

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JANUARY 14, 2020

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 3:30 p.m.

Prayer

Reports from Staff:

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

Comments from Scheduled Attendees

Personnel Director Carmen Douglas
Sheriff Derrick Cunningham
Senior Vice President of Corporate Development Ellen McNair with the Montgomery
Area Chamber of Commerce
Director Christina Thornton with the City/County Emergency Management Agency

Recess to Formal Session

FORMAL SESSION

Welcome at 5:00 p.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Commissioner Singleton

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of December 16, 2019

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Resolution to Change the Time and Location of the February 11, 2020, County Commission Meeting to Trenholm State Community College, Auditorium (Building D), Patterson Campus 3920 Troy Highway. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m., County Commission
2. Consider Authorization of Board Member Appointments, Southeast Alabama Emergency Medical Services Council, Inc.
3. Consider Authorization of Amendment Number 1 to Contract with Gulf State Distributors regarding a One (1) Year Extension, beginning January 22, 2020 and ending on January 21, 2021 and a 5% Price Increase for Law Enforcement Emergency Equipment, Contract Number 52110-19B-009, Sheriff's Office
4. Consider Adoption of Resolution regarding the Option and Purchase and Sale Agreement with Industrial Partners dated August 30, 2004, County Commission
5. Consider Authorization of Purchase and Sale Agreement with Industrial Partners, LLC regarding the Sale of 42.4 Acres of Land in the Montgomery Industrial Park, County Commission
6. Consider Authorization of Payment of 2019 Membership Dues in the Amount of \$4,587 to the National Association of Counties (NACo), County Commission
7. Consider Authorization of Payment of Invoice from Garrett Coliseum regarding FY2020 Appropriation in the Amount of \$50,000, County Commission
8. Consider Authorization for Goodwyn, Mills and Cawood, Inc., to Prepare Final Construction Documents and Move Forward with the Bid Process regarding the renovation of the Perry Street Parking Deck, County Commission
9. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
10. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
11. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
12. Consider Authorization of Bid Award to Cintas Corporation for Uniform Rental, Bid Number 53300-20B-003, Engineering Department
13. Consider Authorization of Bid Award to Amwaste, LLC for Clean Saturday Refuse Collection Service, Bid Number 51100-20B-007, County Commission
14. Consider Authorization of Bid Award to Diversified Companies, LLC for Off-Site Printing of Notices, Bid Number 51500-20B-009, Revenue Commissioner's Office

15. Consider Authorization of Budget Change Request Number 1, Engineering Department
16. Consider Authorization of Position Fill Request – Appraisal Department (1)
 - Personal Property Auditor, Position Number 850213027
17. Consider Authorization of Position Fill Requests – Detention Facility (8)
 - Corrections Officer Trainee, Position Number 500419013
 - Corrections Officer Trainee, Position Number 500419020
 - Corrections Officer Trainee, Position Number 500419105
 - Corrections Officer Trainee, Position Number 500419185
 - Corrections Officer Trainee, Position Number 500419209
 - Corrections Officer Sergeant, Position Number 500421053
 - Corrections Officer Captain, Position Number 500423068
 - Stores Clerk I, Position Number 500018189
18. Consider Authorization of Position Fill Request – Finance Department (1)
 - Account Clerk, Position Number 210116003
19. Consider Authorization of Position Fill Request – Revenue Commissioner’s Office (1)
 - Customer Service Clerk, Position Number 800016020
20. Consider Authorization of Position Fill Requests – Sheriff’s Office (2)
 - Deputy Sheriff Trainee, Position Number 550430021
 - Deputy Sheriff Trainee, Position Number 550430112
21. Consider Authorization of Position Fill Requests – Youth Facility-Court (3)
 - Juvenile Probation Officer, Position Number 930304026
 - Juvenile Probation Officer, Position Number 930304095
 - Juvenile Probation Officer, Position Number 930304006
22. Consider Authorization of Position Fill Request – Youth Facility-Detention (1)
 - Juvenile Detention Officer, Position Number 900300020
23. Consider Authorization of Travel/Training Requests (10)

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

JANUARY 1, 2020

County Holiday (New Year's Day)

JANUARY 14, 2020

Regular County Commission Meeting

3:30 p.m. - Information Session

5:00 p.m. - Formal Session

JANUARY 20, 2020

County Holiday (Martin Luther King, Jr.'s Birthday)

JANUARY 28, 2020

Regular County Commission Meeting

3:30 p.m. - Information Session

5:00 p.m. - Formal Session

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-13-19

Check Number	To	Check Number
290666		290716
Total Checks Paid		\$1,178,148.24

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-13-19

Check Number	To	Check Number
290717		290827
Total Checks Paid		\$730,493.89

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-20-19

Check Number	To	Check Number
290829		290877
Total Checks Paid		\$550,252.47

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

EFT's included in amount

Replaced ck# 290124 with ck# 290828 for \$1,000.50

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-20-19

Check Number	To	Check Number
290878		290959
Total Checks Paid		\$1,528,584.42

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

EFT's included in amount

AGENDA

JAN 14 2020

1-14-20 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-27-19

Check Number	To	Check Number
290960		291015
Total Checks Paid		\$521,851.51

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

Replaced ck# 290817 with ck# 290690 for \$550.00

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/20/19

Payroll Check Number	133480	To	Payroll Check Number	133543	\$	48,108.99
Direct Deposits					\$	907,928.29
Payroll Check Number	133544	To	Payroll Check Number	133565	\$	49,212.54
Direct Deposits					\$	607,968.69
Federal Deposits					\$	322,965.78
Total Payroll Paid					\$	1,936,184.29

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

JAN 14 2020



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2020; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the February 11, 2020, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Trenholm State Community College, Auditorium (Building D), Patterson Campus 3920 Troy Highway. The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the February 11, 2020, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Trenholm State Community College.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 14th day of January 2020.

BY: _____
Chairman

ATTEST: _____
Deputy Administrator

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JAN 14 2020

January 9, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator 

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

The Montgomery County Commission, at its meeting on December 16, 2019, agreed to place on the next agenda Board Member appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and six of them would like to be reappointed to another full term on this Council.

Assistant Fire Chief/Medic Division Garrett Henderson desires to be appointed to replace former Assistant Fire Chief Ronnie H. Bozeman.

Mr. John Treat is no longer in the medical field and desires not to be reappointed. Fire Captain Chris King desires to be appointed to replace Mr. Treat.

I am requesting approval of these appointments for terms expiring November 3, 2020.

