costs if LANDLORD employs an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this Lease, and, to the fullest extent permitted by law, TENANT expressly waives all exemptions secured to TENANT under the laws of the State of Alabama or of any other state in the United States as against the collection of any rent or other obligations herein or hereby incurred or secured.

23. To the fullest extent permitted by law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or against any of the Indemnified Parties arising from or as the result or in any way connected with this Lease, the relationship of LANDLORD and TENANT, TENANT's use or occupancy of the Premises, or any claim of injury or damage arising from any or all of the foregoing.

24. At such times as LANDLORD or any mortgagee or proposed mortgagee of the Premises may in writing request the same, the TENANT covenants and agrees that this Lease shall be and the same is hereby made subject and subordinate to the lien of any mortgage (which term shall include any and all security instruments) of: (1) the Premises made by the LANDLORD, (2) the Premises made by LANDLORD and Fee Owner, or (3) the LANDLORD'S leasehold interest in the Premises; and any one or more or all of the foregoing. TENANT covenants and agrees upon demand without cost to execute any instrument as may be requested to additionally evidence such subordination (it being agreed by TENANT that no additional instrument or evidence is necessary for this subordination to be effective); provided, however, that any such subordination agreement shall provide that so long as TENANT shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage and in the event of foreclosure or enforcement of any such mortgage, the rights of TENANT hereunder shall survive, and this Lease shall in all respects continue in full force and effect, provided, however, that TENANT fully performs all of its obligations hereunder, and provided further that TENANT shall not have prepaid rent, or any other charges, except as the same becomes due under the terms of this Lease. TENANT covenants and agrees that upon request of LANDLORD or any mortgagee it shall promptly certify in writing whether or not it has received such written request. TENANT covenants and agrees to execute and deliver a certificate to the LANDLORD or any person, firm or corporation designed by LANDLORD stating the dates of this Lease and any amendments thereto, the dates of the then unexpired term of this Lease and that this Lease is in full force and effect. Such certificate shall further state that LANDLORD has fully complied with LANDLORD'S obligations herein contained, to the date thereof, unless TENANT contends otherwise, in which latter event TENANT shall

include in said certificate the facts and circumstances surrounding the alleged failure to comply with any of the LANDLORD'S obligations herein set forth.

25. Notwithstanding anything to the contrary herein contained or otherwise provided by law, LANDLORD'S liability for violation of any of its obligations herein set forth or as otherwise provided by law, shall be limited to its interest in the Premises and the rents and profits to be derived therefrom after TENANT recovers a judgment against LANDLORD (subject, however, to the prior rights against the Premises and such rents and profits (and each of them) of any present or future Mortgagee of the Premises, whose rights are hereby agreed by LANDLORD AND TENANT to be superior to any present and any future rights of TENANT). No other property of LANDLORD shall be subject to levy, attachment or execution therefor. Nothing herein contained shall be deemed, construed or interpreted to constitute an equitable lien or any other lien against the Premises or any rents or profits therefrom.

26. If the LANDLORD conveys the Premises, except as security for a loan, then the LANDLORD shall be relieved from all liability and obligations of LANDLORD occurring after the date of such conveyance.

27. Notices. All notices which are required to be given pursuant to this Lease shall be deemed sufficient if either hand delivered or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, to the following addresses or to such other addresses as either party may designate by like written notice to the other:

TO LANDLORD: **East Montgomery Investment Company**
 c/o Aronov Realty Management, Inc.
 P. O. Box 235000
 Montgomery, AL 36123-5000
 Attn: Commercial Dept.

TO TENANT: **Montgomery County Commission**

28. No reference to any specific right or remedy shall preclude LANDLORD from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure or delay by LANDLORD to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No payment by TENANT or receipt by LANDLORD of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and LANDLORD may accept such check or payment without prejudice to LANDLORD's right to recover the balance of such rent or pursue any other remedy in this Lease provided. No waiver by LANDLORD of any breach by TENANT under this Lease shall affect or alter this Lease in any way whatsoever.

