

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 25, 2020
AGENDA
INFORMATION SESSION

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

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 5:00 p.m.

Invocation by Commissioner Harris

Pledge of Allegiance Led by Chairman Dean

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of February 11, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing regarding Resolution Pertaining to an Increase in an Ad Valorem Tax in the Montgomery School Tax District

Public Hearing regarding Alcohol License Application for Lounge Retail Liquor – Class II (Package) to Applicant 31 Market, Inc., for Double B Package Store located at 18354-A US Highway 31, Hope Hull, Alabama 36043

NEW BUSINESS:

1. Consider Adoption of Resolution Pertaining to an Increase in an Ad Valorem Tax in the Montgomery School Tax District, County Commission
2. Consider Authorization of Alcohol License Application for Lounge Retail Liquor – Class II (Package) to Applicant 31 Market, Inc., for Double B Package Store located at 18354-A US Highway 31, Hope Hull, Alabama 36043, County Commission
3. Consider Adoption of Resolution regarding Resurfacing Woodley Road (5.2 Miles), Project Number MCP 51-08-20, Engineering Department
4. Consider Adoption of Resolution regarding Resurfacing Meriwether Road (4.5 Miles), Project Number MCP 51-09-20, Engineering Department
5. Consider Authorization of Proposed 2020 Legislative Agenda Item to Provide that the Judge of Probate of Montgomery County would be required to be an Attorney Licensed in this State, Probate Judge's Office
6. Consider Authorization of Funding Agreement with the City of Montgomery regarding the Garrett Coliseum, County Commission
7. Consider Authorization of Amendment Number 2 to Contract with Kellwell Food Management, Inc., regarding a One (1) Year Extension, beginning March 4, 2020 and ending March 3, 2021 and a 2.5% Price Increase for Inmate Food Services, Contract Number 52200-19B-010, Detention Facility
8. Consider Authorization of Amendment Number 2 to Contract with Gulf States Distributors regarding a One (1) Year Extension, beginning April 16, 2020 and ending April 15, 2021 for Sheriff's Leather & Accessories, Contract Number 52110-18B-008, Sheriff's Office
9. Consider Authorization of Renewal of External Audit Services Agreement with Rivertree Systems, Inc., Tax and Audit Department
10. Consider Authorization of Contract with Barganier Davis Williams Architects Associated regarding Renovations to the Flatwood Community Center, County Commission
11. Consider Authorization of Change Order Number 3 to Contract with Holley-Henley Builders, Inc., for Renovations of the Montgomery County Detention Facility Building (Jail I), County Commission

12. Consider Authorization of County Levies for Alcohol Licensing for 2020-2021, County Commission
13. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission
14. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
15. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
16. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
17. Consider Authorization of Position Fill Requests – Detention Facility (2)
 - Corrections Officer Corporal, Position Number 500425167
 - Administrative Support Associate, Position Number 500013237
18. Consider Authorization of Position Fill Request – Risk Management (1)
 - Risk Control Administrator, Position Number 250111002
19. Consider Authorization of Position Fill Request – Sheriff's Office (1)
 - Deputy Sheriff Trainee, Position Number 550430059
20. Consider Authorization of Position Fill Request – Youth Facility-Detention (1)
 - Relief Juvenile Detention Officer, Position Number 910300007
21. Consider Authorization of Position Fill Request – Youth Facility-Juvenile Court (1)
 - Court Therapist II, Position Number 930345039
22. Consider Authorization of Travel/Training Requests (6)

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

**MONTGOMERY COUNTY COMMISSION
MEETING DATE FEBRUARY 25, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 2-7-20	
Check Numbers: 291569 – 291701	Total Checks Paid: \$ 1,150,562.43

ACCOUNTS PAYABLE CHECKS DATED 1-31-20	
Check Numbers: 291702 – 291839	Total Checks Paid: \$ 799,533.82

EFT's included in amounts

PAYROLL CHECKS DATED 2-14-20	
Check Numbers: 133815 – 133901	Total: \$ 122,597.45
Direct Deposits	Total: \$ 1,455,023.29
Federal Deposits	Total: \$ 302,714.02
Total Payroll Paid	Total: \$ 1,880,334.76

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

NOTICE OF PUBLIC HEARING MONTGOMERY COUNTY COMMISSION

Notice is hereby given that a public hearing will be held on Tuesday, February 25, 2020, at 5 o'clock, p.m., at the regular meeting of the Montgomery County Commission, on the First Floor of the Montgomery County Administration Building, Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama 36104, on the proposal to increase the rate at which an ad valorem tax for public school purposes may be levied on taxable property in the Montgomery School Tax District (which includes all the area lying within the boundaries of Montgomery County less and except the area lying within the corporate limits of the City of Pike Road). The present level for ad valorem taxes for public school purposes on taxable property situated within the District is 10 mills and the proposal is to increase the rate to a maximum of twenty-two (22) mills, which is equal to \$2.20 on each one hundred dollars of assessed value of taxable property. Members of the public are invited and encouraged to attend the hearing.

/s/ Elton N. Dean, Sr.

Chairman
Montgomery County Commission

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of an Alcohol License at this location, namely:

NAME: Double B Package Store

ADDRESS: 18354-A US Highway 31, Hope Hull, AL 36043

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE

THE COUNTY COMMISSION AT:

5:00 P.M. February 25 , 2020
 (MONTH) (DAY) (YEAR)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Florence M. Cauthen, P.O. Box 1667, Montgomery, Alabama 36102-1667.

**Florence M. Cauthen, Interim County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before February 18, 2020

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME

RESOLUTION PERTAINING TO AN INCREASE IN AN AD VALOREM TAX IN THE MONTGOMERY SCHOOL TAX DISTRICT

The following resolution and order was introduced in writing by Chairman Dean:

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (herein called "the Commission"), the governing body of Montgomery County (herein called "the County"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Montgomery County Board of Education.

"Constitution" means the Constitution of Alabama of 1901.

"District" means the special school tax district in the County, the boundaries of which have been fixed by the Board and include all the area lying within the County less and except the area lying within the corporate limits of the City of Pike Road.

"Special School Tax" means the special annual ad valorem tax for public school purposes authorized in Amendment No. 382 to the Constitution and to be levied and collected on taxable property situated in the District.

Section 2. Findings. The Commission has ascertained and does hereby find and declare as follows:

(a) The Commission is presently authorized to levy and collect, subject to the requisite approval of a majority of those voting at an election, the Special School Tax at a rate of \$.30 on each one hundred dollars (3 mills on each dollar) of assessed value pursuant to Amendment No. 382 to the Constitution.

(b) The Board has requested that the Commission increase the rate at which the Special School Tax may be levied and the Board and the Commission have agreed that the said increase should be to a maximum rate, for any tax year of the County, which is equal to \$1.85 on each one hundred dollars (18.5 mills on each dollar) of assessed value.

(c) Pursuant to a notice duly posted and published, the Commission called a special public hearing to be held at 5:00 p.m. on Tuesday, February 25, 2020, on the proposed increase in the rate at which the Special School Tax may be levied.

(d) At the said special public hearing held on February 25, 2020, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed increase in the Special School Tax.

(e) It is necessary and desirable and in the public interest that the Commission, acting pursuant to the request of the Board, propose an increase in the rate at which the Special School Tax may be levied in accordance with Section 3 of this Resolution, subject to the conditions set forth in Section 4 of this Resolution.

Section 3. Proposed Increase in Rate of Special School Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said public hearing, the Commission proposes to increase the rate at which the County may levy and collect the Special School Tax to a maximum rate, for any tax year of the County, which is equal to \$1.85 on each one hundred dollars (18.5 mills on each dollar) of assessed value.

Section 4. Proposed Increase Subject to Approval of Legislature and Electorate. The proposed increase in the rate at which the Special School Tax may be levied and collected pursuant to this Resolution is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors of the City who vote on the proposed increase at an election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.