FMC/tn

Attachments

A COUNTY OLDER THAN THE STATE

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2019

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2019

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2019

Mark Norris
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2019

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2019

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2019

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2019

Term: 1 year

JAN 14 2020

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II ~~TT~~

DATE: December 5, 2019

RE: Contract No. 52110-19B-009
Law Enforcement Emergency Equipment

I request that the attached Amendment No. 1 to Gulf States Distributors contract for Law Enforcement Emergency Equipment be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 22, 2020 and ending on January 21, 2021.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52110-19B-009

Amendment No. 1

Contract with Gulf States Distributors for law enforcement emergency equipment, is hereby extended for one (1) year, beginning January 22, 2020 and ending January 21, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 14 2020

RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA

The County Commission of Montgomery County, Alabama, a body corporate and political under the laws of the State of Alabama (the "Commission"), at a meeting duly called and properly noticed on _____, with a quorum present, does adopt and resolve as follows:

WHEREAS, the Commission entered into an Option and Purchase and Sale Agreement dated August 30, 2004, as amended (the "Option") with Industrial Partners, L.L.C., an Alabama limited liability company [formerly Industrial Partners, an Alabama general partnership] ("Industrial Partners") for the periodic sale and purchase of land located in the Montgomery Industrial Park (the "Park"); and,

WHEREAS, the land governed by the Option is subject to that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of July 19, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama (the "Recording Office") in Real Property Book 2946, at Page 62, as amended by that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of August 30, 2004, recorded in the Recording Office in Real Property Book 2954, at Page 536 (the "Restrictions"); and,

WHEREAS, Industrial Partners has routinely purchased parcels subject to the Option in Industrial Partners' name and developed those parcels for lease or sale to users; and,

WHEREAS, the Commission has proposed to Industrial Partners that it exercise its option to purchase 42.4 +/- acres of land at \$30,000 per acre per Exhibit A, which land is subject to the Option (the "Remaining Three Lots"); and,

WHEREAS, Industrial Partners is willing to purchase the Remaining Three Lots no later than June 1, 2020; and,

WHEREAS, Industrial Partners is willing to exercise its right to purchase the Remaining Three Lots subject to the Commission's waiver of any obligation in the Option (whether under Sections 2.1, 2.2 thereof or otherwise) to commence construction of improvements on the Remaining Lots within 180 days of the exercise of the Option or any other development time requirement (the "Waiver"); and,

WHEREAS, Industrial Partners will only sell the lots after a building or buildings have been constructed on the lots for lease or sale to users (the "Development Condition"); and,

WHEREAS, the Commission has determined that the conveyance of the Remaining Lots with the Waiver and subject to the Development Condition is in the best interest of the public health, safety, education and general welfare of the citizens of Montgomery County,

NOW, THEREFORE, after motion duly made, seconded and properly approved, the Commission does hereby resolve and agree as follows:

"RESOLVED, that the Commission agrees to execute, and perform under, a Purchase and Sale Agreement with Industrial Partners for 42.4 +/- Acres (Three Remaining Lots) at a sales price of \$30,000 per acre which (i) contains the Waiver, (ii) contains the Development Condition, (iii) provides that the sale and purchase will occur no later than June 1, 2020, and (iv) otherwise implements the terms and conditions of the Option; and,

FURTHER RESOLVED, that the except as otherwise provided in these resolutions, the terms of the Restrictions and the Option are ratified and confirmed.

ADOPTED AND APPROVED by The County Commission of Montgomery County, Alabama on this _____ day of January, 2020.

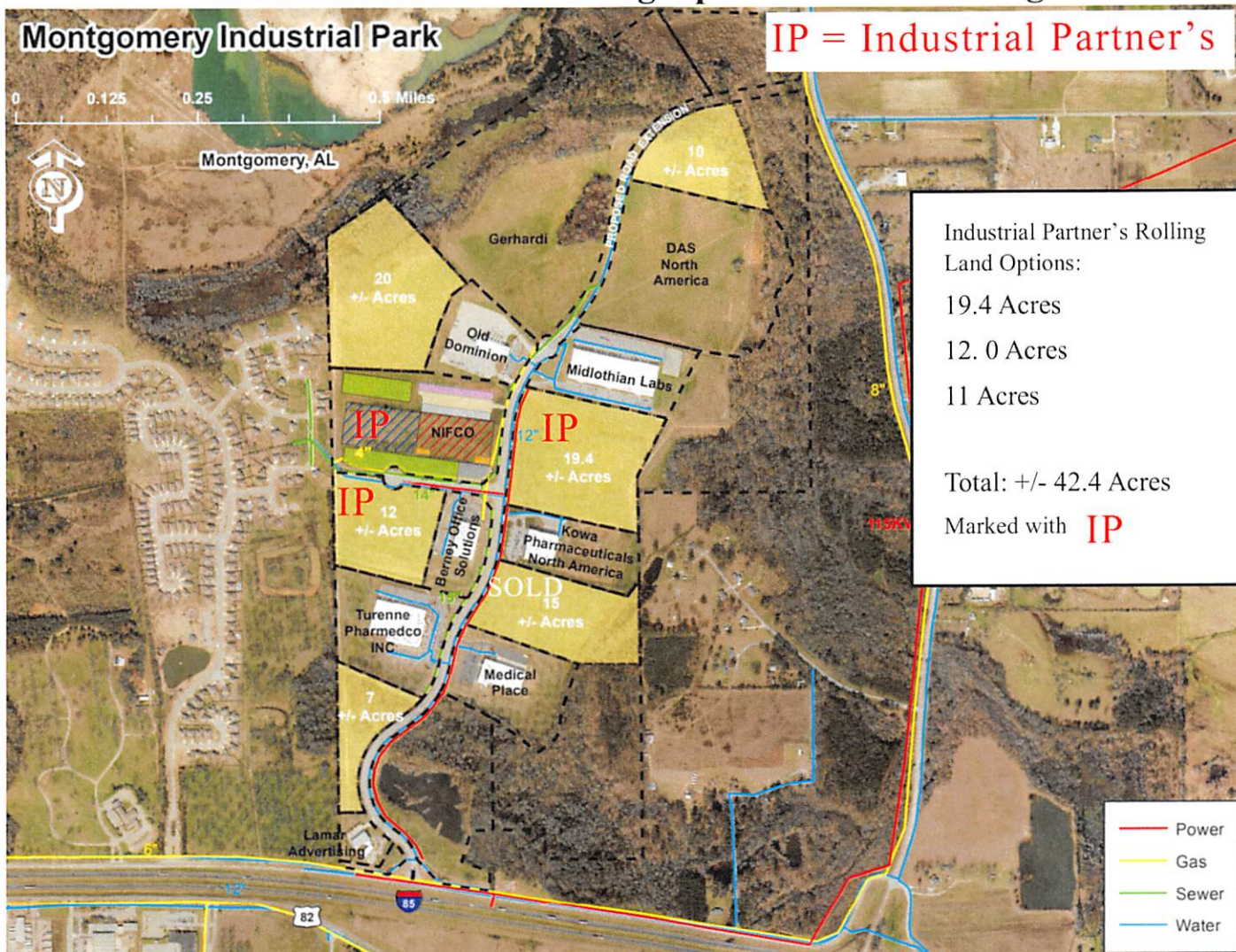
Chairman, The County Commission of
Montgomery County, Alabama

ATTEST:

Florence M. Cauthen, Deputy Administrator

Exhibit A

Industrial Partner's Rolling Option Lots Remaining *





INDUSTRIAL Partners, LLC

Industrial Buildings Are Our Focus

December 9, 2019 **Brokerage | Investment | Development**

Thomas T. Gallion, III, Esquire
Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117

RE: Purchase of Remaining Three Lots, Montgomery Industrial Park

Dear Tommy:

Donnie Mims asked me to consider whether Industrial Partners, L.L.C. would consider accelerating the purchase of the remaining three Montgomery Industrial Park lots under the 2004 option. The proposed sales price is above the price formula in that option. The land would cost approximately \$1,272,000, based on a per acre price of \$30,000 and subject to a survey determining the actual acreage of the remaining three lots.

