

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 9, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Deputy Administrator

SUBJECT: Information pertaining to the January 14, 2020
Montgomery County Commission Regular Meeting

The Legislative Breakfast with the local delegation will be held on Tuesday, January 14, 2020 at 8:30 a.m. in Annex I, Sheriff's Muster Room, 1st Floor.

An Exit Conference with the Examiners of Public Accounts regarding the October 1, 2017 – September 30, 2018 Audit will be held on Tuesday, January 14, 2020 at 3:00 p.m., in the Commission Conference Room.

The Commission meeting will be held on Tuesday, January 14, 2020, at 3:30 p.m. The Formal Session will begin at 5:00 p.m.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations and a list of Future Appropriations from Joint Designated Revenue.

1. County Commission Information Session Schedule for January 14, 2020

Items to Consider for the Tuesday, January 28, 2020 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization to Sell a Surplus Vehicle to Bullock County Sheriff's Office at a Price to be Negotiated by Sheriff Cunningham, Sheriff's Office

A COUNTY OLDER THAN THE STATE

3. Consider Authorization to Pursue a Community Oriented Policing Services (COPS) Grant, Sheriff's Office
4. Consider Authorization of Scope of Work Downtown Environmental Alliance 2020 Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project, County Commission
5. Consider Adoption of Resolution Authorizing a Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of DG Fresh Distribution AI, LLC and Certain Other Private Entities, Subject to Approval of Final Project Agreement by County Attorney, County Commission **(NOTE: A Public Hearing will be held on January 28, 2020 prior to the Commission's vote concerning this matter)**
6. Consider Authorization of Renewal Agreement with Don H. Payne regarding External Collection Services, Tax and Audit Department
7. Consider Authorization of Amendment Number 3 to Contract with Galls, LLC regarding a Sixty (60) Day Extension, Beginning February 7, 2020 and Ending April 6, 2020 for Sheriff's Office Uniform Items 1-21, 23-27, 30, 57, and 58, Contract Number 52110-17B-008, Sheriff's Office
8. Consider Authorization of Amendment Number 4 to Contract with MAC Uniforms regarding a Sixty (60) Day Extension, Beginning February 7, 2020 and Ending April 6, 2020 for Sheriff's Office Uniform Items 22, 28, 39, and 37-58, Contract Number 52110-17B-008, Sheriff's Office
9. Consider Authorization of 2019 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr., County Commission
10. Consider Authorization of 2020 County Employee Blood Drives, County Commission
11. Consider Authorization of Alcohol License Application for Off Premises Retail Beer and Table Wine to Applicant 31 Market, Inc., for Double B Convenience Store located at 18354 US Highway 31, Hope Hull, Alabama 36043, County Commission **(NOTE: A Public Hearing will be held on January 28, 2020 prior to the Commission's vote concerning this matter)**
12. Consider Authorization of Bid Award to Acme Supply Company, LTD for Inmate Uniforms, Bid Number 52200-20B-006, Detention Facility
13. Consider Authorization of Bid Award to Montgomery Armored Car Service, Inc., for Armored Car Service, Bid Number 51100-20B-008, Tax & Audit Department

Personnel Action Item

14. Consider Authorization of Proposed Revised Pay Plan for Retirement Systems of Alabama (RSA) Retired Employees, County Commission
15. Consider Authorization of a Two-Step Irregular Pay Increase for Administrative Assistant Lisa Crenshaw from Pay Grade A05 Step 5 (\$36,880) to Step 7 (\$39,162) and a Two-Step Irregular Pay Increase for Payroll Clerk Mek Abebe from Pay Grade A04 Step 5 (\$32,826) to Step 7 (\$34,857), Sheriff's Office

General Information Items

16. Copy of Memorandum from Manager of Public Affairs regarding Locations for "On the Road" Tour Dates
17. Copy of Email from Personnel Director Carmen Douglas regarding Board Member Appointment to the Personnel Board
18. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for January 2020
19. Copies of Revenue Reports for December 2019 from Tax and Audit Department
20. Copy of Population Report for December 2019 for the Mac Sim Butler Detention Facility

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 14, 2020

- 3:30 p.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 3:35 p.m. Personnel Director Carmen Douglas – Presentation regarding Proposed Revised Pay Plan for Retirement Systems of Alabama (RSA) Retired Employees (**Personnel Action Item 14**)
- 3:40 p.m. Sheriff Derrick Cunningham – Presentation regarding Sale of Surplus Vehicle to Bullock County Sheriff's Office (**Future Agenda Item 2**), Request to Pursue a Community Oriented Policing Services (COPS) Grant (**Future Agenda Item 3**) and Two-Step Irregular Pay Increase for Human Resources Personnel (**Personnel Action Item 15**)
- 3:45 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 3:50 p.m. County Engineer George Speake – Presentation regarding Scope of Work concerning Downtown Environmental Alliance 2020 Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project (**Future Agenda Item 4**)
- 3:55 p.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Locations for “On the Road” Tour Dates (**General Information Item 17**) and Update regarding Public Affairs
- 4:00 p.m. Senior Vice President of Corporate Development Ellen McNair with the Montgomery Area Chamber of Commerce – Presentation regarding a Resolution Authorizing a Project Agreement and Related Documents concerning Project Penguin (**Future Agenda Item 5**)
- 4:10 p.m. Director Christina Thornton with the City/County Emergency Management Agency – Presentation regarding Web Conference for Operational Briefs
- 5:00 p.m. Formal Session
- 5:30 p.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

MEMORANDUM

TO : Florence Cauthen
Deputy Administrator

FROM : Derrick Cunningham
Sheriff

DATE : December 30, 2019

SUBJECT : Purchase of Surplus Vehicle

Attached is a letter from the Bullock County Sheriff's Office where they are requesting the Montgomery County Commission to allow them to purchase a surplus vehicle from the Sheriff's Office. The letter was made out to the Montgomery County Commission, but it was mailed to our agency and I am forwarding you this request for your approval.

Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

Office Phone: 334-738-2670
County Jail: 334-738-9222
Fax: 334-738-3982

December 18, 2019

TO: Montgomery County Commission

FROM: Sheriff Raymond Rodgers

I Sheriff Raymond Rodgers am requesting, to purchase a surplus vehicle from the Honorable Sheriff Derrick Cunningham from the Montgomery County Sheriff's Department.

Thank you,

A handwritten signature in black ink, appearing to read 'R. Rodgers', with a long horizontal flourish extending to the right.

Sheriff Raymond Rodgers



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: Approval to pursue Community Oriented Policing Services (COPS) Grant

Date: January 9, 2020

We are requesting the County Commission's approval to pursue and submit the Community Oriented Policing Services (COPS Hiring Grant). This is a 36-month grant with a 25% match (\$12,500 for each School Resource Officer/Deputy for a total of \$37,500). This grant may allow the 25% cash match funds to be charged against the benefits of each new hire.

These will be new hires, if approved the commission is agreeing to the requirements set forth in the grant to include maintaining these positions, at a minimum of 12 months (1 year) after the grant period ends.

I thank you for the opportunity to present this proposed grant project to you.

RW/dc

cc: Derrick Cunningham, Sheriff

3-1

ELTON N. DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

December 18, 2019

MEMORANDUM

TO: Florence M. Cauthen
Deputy Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
12/18/2019

SUBJECT: Downtown Environmental Alliance (DEA)
Environmental Services Associated with the Capitol City Plume -- ADEM
2020 Monitoring and Post-Remedial Action Report (RAR) Activities for the
Downtown Environmental Assessment Project

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Scope of Work, Downtown Environmental Alliance, 2020 Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project, that was sent to us from Jacobs Engineering Group, Inc. The County's share of the cost associated with this agreement is \$23,551.60.

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

As additional information, approval dates of previous Scope of Work DEA Authorizations were:

- Scope of Work DEA Authorization 5, Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project, June 17, 2019.
- Scope of Work DEA Authorization 4 was approved by the Montgomery County Commission on October 15, 2018.
- Scope of Work DEA Authorization 3 was approved by the Montgomery County Commission on July 24, 2017.
- Capitol City Plume Proposed Superfund Site Agreement was approved by the Montgomery County Commission on November 2, 2015.

GCS/gcs

Attachment

cc; File

4-1

Scope of Work
Downtown Environmental Alliance
2020 Monitoring and post-RAR Activities for the Downtown Environmental
Assessment Project

December 13, 2019

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Settlement Agreement for Site Response* (ADEM/DEA, 2015) between the Alabama Department of Environmental Management (ADEM) and the DEA, which will be referred to hereinafter as the "Settlement Agreement." This SOW is also consistent with the activities presented in the Final Institutional Control Plan (ICP) (CH2M, 2019) and the Final Remedial Action Report (RAR) (CH2M, 2019).

On December 15, 2017, CH2M HILL Companies Ltd. became part of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd. is now a wholly-owned direct subsidiary of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd., including CH2M HILL Engineers, Inc. (CH2M), presently remains a separate legal entity and will continue to operate and conduct business.

