

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 28, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 3:38 p.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Vice Chairman Walker. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

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

DISCUSSION BY THE COMMISSION

Chairman Dean introduced Attorney Brandon Price-Crum. Attorney Crum thanked the Commission for considering his appointment to the City-County Personnel Board.

Chairman Dean, Commissioner Harris, Commissioner Sankey and Commissioner Singleton requested to add additional items to the miscellaneous appropriations for agencies, education and designated revenue accounts that were on the agenda.

The Commission agreed to appropriate \$75,000 to That's My Child from their joint designated revenue account in 2020.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM AND GRANT MANAGER REGINA WALKER

Grant Manager Regina Walker requested approval to pursue and submit a Motorola Solutions Foundation Grant for Public Safety Education. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Derrick Cunningham updated the Commission regarding the Community Oriented Policing Services (COPS Hiring Grant). Ms. Walker stated that they were waiting on an Agreement from the Pike Road Public School. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Contract with the Alabama Department of Corrections to house state inmates at the County Detention Facility. Commissioner Harris requested to review the Contract.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT HOLLY LEVERETTE

Director of Risk Management Holly Leverette briefed the Commission regarding an Award of Request for Proposal (RFP) and related Contract to Millennium Risk Managers concerning Third-Party Claims Administrator for Management of Workers Compensation Claims. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham expressed his concern regarding Sheriff Deputies who are injured in the line of duty and are placed on Workers Compensation. He stated that their salaries are being cut one-third while on Workers Compensation and their families suffer financially. Sheriff Cunningham noted that he would be taking his concern to the legislature this year. Commissioner Harris stated that Workers Compensation is purely statutory and that he would support the Sheriff on this issue.

PRESENTATION BY EXECUTIVE DIRECTOR PHIL BRYANT WITH COMMUNITY CORRECTIONS

Executive Director Phil Bryant briefed the Commission regarding an unbudgeted Position Fill Request for a Community Corrections Officer. He stated that the position would allow Community Corrections to be fully staffed during the absence of an employee who is currently on military leave.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that the IT department recently performed a security test as part of a training program for County personnel with email accounts. He stated that the results were very alarming and pointed out the need for additional security training for employees. The Commission agreed.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake informed the Commission that the County funded and Rebuild Alabama Act funded road resurfacing project for FY 2020 is scheduled for a February 19, 2020, bid opening date.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

PRESENTATION BY EXECUTIVE VICE PRESIDENT ERIN BEASLEY AND DIRECTOR OF RODEO PROGRAMS LAUREN WILSON WITH THE ALABAMA CATTLEMEN'S ASSOCIATION

Executive Director Erin Beasley with the Alabama Cattlemen's Association thanked the Commission for their past support of the Southeast Livestock Expedition (SLE) Rodeo. Ms. Beasley introduced the Director of Rodeo Programs Lauren Wilson and discussed details of the upcoming rodeo. Ms. Beasley requested support from the Commission for the 2020 SLE Rodeo.

PRESENTATION BY EXECUTIVE DIRECTOR THOMAS RAINS WITH THE JUDGE FRANK M. JOHNSON, JR. INSTITUTE

Executive Director Thomas Rains with The Judge Frank M. Johnson, Jr. Institute briefed the Commission regarding the organization and requested \$100,000. Commissioner Singleton requested a copy of their budget. Commissioner Sankey inquired as to whether the City has appropriated funds. Mr. Rains stated that the City has appropriated \$50,000 and offered in-kind services. No action was taken by the Commission.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen informed the Commission that Founder and Director Michelle Browder with I Am More Than needed to postpone her meeting with them until February 11, 2020. The Commission agreed.

Interim Administrator Cauthen presented a proposed Memorandum of Understanding with the City of Montgomery regarding subsidizing the Fairview Farmer's Market. She stated that in 2018, the Commission contributed \$10,000. After discussion, the Commission asked Interim Administrator Cauthen to research prior funding from the County and other funding for the Farmer's Market.

Interim Administrator Cauthen noted that the terms of Carolyn Millender and Commissioner Harris have expired as Board Members of the Montgomery County Community Punishment and Corrections Authority. The Commission agreed to discuss these reappointments at the next meeting.