I am inclined to do this but there is a construction requirement in the option that creates a problem for Industrial Partners. I am willing to take on more land that I need at this time, but I need that construction commencement deadline waived in order for this accelerated purchase to be workable for me. I have had the attached proposed County Commission resolution drafted which would waive that restriction on these remaining three lots. It follows the form of the resolution the County Commission adopted to accommodate KOWA in October by waiving the same restriction.

I understand the County's desire in 2004 to establish this deadline for each purchased lot. The park was just established and it was important that the project get off to a strong start. In the last fifteen years, however, Montgomery Industrial Park has built out well. Industrial Partners has been pleased and proud to cooperate with the County in facilitating that development and this initial concern has, in my opinion, already been addressed by the current state of the park.

Industrial Partners is still committed to building out the industrial park and its willingness to purchase 42.4 +/- acres of land at \$30,000 per acre is the best evidence of that. Although it is willing to incur that expense at this time, Industrial Partners cannot assume the responsibility, risk and expense of constructing buildings when there is an insufficient demand. Neither the County nor Industrial Partners has a crystal ball to foresee the timing and direction of for industrial space demand but please understand that Industrial Partners, by purchasing this land now, would have even more reason to push forward with construction once demand increases so that it can recoup its investment in Montgomery East.

I will be glad to discuss this at your convenience.

Yours truly,

Nimrod T. Frazer, Jr.



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

MEMORANDUM

December 12, 2019

TTE

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Resolution and Purchase and Sale Agreement -Remaining Lots Industrial Park

I have reviewed the Revised Resolution and Purchase and Sale Agreement regarding the remaining lots at Montgomery Industrial Park. I have discussed these documents with Nim Frazer. All of the documents appear to be in order other than the incorrect address for Industrial Partners and the word East should be removed. It is my understanding that Nim is making the suggested corrections.

With those corrections, the documents are in order and can be executed. The documents will be legal and binding on all parties upon execution.

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

50051-317

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by **INDUSTRIAL PARTNERS, LLC**, an Alabama limited liability company ("Industrial Partners") and **THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA**, a body corporate and political under the laws of the State of Alabama (the "Commission"), effective as of the date last execution, as reflected below (the "Agreement Date").

Recitals

- A. The Commission entered into an Option and Purchase and Sale Agreement dated August 30, 2004, as amended (the "Option") with Industrial Partners for the periodic sale and purchase of land located in the Montgomery Industrial Park (the "Park").
- B. The Park is subject to that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of July 19, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama (the "Recording Office") in Real Property Book 2946, at Page 62, as amended by that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of August 30, 2004, recorded in the Recording Office in Real Property Book 2954, at Page 536 (the "Restrictions").
- C. All of the land subject to the Option has been sold by the Commission to Industrial Partners except three lots in the Park containing 42.4 acres, more or less and depicted in that map attached hereto as **Exhibit "A"** (the "Remaining Three Lots" or the "Property").
- D. Industrial Partners is willing to exercise its right under the Option to purchase the Remaining Three Lots, provided that it can obtain a waiver of any obligation in the Option (whether under Sections 2.1, 2.2 thereof or otherwise) to commence construction of improvements on the Remaining Three Lots within 180 days of the exercise of the Option or any other development time requirement (the "Waiver").
- E. The Commission is willing to grant the waiver provided that Industrial Partners agrees that the Remaining Three Lots will be (i) sold at a price of \$30,000 per acre, (ii) closed on or before June 1, 2020, and (iii) made subject in the deed of conveyance to an additional restriction that none of the Remaining Three Lots, and no portion of said lots, can be conveyed by Industrial Partners unless and until the property to be conveyed has been improved with a completed building or buildings and related improvements in a condition for use permitted by the Restrictions (the "Development Condition").
- F. It is the intention of the Commission and Industrial Partners to effectuate the exercise and implementation of the Option for the Remaining Three Lots as modified by this Agreement.

Terms of Agreement

1. Property. Subject to the terms and provisions hereof, the Commission agrees to sell to Industrial Partners, and Industrial Partners agrees to purchase from the Commission, the Property consisting of the Remaining Three Lots depicted in Exhibit "A."

2. Purchase Price. The purchase price for the Property is the product of \$30,000.00 times the number of acres in the Property (calculated to the nearest 1/1000th acre) (the "Purchase Price").

The number of acres shall be determined by the survey to be provided by the Commission as addressed in Section 4 below. The Purchase Price, less deductions for credit and prorations (if any), shall be paid in cash, wired funds or certified check at closing, as designated by the Commission. The closing of the sale contemplated by this Agreement is hereinafter called the "Closing."

3. **Title**. Within 45 days after the Agreement Date, the Commission shall deliver to Industrial Partners a commitment on the Property (the "Title Commitment") issued by either Commonwealth Title Insurance Company, Chicago Title Insurance Company, First American Title Insurance Company or Mississippi Valley/Old Republic National Title Insurance Company (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price, together with legible copies of all documents which constitute exceptions to title. Industrial Partners shall have until 45 days after the receipt of the Title Commitment and the Survey [defined in Section 4 below] to review those documents (the "Title Review Period") and to notify the Commission of such written objections as Industrial Partners may have to the contents of those documents which adversely affect the state of title to the Property. In the event objections are timely made by Industrial Partners, the Commission shall have a period of 30 days (or longer if so extended in writing by Industrial Partners) from the receipt of the same in order to cure such objections. The Commission shall exert reasonable diligent efforts to cure all defects and, in any event, shall cause at or before Closing the removal of all liens encumbering the Property except current ad valorem taxes not due and payable as of Closing. Failure to cure the objections to Industrial Partner's satisfaction shall give Industrial Partners the right, at Industrial Partner's option either to waive the title objections and proceed to Closing, or terminate this Agreement, in which event all rights and obligations between the parties under this Agreement shall be null and void. Any matters reflected in the Survey or the Title Commitment to which Industrial Partners does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Industrial Partners, provided, however, that Industrial Partners shall retain the right to object to any matters arising after the effective date of the Title Commitment or the Survey.

4. **Condemnation**. In the event there are threatened or pending condemnation proceedings affecting the Property at any time prior to Closing, Industrial Partners may at its option (i) proceed to Closing without adjustment of the Purchase Price and receive an assignment to all condemnation proceeds pertaining to the Property, or (ii) terminate this Agreement, whereupon all rights and obligations between the parties under this Agreement shall be null and void.

5. **Survey**. Within 45 days after the Agreement Date, the Commission shall deliver to Industrial Partners a boundary survey of the Property (the "Survey") prepared by a surveyor licensed in the State of Alabama. A copy of the Survey shall be simultaneously furnished to the Title Company. The Survey shall be sufficient to permit the Title Company to eliminate the standard printed exceptions in the Title Policy pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements and similar matters. The Survey shall meet the current Standards of Practice for Surveying in the State of Alabama issued by the Alabama Society of Professional Land Surveyors and shall be certified to the Commission, Industrial Partners and

the Title Company.