Commissioner _____ thereupon moved that the foregoing resolution and order be adopted, which motion was seconded by Commissioner _____ and, upon the same being put to vote, the following vote was recorded:

YEAS

NAYS

The chairman thereupon announced that the motion for the adoption of the said resolution and order had been carried.

* * *

AGENDA

FEB 25 2020



DERRICK CUNNINGHAM SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

January 24, 2020

MEMORANDUM

TO : Montgomery County Commission

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : 31 Market, Inc.
18354 A US Hwy 31, Hope Hull, Alabama
Alcohol License Application

I have reviewed the attached application for 31 Market, Inc. I have no objection to the approval of this alcohol license.

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

Montgomery County Sheriff's Office
Retail Liquor License Application

Business : 31 Market INC / Double B Convenience Store
Location : 18354 U.S. Highway 31, Hope Hull, AL 36043
Date : January 23, 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: 20191217104120107

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: DOUBLE B PACKAGE STORE

Filing Fee: \$50.00

Applicant: 31 MARKET INC

Transfer Fee:

Location Address: 18354 A US HWY 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 8263575 - AL	OWNER	11/17/1977 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: 20191217104120107

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? YES
Building Dimensions Square Footage: 2800 Display Square Footage: 722
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
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: 20191217104120107



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 miles

Notary Signature:

Commission expires:

4/12/2020

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:

ELTON N DEAN, SR.
Chairman
Rhonda 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

AGENDA

FEB 25 2020

February 4, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
2/4/2020

SUBJECT: Approval of Resolution for Project No. MCP 51-08-20
Resurfacing Woodley Road (5.2 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-08-20 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb

Attachments

C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-08-20

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Resurface, and Traffic Stripe Woodley Road (CR-39) from Mt. Zion Road (CR-39) north 5.2 miles to the Montgomery City Limits.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2020.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

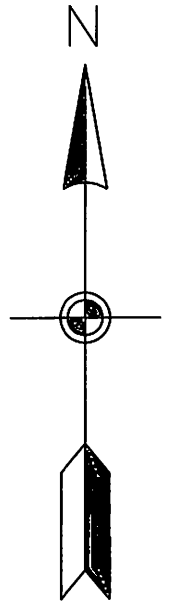
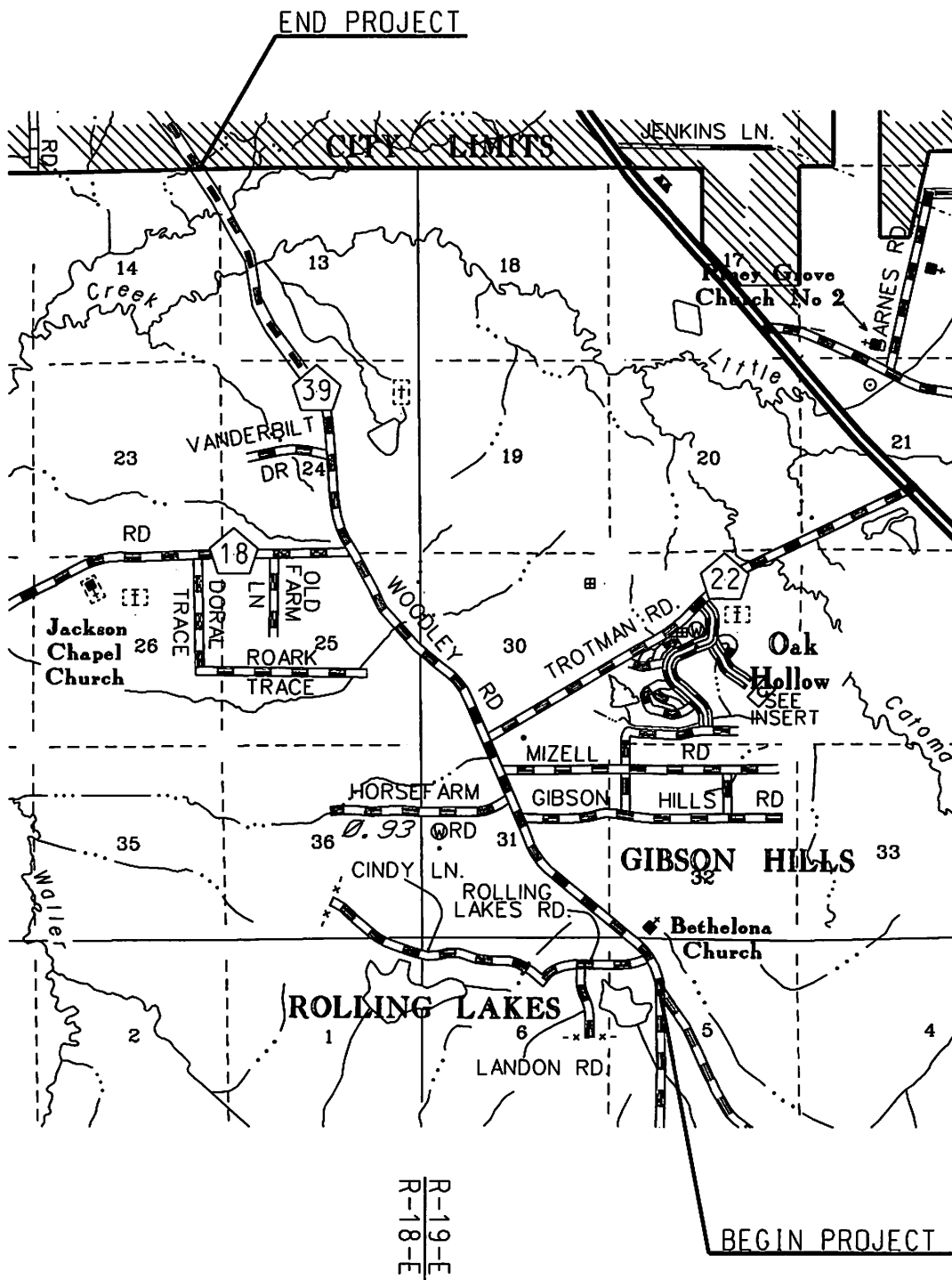
Ronda M. Walker, Vice Chairman