This SOW provides the planning-level costs associated with the following work elements for the DEAP, which were agreed upon in the Final ICP and Final RAR Documents:

- Perform the 2020 groundwater monitoring activities for the DEAP
- Perform 2020 random property inspections and interviews with current property owners for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Prepare the 2020 Institutional Controls (ICs) notification letters for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Manage and coordinate general Environmental Covenants (ECs) that are submitted by downtown property owners during the 2020 calendar year
- Prepare the Draft and Final Remedial Action Progress Report (RAPR) for the post-RAR activities conducted in the 2020 calendar year
- Continue Meeting Facilitation and Coordination Support for the DEAP during the 2020 calendar year
- Continue Community Involvement and Community Outreach Group (COG) Support for the DEAP during the 2020 calendar year

Task 1: 2020 Groundwater Monitoring Activities

Groundwater samples will be collected from seven existing monitoring wells as outlined in the Final ICP. Samples will be analyzed for tetrachloroethene (PCE), as documented in the Final ICP as the only chemical of concern (COC) in groundwater for the DEAP. This groundwater sampling event will be conducted during the third quarter of the 2020 calendar year, as prescribed in the Final RAR.

Samples will be collected in accordance with the Alabama Environmental Investigation and Remediation Guidance (AEIRG) and the site-specific Sample and Analysis Plan (SAP), which will be similar to Appendix A of the Technical Work Plan (TWP) (CH2M, 2016). Monitoring well purging following the U.S. Environmental Protection Agency (EPA) Low-Flow Groundwater Sampling Method will be accomplished using submersible bladder pumps. Field parameters will be measured and recorded during well purging,

including pH, temperature, specific conductance, oxidation-reduction potential, turbidity, and dissolved oxygen. Purge water from each well will be placed in buckets and transported to the Econchate Waste Water Treatment Plant where it will be stored in drums or other approved containers. Quality assurance/quality control (QA/QC) samples will be collected at the following frequency for COC analyses:

- One trip blank per cooler per day
- One field duplicate
- One matrix spike/matrix spike duplicate
- One equipment blank or decontamination rinse sample per day
- One field blank of the decontamination water source per event

A total of 17 samples will be collected for PCE analysis (via EPA Method 8260B), which will be performed by a subcontracted laboratory. The total number of samples includes the appropriate QA/QC samples, as listed previously. The data will be validated and evaluated for usability to a level compliant with EPA and Alabama Department of Environmental Management (ADEM) guidelines. Also, an estimated two investigation derived waste (IDW) samples will be collected from the purge water drums for total volatile organic compounds (VOCs) analysis to evaluate disposal options.

For estimating purposes, CH2M assumes the following:

- The DEA will be responsible for disposal of the IDW; in this case, purged groundwater. IDW will be placed in 55-gallon drums and stored at the Econchate Waste Water Treatment Plant. CH2M will sample each drum (assumed to be two) for PCE and other analyses required by the treatment plant (assumed to be VOCs) and will submit the analytical results to the DEA Technical Committee. If the analytical results are less than the discharge standards for the treatment plant, the purge water will be disposed of at the plant. If the analytical results of the IDW water exceed the discharge standards for the treatment plant, the purge water will be disposed at an offsite facility, which will require a change order.
- Sampling equipment will be provided by CH2M.
- Health and safety requirements for fieldwork will be Level D (safety glasses, leather work boots, and reflective safety vests). Traffic control items such as barricades and sawhorses will be provided by the City of Montgomery.
- One team of two people can accomplish the groundwater sampling event within 3 days. If sampling exceeds 3 days due to inclement weather, slow recharge, or lack of parameter stabilization, a change order will be required.
- Field days for sampling will average 10 hours for 3 days. CH2M has budgeted for shipping samples to the laboratory in three coolers via priority overnight delivery at \$100 each.
- A subcontracted laboratory will analyze the groundwater samples with standard 2-week turnaround time.
- The sampling team will require a rental truck for 3 days.
- The project chemist will use automated data validation processes, requiring up to 16 hours for the data set to be validated.
- While no formal deliverable is planned for this groundwater sampling effort, data interpretation and reporting is covered under the RAPR subtask (Task 5) described later in this SOW.

Task 2: Institutional Controls Notification Letters

This task provides the CH2M labor and expense associated with the preparation and submittal of the 2020 IC notification letters that are required by the Final ICP and RAR documents for the DEAP. Templates for these letters were presented to ADEM and approved by ADEM as part of the RAR document. CH2M will coordinate with the Montgomery County Commission to obtain an updated copy of the property owner database for the Downtown Environmental Overlay, when it is available in October 2020. The letters will be mailed out during the fourth quarter of 2020.

CH2M assumes approximately 50 hours of labor will be required as follows to complete this task: CH2M Project Manager (12 hours), Senior Environmental Consultant (8 hours), and Administrative Assistant (30 hours). This task also assumes the expense associated with mailing the approximately 75 letters to the downtown property owners.

Task 3: Institutional Controls Random Inspections and Interviews

This task provides the CH2M labor and expense associated with the coordination and performance of the 2020 IC random inspections and interviews with downtown property owners within the Downtown Environmental Overlay. CH2M will randomly select approximately 10 percent of the 99 properties located within the Downtown Environmental Overlay (i.e., not to exceed 10 properties) to perform either a windshield inspection or onsite inspection (depending on access) of the properties. The inspection team will complete the IC questionnaire found on the IC Inspection Checklist (Attachment 3 of the Final RAR). For properties that cannot be visually inspected due to obstructions or lack of access, CH2M will attempt to contact the property owner and perform a telephone interview with the property owner. A team of two CH2M employees are expected to conduct the inspections within 2 days prior to December 2020. The documentation for these inspections and interviews will be included in the 2020 RAPR (described later in this SOW).

CH2M assumes approximately 112 hours of labor will be required as follows to complete this task: CH2M Project Manager (20 hours), Senior Environmental Consultant (16 hours), Public Relations Consultant (16 hours) and two-person field inspection team (60 hours total). This task also assumes the expense and travel associated with these activities.

Task 4: General Environmental Covenant Management

This task provides the CH2M labor and expense associated with the coordination and management of the general ECs that are received from property owners within the Downtown Environmental Overlay. The general EC Information is currently available for review at the project website (www.cpaitalcityplume.org). Property owners will be notified of these general ECs via the 2019 IC notification letters planned to be sent in December 2019. As property owners contact CH2M expressing interest in the general EC, CH2M will coordinate with the property owner to complete the EC, and assist them in getting the EC approved by ADEM and filed with the probate Judge's Office. CH2M will also maintain a record of the completed ECs that are filed in the 2020 calendar year, and include them in the 2020 RAPR (described later in this SOW).

CH2M assumes approximately 90 hours of labor will be required as follows to complete this task: CH2M Project Manager (16 hours), Senior Environmental Consultant (14 hours), Public Relations Consultant (30 hours), and Administrative Assistant (30 hours). This task also assumes the expenses associated with these activities.

Task 5: Prepare Draft and Final Remedial Action Progress Report

CH2M will prepare the Draft and Final RAPRs at the conclusion of the 2020 calendar year. This report will document the Remedial Actions completed in 2020 (see Tasks 1 through 4). The RAPR will include the following information:

- Activities and results of the 2020 Groundwater Monitoring Event (i.e., narrative description of the field activities, validated lab reports, data results tables, comparison of results to remediation goals, potentiometric surface map, and PCE iso-concentration map)
- Documentation that the 2020 IC notification letters were distributed to the current property owners within the Downtown Environmental Overlay and documentation of any general comments or concerns that were received during the 2020 calendar year that resulted from the 2019 IC notification letters planned to be mailed in December 2019
- Results of the 2020 IC random inspections and interviews with downtown property owners within the Downtown Environmental Overlay.
- Record of any general ECs that were received and filed during the 2020 calendar year

CH2M anticipates that a junior or mid-level hydrogeologist/engineer will prepare the Draft RAPR, and one or more senior hydrogeologists or engineers will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e., geographic information system (GIS)/graphics technician, editor, and production staff) are needed to complete this report.

An electronic version of the Draft RAPR will be provided to the DEA Technical Committee for review and comment approximately 60 days after conclusion of the 2020 calendar year (approximately February 28, 2021). Once the DEA Technical Committee review comments have been addressed (assuming one round of consolidated comments), the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft RAPR will be submitted to ADEM (estimated three hard copies and one CD copy on or before March 31, 2021).

Once ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments along with a detailed, formal response to each comment that will propose revisions to the RAPR to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee (assuming one round of consolidated comments), the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for review.

Once ADEM approves the RTC document, CH2M will revise the RAPR based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised RAPR (with revisions in track changes mode) and a clean version of the RAPR, and will submit them to the DEA Technical Committee for review and comment. Once the revised RAPR is approved by the DEA Technical Committee (assuming one round of consolidated comments), the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised RAPR (estimated three hard copies and one CD) to ADEM for their review and concurrence. CH2M anticipates submitting the revised Final RAPR for ADEM review approximately 60 days after receipt of the ADEM Comments for the Draft RAPR.

Task 6: Meeting Facilitation and Coordination Support

This task includes meeting facilitation support for the aforementioned post-RAR activities for the DEAP (see Tasks 1 through 5). Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately April 2020 through March 2021):

- Four meetings/conference calls (approximately 2 hours each) with the DEA Technical Committee
- Four conference calls (approximately 1 hour each) with the DEA Executive Committee
- Six meetings (approximately 3 hours each) with ADEM

CH2M assumes that two representatives from CH2M (Project Manager and Senior Environmental Consultant) will attend all meetings (either in-person or via telephone). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussions and action items for each.