COMMENTS FROM GENERAL SERVICES DIRECTOR LAMAR ALLEN

General Services Director Lamar Allen informed the Commission that construction started in the Courthouse on January 27, 2020. He noted that the contractors would be working on demolition in the basement at night. Mr. Allen stated that the kitchen renovation project in the old jail is finished. Mr. Allen noted that a meeting with the architect is scheduled for January 29, 2020 regarding renovation of the Perry Street parking deck and estimated that it would take approximately one year for the project to be completed.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen noted that bids were opened today regarding janitorial services. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Singleton stated that he has received feedback concerning the Tuesday afternoon Commission meetings interfering with the School Board meetings. Commissioner Harris stated that he has received feedback that they are interfering with the Housing Authority meetings.

Vice Chairman Walker stated that an ad valorem information meeting would be held Friday, January 31, 2020 at 9:00 a.m. at the Montgomery Area Chamber of Commerce.

Vice Chairman Walker informed her fellow Commissioners that the Blue-Gray National Collegiate Tennis Classic, Inc., is requesting \$10,000 for the 2020 event. After discussion, the Commission agreed to appropriate \$8,000 from their joint designated revenue account in 2020.

Vice Chairman Walker requested a \$2,000 miscellaneous appropriation to the Tennis Classic from her designated revenue account. The Commission agreed to place this item on the next agenda.

Commissioner Singleton briefed his fellow Commissioners regarding a funding request from the Montgomery Sunrise Foundation, Inc. After discussion, the Commission agreed to appropriate \$1,500 from their joint designated revenue account in 2020.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Commissioner Doug Singleton.

The Pledge of Allegiance was led by Commissioner Dan Harris.

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

COMMENTS BY ATTENDEES

President and Executive Director of the Alabama Baseball Coaches Association Barry Dean said good afternoon to everyone and requested a \$4,500 appropriation from the Montgomery County Commission to support the association with various historical events it will sponsor beginning in May and throughout the summer. Mr. Dean passed out information describing the upcoming events and stated that the organization does a lot to give back to the community.

Commissioner Singleton asked Mr. Barry Dean to submit a budget to the County Commission Office. Chairman Elton Dean asked Mr. Barry Dean what the Commission donated last year, and he answered that Vice Chairman Walker donated \$3000.00 and Commissioner Singleton donated \$1,200.00.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of January 14, 2020. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Interim County Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Interim County Administrator Cauthen. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 8, are attached to these Minutes.)

PUBLIC HEARING

PUBLIC HEARING REGARDING ALCOHOL LICENSE APPLICATION FOR OFF PREMISES RETAIL BEER AND TABLE WINE TO APPLICANT 31 MARKET, INC., FOR DOUBLE B CONVENIENCE STORE LOCATED AT 18354 US HIGHWAY 31, HOPE HULL, ALABAMA 36043

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Alcohol License. No one spoke and Chairman Dean then declared the Public Hearing Closed.

NEW BUSINESS

COUNTY COMMISSION – APPROVED ALCOHOL LICENSE APPLICATION FOR OFF PREMISES RETAIL BEER AND TABLE WINE TO APPLICANT 31 MARKET, INC., FOR DOUBLE B CONVENIENCE STORE LOCATED AT 18354 US HIGHWAY 31, HOPE HULL, ALABAMA 36043

Commissioner Singleton made a motion to approve the Alcohol License Application for Off Premises Retail Beer and Table Wine to Applicant 31 Market, Inc., for Double B Convenience Store located at 18354 US Highway 31, Hope Hull, Alabama 36043. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda, Alcohol License Permit Application and Permit Approval Notice, Agenda Pages 1-1 through 1-6, are attached to these Minutes.)