5. Right of Entry; On-Site Inspections. Industrial Partners or its agents shall be entitled to enter upon the Property at any time after the Agreement Date for the purpose of conducting environmental site assessments, soil tests, engineering studies or any other analyses (the "On-site Inspections"). Industrial Partners hereby indemnifies and holds the Commission harmless from any and all claims, damages, expenses and costs (including reasonable attorneys fee) arising from injuries to persons or property as a result of the On-site Inspections, regardless of whether those performing such inspections are independent contractors, or agents, employees or servants of Industrial Partners. Notwithstanding any provision in this Agreement to the contrary, this indemnity shall survive any Closing under or termination of this Agreement. In the event the Closing does not occur, Industrial Partners shall repair and restore the Property from any changes thereto caused by the On-site Inspections. In the event the On-site Inspections reveal a condition which, in Industrial Partners' judgment, materially adversely affects the development of any of the Remaining Three Lots for purposes consistent with the Park, then Industrial Partners shall have the right to terminate this Agreement.

7. Warranties and Representations of the Commission. All of the Commissioner's warranties and representations made in Section 5.1 of the Option are incorporated into this Agreement, effective as of the Agreement Date.

8. Real Estate Commissions. Each party represents and warrants to the other that no real estate or other commissions or fees are due in connection with the sale contemplated by this Agreement.

9. Closing Place and Time. The Closing shall take place at such time as the parties shall mutually agree at the offices of the Commission's attorney or agent, on or before June 1, 2020 on a date specified by Industrial Partners at least ten days prior to the specified closing date.

10. Closing Documents and Procedures; Closing Costs. At Closing:

(a) The Commission shall execute and deliver a Statutory Warranty Deed for the Property to Industrial Partners (i) containing the Waiver, and (ii) subject to the Permitted Exceptions, the Restrictions and the Development Condition. The Commission shall also execute and deliver to Industrial Partners a Real Estate Value or Transfer Tax Declaration required under Alabama law;

(b) Possession of the Property shall be delivered to Industrial Partners by the Commission;

(c) The Commission shall execute standard title insurance company form affidavits (owner/seller affidavits, etc.) reasonably requested by Industrial Partners for the issuance of an owner's title insurance policy. The Commission shall also deliver to Industrial Partners evidence reasonably satisfactory to Industrial Partners that all necessary action has been duly taken in order to authorize this transaction and that those acting on behalf of the Commission in the performance and consummation of this Agreement have been duly authorized;

(d) In the event the transaction contemplated by this Agreement is subject to any laws providing for the withholding of funds from the sale proceeds for tax liability, the Commission agrees that Commission shall be subject to having such funds withheld in accordance with applicable laws unless (i) the Commission qualifies for an exemption from any such withholding requirements, and (ii) executes all such documents required by law to qualify for such exemption

reasonably required by the Title Company or Industrial Partners to satisfy this requirement;

- (e) The parties shall execute a closing statement;
- (f) Ad valorem taxes for the current year shall be prorated as of the date of Closing.
- (g) Industrial Partners shall deliver the Purchase Price (less credits) to the Commission.
- (h) The closing costs shall be paid as follows:
 - (1) Search fees, premiums and other fees associated with the issuance of the Title Commitment or the Title Policy shall be paid by the Commission;
 - (2) The Commission shall pay the cost of the Survey;
 - (3) The Commission shall pay Alabama transfer tax on the Statutory Warranty Deed, if any. All other costs, fees or taxes associated with the recording of the Statutory Warranty Deed shall be paid by Industrial Partners; and,
 - (4) Each party shall pay its own attorneys' fees.

11. Notices, Remittances and Other Deliveries. All notices, demands, requests, remittances or other deliveries required or permitted hereunder shall be in writing and sent to the addresses provided below:

to Industrial Partners	Industrial Partners Attention: Nimrod T. Frazer, Jr. 3434 Woodmere Boulevard Montgomery, Alabama 36106 Fax: (334) 244-8650
to the Commission:	Montgomery County Commission P.O. Box 1667 Montgomery, Alabama 36102 Attention: County Administrator Fax: (334) 832-2533
with a copy to:	Thomas T. Gallion, III, Esq. Haskell Slaughter Gallion & Walker, LLC P.O. Box 4660 Montgomery, Alabama 36103-4660 Fax: (334) 264-7945

Notice shall be deemed to be delivered, whether or not actually received, when the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when received if hand delivered or delivered by express courier, or upon confirmation of transmission, if transmitted by telefax, as the case may be.

12. Entire Agreement; Relationship to Option; Execution; Amendments; Governing Law; Operative Dates.

(a) Except as otherwise stated in this subsection (a), this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. This Agreement constitutes an exercise by Industrial Partners of its rights to purchase the Remaining Three Lots pursuant to the Option. This

Agreement and the Option are to be read in conjunction with each other, provided, however, that in the event there is a conflict between the provisions of the Option and this Agreement, the terms of this Agreement shall control. In the event this Agreement is terminated by either party for any reason other than a default by Industrial Partners, the terms of the Option shall survive and be effective.

(b) The Recitals in this Agreement are incorporated into and constitute a part of this Agreement.

(c) Multiple counterparts of this Agreement may be executed by the parties hereto. Each such executed counterpart shall have the full force and effect of an original executed instrument. Furthermore, complete execution of this Agreement shall exist if counterparts thereof, taken together, reflect execution by all parties.

(d) This Agreement may not be modified or amended, except by an agreement signed by the Commission and Industrial Partners.

(e) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama and shall not be subject to any rule of interpretation which creates a presumption based on which party drafted the Agreement or any portion thereof.

(f) If any deadline or other operative date specified in this Agreement (other than the Agreement Date) should fall on a Saturday, Sunday or a holiday recognized by the United States government ("Non-Business Day"), then that date shall be modified and extended to next day that is not a Non-Business Day.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement, effective as of the date of last execution, as reflected below.

WITNESS:

INDUSTRIAL PARTNERS, LLC

By: _____

Nimrod T. Frazer

Its: Manager

Date executed: _____

**THE COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA**

By: _____

Chairman, The County Commission of
Montgomery County, Alabama

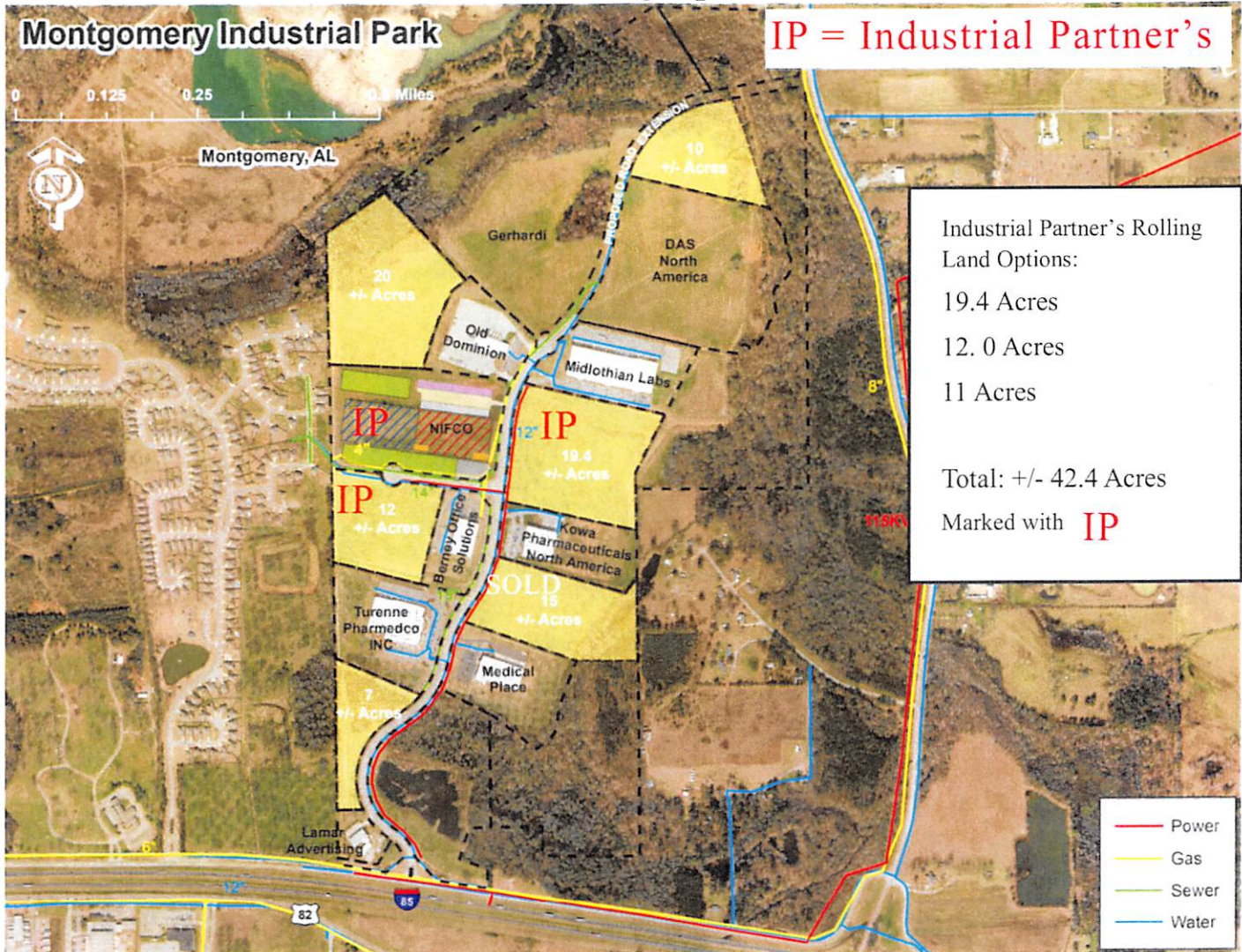
ATTEST:

Florence M. Cauthen, Deputy Administrator

EXHIBIT "A"
Map of the Property

Exhibit A

Industrial Partner's Rolling Option Lots Remaining *





Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t 334 265 8573 | f 334 264 7945

MEMORANDUM

December 12, 2019

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Resolution and Purchase and Sale Agreement -Remaining Lots Industrial Park-Revised

I have reviewed the Revised Resolution and Purchase and Sale Agreement regarding the remaining lots at Montgomery Industrial Park with the suggested corrections from my previous opinion.

The documents are in order and can be executed. The documents will be legal and binding on all parties upon execution.

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

50051-317



National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
Phone: 888.407.NACo (6226)
Fax: 866.467.1825
EIN# 53-0190321

AGENDA

Customer ID:1101

Invoice JAN 14 2020

Mr. Donald L. Mims
Executive Director- Community Corrections
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 259850
Invoice Date: 11/18/2019

Our LockBox address has changed

Description	Quantity	Price	Discount	Amount
County Membership Dues 01/01/2020 - 12/31/2020	1	\$4,587.00	\$0.00	\$4,587.00

Thank you so much for your NACo membership!

For billing specific questions or updates, please contact
accountsreceivable@naco.org.

If you would like to learn more about your NACo membership, please visit
www.naco.org/membership for more information or contact the Membership Team at
membership@naco.org.

Invoice Total	\$4,587.00
Taxes	\$0.00
Amount Paid	\$0.00
PLEASE PAY	\$4,587.00

National Association of Counties (NACo) is a 501(c)(4). Payments are not deductible as charitable contributions.

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

Our LockBox address has changed

Customer ID: 1101

Invoice #: 259850

Mr. Donald L. Mims
Executive Director- Community Corrections
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Remit Payment To:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059

We encourage you to submit payments electronically by ACH credit
Capital One Bank Routing# (ABA) - 065 000 090 Account # 136 129 7942

6-1

JAN 14 2020



GARRETT COLISEUM

INVOICE

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN ELTON DEAN
P.O. BOX 1667
MONTGOMERY AL 36102-1667

Invoice Date
Dec 4, 2019

Invoice Number
INV-0098

Reference
FY 2020 - County
Commission

The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Description	Quantity	Unit Price	Amount USD
FY 2020 - Appropriation of Garrett Coliseum - Montgomery County Commission	1.00	50,000.00	50,000.00
		Subtotal	50,000.00
		TOTAL USD	50,000.00

Due Date: Dec 4, 2019



PAYMENT ADVICE

To: The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Customer MONTGOMERY COUNTY COMMISSION
Invoice Number INV-0098
Amount Due 50,000.00
Due Date Dec 4, 2019
Amount Enclosed

Enter the amount you are paying above

JAN 14 2020

December 10, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Perry Street Parking Deck Renovation

At the Commission meeting on October 21, 2019, Goodwyn Mills and Cawood architects Freddie Lynn and Richard Painter recommended that the County renovate the existing Perry Street Parking Deck and presented a cost estimate prepared by Gleeds in the amount of \$2,713,020.44, which included approximately \$195,00 already paid for selective demolition at the site.

I request that authorization for Goodwyn Mills and Cawood to prepare final construction documents and move forward with the bid process be placed on the next agenda. Please note that the next meeting date is Tuesday, January 14, 2020.

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 1/14/2020 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			43,500	27,662	4,250	6,800	44,012	126,224
C-2020-43	Montgomery YMCA	Bell Road YMCA Capital Campaign					10,000	10,000
C-2020-44	Montgomery YMCA	Youth Football Programs in North Montgomery				2,000		2,000
C-2020-45	Nat King Cole Society, Inc.	Educational Program				2,500		2,500
C-2020-46	Life of Solid Strength (L.O.S.S.), Inc.	Grief Awareness Programs				1,200		1,200
NC-2020-24	City of Montgomery, Neighborhood Svcs.	Halcyon Oaks H.A. for Banquet Tickets					100	100
NC-2020-25	City of Montgomery, Neighborhood Svcs.	Mayor's Banquet				1,000		1,000
	Total Appropriations 1/14/2020		0	0	0	6,700	10,100	16,800
	APPROPRIATED BUDGET BALANCE		43,500	27,662	4,250	100	33,912	109,424
	Deputy Administrator	Date						

AGENDA

JAN 14 2020

JAN 14 2020

10-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 1/14/2020 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	168,267	55,500	300	59,291	35,360	330	319,048
DR-C-2020-21	All Collaborating to Serve Community Development Corporation (ACTS CDC)	Community Development			5,000					5,000
DR-C-2020-22	American Assoc. for Children, Inc.	Bowling on Super Bowl Sunday			1,000					1,000
DR-C-2020-23	Junior League of Montgomery, Inc.	Community Svc. Programs to Include Women's Leadership Summit					5,000			5,000
	Total Appropriations 1/14/2020		0	0	6,000	0	5,000	0	0	11,000
	APPROPRIATED BUDGET BALANCE		0	168,267	49,500	300	54,291	35,360	330	308,048
	Deputy Administrator	Date								

JAN 14 2020

JAN 14 2020

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer

DATE: December 6, 2019 *de*

RE: Invitation to Bid No. 53300-20B-003
Uniform Rental

Request approval of award on the above referenced Invitation to Bid to Cintas Corporation based on unit pricing in the amount of \$108.91, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for three (3) years from date of award. Prices shall remain firm for the entire contract period.