This task includes costs associated with the financial management of the project. CH2M assumes about 1 hour per month for the Project Manager and 1 hour per month for the Project Accountant will be required for the financial management of the project.

Task 7: Community Involvement and COG Support

This task includes providing community involvement support for the aforementioned post-RAR activities for the DEAP (see Tasks 1 through 5). CH2M will prepare for and attend no more than two meetings in Montgomery with the COG members to 1) update them on the up-coming post-RAR activities for 2020, and 2) to present the results of the 2020 post-RAR activities.

The budget for this task includes labor for a CH2M public relations representative to assist the current State environmental contractor with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be no more than 2 hours in duration. CH2M also assumes that up to three local representatives from CH2M will attend each meeting (Project Manager, Senior Environmental Consultant, and Public Relations Consultant). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the COG meetings to summarize the discussions and action items for each meeting.

Project Cost Estimate

The following table lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials (not-to-exceed) basis.

Task	Labor Cost	Expenses*	Total
1 Groundwater Monitoring Activities	\$23,476	\$5,942	\$29,418
2 IC Notification Letters	\$7,180	\$55	\$7,235
3 IC Inspections and Interviews	\$17,220	\$250	\$17,480
4 General EC Management	\$14,430	\$50	\$14,480
5 Remedial Action Progress Report (Draft and Final)	\$20,778	\$202	\$20,978
6 Meeting Support	\$17,156	\$201	\$17,358
7 Community Involvement and COG Support	\$14,160	\$300	\$14,450
Total	\$114,400	\$7,000	\$121,400

Note: Expenses represent costs associated with subcontractor costs (5% mark-up included), travel expenses, meeting supplies, report production, postage and shipping, meals for COG Meetings, etc.

The work described herein will be conducted on a time-and-materials (not-to-exceed) basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs, plus 115 percent of salary costs, plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received by January 1, 2020, CH2M assumes that the elements of this Scope-of-Work will be completed by March 31, 2021.

2020 GWM and Post-RAR Cost Breakdown
December 2019

2020 Total Cost

\$121,400.00

Member	%	\$	Credit Amount	Cumulative Credit
State of AI	35	\$ 42,490.00	\$ -	\$ -
MWWSSB	19	\$ 23,066.00	\$ -	\$ -
City of Montgomery	26.6	\$ 32,292.40	\$ -	\$ -
Montgomery County Commission	19.4	\$ 23,551.60	\$ -	\$ -
The Advertiser (100% Credit)	0	\$ -	\$ 24,280.00	\$ 198,025.24

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Community College System

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: 2020 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated December 13, 2019.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is **\$121,400**, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by January 1, 2020, CH2M anticipates the activities described in the attached Scope of Work to begin the week of April 6, 2020.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

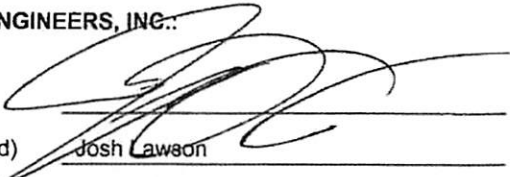
Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature 

Name (printed) Josh Lawson

Title Manager of Projects

Date 12/13/19

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

RESOLUTION

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND RELATED DOCUMENTS FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS OF VALUE IN AID OF DG FRESH DISTRIBUTION AL, LLC AND CERTAIN OTHER PRIVATE ENTITIES

WHEREAS, DG Fresh Distribution AL, LLC, a Tennessee limited liability company (together with its permitted successors and assigns, the "Company"), proposes to lease, equip, and operate a cold storage and distribution 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 \$65,000, 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 Dollar General Corporation, an affiliate of the Company, and WD Mobile Highway AL Property, LLC, 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 west Montgomery, increasing employment opportunities, and benefitting private businesses.

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 Clerk, 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 ____ day of January, 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

DG FRESH DISTRIBUTION AL, LLC

(PROJECT PENGUIN)

LOCAL GOVERNMENTS' PROJECT AGREEMENT

THIS LOCAL GOVERNMENTS' PROJECT AGREEMENT (herein referred to as this "Agreement") is hereby made and entered into on January __, 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 DG Fresh Distribution AL, LLC, a Tennessee limited liability company (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 operate a cold storage and distribution facility (the "Facility") as herein described on an approximately ninety-six (96) acre site located at 6038 Mobile Highway, Montgomery, Alabama 36105, as such site is more particularly shown on Exhibit "A" attached hereto (the "Project Site"); and

WHEREAS, the Company has represented that it will make a total capital investment of approximately Nine Million Dollars (\$9,000,000) in connection with leasing, equipping, and operating the Facility and will employ at least 65 full-time direct or indirect employees at the Facility earning an average hourly wage of at least sixteen dollars (\$16.00), 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 thereat; 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: (cash compensation for all Full-Time Employees for the applicable Reporting Year) divided by (hours worked by all Full-Time Employees in the same Reporting Year). For purposes of computing the Actual Average Hourly Wage, cash compensation shall include overtime pay and bonuses but shall not include Fringe Benefits.

“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, the sale or other disposition of all or substantially all of the Company’s assets.

“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 January 31, 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 storing and distributing perishable food products 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 acts of God, acts of terrorism, extreme weather, and 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 include, but are not limited to, health insurance, retirement, life insurance, workmen’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 Industrial Relations 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, but not more than a total of ten (10) such employees, (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, or (iv) a Full-Time Equivalent Employee. 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.

“Full-Time Equivalent Employee” shall mean two (2) natural persons employed by the Company or a direct contractor with combined working hours at the Facility equal to or exceeding thirty-six (36) hours per work week and who otherwise satisfy the definition of Full-Time Employee. All Full-Time Equivalent Employees shall be eligible to receive all Fringe Benefits 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(c) of this Agreement.

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

“Landlord” means WD Mobile Highway AL Property, 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.

“NAICS Code” means the 2017 North American Industrial Classification System Code.

“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 storage and distribution of perishable food products 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 \$16.00 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, the Company makes the following commitments to the Local Governments:

A. The Company acknowledges that the citizens of the Local Governments anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. The Company shall consummate the leasing of 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 September 30, 2020, subject to possible extension for a Force Majeure Event.

B. Subject to possible extension for a Force Majeure Event, not later than June 30, 2023 (the “Jobs Target Date”), the Company shall employ at least sixty-five (65) 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 June 30, 2021, and at least fifty (50) Full-Time Employees earning at least the Minimum Average Hourly Wage by June 30, 2022.

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 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 is duly organized under Tennessee law and is in good standing, licensed, and qualified to do business in Tennessee. The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Tennessee and Alabama laws applicable to its 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. 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 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 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 except for the parenthetical in clause (i) of subsection 4.2(b), in the event the Company shall fail to meet the commitments set forth in Sections A or B 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. The Company certifies to the Local Governments that the Facility has a NAICS Code of 493 (warehousing and storage).

N. 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 Government's 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.

O. 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 January 15, 2020, the Company may terminate this Agreement by written notice to the Local Governments given on or before January 31, 2020. In the event that such project agreement has not been executed between the Company and the State on or before January 15, 2020, the Local Governments may terminate this Agreement by written notice to the Company and the State given on or before January 31, 2020.

P. The Company will provide written notice to the Local Governments [following/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:

A. The Local Governments will pay to the Company shared 60% by the City and 40% by the County:

- i. On or before September 30, 2021, One Thousand Dollars (\$1,000) times each Full-Time Employee of the Company employed as of June 30, 2021;
- ii. On or before September 30, 2022, One Thousand Dollars (\$1,000) times each Full-Time Employee of the Company employed by the Company as of June 30, 2022, in excess of the number of Full-Time Employees employed by the Company as of June 30, 2021; and
- iii. On or before September 30, 2023, One Thousand Dollars (\$1,000) times each Full-Time Employee of the Company employed by the Company as of June 30, 2023, in excess of the greater of the number of Full-Time Employees employed by the Company as of June 30, 2021, or June 30, 2022;

provided, however, in no event, will the Local Governments pay the Company under this subsection more than Sixty-Five Thousand Dollars (\$65,000) calculated on an aggregate payment basis.

B. The Parties anticipate that 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, if and only 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 a maximum of 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 January 15, 2020, then the Company may terminate this Agreement by written notice to the Local Governments given on or before January 31, 2020.

D. The Local Governments shall make available until the Placed-in-Service Date to the 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 \$33,005. In addition, the Company will be responsible for and pay all of its 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 July 31 of each of 2021, 2022, and 2023, 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 June 30, 2021, June 30, 2022, and June 30, 2023, 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 September 30, 2020 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, or (iii) breaches or violates any other covenant or agreement of the Company contained in Article 2 hereof following notice and reasonable opportunity to cure, but for a period not to exceed thirty (30) days, 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 date of the event or failure triggering the repayment obligation.

(d) The right of the Local Governments to recapture the Local Governments Incentives 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 sufficient number of Full-Time Employees to meet a Yearly Average at least equal to 59 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 (A) \$500 multiplied by (B) the difference between 59 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 purposes only, if the Company employs only 55 employees during each Reporting Year of the Jobs Maintenance Period, the total recapture amount would be \$4000 (4 employees times 3 years x \$500, but limited to \$1,000 per employee).