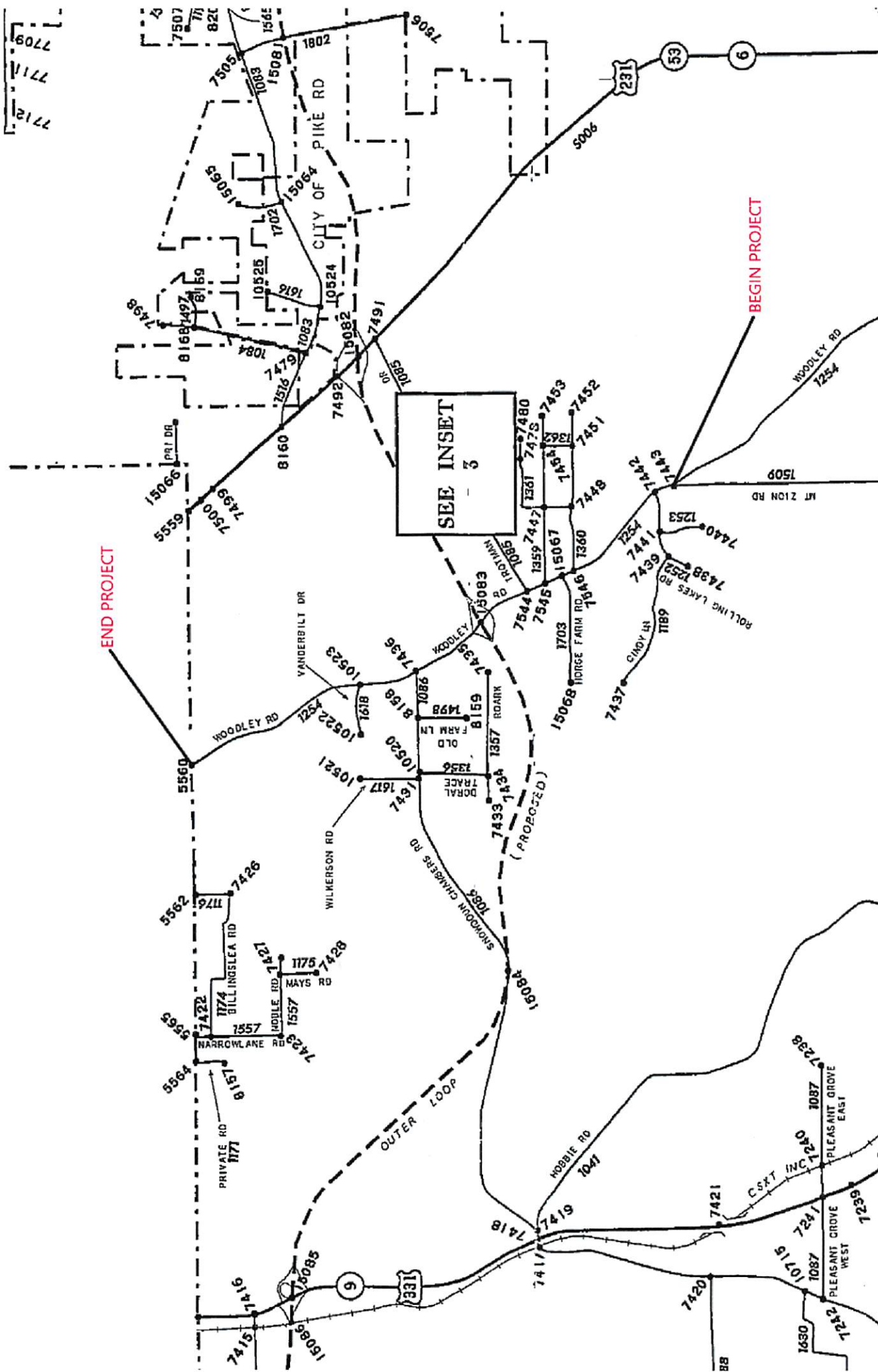
Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

WIDEN, LEVEL, RESURFACE, AND TRAFFIC STRIPE WOODLEY ROAD FROM MT. ZION ROAD NORTH 5.2 MILES TO THE MONTGOMERY CITY LIMITS.





ELTON N DEAN, SR.
Chairman
Rhonda 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

February 4, 2020

AGENDA

FEB 25 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
2/4/2020

SUBJECT: Approval of Resolution for Project No. MCP 51-09-20
Resurfacing Meriwether Road (4.5 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-09-20 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb

Attachments

C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-09-20

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Resurface, and Traffic Stripe Meriwether Road (CR-40) from US Highway 231 east 4.5 miles to Pike Road (CR-85).

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2020.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

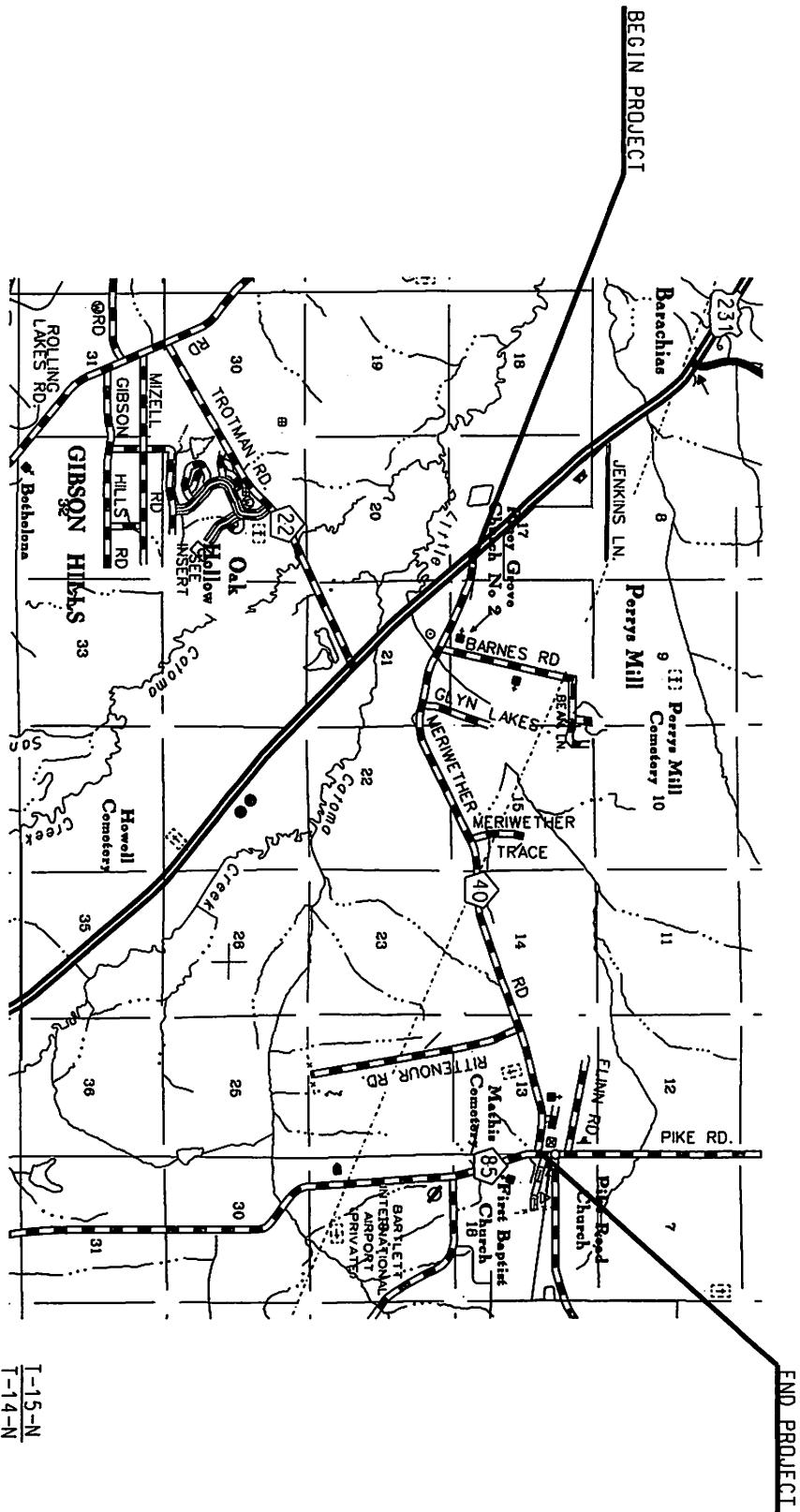
Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