29. This Lease and the covenants and conditions herein contained shall inure to the benefit of and shall be binding upon LANDLORD, its successors and assigns, and shall be binding upon TENANT, its successors and assigns, and shall inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment of this Lease by TENANT has been consented to by LANDLORD in writing as provided herein. Upon any sale or other transfer by LANDLORD of its interest in the Premises, LANDLORD shall be relieved of any obligations under this Lease thereafter.

30. The relationship between the parties is that of landlord and tenant only, and neither party shall be or be deemed to have become a partner, agent or joint venturer of the other party for any purpose whatsoever.

31. Throughout this instrument, any reference to the singular shall also refer to the plural, and visa versa, whichever is appropriate; and likewise any reference to gender shall include masculine, feminine or neuter, whichever is appropriate.

32. Any paragraph or section captions or headings used in this Lease are for convenience of reference only and shall not in any way be used to construe or modify the provisions set forth in this Lease.

33. In the event the LANDLORD or TENANT shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than payment of rental or other sums due by TENANT hereunder) by reason of fire, windstorm, flood or other casualty, strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of another party, war or other reason beyond LANDLORD's or TENANT's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

34. Except as set forth herein, each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including without limitation the cost of counsel fees in connection therewith. It is understood that Aronov Realty Management, Inc. has represented only the LANDLORD in connection with the

execution of this Lease and LANDLORD shall be solely responsible for paying any and all fees and expenses due Aronov Realty Management, Inc.

35. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties. LANDLORD reserves the right to withdraw or modify this Lease at any time prior to the full execution and delivery of this Lease by all parties hereto.

36. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, and the parties acknowledge and agree that all negotiations, considerations and representations between the parties have been merged herein. No course of prior or subsequent dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease cannot be modified except by a writing signed by the party against whom the modification is enforceable.

37. If any term or provision of this Lease or any portion of any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, and the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

38. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee and rights contained herein for the benefit of the Agent and any other Indemnified Parties.

39. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state in which the Premises are located.

40. This document, and any amendment or modification thereto or restatement thereof, may be executed in one or more counterparts, including electronic counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one agreement binding on all parties to the document. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this document are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of this document, or any other document contemplated hereby, bearing an original or electronic signature by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper document bearing an original or electronic signature. It is hereby acknowledged by the parties that the enforcement of this provision is recognized under the full faith and credit provision of the U.S. Constitution and the U.S. Code and the Alabama Uniform Electronic Transactions Act (Ala. Code §§ 8-1A-1, *et seq.* (1975)).

[EXECUTION ON FOLLOWING PAGES(S)]

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals, this

_____ day of _____, 2021.

LANDLORD:

EAST MONTGOMERY INVESTMENT COMPANY
an Alabama General Partnership

By: MACOL CORPORATION
an Alabama corporation
Its: General Partner

WITNESSES:

By: _____
Its: _____

TENANT:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.
Its Chairman

WITNESS:



Gallion & Gallion, LLC
7475 Halcyon Pointe Dr.
Montgomery, Alabama 36117
t. 334.265.8573

Mac Donald Gallion (1913-2007)
Thomas T. Gallion, III
Constance C. Walker
* Of Counsel

MEMORANDUM

June 30, 2021

TTG

To: Florence Cauthen, County Administrator
From: Thomas T. Gallion, III
Re: Lease Agreement with East Montgomery Investment Company

I have reviewed the Lease Agreement and suggest the following:

The LANDLORD shall maintain the building in a condition that is suitable for the purposes of this Lease as per the condition of the warehouse on the date of the execution this Lease Agreement.

According to Paragraph 5 Unless the premises are made untenable.

Eliminate Paragraph 7.

Paragraph 17 This hold harmless is contingent upon the fact that any of the above liabilities are not caused by the negligence and/or fault of the LANDLORD.

Paragraph 20 Remove (b) The removal or attempt to remove from said Premises of the goods, furniture, effects or other property of the TENANT or any assignee or subtenant of the TENANT or.