(c) Any recapture payment 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 Local Governments Incentives 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, 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.

In no event shall the termination or cessation of the obligations and agreements of the Local Governments in any way waive, limit, abrogate, or eliminate the obligations of the Company hereunder, and such termination or cessation of such obligations by the Local Governments shall not constitute a termination of this Agreement.

ARTICLE 5

MISCELLANEOUS

A. The effectiveness of this Agreement shall be subject to 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, 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. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Furthermore, in order 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 the Circuit Court of Montgomery County, Alabama. Each of the Parties irrevocably submits to the exclusive jurisdiction of 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. 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, 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

Montgomery County
Commission:

Honorable Elton Dean
Montgomery County Commission
101 South Lawrence Street (36104)
Post Office Box 1667
Montgomery, Alabama 36102
Fax: (334) 832-2533

With copy to:

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

and

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

and

Henry H. Hutchinson, Esq.
Capell & Howard, P.C.
Post Office Box 2069
Montgomery, Alabama 36102-2069
Fax: (334) 241-8270

Company:

DG Fresh Distribution AL, LLC
100 Mission Ridge
Goodlettsville, TN 37072
Attn: Mark Payne

With copy to:

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
Attn: General Counsel

and

Rebekah Fisher & Associates, PLLC
414 Bridge Street
Franklin, Tennessee 37064
Attn: Rebekah E. Fisher, Esq.

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 withheld unreasonably, 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 and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any 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.

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 obligations under this Agreement), and that all such liability, responsibility and obligation therefrom shall be the Company's alone.

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 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, and 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 improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

[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)

COUNTY OF MONTGOMERY)

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 ____ of January, 2020.

Notary Public
My Commission Expires: _____

MONTGOMERY COUNTY, ALABAMA

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

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

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 ____ of January, 2020.

Notary Public
My Commission Expires: _____

DG FRESH DISTRIBUTION AL, LLC

By: _____

Its _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, as _____ of DG Fresh Distribution AL, LLC, a Tennessee limited liability company, 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/she, as such officer 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 DG Fresh Distribution AL, LLC on this date.

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Map of Project Site

[SEE ATTACHED]

GUARANTY

This Guaranty is made by Dollar General Corporation, a Tennessee corporation (the "Guarantor"), as the parent corporation of DG Fresh Distribution AL, LLC (the "Company").

As an inducement to the City of Montgomery, Alabama (the "City") and Montgomery County, Alabama (the "County" and, together with the City, the Local Governments"), the Guarantor unconditionally guarantees to each of the Local Governments all payment obligations or liabilities of the Company under the foregoing Local Governments' Project Agreement.

This Guaranty shall be construed as an absolute, continuing, and unlimited guaranty of payment, without regard to regularity, validity, or enforceability of the liability or obligation of the Company hereby guaranteed. The Local Governments shall not be obliged to proceed first against the Company. The Guarantor waives notice of acceptance of this Guaranty. The Guarantor consents that, without notice to the Guarantor, and without the necessity of any additional endorsement, consent, or guaranty by the Guarantor, the obligations and liabilities of the Company hereby guaranteed may, from time to time, be renewed, extended, modified, compromised, or released by the Local Governments, without impairing or affecting in any way the liability of the Guarantor hereunder.

The unenforceability or invalidity of any provision or provisions of this Guaranty shall not render any other provision or provisions herein contained unenforceable or invalid. The provisions of this Guaranty shall be construed and interpreted, and all rights and obligations hereunder determined, in accordance with the laws of the State of Alabama. Any proceeding or legal dispute regarding this Guaranty shall be heard and determined only in the court specified in the foregoing Agreement.

This Guaranty shall inure to the benefit of the Local Governments, and their respective successors and assigns. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

The Guarantor has executed this Guaranty as of January ____, 2020.

DOLLAR GENERAL CORPORATION

The Guarantor



EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
PURSUANT TO THE PROJECT AGREEMENT
AMONG THE CITY OF MONTGOMERY, ALABAMA,
MONTGOMERY COUNTY, ALABAMA, AND
DG FRESH DISTRIBUTION AL, LLC
DATED _____, 2020**

The undersigned officer of DG Fresh Distribution AL, LLC (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 July 31 of each of 2021, 2022, and 2023, 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 June 30, 2021, June 30, 2022, and June 30, 2023, respectively. The number of Full-Time Employees at the Facility as of June 30, 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 of _____)

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 _____ day of _____, 202____

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
DG FRESH DISTRIBUTION AL, LLC
DATED _____, 2020**

The undersigned executive officer of DG Fresh Distribution AL, LLC (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 of _____)

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 _____ day of _____, 202____

AFFIX SEAL

Signature of Notary Public _____

Printed Name _____

My Commission Expires ____ day of _____, 202____

I, Florence M. Cauthen, Deputy Administrator of Montgomery County, Alabama, DO HEREBY CERTIFY that the following is a true and correct copy of a resolution which was duly adopted by the Montgomery County Commission at a meeting held on the 28th day of January, 2020. Said resolution is in full force and effect and has not been rescinded, amended or modified since its adoption.

GIVEN under my hand and the official seal of Montgomery County, Alabama, this the 28th day of January, 2020.

Deputy Administrator

[SEAL]

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

MEMORANDUM

DATE: January 7, 2020

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager *Terri Henderson*
01/07/2020

RE: Renewal of External Collection Services Agreement

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on February 13, 2020. Attached is the proposed renewal Agreement for a new eighteen (18) month term commencing on February 14, 2020. Attorney Constance Walker with Haskell Slaughter Gallion & Walker, LLC has already reviewed the proposed agreement with no other changes recommended.

I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on January 14, 2020, or as soon as possible thereafter, for further discussion and consideration. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

6-1

AGREEMENT

THIS NEW AGREEMENT made this 14th day of February 2020 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the EXTERNAL COLLECTOR).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and EXTERNAL COLLECTOR desire to enter into AGREEMENT under which EXTERNAL COLLECTOR shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and EXTERNAL COLLECTOR hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, THE EXTERNAL COLLECTOR agrees to perform the following tax collection services for the COUNTY:

THE EXTERNAL COLLECTOR will provide tax collection services for a designated portion of businesses within Montgomery County's universe of non-property taxpayers as assigned or approved by Montgomery County. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, Fuel and Rental taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the EXTERNAL COLLECTOR. Montgomery County will provide letters of authorization and introduction of EXTERNAL COLLECTOR as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from Montgomery County. The EXTERNAL COLLECTOR agrees and understands that he shall have no authority to determine the amount of any tax, interest, court cost, or penalty owed to Montgomery County.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing AGREEMENT with the COUNTY.

Conditions of Work.

It is understood that the EXTERNAL COLLECTOR may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional third party collecting firms under applicable law.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay \$25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the EXTERNAL COLLECTOR shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is required, the EXTERNAL COLLECTOR may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. The EXTERNAL COLLECTOR shall submit invoices with applicable supporting documents to Montgomery County. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this AGREEMENT shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon ninety (90) days prior written notice of cancellation. This AGREEMENT shall terminate automatically if the EXTERNAL COLLECTOR loses or foregoes any license or bond that is required under applicable law.

4. Assignment. The EXTERNAL COLLECTOR may not assign the rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Montgomery County.

5. Governing Law. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the AGREEMENT between the EXTERNAL COLLECTOR and the County, 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation within thirty (30) days of the filing of the request. 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.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire AGREEMENT. This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

DON H. PAYNE

By: _____
Elton N. Dean, Sr.

By: _____
Don H. Payne

Title: Chairman

Date: _____

Date: _____

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer Q

Date: January 6, 2020

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 3 to Galls, LLC for Sheriff's Office uniforms items 1-21, 23-27, 30, 57, 58 be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning February 7, 2020 and ending on April 6, 2020.

All provisions of the contract shall remain the same.

This contract extension has been coordinated with Myrtle Singleton, Administrative Service Manager, Sheriff's Office.

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 3

Contract with Galls, LLC for Sheriff's Office uniforms, is hereby extended for sixty (60) days, beginning February 7, 2020 and ending April 6, 2020.

All provisions of the contract remain the same.

WITNESS:

GALLS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer 

Date: January 6, 2020

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 4 to MAC Uniforms for Sheriff's Office uniforms items 22, 28, 29, 37-58 be considered for approval on a future agenda.

Amendment No. 4 will allow the contract to be extended for sixty (60) days, beginning February 7, 2020 and ending on April 6, 2020.

All provisions of the contract shall remain the same.

This contract extension has been coordinated with Myrtle Singleton, Administrative Service Manager, Sheriff's Office.

•

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 4

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby extended for sixty (60) days, beginning February 7, 2020 and ending April 6, 2020.

All provisions of the contract remain the same.

WITNESS:	MAC UNIFORMS
_____	BY: _____
	TITLE: _____

WITNESS:	MONTGOMERY COUNTY COMMISSION
_____	BY: _____
	TITLE: _____



November 22, 2019

Mr. Daniel Harris Jr.
Vice Chairman, District 1
Montgomery County Commission
3857 Colline Drive
Montgomery, AL 36116

2019 MEMBERSHIP DUES AND CONTRIBUTION

2019 Annual Membership Dues	\$ 175.00
2019 Contribution	\$ <u> </u>
TOTAL	\$ <u>175.00</u>

Your membership dues and any contribution you make are tax deductible. You may mail your check to Leadership Alabama or you may pay online. Visit www.leadershipal.org and hover over the "Members" tab on the top right side of the page. Scroll down to click "Pay Online."