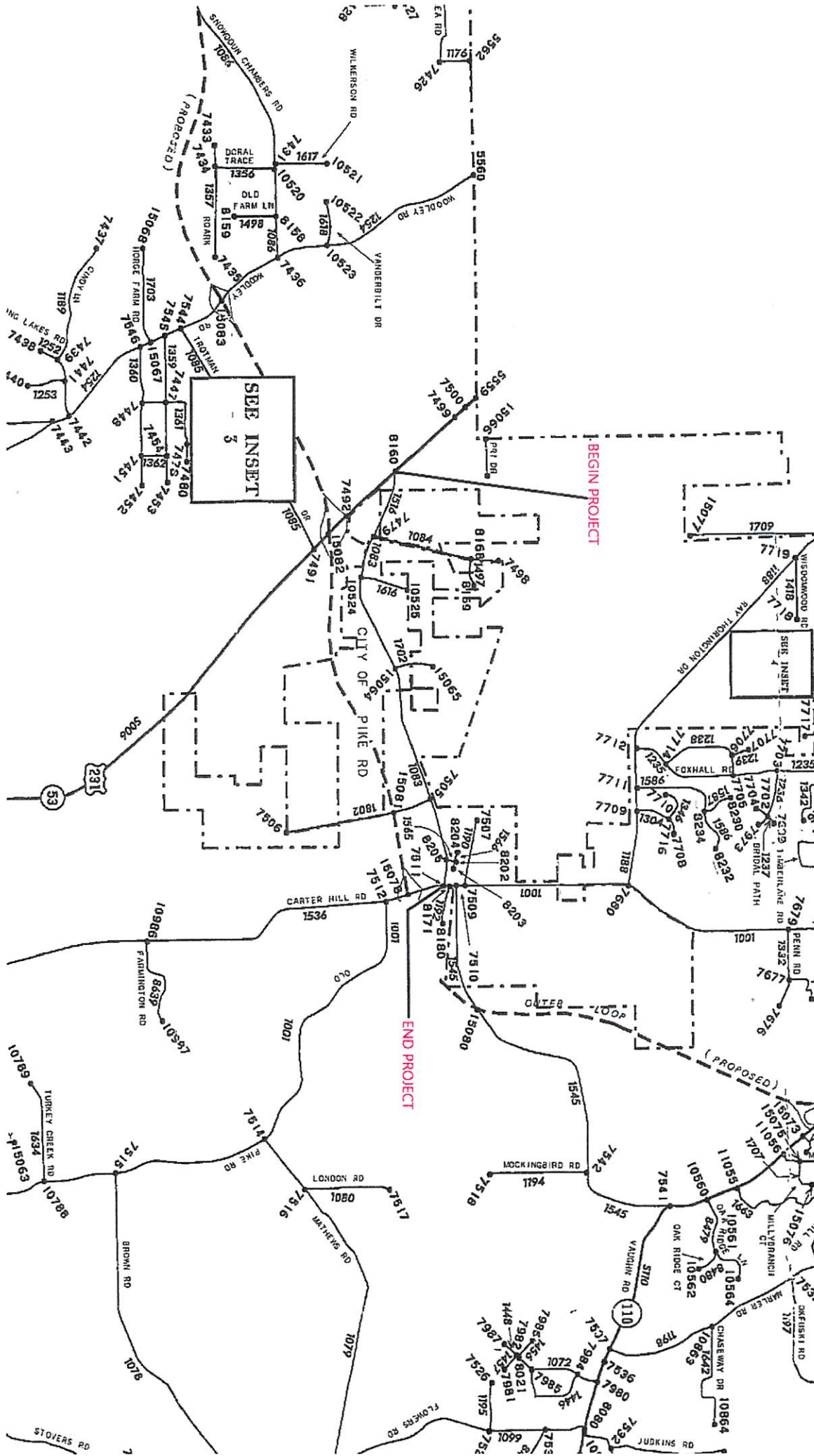
Doug Singleton, Member

WIDEN, LEVEL, RESURFACE, AND TRAFFIC STRIPE MERIWETHER ROAD FROM U.S. HIGHWAY 231 EAST 4.5 MILES TO PIKE ROAD.



R-18-F
R-19-F

T-15-N
T-14-N



FEB 25 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: J C Love, III, Probate Judge

CC: Florence Cauthen, Deputy Administrator

DATE: February 5, 2020

RE: Proposed Amendment to the Constitution of Alabama for Montgomery County Judge of Probate Requirements

Respectfully, I request approval to move forward with submitting a bill to the Alabama State Legislature. The bill would propose an amendment to the Constitution of Alabama of 1901, to provide that the Judge of Probate of Montgomery County be a licensed attorney in this state. Jefferson County and Mobile County have passed legislation requiring their Probate Judges be licensed attorneys. Your support of this bill is important. A Probate Judge, who is a licensed attorney, would ensure:

- The efficient resolution of judicial matters through proper procedures like Alabama Rules of Civil Procedure and Alabama Rules of Evidence.
- Probable initiation of a mandate by the Alabama Bar Association that all Probate Judges in the state be licensed attorneys. Currently, 22 of the state's 67 Probate Judges are attorneys.
- The additional power and authority given to the office as provided by Alabama law is used in a timely, fair and just manner.

The Montgomery County Probate Judge respectfully requests the approval from the Montgomery County Commission to move forward with submitting the proposed bill to the Alabama State Legislature for consideration. If you have any questions about this request or need additional details, please let me know.

SYNOPSIS: This bill would propose an amendment to the Constitution of Alabama of 1901, to provide that the Judge of Probate of Montgomery County would be required to be an attorney licensed in this state.

A BILL
TO BE ENTITLED
AN ACT

To propose an amendment to the Constitution of Alabama of 1901, to provide that the Judge of Probate of Montgomery County would be required to be an attorney licensed in this state.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The following amendment to the Constitution of Alabama of 1901, is proposed and shall become valid as a part of the Constitution when all requirements of this act are fulfilled:

PROPOSED AMENDMENT

1 The Judge of Probate of Montgomery County shall be
2 an attorney licensed in this state effective upon the election
3 or appointment of any judge of probate after the ratification
4 of the amendment.

5 Section 2. An election upon the proposed amendment
6 shall be held in accordance with Section 284.01 of the
7 Constitution of Alabama of 1901, now appearing as Section
8 284.01 of the Official ReCompilation of the Constitution of
9 Alabama of 1901, as amended, and the election laws of this
10 state.

11 Section 3. The appropriate election official shall
12 assign a ballot number for the proposed constitutional
13 amendment on the election ballot and shall set forth the
14 following description of the substance or subject matter of
15 the proposed constitutional amendment:

16 "Relating to Montgomery County, proposing an
17 amendment to the Constitution of Alabama of 1901, to provide
18 that the Judge of Probate of Montgomery County would be
19 required to be an attorney licensed in this state.

20 "Proposed by Act _____"

21 This description shall be followed by the following
22 language:

23 "Yes () No ()."

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

FEB 25 2020

February 20, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Funding Agreement regarding Garrett Coliseum

The Montgomery County Commission, at its meeting on February 11, 2020, agreed to place on the next agenda a Funding Agreement with the City of Montgomery regarding the Garrett Coliseum.

I am requesting approval of this item.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

6-1

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated _____, 2020 (the "Agreement") is entered into by the **CITY OF MONTGOMERY** (the "City") and **MONTGOMERY COUNTY COMMISSION** (the "County").

RECITALS

A. The City is planning on renovating the Garrett Coliseum (collectively, the "Project") located within the City of Montgomery, Alabama.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base.

C. Pursuant to this Agreement, the County has agreed to make the County Contributions (defined herein) to the City to provide funds for the Project.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the County.

The County hereby finds and determines that:

(a) The County Contributions to be made pursuant to this Agreement will benefit the people of the County to an extent that fully warrants and justifies such contributions.

(b) The County is making public funds available to the City for the purpose of promoting the economic development of the County. The County has determined that the execution and delivery of this Agreement and the consummation of the transactions described herein will promote economic development in the County as follows:

(i) The renovation and operation of the Project are in the economic interest of the County. The Project will provide an opportunity for employment of residents of the County on both a temporary and permanent basis.

(ii) The Project will provide an opportunity to attract larger and additional cultural, recreational, sports and convention activities to the County. These activities will bring more people to the restaurants, hotels and retail establishments in the County, all of which will expand the County's tax base.

(iii) The availability of quality cultural events and sporting events in the County through the continued operation of the Project will aid in the economic development of the County by providing an incentive for businesses to locate, expand or remain in the County.

Section 2. County Contributions.