Coordination of award made with George Speake, County Engineer and Lamar Allen, General Service Director of Support Service.

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: 53300-20B-003				Cintas 1141 Emory Folmar Blvd. Montgomery, AL 36110 Antonio Jordan jordana@cintas.com Minority Owned Yes No X		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID							
DATE ISSUED: November 6, 2019													
DATE OPENED: November 25, 2019													
REQUESTING DEPARTMENT: Engineering, Support Service, Fleet Maint.													
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	Shirts: Industrial Wear Long Sleeve	2	11	\$0.15	\$3.30								
	100% Cotton												
2	Shirts: Industrial Wear Short Sleeve	2	11	\$0.15	\$3.30								
	100% Cotton												
3	Shirts: Industrial Wear Long Sleeve	7	11	\$0.15	\$11.55								
	65% Polyester, 35% Cotton												
4	Shirts: Industrial Wear Short Sleeve	7	11	\$0.15	\$11.55								
	65% Polyester, 35% Cotton												
5	Pants: Industrial Wear	3	11	\$0.25	\$8.25								
	65% Polyester, 35% Cotton												
6	Pants: Work Jeans, Loose Fit, 5 Pocket	3	11	\$0.46	\$15.18								
	Carhartt 100% Cotton; 11.75 oz.												
7	Pants: Denim Jeans; Carpenter, Carhartt	3	11	\$0.46	\$15.18								
	100% Cotton, 15 oz.												
8	Pants: Action Back Coverall	1	2	\$0.50	\$1.00								
	65% Polyester, 35% Cotton												
9	Jacket: Hip Length	7	2	\$0.25	\$3.50								
	65% Polyester, 35% Cotton												
TOTAL BID AMOUNTS													

Notes:

12-2

Purchasing Department

ABSTRACT FOR BIDS:						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53300-20B-003						Cintas 1141 Emory Folmar Blvd. Montgomery, AL 36110 Antonio Jordan jordana@cintas.com Minority Owned Yes No X		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID							
DATE ISSUED: November 6, 2019															
DATE OPENED: November 25, 2019															
REQUESTING DEPARTMENT: Engineering, Support Service, Fleet Maint.															
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	
10	Dust Mops 36"	ea.	6	\$0.75	\$4.50										
11	Mop Frames 36"	ea.	6	\$0.05	\$0.30										
12	Wood Dust Mop Handles	ea.	6	\$0.05	\$0.30										
13	Small Shop Towels, Red 14" x 15"	ea.	100	\$0.08	\$8.00										
14	Terry Towel, White 16" x 16"	ea.	50	\$0.12	\$6.00										
15	3 x 5 Scraper Mat, Black	ea.	4	\$2.00	\$8.00										
16	3 x 10 Mat, Black Carpeted	ea.	1	\$5.00	\$5.00										
17	4 x 6 Mat, Black Carpeted	ea.	1	\$4.00	\$4.00										
TOTAL BID AMOUNTS								\$108.91							

12-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 14th day of January 2020, by and between Cintas Corporation of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Cintas Corporation. agrees to furnish Uniforms and Service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 53300-20B-003 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, Cintas Corporation 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 period of the contract will be for three (3) years, beginning January 14, 2020, and ending January 13, 2023. That prices bid shall remain firm for the entire contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Cintas Corporation reserve the right to cancel the contract with a thirty (30) day written notice to Cintas Corporation and/or Montgomery County Commission, anytime during the contract period.
4. That Cintas 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, 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 Cintas 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. Cintas Corporation agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Cintas Corporation also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

5. 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 Cintas Corporation.
6. 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 14th day of January 2020.

WITNESS:

CINTAS CORPORATION

BY: _____

TITLE: _____

WITNESS

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 14 2020

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: December 9, 2019

RE: Invitation to Bid No. 51100-20B-007
Clean Saturday Refuse Collection Service

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Amwaste, LLC. in the amount of \$80,460.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

•

Purchasing Department

ABSTRACT FOR BIDS: 31 BIDS MAILED						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51100-208-007						Amwaste 8850 Minnie Brown Road Montgomery, AL 38117 Attn: Cal Franklin (334)201-1919 Is Company Minority Owned Yes X No									
DATE ISSUED: 11/13/19															
DATE OPENED: 12/04/19															
REQUESTING DEPARTMENT: Montgomery County Commission															
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	UNIT PRICE	EXTENDED AMOUNT
Part I- Residential Compactor Collection Trucks															
1	Pike Road	MO	12	\$815.00	\$ 9,780.00										
2	Hope Hull	MO	12	\$815.00	\$ 9,780.00										
3	Pintala School	MO	12	\$815.00	\$ 9,780.00										
4	Ramer Transfer Station	MO	12	\$815.00	\$ 9,780.00										
5	Pine Level Park	MO	12	\$815.00	\$ 9,780.00										
6	Mount Meigs	MO	12	\$815.00	\$ 9,780.00										
7	Flatwood Community Center	MO	12	\$815.00	\$ 9,780.00										
	Total cost of seven residential type collection trucks				\$ 68,460.00										
	Land Fill Cost Per Ton Based on approx.	MO	12	\$1,000.00	\$ 12,000.00										
	25 tons per month														
Total Bid Amount for Compactor Trucks						\$	80,460.00								

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 14th day of January, 2020, between Amwaste, LLC of Silver Springs, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Amwaste, LLC agrees to furnish Refuse Collection and Disposal Services for the Montgomery County Commission, Clean Saturday Trash Pick-UP in accordance with all provisions of Invitation to Bid No. 51100-20B-007, as issued by the Montgomery County Commission on November 13, 2019 (hereinafter referred to as the Invitation to Bid), a copy is attached hereto:

WHEREAS, In Consideration thereof, Amwaste, LLC and Montgomery County Commission agree as follows:

1. That Amwaste, LLC will haul and dispose of non-hazardous and non-infectious solid waste for the locations listed on the Invitation to Bid.
2. That Amwaste, LLC shall furnish Residential Type Compactor Collection Trucks capable of compacting not less than twenty (20) CY of solid waste. All trucks shall be manned during the hours of 10:00 a.m. and 2:00 p.m. on the last Saturday of each month or adjusted in accordance with the Montgomery County Clean-up days schedule approved by the Montgomery County Commission. Amwaste LLC personnel will assist the citizens with unloading at all locations.
3. That the Contract will begin on the 14th day of January 2020 and will end on the January 13, 2021, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.
4. The Montgomery County Commission and Amwaste, LLC may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice by either party.
5. That Amwaste, LLC will furnish Refuse Collection and Disposal Services at prices stipulated in the Invitation to Bid for residential compactor trucks and prices shall remain firm during this contract period.
6. Amwaste, LLC shall at all times be in compliance with all specifications

and special provisions of the Invitation to Bid.