Thank you for supporting Leadership Alabama!

Leadership Alabama
P.O. Box 631
Montgomery, AL 36101

Did your email address change? Please let us know!

New Email Address

Leadership Alabama is a 501(c)(3) organization, Tax ID #63-1007967. In accordance with the Internal Revenue Code requirements for substantiation of charitable contributions, we certify that Leadership Alabama, Inc. provided no goods or services in exchange for this contribution.

9-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 7, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Deputy Administrator

SUBJECT: 2020 County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. I am requesting the county continue this tradition by sponsoring two blood drives in 2020.

I am also requesting that the Commission allow elected officials and department heads, at their discretion, to give employees who donate blood four hours of paid administrative leave. This time off must be scheduled in advance with the department head or supervisor.

I am requesting that this item be placed on the January 28th meeting agenda. Thank you.

FMC/tll

A COUNTY OLDER THAN THE STATE



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

January 9, 2020

MEMORANDUM

TO : Montgomery County Commission
FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
SUBJECT : Double B Convenience Store
18354 US Highway 31, Hope Hull, AL 36043
Alcohol License Application

I have reviewed the attached application for Double B Convenience Store. I have no objection to the approval of this alcohol license.

Please place this matter on the next agenda.

Thank you!

DC/crv

encls.

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

11-1

Montgomery County Sheriff's Office
Retail Liquor License Application

Business : Double B Convenience Store
Location : 18354 U.S. Highway 31, Hope Hull, AL 36043
Date : January 8, 2020
Investigator : Sergeant J. Oliver

Sergeant J. Oliver received notification from Sheriff Derrick Cunningham that an ABC Retail-Off Premises Liquor License had been applied for by MD Anwar Shadad of Montgomery, AL. The location for the application is 18354 U.S. Highway 31, Hope Hull, AL 36043. The applicant does not have a criminal record on file with the Montgomery County Sheriff's Office.

The location of the proposed business is in rural Montgomery County. The area is scarcely populated with residential homes. Contact was made with residents on Trent Lane / Big Zion Road, and none of the citizens who were present had any objection to the opening of the business.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20191122143113858



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **DOUBLE B CONVENIENCE STORE**

Filing Fee: \$100.00

Applicant: **31 MARKET INC**

Transfer Fee:

Location Address: 18354 US HIGHWAY 31 HOPE HULL, AL 36043

Mailing Address: 18354 US HIGHWAY 31 HOPE HULL, AL 36043

County: MONTGOMERY Tobacco sales: YES

Tobacco Vending Machines: 0

Type Ownership: CORPORATION

Book, Page, or Document info: CORP 00374 PG0924 - 0927

Date Incorporated: 07/22/2019 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 12/1/2019

Alabama State Sales Tax ID: R010083925

Federal Tax ID: 84-2500296

Name:	Title:	Date and Place of Birth:	Residence Address:
MD ANWAR SHADAD 8283575 - AL	OWNER	11/11/1977 BANGLADESH	3824 CLAIBORNE CIR MONTGOMERY, AL 36116

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MD ANWAR SHADAD

Business Phone: 334-538-4990

Fax:

Home Phone: 334-538-4990

Cell Phone:

E-mail: JOYCEEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191122143113858

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GAINES AND INA SLADE 334-284-0337
What is lessors primary business? PROPERTY OWNER
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

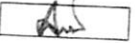
Confirmation Number: 20191122143113858



Initial each



In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.



In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.



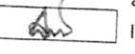
In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.



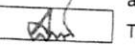
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.



In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

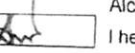


In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.



The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.



I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): MD ANWAR SHADAD

Signature of Applicant:



Notary Name (print):

Alesia M. M. M.

Notary Signature:



Commission expires:

4/29/2020

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

11-5

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Khristie Davis, Buyer *LD*
DATE: December 26, 2019
RE: Invitation to Bid No. 52200-20B-006
Inmate Uniforms

Request approval of award on the above referenced Invitation to Bid to Acme Supply Company, LTD based on unit pricing in the amount of \$3,037.505, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Colonel Sonja Pritchett, Detention Facility Director and Brandi Alexander, Youth Facility Director.

Attachment

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-20B-006				Victory Supply, LLC 7025 Industrial Park Road Mt. Pleasant, TN 38474 Kathleen Trommer sales@victorysupplyinc.com Minority Owned Yes No X		Bob Barker Company 7925 Purfoy Road Fuquay Varina, NC 27526 Betsy Copeland betsycopeland@bobbarker.com Minority Owned Yes No X		Acme Supply Company, LTD 10 Cedar Swamp Road, St#7 Glen Cove, NY 11542 Zaheer Sheik bn@acmesupply.us Minority Owned Yes X No		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID			
DATE ISSUED: November 6, 2019													
DATE OPENED: November 25, 2019													
REQUESTING DEPARTMENT: Detention and Youth Facilities													
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	Shirt: Light Blue	ea.	25	\$4.63	\$115.75	\$4.65	\$116.25	\$5.50	\$137.50				
	Size : S - 2XL												
2	Shirt: Light Blue, Orange, Red, Navy Blue	ea.	25	\$5.29	\$132.25	\$5.10	\$127.50	\$5.50	\$137.50				
	Size: 3XL - 6XL												
3	Shirt: Light Blue, Orange, Red, Navy Blue	ea.	25	\$6.31	\$157.75	\$6.95	\$173.75	\$5.50	\$137.50				
	Size: 8XL												
4	Shirt: Light Blue, Orange, Red, Navy Blue	ea.	25	\$6.71	\$167.75	\$7.95	\$198.75	\$5.50	\$137.50				
	Size 10XL												
5	Shirt:Orange, Red, Navy, Dark Green, Light	ea.	25	\$7.95	\$198.75	\$7.95	\$198.75	\$5.50	\$137.50				
	Blue, and Black & White Stripedd												
	Size: 12XL												
6	Shirt: Orange, Red Navy, Dark Green, Light	ea.	25	\$7.95	\$198.75	\$7.95	\$198.75	\$5.50	\$137.50				
	Blue, and Black & White Stripedd												
	Size: 14XL												
7	Trousers: Light Blue	ea.	25	\$4.91	\$122.75	\$6.00	\$150.00	\$6.00	\$150.00				
	Size: S - 2XL												
8	Trousers: Light Blue, Orange, Red, Navy Blue	ea.	25	\$5.75	\$143.75	\$6.25	\$156.25	\$6.00	\$150.00				
	Size: 3XL - 6XL												

Notes: All bidders only quoted imported uniforms.

12-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-20B-006					Victory Supply, LLC 7025 Industrial Park Road Mt. Pleasant, TN 38474 Kathleen Trommer sales@victorysupplyinc.com Minority Owned Yes No X		Bob Barker Company 7925 Purfoy Road Fuquay Varina, NC 27526 Betsy Copeland betsycopeland@bobbarker.com Minority Owned Yes No X		Acme Supply Company, LTD 10 Cedar Swamp Road, St#7 Glen Cove, NY 11542 Zaheer Sheik bn@acmesupply.us Minority Owned Yes X No		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID			
DATE ISSUED: November 6, 2019														
DATE OPENED: November 25, 2019														
REQUESTING DEPARTMENT: Detention and Youth Facilities														
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	
9	Trousers: Light Blue, Orange, Red, Navy Blue	ea.	25	\$6.24	\$156.00	\$8.50	\$212.50	\$6.00	\$150.00					
	Size: 8XL													
10	Trousers: Light Blue, Orange, Red, Navy Blue	ea.	25	\$6.92	\$173.00	\$9.00	\$225.00	\$6.00	\$150.00					
	Size: 10XL													
11	Trousers: Orange, Red, Navy, Dark Green													
	Light Blue and Black & White Striped	ea.	25	\$7.95	\$198.75	\$10.00	\$250.00	\$6.00	\$150.00					
	Size: 12XL													
12	Trousers: Orange, Red, Navy, Dark Green	ea.	25	\$7.95	\$198.75	\$10.50	\$262.50	\$6.00	\$150.00					
	Light Blue and Black & White Striped													
	Size: 14XL													
13	Coveralls: Orange, Red, Navy, Dark Green,	ea.	25	\$14.24	\$356.00	\$11.25	\$281.25	\$13.00	\$325.00					
	Light Blue and Black & White Striped													
	Size: S - 2XL													
14	Coveralls: Orange, Red, Navy, Dark Green,	ea.	25	\$14.74	\$368.50	\$12.50	\$312.50	\$13.00	\$325.00					
	Light Blue and Black & White Striped													
	Size: 3XL - 6XL													

Notes:

12-3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-20B-006					Victory Supply, LLC 7025 Industrial Park Road Mt. Pleasant, TN 38474 Kathleen Trommer sales@victorysupplyinc.com Minority Owned Yes No X		Bob Barker Company 7925 Purfoy Road Fuquay Varina, NC 27526 Betsy Copeland betsycopeland@bobbarker.com Minority Owned Yes No X		Acme Supply Company, LTD 10 Cedar Swamp Road, St#7 Glen Cove, NY 11542 Zaheer Sheik bn@acmesupply.us Minority Owned Yes X No		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID			
DATE ISSUED: November 6, 2019														
DATE OPENED: November 25, 2019														
REQUESTING DEPARTMENT: Detention and Youth Facilities														
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	
15	Coveralls: Orange, Red, Navy, Dark Green,	ea.	25	\$15.50	\$387.50	\$15.30	\$382.50	\$13.00	\$325.00					
	Light Blue and Black & White Striped													
	Size: 8XL													
16	Coveralls: Orange, Red, Navy, Dark Green,	ea.	25	\$16.00	\$400.00	\$16.30	\$407.50	\$13.00	\$325.00					
	Light Blue and Black & White Striped													
	Size: 10XL													
17	Optional - Stenciling on back of Shirts and	ea.	25	\$0.45	\$11.25	\$0.52	\$13.00	\$0.50	\$12.50					
	Coveralls - Note: Stenciling Color: White													
	Size: 3"													
	24 Bids Emailed													
TOTAL BID AMOUNTS					\$3,487.25		\$3,666.75		\$3,037.50					

Notes:

h-21

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-20B-006

THIS CONTRACTUAL AGREEMENT made and entered into on the 28th day of January 2020, by and between Acme Supply Company, LTD of Glen Cove, New York and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Acme Supply Company, LTD agrees to furnish inmate uniforms for the Montgomery County Detention Facility and Montgomery County Youth Facility in accordance with all the provisions of Invitation to Bid No. 52200-20B-006 as issued by the Montgomery County Commission on November 6, 2019 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Acme Supply Company, LTD and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on January 28, 2020 and will end on January 27, 2021, with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Acme Supply Company, LTD may terminate this agreement with a sixty (60) day written notice by either party.
5. That Acme Supply Company, LTD shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. That during the contract period, Acme Supply Company, LTD shall pay for fabric lab testing to certify compliance with specifications if required by the Sheriff of Montgomery County and/or Youth Facility Director.
7. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot

be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Acme Supply Company, LTD.

8. Acme Supply Company, LTD 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 Acme Supply Company, LTD, 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 Acme Supply Company, LTD, its employees, agents and officers. Acme Supply Company, LTD agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense. Acme Supply Company, LTD also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 28th day of January 2020.

WITNESS: ACME SUPPLY COMPANY, LTD

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

_____ BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Khristie Davis, Buyer *KD*
DATE: December 26, 2019
RE: Invitation to Bid No. 51100-20B-008
Armored Car Service

Request approval of award on the above referenced Invitation to Bid to Montgomery Armored Car Service, Inc. based on unit pricing in the amount of \$20,069.40, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Terri Henderson, Revenue Manager, Tax & Audit and Jamyla Philyaw, Assistant Chief Clerk, Probate.

Attachment

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Montgomery County Commission

[illegible]

Notes:

13-2

MONTGOMERY ARMORED CAR SERVICE, INC.

1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

WHEREAS, Montgomery Armored Car Service, Inc., a corporation, hereinafter referred to as the "Corporation", organized under the laws of the State of Alabama, is engaged in the business of receiving, transporting and delivery of goods, money, currency, coins, securities, products, bonds, negotiable instruments, checks, drafts, notes, debentures, or any other valuable personal properties which are the properties of others, for a fee or monetary compensation; and

WHEREAS, the undersigned, hereinafter referred to as the "Customer", does have need for the services performed or offered by the Corporation and desires to enter into a contract with said Corporation:

NOW THEREFORE, the Corporation agrees as follows:

1. To possess and maintain adequate licensing as required by Montgomery County Commission.
2. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.
3. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.
4. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). Change orders to be delivered at the time deposits are picked up.
5. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employees of the Customer prior to receipt by the Corporation.
6. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain"

amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.

7. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the specified days of each week and deliver such to the Customer's designated consignee.
8. That the Corporation, 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, claim, liens not limited to, the amounts of judgements, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Corporation, 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 Corporation. agrees to investigate, handle respond to, provide defense for and defend any such claims, demands, or suits at its sole expense. The Corporation also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall easily identify his container from other containers which may be in the possession of the Corporation.
2. The Customer understands that it is their responsibility to determine the monetary value of the contents of each container or shipment which is to be received by the Corporation and the Customer is to make this determination and to seal, secure or lock said shipment or container prior to the receipt by the Corporation's employees. It is also understood that the Corporation shall not have the possession of any key which unlocks or unfastens any container which is to be transported by the Corporation. If an employee, agent, or officer of the Corporation, upon receipt of any container has reason to believe that the lock or fastening device which is made a part of any container has been tampered with for whatever reason, which this is evidenced by marks, scratches, or by other means, the employee or agent of the customer shall, when requested by the Corporation's agent, servant or employee, open the container, verify the contents as correct or incorrect, and reseal or relock the

container, prior to receipt by the Corporation.

3. That the Corporation shall not be obligated to receive, transport or deliver any money, currency, coins, securities, checks, stocks, bonds and/or other negotiable instruments, which are not contained in securely sealed bags, or other sealed containers. However, if any individual shipment is inadvertently received by the Corporation in any unsealed, unlocked or unsecured container, the Customer agrees that the Corporation shall not be responsible to determine the contents thereof and shall not be held liable for any alleged or shortage in the contents of any unlocked, unsealed or unsecured container.
4. To certify in writing the total value of the contents of any container as well as the total value of each shipment. Shipments shall not exceed the amount collectively or the value of the Corporation's total insurance coverage at any one time.
5. To notify the Corporation in writing the name of the Customer's designated consignee and acknowledges that the Corporation is not obligated to work with any person not so designated.
6. The Corporation shall not be liable for any non-performance or delays which arise from any event involving act of terrorism or mechanical difficulties with the transporting vehicles. The Customer further agrees that the Corporation shall not be liable for any loss or damage to the contents of any container which may result from the following:
 - a. War-like or hostile actions taken by any force, organized or unorganized, against the United States government or the State of Alabama; any department or agency thereof or other governmental body which is considered a part of the United States or the State of Alabama.
 - b. Any actions taken by the United States, the State of Alabama or any department, agency or military force thereof, including Coast Guard, law enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.
 - c. Any conventional, unconventional atomic or nuclear fission device.
 - d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.
7. To give the Corporation immediate written notice of the nature of any loss or damage in the event all or any portion of any shipment or contents of any container is

destroyed, damaged, or lost and to furnish an accurate itemized statement or list of such items damaged, destroyed or lost certified and made under oath by any agent, officer, or employee authorized by the Customer. The Customer acknowledges that the Corporation does not have knowledge of the contents of any shipment or container and agrees to cooperate immediately with the Corporation or others in recovery of the contents of any loss, damage, stolen container or shipment and to furnish any books, records, bank statements, duplicate deposit slips, or other items to be used in the verification of any loss claimed by the Customer.

8. In the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said check, Corporation's liability except as hereinafter limited shall be the payment to the Customer of:
 - a. Reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.
 - b. The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include request by Customer to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the Corporation and its assigns. It is further understood and agreed that the word "Shipment" wherever used in this agreement, shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one designation address.

9. To pay the Corporation for its services as follows. Additional charges, if any, are listed below.

Service Location	Frequency	Monthly Rate
Montgomery County Tax & Audit 101 S. Lawrence Street, Annex III	Mon-Fri	\$394.73
Montgomery County Probate Office 101 S. Lawrence Street, Annex III Probate Downtown Office	Mon-Fri	\$319.43
Montgomery County Probate Office 5449 Atlanta Highway	Mon- Fri	\$319.43

Probate Office East

Montgomery County Probate Office 3075 Mobile Highway Probate Office West	Mon – Fri	\$319.43
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Montgomery County Probate Office 3425 McGehee Road Probate Office South	Mon-Fri	\$319.43
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Total Yearly Cost \$20,069.40

All accessorial costs (fuel surcharge, insurance surcharge) have been projected for the contract term and included in the monthly rate.

Depositing Financial Institution:

Montgomery County Tax & Audit:	Synovus Bank 4121 Carmichael Road Montgomery, AL 36106
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Montgomery County Probate Offices:	Regions Bank 201 Monroe Street Montgomery, AL 36104
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10. The total maximum liability is to be \$ 175,000.00 per any one shipment.

The initial term of this agreement shall commence on February 1, 2020 and continue until January 31, 2021. Thereafter, Customer has the option to renew this agreement for two (2) consecutive one (1) year terms. Corporation reserves the right to apply a price increase upon the one-year anniversary, with a maximum of five-percent (5%) per term. This contract may be terminated or amended by either party with a thirty (30) day written notice at any time during this contract.

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Montgomery Armored Car Service, Inc.

This contract is the entire agreement of the parties and the invalidity of any portion of this contract shall not affect the other provisions hereof and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ Day of _____.

Customer:

Montgomery County Commission

101 South Lawrence Street
Montgomery, AL 36104

BY: _____

Title

Corporation:

Montgomery Armored Car Service, Inc.