After the Project begins operations, the County will contribute to the City an aggregate amount not in excess of \$500,000 as needed by the City to pay costs of operation and maintenance of the Project due to a shortfall in operations. Such funds shall be available to the City for the period

beginning on the placed in service date of the Project and continuing for five (5) years thereafter and may be drawn on by the City at such times and in such amounts (up to the aggregate \$500,000 contribution, but not more than \$150,000 in the year 2021 and not more than \$150,000 in the year 2022, not more than \$75,000 in the year 2023 and not more than \$75,000 in the year 2024 and not more than \$50,000 in the year 2025) as the City may request. The County agrees to provide such funds as soon as possible following each request, but in no event more than 30 days following each request. Notwithstanding the preceding provisions of this section , **the obligation of the County in this subsection is contingent upon the City having exhausted, at the time of each request submitted to the County, all available funds from operation of the Project (except for a 30 day operating reserve).**

Section 3. Enforcement

(a) The County acknowledges and agrees that its (i) covenants and agreements herein are binding on the County and (ii) performance of said covenants and agreements may be enforced by the City through any available legal or equitable actions in a court of competent jurisdiction.

(b) The City acknowledges and agrees that its (i) covenants and agreements herein are binding on the City and (ii) performance of said covenants and agreements may be enforced by the County through any available legal or equitable actions in a court of competent jurisdiction, including, but not limited to, specific performance with respect to the obligations of the City in Section 2 of this Agreement.

Section 4. County Not a Partner or Joint Venturer

The County is not an owner of the Project or a partner or joint venturer with the City in any respect. The County's sole obligations with respect to the City and the Project are limited to those obligations expressly undertaken in this Agreement.

Section 5. Dispute Resolution

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion 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 the City of Montgomery.

Section 6. Miscellaneous

(a) No modification, amendment or alteration of this Agreement shall be effective unless in writing and signed by the City and the County.

(b) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

IN WITNESS WHEREOF, the City and the County have caused this instrument to be duly executed as of the date set forth above.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: _____
Title: Chairman



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

TTB

MEMORANDUM

February 13, 2020

To: Florence Cauthen, Interim County Administrator
From: Thomas T. Gallion, III
Re: Funding Agreement regarding Garrett Coliseum

I have reviewed your request for an opinion dated February 5, 2020, regarding a Funding Agreement with the City of Montgomery regarding the Garrett Coliseum. I have reviewed the Agreement and during the Tuesday's Commission meeting, the Commissioners agreed upon the amount.

I opine that the Funding Agreement is acceptable. The Agreement will be binding on all parties upon execution.

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

50051-317

Ehon N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

February 5, 2020

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Florence M. Cauthen *fmc*
Interim County Administrator

SUBJECT: Funding Agreement regarding Garrett Coliseum

Attached is a Funding Agreement with the City of Montgomery regarding the Garrett Coliseum.

Please review and issue your Opinion by Friday, February 7, 2020, as to whether this Agreement is acceptable.

Thank you for your assistance.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2553 • TDD 334.263.3568

6-6

AGENDA

FEB 25 2020

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer 

Date: January 23, 2020

RE: Contract No. 52200-19B-010
Inmate Food Services

I request that the attached Amendment 2 to Kellwell Food Management, Inc. for inmate food services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning March 4, 2020 and ending on March 3, 2021.

Kellwell Food Management, Inc. would like to increase their price, effective April 1, 2020 by 2.5%, in accordance with the terms of the contract. All other provisions shall remain the same.

This contract extension has been coordinated with Colonel Sonja Pritchett, Detention Facility.

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

Amendment
To
Contract # 52200-19B-010

Amendment No. 2

Contract with Kellwell Food Management, Inc. for inmate food services is hereby extended for one (1) year beginning March 4, 2020 and ending March 3, 2021.

Prices will increase by 2.5%, effective April 1, 2020, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

FEB 25 2020

INTEROFFICE MEMORANDUM

TO: Florence Cauthen, County Deputy Administrator (interim Administrator)

FROM: John Brown, Purchasing Manager 

SUBJECT: Contract No: 52110-18B-008/Sheriff's Leather & Accessories

DATE: February 5, 2020

CC:

I request the attached Amendment No. 2 to Gulf States Distributors be considered for approval on a future County Commission Agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning April 16, 2020, and ending on April 15, 2021.

Gulf States Distributors, Inc. would like to decrease overall pricing by \$1,136.44. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-18B-008

Amendment No. 2

Contract with Gulf States Distributors, Inc. for leather and accessories is hereby extended for one (1) year, beginning April 16, 2020 and ending April 15, 2021.

Overall Pricings will decrease by \$1,136.44.

All other provisions of the contract shall remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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; Fuel Tax; and
Rental 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

AGENDA

FEB 25 2020

MEMORANDUM

DATE: February 5, 2020

TO: Sherrill Thomas, Finance Director *ST 2/5/20*

FROM: Terri Henderson, Revenue Manager *Terri Henderson 02/05/2020*

RE: Proposed Renewal of External Audit Examination Services Agreement

Please note the term of our current Audit Examination Services Agreement between the Montgomery County Commission and RiverTree Systems, Inc. is set to expire on March 5, 2020. Attached is the proposed renewal Agreement for a new three (3) year term commencing on March 6, 2020. Attorney Constance Walker with Haskell Slaughter Gallion & Walker, LLC has already reviewed the proposed agreement with no other changes recommended.

Please let me know if you have questions or need any further information at this time. Otherwise, I respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on February 11, 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

STATE OF ALABAMA }

COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the 6th day of March 2020 by and between the Montgomery County Commission (hereafter referred to as "COUNTY"), and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

The COUNTY desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the COUNTY'S taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the COUNTY desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Ala. Code § 40-2A-1 (1975) et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

RIVERTREE is qualified as a private auditing or collecting firm as defined under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the COUNTY that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms as defined in the Taxpayers' Bill of Rights; (ii) it provides its services in full compliance with all applicable laws and regulations; and

(iii) it has obtained and maintains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm as defined in the Taxpayers' Bill of Rights.

The COUNTY desires to retain RIVERTREE as a private auditing and collecting firm, as defined by the Taxpayer's Bill of Rights, to provide tax auditing and examination services under the terms and conditions of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the COUNTY hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The COUNTY and RIVERTREE hereby agree that RIVERTREE will provide the following services:

- a) Identify and prepare a written list of "taxpayer candidates for examination" based on objective criteria to be agreed upon by RIVERTREE and the COUNTY in advance of such work.
- b) Pursuant to Ala. Code § 40-2A-13(d) (1975), as currently in effect or hereafter amended, upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the COUNTY and all other clients represented by RIVERTREE and shall provide a copy of a signed and dated written authorization from the COUNTY of RIVERTREE's representation of the COUNTY and any such other RIVERTREE client. Also, a copy of the contract between RIVERTREE and the COUNTY and a statement as to whether the COUNTY has elected out of the Alabama Tax Tribunal shall be provided upon first contact with the taxpayer. RIVERTREE further agrees to advise the taxpayer, in writing, of the hotline telephone numbers (1-855-638-7092; and 1-334-844-4706) for taxpayers to submit any complaints related to the auditing or collections activities of a private auditing or collecting firm.
- c) Inspect and examine on behalf of the COUNTY, all books, records and other documents of taxpayers assigned to be examined by the COUNTY to determine to what extent, if any, the taxpayer owes the COUNTY sales and use taxes, occupational taxes, license fees, lease rental taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by the COUNTY and in accordance with the ordinances, resolutions and regulations of the COUNTY.
- d) RIVERTREE acknowledges that Ala. Code § 40-2A-13(f) (1975) provides that when a private examining or collecting firm represents more than one county, city or town

on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients, (counties or other cities and towns), RIVERTREE will include the COUNTY on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as the COUNTY, then RIVERTREE's audit of such taxpayer shall include all such taxes of the COUNTY.