PERSONNEL BOARD – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve Appointment of Brandon Price-Crum to replace J.C. Love as a board member of the Montgomery City/County Personnel Board, for a term expiring October 1, 2022. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Sankey made a motion to approve Board Member Appointment of Hubert Dixon as a member of the Montgomery County Community Punishment and Corrections Authority for a term ending December 1, 2021. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED SALE OF A SURPLUS VEHICLE TO BULLOCK COUNTY SHERIFF'S OFFICE AT A PRICE TO BE NEGOTIATED BY SHERIFF CUNNINGHAM

Commissioner Harris made a motion to approve the Sale of a Surplus Vehicle to Bullock County Sheriff's Office at a Price to be Negotiated by Sheriff Cunningham. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SCOPE OF WORK DOWNTOWN ENVIRONMENTAL ALLIANCE 2020 MONITORING AND POST-RAR ACTIVITIES FOR THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT

Commissioner Harris made a motion to approve Scope of Work Downtown Environmental Alliance 2020 Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Attachments, Agenda Pages 5-1 through 5-13, are attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED RENEWAL AGREEMENT WITH DON H. PAYNE REGARDING EXTERNAL COLLECTION SERVICES

Commissioner Harris made a motion to approve Renewal Agreement with Don H. Payne regarding External Collection Services. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 6-1 through 6-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH GALLS, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 7, 2020 AND ENDING APRIL 6, 2020 FOR SHERIFF'S OFFICE UNIFORM ITEMS 1-21, 23-27, 30, 57, AND 58, CONTRACT NUMBER 52110-17B-008

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Galls, LLC regarding a Sixty (60) Day Extension, Beginning February 7, 2020 and Ending April 6, 2020 for Sheriff's Office Uniform Items 1-21, 23-27, 30, 57, and 58, Contract Number 52110-17B-008. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH MAC UNIFORMS REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 7, 2020 AND ENDING APRIL 6, 2020 FOR SHERIFF'S OFFICE UNIFORM ITEMS 22, 28, 39, AND 37-58, CONTRACT NUMBER 52110-17B-008

Commissioner Sankey made a motion to approve Amendment Number 4 to Contract with MAC Uniforms regarding a Sixty (60) Day Extension, Beginning February 7, 2020 and Ending April 6, 2020 for Sheriff's Office Uniform Items 22, 28, 39, and 37-58, Contract Number 52110-17B-008. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 MEMBERSHIP DUES IN THE AMOUNT OF \$175 TO LEADERSHIP ALABAMA FOR COMMISSIONER DANIEL HARRIS, JR.

Commissioner Singleton made a motion to approve 2019 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker, Commissioner Sankey and Commissioner Singleton voted in favor of the motion. Commissioner Harris abstained from the vote and the motion carried. (Copy of Invoice, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2020 COUNTY EMPLOYEE BLOOD DRIVES

Commissioner Singleton made a motion to approve the 2020 County Employee Blood Drives. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT WITH TOM HALL REGARDING 1.94 ACRES OF PROPERTY LOCATED AT THE MONTGOMERY COUNTY ACTIVITY CENTER IN GRADY, ALABAMA, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

Commissioner Singleton made a motion to approve the Purchase and Sale Agreement with Tom Hall regarding 1.94 Acres of Property located at the Montgomery County Activity Center in

Grady, Alabama, Subject to Review by the County Attorney. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Purchase and Sale Agreement, and Attorney Gallion's Opinion, Agenda Pages 11-1 through 11-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Interim Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the January 28, 2020 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Interim Administrator Cauthen requested approval of the miscellaneous appropriations to education included in the January 28, 2020 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests included in the January 28, 2020 Agenda. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Interim Administrator Cauthen requested approval of the miscellaneous appropriations to designated revenue included in the January 28, 2020 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests included in the January 28, 2020 Agenda. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO ACME SUPPLY COMPANY, LTD FOR INMATE UNIFORMS, BID NUMBER 52200-20B-006

Commissioner Harris made a motion to approve Bid Award to Acme Supply Company, LTD for Inmate Uniforms, Bid Number 52200-20B-006. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 15-1 through 15-7, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED BID AWARD TO MONTGOMERY ARMORED CAR SERVICE, INC., FOR ARMORED CAR SERVICE, BID NUMBER 51100-20B-008

Commissioner Harris made a motion to approve Bid Award to Montgomery Armored Car Service, Inc., for Armored Car Service, Bid Number 51100-20B-008. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 16-1 through 16-8, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Detention Facility. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSED REVISED PAY PLAN FOR RETIREMENT SYSTEMS OF ALABAMA (RSA) RETIRED EMPLOYEES