1701 Ridgeway West
Montgomery, AL 36110

BY: _____

Title

Special Instructions, if any:

Holidays Observed:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING



Montgomery County Commission on Civil Control and Prevention

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

January 8, 2020

TO: Montgomery County Commissioners
FR: Carmen Douglas, Personnel Director 
RE: Retired RSA Employees Pay

The Retirement Systems of Alabama (RSA) allows for retired RSA employees to be employed on a temporary, part-time basis with the County as long as the employee's annual earnings is below the maximum pay set by the RSA which is currently \$32,000. Our pay for retired RSA employees has not been adjusted to remain competitive with the annual increases set by RSA.

It is my recommendation that the county implement the attached proposed pay plan for RSA retired employees.

Thank you for your consideration.

Retired RSA Employee Pay Plan

Current – County Pay Plan

A01 \$20,635/year or \$9.92/hour - \$30,830/year or \$14.82/hour Retired RSA Employee/Clerical/Semi-Skilled

A03 \$25,630/year or \$12.32/hour - \$38,294/year or \$18.41/hour Retired RSA Employee/Technical/Paraprofessional

A05 \$32,318/year or \$15.53/hour - \$48,286 /year or \$23.21/hour Retired RSA Employee/Professional

Proposed – County & City Pay Plan

A03 \$25,630/year or \$12.32/hour - \$38,294/year or \$18.41/hour Retired RSA Employee/Clerical/Semi-Skilled

A05 \$32,318/year or \$15.53/hour - \$48,286 /year or \$23.21/hour Retired RSA Employee/Technical/Paraprofessional

A07 \$40,664/year or \$19.55/hour - \$60,755 /year or \$29.21/hour Retired RSA Employee/Professional/Public Safety Level I

A10 \$56,189/year or \$27.01/hour - \$83,951/year or \$40.36/hour Retired RSA Employee/Manager/Public Safety Level II



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

REVISED

MEMORANDUM

TO : Elton Dean
Chairman

FROM : Derrick Cunningham
Sheriff

DATE : January 6, 2020

SUBJECT : Pay Increase for Human Resources Personnel

The Montgomery County Sheriff Office just lost one of our Human Resources personnel due to retirement. We have two people that process our payroll for the Sherriff's Office which also includes the Detention Facility. As you know these two entities have the largest amount of County employees in the system. Before our Human Resource personnel retired, we had my front office secretary to work with her to learn the payroll system. During payroll submissions, Marilyn (Lisa) Crenshaw will be assisting Mek Abebe with payroll. This will enable us to continue to get payroll in efficiently without having to replace this HR personnel. Since we are reducing the number of employees by spreading out her duties, I am requesting that Mek Abebe and Lisa Crenshaw be given a 2 step pay increase. As you can see this will not add to their top end but will compensate them for the additional work. I know they will really appreciate the County Commission for looking after them as they assist the Sheriff's Office in fulfilling our payroll requirements.

Mek currently makes 32,826 and will go to 34,857
Lisa currently makes 36,880 and will go to 39,162

Please consider this request. I will greatly appreciate it and I know these two employees will be able knowing that we are thinking about them as well.

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

15-1



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

“On the Road” tour dates:

February 11 – District 1, Commissioner Harris

Location: Trenholm State Community College- Patterson Campus

Information Session: 4 pm

Formal Session: 5:30 pm

April 6 – District 4, Commissioner Sankey

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

June 1 – District 2, Chairman Dean

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

August 3 – District 5, Commissioner Singleton

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

October 5 – District 3, Vice Chairman Walker

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

Tammy Nix

From: Douglas, Carmen <cdouglas@montgomeryal.gov>
Sent: Friday, November 22, 2019 5:00 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Fwd: Montgomery City - County Personnel Board

For the next county commission meeting agenda.

Sent from my iPhone

Begin forwarded message:

From: JC Love <JCLove@mc-ala.org>
Date: November 22, 2019 at 3:01:36 PM CST
To: Carmen Douglas <cdouglas@montgomeryal.gov>
Subject: Montgomery City - County Personnel Board

Carmen,

I am emailing to officially resign from the Montgomery City-County Personnel Board. Due to my appointment as Probate Judge, I am now ineligible to serve on the board and must resign as the County Commission's designee. I enjoyed getting to know you during my short time on the board and look forward to working with you in my new position.

J C

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2019 Collections	FY 2020 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	33,453	36,410	2,957	8.84%
NOVEMBER	45,157	44,399	(758)	-1.68%
DECEMBER	35,397	36,522	1,125	3.18%
JANUARY	33,831	37,186	3,355	9.92%
FEBRUARY	38,016			0.00%
MARCH	38,808			0.00%
APRIL	44,199			0.00%
MAY	38,637			0.00%
JUNE	47,554			0.00%
JULY	45,548			0.00%
AUGUST	45,246			0.00%
SEPTEMBER	48,526			0.00%
TOTAL	147,838	154,517	6,679	4.52%

YTD Totals 2019	\$494,372	\$154,517
YTD Totals 2018	\$481,808	
YTD Totals 2017	\$483,641	
YTD Totals 2016	\$474,632	

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

FY 2019		FY 2020			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,726,423	3,856,536	233,267	4,089,804	363,381	9.75%
NOVEMBER	3,860,264	3,814,715	220,540	4,035,255	174,991	4.53%
DECEMBER	3,915,107	3,857,064	239,849	4,096,914	181,806	4.64%
JANUARY	4,410,360					
FEBRUARY	3,648,143					
MARCH	3,786,714					
APRIL	4,292,828					
MAY	4,084,707					
JUNE	4,086,150					
JULY	4,099,362					
AUGUST	4,015,735					
SEPTEMBER	4,154,227					
Year to Date	\$11,501,794	\$11,528,315	\$693,656	\$12,221,972	\$720,178	6.26%

Total YTD 2019	\$48,080,017	\$11,501,794
Total YTD 2018	\$45,357,151	\$10,907,389
Total YTD 2017	\$44,320,643	\$10,721,280

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

FY 2019		FY 2020			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,653,768	3,831,470	233,267	4,064,737	410,969	11.25%
NOVEMBER	3,717,990	3,712,242	220,540	3,932,782	214,792	5.78%
DECEMBER	3,790,837	3,711,578	239,849	3,951,427	160,590	4.24%
JANUARY	4,396,790					
FEBRUARY	3,534,409					
MARCH	3,639,190					
APRIL	4,192,138					
MAY	4,030,758					
JUNE	4,030,910					
JULY	4,015,757					
AUGUST	3,901,565					
SEPTEMBER	4,086,778					
Year to Date	\$11,162,595	\$11,255,289	\$693,656	\$11,948,945	\$786,351	7.04%

Total YTD 2019 \$46,990,889
Total YTD 2018 \$44,718,766
Total YTD 2017 \$43,672,831

\$11,162,595
\$10,746,456
\$10,592,755

19-2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

EDUCATION SALES TAX

Month Deposited	FY 2019	FY 2020	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,399,152	2,541,863	142,711	5.95%
NOVEMBER	2,522,828	2,567,405	44,577	1.77%
DECEMBER	2,506,141	2,573,207	67,066	2.68%
JANUARY	2,804,945			
FEBRUARY	2,286,383			
MARCH	2,380,998			
APRIL	2,761,600			
MAY	2,571,305			
JUNE	2,596,322			
JULY	2,579,312			
AUGUST	2,531,681			
SEPTEMBER	2,599,454			
Year to Date	\$7,428,121	\$7,682,475	\$254,354	3.42%

GASOLINE TAX

Collections	FY 2019	FY 2020	Increase (Decrease)	
	Collections	Collections	Amount	%
137,322		144,419	7,097	5.17%
147,778		147,482	(296)	-0.20%
154,644		131,330	(23,314)	-15.08%
135,921				
123,557				
123,533				
142,610				
138,854				
144,004				
142,367				
156,317				
149,335				
\$439,744		\$423,231	-\$16,513	-3.76%

Total YTD 2019	\$30,540,119	\$7,428,121
Total YTD 2018	\$29,352,076	\$7,091,835
Total YTD 2017	\$28,832,488	\$7,045,030

\$1,696,242	\$439,744
\$1,635,445	\$420,690
\$1,630,613	\$407,607

19-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

MONTH DEPOSITED	FY 2019	FY 2020	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	237,680	255,159	17,479	7.35%
NOVEMBER	246,615	246,517	(98)	-0.04%
DECEMBER	220,259	232,364	12,105	5.50%
JANUARY	189,119			
FEBRUARY	231,069			
MARCH	213,949			
APRIL	279,744			
MAY	263,086			
JUNE	262,920			
JULY	252,823			
AUGUST	250,547			
SEPTEMBER	231,473			
Year to Date	\$704,554	\$734,041	\$29,487	4.19%

Total YTD 2019	\$2,879,284	\$704,554
Total YTD 2018	\$2,796,021	\$654,670
Total YTD 2017	\$2,634,537	\$656,637

19-4

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for December 2019

US Marshal Inmates Received	18
FBOP Inmates Received	32
US Marshal Inmate Carryovers from Previous Month	54
FBOP Inmate Carryovers from Previous Month	20
Total US Marshal Inmate Days	1660
Total FBOP Inmate Days	566
Total Federal Inmate Days	2226

State Inmates Received	277
State Inmate Carryovers from Previous Month	520
Total State Inmates in Facility this Month	797
Total State Carryovers to Next Month	499
Total State Inmate Days	15,783