- e) On or before January 15 of each year, disclose in writing to the COUNTY the identities of all municipalities and counties for which it at any time during the preceding calendar year performed examination of taxpayer's books and records for compliance with applicable sales, use, rental, lodging or other local tax laws or collected sales, use, rental, lodging or other local taxes.
- f) Not disclose or encourage others to disclose, either directly or indirectly, to any non-client municipality or county or its agents, the fact it is presently conducting an examination of the taxpayer's books and records.
- g) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- h) Report to the COUNTY that information necessary for the COUNTY to assess the taxpayer's sales and use taxes, license fees, **lease rental** taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the COUNTY.
- i) Prepare and present to the COUNTY a "Findings Report," which shall include, at a minimum, all information required to prepare a written report **under in accordance with** the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax liability to the COUNTY, RIVERTREE shall provide the COUNTY a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- j) Provide full cooperation to the COUNTY in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the COUNTY from the taxpayer.
- k) Pursuant to the Ala. Code § 40-2A-1 3(h) (1975), **as currently in effect or hereafter amended**, notify the taxpayer in writing, and the COUNTY, simultaneously, if any tax overpayments are discovered and the taxpayer is due any refunds from the COUNTY,

or if the taxpayer owes any tax to the COUNTY and the estimated amount, and advise the taxpayer of the general procedure to make a claim for refund or pay a tax.

- l) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. The COUNTY agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**. RIVERTREE shall be paid monthly based upon hours worked submitted to the COUNTY by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that **the Ala. Code § 40-2A-6 (1975)** specifically prohibits the COUNTY from entering into any contract or arrangement with a private **examining or contracting auditing or collecting** firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the COUNTY.

3. **Representations and Warranties.** RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds required by applicable law and which are necessary or appropriate to perform

RIVERTREE's obligations under this Agreement, and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

- c. RIVERTREE and its employees, agents, **representatives** and independent auditors/examiners agree to comply with all applicable current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.
- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.
- e. Any final assessment or forced collection action based upon an audit conducted by RIVERTREE on behalf of the COUNTY shall not be issued and applicable to a taxpayer until signed by a public official or employee designated by the COUNTY.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the COUNTY, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the COUNTY'S purposes for entering into this Agreement, then the COUNTY shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements set forth in the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain

fidelity bonds in accordance with Ala. Code § 40-23-30 (1975), as currently in effect and hereafter amended, and (iv) maintain a business license as required by Ala. Code § 40-12-2 (1975), as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor, or reimburse the COUNTY for all amounts paid to RIVERTREE in connection with the audit.

In accordance with applicable law, RIVERTREE may not employ unbonded auditors, or examiners to perform services pursuant to this Agreement who have failed to receive or maintain their certifications in paragraph 5(i) and (ii) above. Any violation of this paragraph of which RIVERTREE knew or should have known, shall have the effect of doing all of the following:

(1) Automatically terminating this Agreement; (2) Voiding any assessment or proposed assessment issued by the COUNTY as a result of any examination conducted, in whole or in part, by the examiner, but shall not prevent the COUNTY from sending a qualified examiner to examine the taxpayer's books and records; (3) cause RIVERTREE to forfeit its license granted pursuant to Ala. Code § 40-12-43.1 (1975) for a period of six (6) months.

RIVERTREE shall indemnify and hold COUNTY harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The COUNTY reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, **representatives** and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the COUNTY, however, shall not be deemed to waive the requirements of, or excuse ~~the foregoing~~ **RIVERTREE** from complying with the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the COUNTY or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees, **representatives** and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the COUNTY binding such principals, officers, employees, **representatives** and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees, **representatives** or its independent auditors/examiners shall be considered employees of the COUNTY or entitled to any rights or benefits accorded to employees of the COUNTY.

RIVERTREE and the COUNTY affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of Ala. Code § 40-2A-12 (1975), as currently in effect or hereafter amended, this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the COUNTY shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the COUNTY may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate at least ninety (90) days prior to the effective date of termination.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Ala. Code § 40-2A-13 (1975) or Ala. Code § 40-2A-14 (1975), as currently in effect or hereafter amended. RIVERTREE shall provide the COUNTY all documentation,

records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** COUNTY acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and the COUNTY consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under applicable law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon the COUNTY'S request, shall provide to the COUNTY a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. 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.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.

PRESIDENT

Terri Henderson

From: Constance Walker <ccw@hsg-law.com>
Sent: Monday, February 3, 2020 12:23 PM
To: Terri Henderson
Cc: Constance Walker
Subject: blank draft version - from 2017 RiverTree agreement- for auditing examination services with yellow
Attachments: blank draft version - from 2017 RiverTree agreement- for auditing examination services with yellow.doc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Terri – Attached is the RiverTree agreement with Montgomery Co. with my suggested changes. They are in yellow. Please let me know if you have any questions.
Thanks, Connie

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

FEB 25 2020

February 20, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Agreement regarding Flatwood Community Center Renovations

The Montgomery County Commission, at its meeting on February 11, 2020, agreed to place on the next agenda an Agreement with Barganier Davis Williams Architects Associated regarding renovations to the Flatwood Community Center.

I am requesting approval of this Agreement.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

10-1

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7 day of February in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

and the Architect:
(Name, legal status, address and other information)

Barganier Davis Williams Architects Associated
624 South McDonough Street
Montgomery, Alabama 36104
334-834-2038

for the following Project:
(Name, location and detailed description)

An Addition and Renovations to the Flatwood Community Center
360 Williams Drive
Montgomery, Alabama 36110

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(808807536)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See "Attachment A"

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid N/A (0) days after the invoice date shall bear interest from the date payment is due at the rate of Zero percent (0 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Init.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Init.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.4 Other-Dispute Resolution Processes

§ 8.4.1 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 in 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 either party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery, Alabama, governed by the laws of the State of Alabama.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.

10.10 If a Change Order is generated, as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E Fees.

10.11 Project Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise add value to betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.

10.12 Consequential Damages

Notwithstanding any other provisions of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.

10.13 Indemnification

Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors or omission) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets as applicable. The architect shall remain liable, however, for any claims brought against Architect, Owner or other based upon Architect's performance under this Agreement or in connection with this Project.

10.14 Hold Harmless

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free from harmless from any and all losses, claims, liens, not limited to, the amounts of judgements, penalties, interest, court costs, legal fees and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or

Init.

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 or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Elton N. Dean, Sr. Chairman
(Printed name and title)

ARCHITECT (Signature)

Dart Davis Principal
(Printed name, title, and license number, if required)

PROJECT ARCHITECT

Johnny Raines, III, AIA, hitect

Init.

Attachment A



**RE: Architectural Services
For an Addition and Renovations to the
Flatwood Community Center for the
Montgomery County Commission**

PROJECT SUMMARY

Barganier Davis Williams Architects Associated (BDW) will be providing architectural services the addition and renovations to the Flatwood Community Center.

The Project:

**RE: An Addition and Renovation to the
Flatwood Community Center for the
360 Williams Drive
Montgomery, Alabama**

The existing Flatwood Community Center is proposing a **500+/-** square foot addition along with some selective renovations including restroom upgrades. The proposed addition will be on the West side of the existing community center. The construction of the new addition will adhere to the required energy standards.

The addition will consist of a new kitchen (residential type appliances) with servery, a continuation of open space adjacent to the existing meeting space that will have the option to partition off into a smaller meeting space and new heating/cooling system at new addition, as required. The proposed renovations will consist of updating the existing restrooms. The new addition will match the existing structure and/or painted composite boards. The roof and fascia will match and/or complement the existing elevation of the building.

(If extension design work is required for the septic system, additional services/fees may be required.)

The owner's preliminary construction budget is approximately \$ 100,000.00.