7. That Montgomery County Commission may add other locations, as needed during the period of the contract.
8. That Amwaste, LLC 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 Amwaste, LLC 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. Amwaste, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Amwaste, LLC also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 Amwaste, LLC.
10. 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 14th day of January 2020.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: December 10, 2019

RE: Invitation to Bid No. 51500-20B-009
Off-Site Printing of Notices

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Diversified Companies, LLC in the amount of \$33,040.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Janet Buskey, Revenue Commissioner.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51500-20B-009				Diversified Companies dba									
DATE ISSUED: November 26, 2019				DivCo Data									
DATE OPENED: December 10, 2019				Attn: John Dawson									
Revenue Commission				3721 Powers Court									
				Chattanooga, TN 37416									
				Is Business Minority Owned									
				Yes X No									
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	Delinquent Notices	Lot	1	\$1,680.00	\$1,680.00								
	12,000 Each												
2	Delinquent Personal	Lot	1	\$420.00	\$420.00								
	Property Returns												
	3,000 Each												
3	Probate Notices	Lot	1	\$8,800.00	\$8,800.00								
	Certified Mail Required												
	8,000 Each												
4	Board Notices	Lot	1	\$10,350.00	\$10,350.00								
	90,000 Each												
5	Business Personal	Lot	1	\$810.00	\$810.00								
	Property - 9,000 Each												
6	Over 65/Disability	Lot	1	\$10,800.00	\$10,800.00								
	Mfg Homes Renewals												
	80,000 Each												
7	Post Cards - Exemption	Lot	1	\$180.00	\$180.00								
	Renewals - 2,000 Each												
TOTAL BID AMOUNTS					\$33,040.00								

Note 36 Bids Mailed

14-2

CONTRACTUAL AGREEMENT

This Contractual Agreement made and entered into on the 14th day of January, 2020, between Diversified Companies, LLC. of Chattanooga, Tennessee and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Diversified Companies, LLC. agrees to furnish off-site printing of notices for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51500-20B-009 as issued by Montgomery County Commission on November 26, 2019 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Diversified Companies, LLC. 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 Diversified Companies, LLC will provide off-site printing for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51500-20B-009.
3. That the Contract will begin on January 14, 2020 and will end on January 13, 2021, with the option to renew for two (2) years, in one year periods.
4. 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.
5. That Montgomery County Commission and Diversified Companies, LLC. reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
6. That purchase orders will be issued to Diversified Companies, LLC. by Montgomery County Commission, as off-site printing is needed.

7. That Diversified Companies, LCC. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid
8. Diversified Companies, LLC. 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 Diversified Companies, LLC., 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 Diversified Companies, LLC., its employees, agents and officers. Diversified Companies, LLC. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Diversified Companies, LLC. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Diversified Companies, LLC.
10. 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 14th of January, 2020.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

JAN 14 2020

DEPARTMENT: Engineering REQUESTED BY: George Speake 1/8/2020
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 1/9/2020
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Advertising	111-53199.253	2,500	2,500	5,000
Repair & Maint. Constr Equipment	111-53199.232	31,000	(2,500)	28,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 33,500	\$ 0	\$ 33,500

JUSTIFICATION: To realign the budget to cover road project advertising.

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Personal Property Auditor
 Position Number 850213027
 Pay Grade A10 Pay Range \$56,189 - \$83,951
 Proposed Effective Date 2/10/2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Clay Henley Date 1/7/2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 1/7/2020
 Employee Benefit Manager

Sherrill Thomas Date 1/7/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419020(Replace L Knight)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date January 27, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date December 31, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419105(Replace S White)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date January 27, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date January 3, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419185(Replace J Harvey)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date January 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date December 31, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date January 3, 2020

Employee Benefit Manager

Sherrill Thomas Date 1/3/2020

Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419209(Replace J Smith)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date January 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date December 31, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421053(Replace C Jenkins)
 Pay Grade PC3 Pay Range 40,828 - 61,002
 Proposed Effective Date January 13, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date December 23, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/30/2019

Sherrill Thomas

Finance Director

Date 12/30/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Captain
Position Number 500423068(Replace E. Matthews)
Pay Grade PC5 Pay Range 52,186-77,972
Proposed Effective Date January 27, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date January 3, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

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

POSITION INFORMATION:

Position Title Stores Clerk I
 Position Number 500018189(Replace M Griffin)
 Pay Grade A03 Pay Range 25,630-38,294
 Proposed Effective Date January 27, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date January 3, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Finance
 DEPARTMENT HEAD: Sherrill Thomas
 SUPERVISOR: Twyla Jackson

POSITION INFORMATION:

Position Title Account Clerk
 Position Number 210116003
 Pay Grade A04 Pay Range \$28,765-\$42,978
 Proposed Effective Date March 30, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Sherrill Thomas Date 1/3/2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 1/3/2020
 Employee Benefit Manager

Sherrill Thomas Date 1/3/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Allyson Holland

SUPERVISOR: Revenue Branch Supervisor

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 800016020

Pay Grade A04 Pay Range 28,765 - 42,978

Proposed Effective Date 2/10/2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland Date 1/7/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 1/8/2020

Employee Benefit Manager

Sherrill Thomas Date 1/8/2020

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430021(Replace S Wallace)

Pay Grade PST Pay Range 38,236

Proposed Effective Date January 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date December 31, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 3, 2020

Sherrill Thomas

Finance Director

Date 1/3/2020

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JAN 14 2020

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

POSITION INFORMATION:

Position Title	Deputy Sheriff Trainee	
Position Number	550430112 (Replace T Smith)	
Pay Grade	PST	Pay Range \$38,236
Proposed Effective Date	January 27, 2020	
Type of Hire	(☒) New	(☐) Promotional
Type of Appointment	(☒) Permanent	(☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 12/17/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date 12/17/2019

Sherrill Thomas
Finance Director

Date 12/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Juvenile Court
DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
SUPERVISOR: Preston Frazier, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Boman)
Position Number 930304026
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date February 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp
Department Head

Date 12/16/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 12/16/2019

Sherrill Thomas
Finance Director

Date 12/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

DEPARTMENT: Youth Facility Juvenile Court

DEPARTMENT HEAD: Ray Williams, Chief Probation Officer

SUPERVISOR: Rhonda Wimbley, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Scott)

Position Number 930304095

Pay Grade A06 Pay Range \$36,284 - \$54,214

Proposed Effective Date February 10, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp Date 12/16/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/16/2019

Employee Benefit Manager

Sherrill Thomas Date 12/18/2019

Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Juvenile Court
 DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
 SUPERVISOR: Rhonda Wimbley, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Wimbley)
 Position Number 930304006
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date February 10, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp Date 12/16/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/16/2019
 Employee Benefit Manager

Sherrill Thomas Date 12/18/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JAN 14 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Detention

DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Director

SUPERVISOR: Patricia Boyd, Assistant Juvenile Detention Director

POSITION INFORMATION:

Position Title Juvenile Detention Officer

Position Number 900300020

Pay Grade PC1 - Step 1 Pay Range \$32,597 - \$48,705

Proposed Effective Date January 27, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 1/8/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/08/2020

Employee Benefit Manager

Sherrill Thomas Date 1/8/2020

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JAN 14 2020

Date: December 11, 2019
To: Montgomery County Commission
From: Doug Singleton
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: 2/13/2020 & 3/19/2020 Return Date: 2/14/2020 & 3/20/2020

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend the Alabama Local Government Training Institute (ALGTI)
County Commissioner Education Program
Roles and Responsibilities of the Chair of the County Commission & Community Bldg