Commissioner Singleton made a motion to approve the Proposed Revised Pay Plan for Retirement Systems of Alabama (RSA) Retired Employees. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Pay Plan, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED A TWO-STEP IRREGULAR PAY INCREASE FOR ADMINISTRATIVE ASSISTANT LISA CRENSHAW FROM PAY GRADE A05 STEP 5 (\$36,880) TO STEP 7 (\$39,162) AND A TWO-STEP IRREGULAR PAY INCREASE FOR PAYROLL CLERK MEK ABEBE FROM PAY GRADE A04 STEP 5 (\$32,826) TO STEP 7 (\$34,857)

Commissioner Sankey made a motion to approve a Two-Step Irregular Pay Increase for Administrative Assistant Lisa Crenshaw from Pay Grade A05 Step 5 (\$36,880) to Step 7 (\$39,162) and a Two-Step Irregular Pay Increase for Payroll Clerk Mek Abebe from Pay Grade A04 Step 5 (\$32,826) to Step 7 (\$34,857). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 19-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Officer, Position Number 300359009

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 20-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (2)

1. Corrections Officer Trainee, Position Number 500419077
2. Corrections Officer Trainee, Position Number 500419211

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (11)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-------------------------------|
| 1. Sheriff's Office | Request Number 11 |
| 2. Detention Facility | Request Numbers 3 and 4 |
| 3. Risk Management | Request Numbers 3 and 4 |
| 4. Engineering Department | Request Numbers 5, 6, 7 and 8 |
| 5. Community Corrections | Request Numbers 5 and 6 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 22-1 through 22-11, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton had no comment.

Commissioner Sankey said good afternoon to everyone. He said the Commission changed the dates and times of the meetings for a three-month trial to be more convenient for the citizens. He encouraged everyone to tell their friends and encourage them to attend the meetings.

Vice Chairman Walker congratulated Montgomery County Sheriff Derrick Cunningham for being elected President of the Alabama Sheriff's Association.

Chairman Dean thanked everyone for attending the meeting.

Commissioner Harris said good evening to everyone. He said he was a guest on WSFA-TV on Monday and encouraged everyone to attend the Montgomery County Commission Meeting. Commissioner Harris said he guesses no one was listening, but the Commission will continue to try and get out the word about the afternoon meetings. He also congratulated Sheriff Cunningham for being selected the president of the Sheriff's Association.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on January 28, 2020, at 5:20 p.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-3-20

Check Number	To	Check Number
291016		291038
Total Checks Paid		\$93,856.98

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-3-20

Check Number	To	Check Number
291039		291094
Total Checks Paid		\$259,850.46

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-10-20

Check Number	To	Check Number
291095		291156
Total Checks Paid		\$231,157.40

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-10-20

Check Number	To	Check Number
291157		291247
Total Checks Paid		\$961,812.02

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-17-20

Check Number	To	Check Number
291248		291294
Total Checks Paid		\$755,008.02

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-17-20

Check Number	To	Check Number
291295		291348
Total Checks Paid		\$1,126,101.41

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

JAN 28 2020

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/3/20

Payroll Check Number	133566	To	Payroll Check Number	133627	\$	47,984.91
Direct Deposits					\$	893,870.73
Payroll Check Number	133628	To	Payroll Check Number	133649	\$	52,896.84
Direct Deposits					\$	610,164.40
Federal Deposits					\$	305,769.96
Total Payroll Paid					\$	1,910,686.84

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

MONTGOMERY COUNTY COMMISSION

JAN 28 2020

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/17/20

Payroll Check Number	133650	To	Payroll Check Number	133716	\$	124,922.14
Direct Deposits					\$	872,820.75
Payroll Check Number	133717	To	Payroll Check Number	133737	\$	52,222.67
Direct Deposits					\$	627,256.66
Federal Deposits					\$	347,431.26
Total Payroll Paid					\$	2,024,653.48

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JAN 28 2020

Kevin J. Murphy
CHIEF DEPUTY

January 9, 2020

MEMORANDUM

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

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

Please place this matter on the next agenda.

Thank you!

DC/crv

encls.