BDW BASIC ARCHITECTURAL SERVICES FEE FOR NEW ADDITION AND RENOVATIONS

Estimated Cost of Construction	Architectural Fee
\$ 85,000 to \$ 100,000	\$10,000

NOTES:

1. The Fee Schedule does not include cost for reimbursable expenses. The Reimbursement expenses are to be determined. Reimbursable expenses are defined in Exhibit B. Compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent	(15%)
Design Development Phase	Fifteen	percent	(15%)
Construction Documents Phase	Forty Five	percent	(45%)
Bidding or Negotiations Phase	Five	percent	(5%)
Construction Phase	Twenty	percent	(20%)
TOTAL BASIC COMPENSATION	One Hundred	Percent	(100%)

PROJECT TEAM**Owner**

Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36102
(334) 834-1204

Architect

Johnny Raines & Dart Davis
Barganier Davis Williams Architects Associated
624 So. McDonough Street
Montgomery, AL 36104
(334) 834-2038

Mechanical, Electrical & Plumbing,**(Architect's Consultant)**

Zgouvas Eiring and Associates
800 South McDonough Street
Montgomery, AL 36104

Civil

Steve Martin Engineering & Survey
2251 Gilmer Ave
Tallasse, AL 36078

Electrical Engineer, (Architect's Consultant)

Phillip Johnson
Keystone Engineering Services, LLC
113 Cone Drive
Selma, AL 36701

PROJECT PROCUREMENT METHOD

The project will be advertised for bid. The Architect/Owner may choose to pre-qualify bidders.

FEB 25 2020

February 5, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: Jail 1 Repairs and Renovations-Change Order Request 3

Please find attached Change Order 3 to the contract with Holley-Henley Builders, Inc., in the amount of \$80,000 for emergency repairs to the kitchen subfloor, as authorized by the Commission at its meeting on October 11, 2019. I request that approval of the Change Order be placed on the next agenda.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Renovations to Montgomery County Detention Facility Building 1 for Montgomery County Commission PH&J #1712GV	CONTRACT INFORMATION: Contract For: General Construction Date: January 30, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: January 27, 2020
OWNER: <i>(Name and address)</i> Montgomery County Commission PO Box 1667 Montgomery, AL 36102	ARCHITECT: <i>(Name and address)</i> PH&J Architects, Inc. 807 S. McDonough Street Montgomery, AL 36104	CONTRACTOR: <i>(Name and address)</i> Holley-Henley Builders, Inc. 438-A Twain Curve Montgomery, AL 36117

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

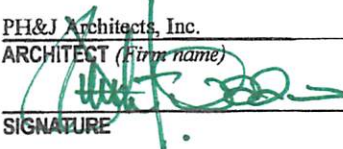
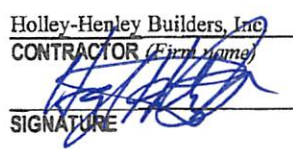
ADD: Emergency Repairs to Kitchen Subfloor.....\$80,000.00

TOTAL \$80,000.00

The original Contract Sum was	\$ 4,919,808,000.00
The net change by previously authorized Change Orders	\$ -1,285,620.84
The Contract Sum prior to this Change Order was	\$ 3,634,187.16
The Contract Sum will be increased by this Change Order in the amount of	\$ 80,000.00
The new Contract Sum including this Change Order will be	\$ 3,714,187.16
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

PH&J Architects, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE Patrick Addison, Vice President PRINTED NAME AND TITLE DATE	Holley-Henley Builders, Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Hoyt Henley, Vice President PRINTED NAME AND TITLE 1-28-2020 DATE	Montgomery County Commission OWNER <i>(Firm name)</i> SIGNATURE Elton N. Dean, Chairman PRINTED NAME AND TITLE DATE
--	---	--

CHANGE ORDER NUMBER THREE SUMMARY SHEET

Montgomery County Jail Renovations

PH&J #1712-GV

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	-	Emergency Repairs to the Kitchen Subfloor	\$80,000.00	0

TOTALS

\$80,000.00 0

RFP = Request for Proposal Number



Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

AGENDA

FEB 25 2020

February 3, 2020

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2020-2021, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 10, 2020**. This form must be signed by an authorized county official. Please return your completed document to Courtney.Craig@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: _____

County: _____

12-1

COUNTY (51) MONTGOMERY 2020-2021

	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
TYPE LICENSE & CODE					
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00	\$500.00	\$800.00	\$850.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	\$750.00	\$1,500.00	\$1,550.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	\$500.00	\$1,000.00	\$1,050.00
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00	\$375.00	\$1,125.00	\$1,175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	\$200.00	\$400.00	\$450.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00	\$100.00	\$300.00	\$350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00	\$150.00	N/A	\$350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00	\$100.00	N/A	\$250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00	\$250.00	\$500.00	\$550.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	\$150.00	\$300.00	\$350.00
200 - MANUFACTURER	\$ 50.00	\$500.00	\$500.00	\$1,000.00	\$1,050.00
**					
210 - IMPORTER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
220 - BREWPUB	\$ 50.00	\$1,000.00	\$500.00	\$1,500.00	\$1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
240 - NON-PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: _____
 Authorized County Official Title Date



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
 Montgomery County Commission
 P O Box 1667
 Montgomery, AL 36102

Date	Invoice #
1/6/2020	2485

AGENDA

FEB 25 2020

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	750.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$750.00

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 2/25/2020 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			37,500	26,662	3,450	100	22,732	90,444	
C-2020-55	Montgomery Area Chamber of Commerce	Small and Minority Business Development		1,000				1,000	
C-2020-56	Easter Seals Alabama, Inc.	Vocational Rehabilitation Programs					2,500	2,500	
C-2020-57	Alabama Baseball Coaches Association, Inc.	Montgomery Miracle League					1,200	1,200	
C-2020-58	Alabama Cattlemen's Association	For Montgomery County Cattlemen's Association for their Various Junior Cattlemen and Cattlegirls Programs					500	500	
NC-2020-29	City of Montgomery, Neighborhood Svcs.	Green Acres Neighborhood Association	2,000					2,000	
		Total Appropriations 2/25/2020	2,000	1,000	0	0	4,200	7,200	
		APPROPRIATED BUDGET BALANCE	35,500	25,662	3,450	100	18,532	83,244	
	Interim Administrator	Date							

AGENDA

FEB 25 2020

FEB 25 2020

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 2/25/2020 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			42,600	65,000	60,000	26,500	54,000	248,100

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 2/25/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			507,117	140,500	100,300	149,791	124,610	100,000	1,122,318
DR-C-2020-41	Blue-Gray National Collegiate Tennis Classic, Inc.	Economic and Tourism Development	8,000						8,000
DR-C-2020-42	Montgomery Sunrise Foundation	Grants Program	1,500						1,500
DR-C-2020-43	That's My Child Youth Organization	Program Expenses	75,000						75,000
DR-C-2020-44	Southeastern Livestock Exposition, Inc.	Southeastern Livestock Expo Rodeo and Livestock Week 2020	20,000						20,000
DR-C-2020-45	Bridge Builders Alabama	Youth Leadership Program	10,000						10,000
DR-C-2020-46	Faith Crusades Ministries, Inc.	At-Risk Youth Programs	3,000						3,000
DR-C-2020-47	Alabama Kidney Foundation, Inc.	Education and Support Services	10,000						10,000
DR-C-2020-48	Lifetime Resolutions II, Inc.	Holistic Center for Women	50,000						50,000
DR-C-2020-49	Optimist International, for Central Montgomery Optimist Club	Community Services Programs		2,000					2,000
DR-C-2020-50	Montgomery YMCA	Bell Road Montgomery Fire AAU Basketball Prog.		3,000					3,000
	Total Appropriations 2/25/2020		177,500	5,000	0	0	0	0	182,500
	APPROPRIATED BUDGET BALANCE		329,617	135,500	100,300	149,791	124,610	100,000	939,818
	Interim Administrator	Date							