Traveler (s) Name: 1. Doug Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$450.00 Advance Registration Required: \$450.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- 2 classes at \$225 each

To: Doug Singleton

From: Montgomery County Commission

The above request is app. 1/14/20 reimbursement of actual and necessary expenses in the
approximate amount of \$450.00 and advance registration of \$450.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$3,563.76</u>
Budget Available:	<u>\$36,436.24</u>
Current Requests:	<u>\$450.00</u>
Budget Balance:	<u>\$35,986.24</u>

Montgomery County Commission

Reviewed by: S. Thomas

Date: 12/11/2019

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

JAN 14 2020

Date: December 23, 2019
To: Montgomery County Commission
From: Doug Singleton
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: February 29, 2020 Return Date: March 4, 2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the 2020 NACo Legislative Conference

Traveler (s) Name: 1. Doug Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,546.25 Advance Registration Required: \$515.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$515.00 Hotel- \$1431.25 Flight- \$300.00 Meals-\$300.00

To: Doug Singleton

From: Montgomery County Commission

The above request is app. 1/14/20 reimbursement of actual and necessary expenses in the
approximate amount of \$2,546.25 and advance registration of \$515.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$3,563.76</u>	
Budget Available:	<u>\$36,436.24</u>	
Current Requests:	<u>\$2,996.25</u>	
Budget Balance:	<u>\$33,439.99</u>	

Montgomery County Commission

Reviewed by: S. Thomas

Date: 12/26/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JAN 14 2020

Date: January 6, 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: March 3, 2020 Return Date: March 3, 2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST- Special Topics Courses
Qualifies for 8 CPE Course hours

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$223.40 Advance Registration Required: \$190.00
Department Name: Finance Fund Name: General
Additional Comments: Registration \$190. Mileage \$18.40. Meal \$15

To: Sherrill Thomas, Finance Director
From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$223.40 and advance registration of \$190.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$356.72</u>	
Budget Available:	<u>\$2,643.28</u>	
Current Requests:	<u>\$223.40</u>	
Budget Balance:	<u>\$2,419.88</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/6/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

JAN 14 2020

Date: January 6, 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: June 10, 2020 Return Date: June 11, 2020
Conference Leave (Days / Hours): 1.5 Days
Purpose of Travel: Attend ACCA- CGEI Finance and Revenue Course
Qualifies for 12 CPE Course hours

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$218.40 Advance Registration Required: \$185.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$185. Mileage \$18.40. Meal \$15

To: Sherrill Thomas, Finance Director

From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$218.40 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51110.265 (ex: 000-00000-000)

Description: Registration and Training

Current Budget: \$3,000.00

Approved Requests: \$356.72

Budget Available: \$2,643.28

Current Requests: \$441.80

Budget Balance: \$2,201.48

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/6/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

JAN 14 2020

Date: January 6, 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: August 21, 2020 Return Date: August 21, 2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST- Update Course
Qualifies for 8 CPE Course hours

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$233.40 Advance Registration Required: \$200.00
Department Name: Finance Fund Name: General
Additional Comments: Registration \$200. Mileage \$18.40. Meal \$15

To: Sherrill Thomas, Finance Director
From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$233.40 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$356.72</u>	
Budget Available:	<u>\$2,643.28</u>	
Current Requests:	<u>\$675.20</u>	
Budget Balance:	<u>\$1,968.08</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/6/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 9

AGENDA

JAN 14 2020

Date: January 6, 2020
To: Montgomery County Commission
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Tampa, FL
Departure Date: June 21, 2020 Return Date: June 25, 2020
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend NSA Summer Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. Deputy 3
2. Deputy 1 5. Deputy 4
3. Deputy 2 6. _____

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

Total (est.) Cost: \$6,000.00 Advance Registration Required: \$1,445.00

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

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$6,000.00 and advance registration of \$1,445.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$15,595.00</u>	
Budget Available:	<u>\$24,405.00</u>	
Current Requests:	<u>\$6,000.00</u>	
Budget Balance:	<u>\$18,405.00</u>	

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/6/2020

cc: Finance Director / Buyer

23-6

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

JAN 14 2020

Date: December 18, 2019
To: Montgomery County Commission
From: Ray Williams/lp, JPO
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: 1/30/2020 Return Date: 1/30/2020
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Doing What Matters for Alabama's Children

Traveler (s) Name: 1. Sherunda Anthony 4. Linda Parsley-Engle
2. Tyrone Anderson 5. Rachel Wert
3. Wade Morgan 6. _____

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$125.00
Department Name: Youth Facility Juvenile Court Fund Name: 001-52601.265
Additional Comments: _____

To: Ray Williams/lp, JPO
From: Montgomery County Commission

The above request is app. 1/14/20 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52601.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$2,500.00</u>	
Budget Available:	<u>\$2,500.00</u>	
Current Requests:	<u>\$125.00</u>	
Budget Balance:	<u>\$2,375.00</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 12/19/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 3

AGENDA

JAN 14 2020

Date: December 30, 2019
To: Montgomery County Commission
From: Ray Williams/lp, Chief Probation Officer
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: 1/31/2020 Return Date: 1/31/2020
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend the Alabama Human Trafficking Summit

Traveler (s) Name: Elizabeth Allen/Tyrone Anderson/LaVennia Anthony/Amanda Ashurst
1. Keno Boman/Jamie Burnett 4. Shannon Silva/Alex Thomas
2. Garry Gregg/Wade Morgan 5. Rachel Wert/Ray Williams
3. Kim Parham/Ann Sikes 6. Rhonda Wimbley

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

Total (est.) Cost: \$1,125.00 Advance Registration Required: \$1,125.00
Department Name: YF Juvenile Court Fund Name: 001-52601.265
Additional Comments: Registration is \$75/person.

To: Ray Williams/lp, Chief Probation Officer

From: Montgomery County Commission

The above request is app. 1/14/20 reimbursement of actual and necessary expenses in the
approximate amount of \$1,125.00 and advance registration of \$1,125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52601.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$2,625.00</u>
Budget Available:	<u>\$2,375.00</u>
Current Requests:	<u>\$1,125.00</u>
Budget Balance:	<u>\$1,250.00</u>

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/3/2020

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA

JAN 14 2020

Date: January 9, 2020
To: Montgomery County Commission
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 4, 2020 Return Date: February 4, 2020
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: to attend the Faulkner University Career Fair 2020

Traveler (s) Name: 1. Monica Hill 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$50.00

To: Carmen Douglas, Personnel Director

From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$333.88</u>	
Budget Available:	<u>\$4,666.12</u>	
Current Requests:	<u>\$50.00</u>	
Budget Balance:	<u>\$4,616.12</u>	

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/9/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA

JAN 14 2020

Date: January 9, 2020
To: Montgomery County Commission
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: March 17, 2020 Return Date: March 17, 2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Alabama Administrative Assistants Conference

Traveler (s) Name: 1. Renee Wood 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$199.00

To: Carmen Douglas, Personnel Director

From: Montgomery County Commission

The above request is app. 1/14/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 is authorized.

To be completed by the Finance Department

Fund Code: 123-51961.265 (ex: 000-00000-000)

Description: Registration and Training

Current Budget: \$22,000.00

Approved Requests: \$5,042.65

Budget Available: \$16,957.35

Current Requests: \$199.00

Budget Balance: \$16,758.35

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/9/2020

cc: Finance Director / Buyer

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