Total Inmates (State and Federal Combined)	921
Total Inmate Days (State and Federal Combined)	18,009

* Average Daily Population 581

Total Spent for Food this Month	\$91,467.69
Average Cost for Food per Inmate Day	\$5.80

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

December 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	6	1.02%
W/M	69	16.33%
B/M	384	68.37%
W/F	18	6.12%
B/F	43	8.16%
O/F	0	0.00%
Total	520	100.00%

Number of Inmates Received During the Month:

O/M	3	1.08%
W/M	57	20.58%
B/M	169	61.01%
W/F	17	6.14%
B/F	31	11.19%
O/F	0	0.00%
Total	277	100.00%

Total Number of Inmates in Jail During the Month:

O/M	9	1.13%
W/M	126	15.81%
B/M	553	69.39%
W/F	35	4.39%
B/F	74	9.28%
O/F	0	0.00%
Total	797	100.00%

Number of Inmates Released or Removed During the Month:

O/M	2	0.67%
W/M	53	17.79%
B/M	190	63.76%
W/F	18	6.04%
B/F	35	11.74%
O/F	0	0.00%
Total	298	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	7	1.40%
W/M	73	14.63%
B/M	363	72.75%
W/F	17	3.41%
B/F	39	7.82%
O/F	0	0.00%
Total	499	100.00%

20-2

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

December 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8
W/M	10
B/M	33
W/F	0
B/F	2
O/F	1
Total	<u>54</u>

Number of Inmates Received During the Month:

O/M	2
W/M	7
B/M	6
W/F	3
B/F	0
O/F	0
Total	<u>18</u>

Number of Inmates in Jail During the Month:

O/M	10
W/M	17
B/M	39
W/F	3
B/F	2
O/F	1
Total	<u>72</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	5
B/M	10
W/F	3
B/F	1
O/F	1
Total	<u>20</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	10
W/M	12
B/M	29
W/F	0
B/F	1
O/F	0
Total	<u>52</u>

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

December 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	2
W/M	2
B/M	16
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

Number of Inmates Received During the Month:

O/M	1
W/M	2
B/M	9
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

Number of Inmates in Jail During the Month:

O/M	3
W/M	4
B/M	25
W/F	0
B/F	0
O/F	0
Total	<u>32</u>

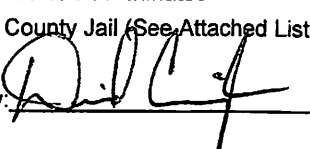
Number of Inmates Released or Removed During the Month:

O/M	0
W/M	1
B/M	13
W/F	0
B/F	0
O/F	0
Total	<u>14</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	3
W/M	3
B/M	12
W/F	0
B/F	0
O/F	0
Total	<u>18</u>

20-4

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #12-2019	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 01/07/2020		SCHEDULE NO.
				CONTRACT NUMBER AND DATE		PAID BY FBOP Montgomery
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM		
						GOVERNMENT B/L NUMBER
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
DEC Jail Bill 12/01/2019 to 12/31/2019	12/31/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	566	48	Day	27,168.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL
						27,168.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE						
APPROVED FOR		EXCHANGE RATE		DIFFERENCES		
BY 2		= \$1.00				
TITLE				Amount verified; correct for payment		
				(Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2			(Title)	
ACCOUNTING CLASSIFICATION						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE 3		
	\$					
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

20-5

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice # 1219 NMM					
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED		SCHEDULE NO. PAID BY USMS M/AL Montgomery						
			01/07/2020								
			CONTRACT NUMBER AND DATE								
			REQUISITION NUMBER AND DATE								
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009											
SHIPPED FROM			TO		WEIGHT						
					GOVERNMENT B/L NUMBER						
NUMBER AND DATE OF ORDER DEC Jail Bill 12/01/2019 to 12/31/2019		DATE OF DELIVERY OR SERVICE 12/31/2019		ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i> Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-		QUAN- TITY 795		UNIT PRICE COST PER		AMOUNT (1)	
						0		0.58 Mile		461.10 0.15	
(Use continuation sheet(s) if necessary)										TOTAL 461.25	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES					
		= \$		= \$1.00							
		BY 2									
		TITLE				Amount verified; correct for payment					
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.											
_____ (Date) (Authorized Certifying Officer) ² (Title)											
ACCOUNTING CLASSIFICATION											
SOC:25302/2292 1591020XD H52 D02 HDT5001D											
PAID BY \$	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)				
	CASH		DATE		PAYEE ³						
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.								PER			
								TITLE			

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

20-6

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 1219 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 01/07/2020		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
			CONTRACT NUMBER AND DATE			
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM _____ TO _____ WEIGHT _____			GOVERNMENT B/L NUMBER
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
DEC Jail Bill 12/01/2019 to 12/31/2019	12/31/2019	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1660	48 Day		79,680.00
(Use continuation sheet(s) if necessary)						TOTAL 79,680.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR =\$ _____ BY 2 _____ TITLE _____	EXCHANGE RATE =\$1.00	DIFFERENCES _____ _____ _____ Amount verified; correct for payment		(Signature or initials) _____
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) 2 (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25801 1591020XD H52 D02 HDH5000D						
PAID BY \$	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE

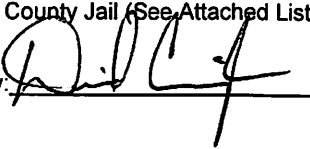
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

20-7

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #12-2019																																
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 01/07/2020		SCHEDULE NO. PAID BY FBOP Montgomery																															
				CONTRACT NUMBER AND DATE																																	
				REQUISITION NUMBER AND DATE																																	
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED																																	
				DISCOUNT TERMS																																	
				PAYEE'S ACCOUNT NUMBER																																	
				SHIPPED FROM _____ TO _____ WEIGHT _____				GOVERNMENT B/L NUMBER																													
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)																															
DEC Jail Bill 12/01/2019 to 12/31/2019	12/31/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	566	48 Day		27,168.00																															
(Use continuation sheet(s) if necessary)						TOTAL 27,168.00																															
(Payee must NOT use the space below)																																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width:10%;"> PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE </td> <td colspan="2" style="width:30%;"> APPROVED FOR _____ </td> <td colspan="2" style="width:20%;"> EXCHANGE RATE _____ </td> <td colspan="2" style="width:20%;"> DIFFERENCES _____ </td> </tr> <tr> <td colspan="2"> BY 2 _____ </td> <td colspan="2"> Amount verified; correct for payment </td> <td colspan="2"></td> </tr> <tr> <td colspan="2"> TITLE _____ </td> <td colspan="2"> (Signature or initials) </td> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> </tr> </table>							PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR _____		EXCHANGE RATE _____		DIFFERENCES _____		BY 2 _____		Amount verified; correct for payment				TITLE _____		(Signature or initials)															
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR _____		EXCHANGE RATE _____		DIFFERENCES _____																																
	BY 2 _____		Amount verified; correct for payment																																		
	TITLE _____		(Signature or initials)																																		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.																																					
_____ (Date) _____ (Authorized Certifying Officer) ² _____ (Title)																																					
ACCOUNTING CLASSIFICATION																																					
PAID BY	CHECK NUMBER _____ ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER _____ ON (Name of bank)																																		
	CASH _____ DATE _____		PAYEE ³ _____																																		
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20-8

THE STATE OF ALABAMA,

VC000138113

Payable to Montgomery

(County)

For feeding prisoners in the jail of said county during the month of

December, 2019

Month, Year

Date	Total # In Jail	Insane	Juvenile	Municipal	Federal	Other	# In Jail State	Per	Capita
1	519						519	\$	1,167.75
2	521						521	\$	1,172.25
3	522						522	\$	1,174.50
4	525						525	\$	1,181.25
5	521						521	\$	1,172.25
6	505						505	\$	1,136.25
7	506						506	\$	1,138.50
8	519						519	\$	1,167.75
9	514						514	\$	1,156.50
10	516						516	\$	1,161.00
11	513						513	\$	1,154.25
12	518						518	\$	1,165.50
13	519						519	\$	1,167.75
14	512						512	\$	1,152.00
15	516						516	\$	1,161.00
16	511						511	\$	1,149.75
17	512						512	\$	1,152.00
18	517						517	\$	1,163.25
19	513						513	\$	1,154.25
20	497						497	\$	1,118.25
21	495						495	\$	1,113.75
22	497						497	\$	1,118.25
23	497						497	\$	1,118.25
24	495						495	\$	1,113.75
25	492						492	\$	1,107.00
26	501						501	\$	1,127.25
27	502						502	\$	1,129.50
28	502						502	\$	1,129.50
29	500						500	\$	1,125.00
30	507						507	\$	1,140.75
31	499						499	\$	1,122.75
Total	15783						15783	\$	35,511.75

Average Monthly Prisoner %

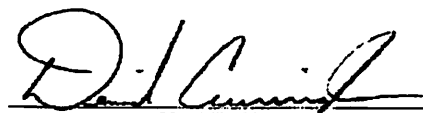
100.00%

100.00%

Total Amount Chargeable to the State

(0900-14) \$ 35,511.75

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 35,511.75 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and for "jail operation or for law enforcement purposes related to the operation of the office of sheriff" under authority of Ala. Code §14-6-47 (a).


 Sheriff's Signature

20-9