AGENDA

FEB 25 2020

16-1

FEB 25 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 Corporal
 Position Number 500425167(Replace C. Jones)
 Pay Grade PC2 Pay Range 35,097 - 52,440
 Proposed Effective Date March 2, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date February 10, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 02/13/2020

Sherrill Thomas

Finance Director

Date 2/14/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 2/14/2020

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 Administrative Support Associate
Position Number 500013237(Replace S. Jackson-Babers)
Pay Grade A03 Pay Range 25,630-38,294
Proposed Effective Date March 2, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:Derrick Cunningham

Department Head

Date February 18, 2020**PAYROLL/FINANCE REVIEW:**

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 02/18/2020Sherrill Thomas

Finance Director

Date 2/19/2020**ADMINISTRATIVE APPROVAL:**Florence M. Cauthen/tnInterim County AdministratorDate 2/19/2020

POSITION FILL REQUEST- BUDGETED VACANCY

FEB 25 2020

DEPARTMENT: Risk Management
 DEPARTMENT HEAD: Holly Leverette
 SUPERVISOR: Holly Leverette

POSITION INFORMATION:

Position Title Risk Control Administrator
 Position Number 250111002
 Pay Grade A08 Pay Range \$45,440 - \$67,894
 Proposed Effective Date 3/2/2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Holly Leverette

Department Head

Date 2/19/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 02/19/2020

Sherrill Thomas

Finance Director

Date 2/19/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 2/19/2020

POSITION FILL REQUEST- BUDGETED VACANCY

FEB 25 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 550430059 (Replace J Flowers)
Pay Grade PST Pay Range 38,236
Proposed Effective Date March 2, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date February 11, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 02/13/2020

Sherrill Thomas

Finance Director

Date 2/14/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 2/14/2020

FEB 25 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility
 DEPARTMENT HEAD: Brandi K. Alexander
 SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title Relief Juvenile Detention Officer (to replace D. Staley)
 Position Number 910300007 - gender specific male
 Pay Grade PC1 Pay Range \$32,597 - \$48,705
 Proposed Effective Date March 9, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 2/11/2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2020
 Employee Benefit Manager

Sherrill Thomas Date 2/14/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/14/2020
Interim County Administrator

FEB 25 2020**POSITION FILL REQUEST- BUDGETED VACANCY**

DEPARTMENT: Youth Facility Juvenile Court
DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
SUPERVISOR: Ray Williams, Chief Probation Officer

POSITION INFORMATION:

Position Title Court Therapist II
Position Number 930345039
Pay Grade A10 Pay Range \$56,189-\$83,951
Proposed Effective Date March 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp Date 02/14/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/14/2020
Employee Benefit Manager

Sherrill Thomas Date 2/18/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/18/2020
Interim County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

FEB 25 2020

Date: February 12, 2020
To: Montgomery County Commission
From: Florence Cauthen
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: May 13, 2020 Return Date: May 14, 2020
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the 2020 ACAA Annual Conference

Traveler (s) Name: 1. Florence Cauthen 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$709.32 Advance Registration Required: \$210.00

Department Name: County Commission Fund Name: General Fund

Additional Comments: Registration - \$210.00 Hotel - \$196.62 Mileage - \$227.70 Meals-\$75.00

To: Florence Cauthen
From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$709.32 and advance registration of \$210.00 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>\$6,560.01</u>	
Budget Available:	<u>\$33,439.99</u>	
Current Requests:	<u>\$709.32</u>	
Budget Balance:	<u>\$32,730.67</u>	

Montgomery County Commission

Reviewed by: S. Thomas

Date: 2/14/2020

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA
FEB 25 2020

Date: February 19, 2020
To: Montgomery County Commission
From: Florence Cauthen
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 17, 2020 Return Date: August 20, 2020
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2020 ACCA Annual Convention

Traveler (s) Name: 1. Elton Dean 4. Doug Singleton
2. Ronda Walker 5. Isaiah Sankey
3. Dan Harris 6. Florence Cauthen

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$8,996.04 Advance Registration Required: \$1,350.00
Department Name: County Commission Fund Name: General Fund
Additional Comments: Registration - \$1350.00 Hotel - \$3579.84 Mileage - \$1366.20 - Meals-\$2700.00

To: Florence Cauthen
From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$8,996.04 and advance registration of \$1,350.00 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>\$6,560.01</u>	
Budget Available:	<u>\$33,439.99</u>	
Current Requests:	<u>\$9,705.36</u>	
Budget Balance:	<u>\$23,734.63</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/19/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

FEB 25 2020

Date: February 19, 2020
To: Montgomery County Commission
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Point Clear, AL
Departure Date: April 3, 2020 Return Date: April 5, 2020
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend the ADAA Spring Extended Business Session

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,370.00 Advance Registration Required: \$425.00

Department Name: District Attorney Fund Name: 001-51261.265

Additional Comments: DA Bailey requests the option of either vehicle.

To: Daryl D. Bailey, District Attorney

From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$1,370.00 and advance registration of \$425.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51261.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$4,000.00</u>	
Approved Requests:	<u>\$2,625.35</u>	
Budget Available:	<u>\$1,374.65</u>	
Current Requests:	<u>\$1,370.00</u>	
Budget Balance:	<u>\$4.65</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/19/2020
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA

FEB 25 2020

Date: 02/18/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: 03/06/2020 Return Date: 03/06/2020

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST CRE Special Topics 1 and 2 Courses. Attendees Will
Each Earn 8 CPE Hours That Will Apply Toward Their 2020 CRE
Certification Requirements.

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

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

Total (est.) Cost: \$670.20 Advance Registration Required: \$570.00

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

Additional Comments: Registration \$570 Total. Lodging \$0. Meals \$45 Total. Mileage \$55.20 Total.
ALTIST CRE Program Course Sponsored by Auburn University
overnment & Economic Development Institute.

To: Terri Henderson, Revenue Manager

From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$670.20 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$12,850.00</u>	
Approved Requests:	<u>\$2,504.52</u>	
Budget Available:	<u>\$10,345.48</u>	
Current Requests:	<u>\$670.20</u>	
Budget Balance:	<u>\$9,675.28</u>	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/19/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

Date: February 12, 2020
To: Montgomery County Commission
From: Ray Williams, Chief Probation Officer
Re: Approval for the following travel:

AGENDA

FEB 25 2020

Destination: Pelham, AL
Departure Date: 4/29/2020 Return Date: 4/29/2020
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend the 5th Annual Alabama Adolescent & Young Adult Conference:
Emerging Issues in Substance Abuse

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

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00

Department Name: YF Juvenile Court Fund Name: General

Additional Comments: Registration is \$50 per person.

To: Ray Williams, Chief Probation Officer

From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

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>\$3,750.00</u>	
Budget Available:	<u>\$1,250.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$1,150.00</u>	

Montgomery County Commission

Reviewed by: S. Thomas

Date: 2/14/2020

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA

FEB 25 2020

Date: February 7, 2020
To: Montgomery County Commission
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: June 15, 2020 Return Date: June 19, 2020
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Alabama Real Property Appraisal Manual

Traveler (s) Name: 1. Tyler Desselle 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$300.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: MEALS: \$0.00 LODGING: \$0.00 MILEAGE: \$0.00
REGISTRATION: \$300.00
TOTAL EST. COST: \$300.00

To: Clay Henley, Chief Appraiser

From: Montgomery County Commission

The above request is app. 2/25/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985.265 (ex: 000-00000-000)

Description: Registration and Training

Current Budget: \$30,000.00

Approved Requests: \$12,733.36

Budget Available: \$17,266.64

Current Requests: \$300.00

Budget Balance: \$16,966.64

Montgomery County Commission

Reviewed by: S. Thomas

Date: 2/13/2020

cc: Finance Director / Buyer

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