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

OFFICE 334.832.4980
FAX 334.832.7113

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0900

1-1

Montgomery County Sheriff's Office
Retail Liquor License Application

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191122143113858

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00
 Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00
 Trade Name: **DOUBLE B CONVENIENCE STORE** Filing Fee: \$100.00
 Applicant: **31 MARKET INC** Transfer Fee:
 Location Address: 18354 US HIGHWAY 31 HOPE HULL, AL 36043
 Mailing Address: 18354 US HIGHWAY 31 HOPE HULL, AL 36043
 County: MONTGOMERY Tobacco sales: YES Tobacco Vending Machines: 0
 Type Ownership: CORPORATION

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

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

County Incorporated: MONTGOMERY

Date of Authority: 12/1/2019

Alabama State Sales Tax ID: R010083925

Federal Tax ID: 84-2500296

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

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MD ANWAR SHADAD
 Business Phone: 334-538-4990
 Fax:

Home Phone: 334-538-4990
 Cell Phone:
 E-mail: JOYCEEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

1-3



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20191122143113858



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

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

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

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

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191122143113858

Initial each

Signature page

☐ 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): Alesin Miller

Notary Signature:

Commission expires: 4/29/2020

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

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 Convenience Store

ADDRESS: 18354 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. January 28 , 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, Acting County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: January 21, 2020

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME

JAN 28 2020

ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR



Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

January 23, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery City/County Personnel Board

The Montgomery County Commission, at its meeting on January 14, 2020, agreed to place on the next agenda the appointment of Brandon Price-Crum to replace J.C. Love as a board member of the Montgomery City/County Personnel Board, for a term expiring October 1, 2022.

I am requesting approval of this appointment.

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 334.832.2533 • TDD 334.265.3568

Personnel Board, City-County

Members:

Term Expires:

J.C. Love	(County)	10/1/2022
Johnny Baker, (Chairman)	(Courts)	10/1/2023
Benita Froemming	(City)	10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years

JAN 28 2020

ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR



Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

January 23, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointment

The Montgomery County Commission, at its meeting on January 14, 2020, agreed to place on the next agenda the appointment of Hubert Dixon as a member of the Montgomery County Community Punishment & Corrections Authority for a term ending December 1, 2021.

I am requesting approval of this appointment

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 334.832.2533 • TDD 334.265.3568

Montgomery County Community Punishment & Corrections Authority

Members:	Term Expires:		
Robert E. L. (Bobo) Gilpin	12/1/2021		
Carolyn Millender	12/1/2019		
Daniel Harris, Jr.	12/1/2019		
Frank Brown, Chairman	12/1/2021		
James E. Williams	12/1/2021		
Perry O. Hooper, Jr.	12/1/2021		
Larry Edward Spencer	12/1/2018		
District Attorney Daryl Bailey	12/1/2022		
Sheriff Derrick Cunningham	12/1/2022		
		Sheriff	4 year term
		District Attorney	6 year term
		All others	3 year term



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JAN 28 2020

KEVIN J. MURPHY
CHIEF DEPUTY

MEMORANDUM

TO : Florence Cauthen
Deputy Administrator

FROM : Derrick Cunningham
Sheriff

DATE : December 30, 2019

SUBJECT : Purchase of Surplus Vehicle

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

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

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

4-1

Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

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

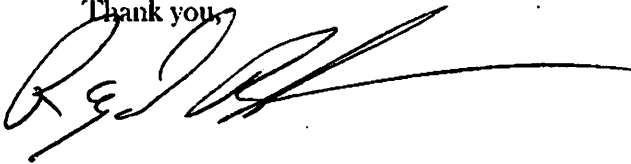
December 18, 2019

TO: Montgomery County Commission

FROM: Sheriff Raymond Rodgers

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

Thank you,

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

Sheriff Raymond Rodgers

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

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



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

ENGINEERING DEPARTMENT

AGENDA

JAN 28 2020

December 18, 2019

MEMORANDUM

TO: Florence M. Cauthen
Deputy Administrator

FROM: George C. Speake
County Engineer

George C. Speake
12/18/2019

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

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

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

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

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

GCS/gcs

Attachment

cc; File

5-1

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

December 13, 2019

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

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

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

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

Task 1: 2020 Groundwater Monitoring Activities

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

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

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

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

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

For estimating purposes, CH2M assumes the following:

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

Task 2: Institutional Controls Notification Letters

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

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

Task 3: Institutional Controls Random Inspections and Interviews

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

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

Task 4: General Environmental Covenant Management

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

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

Task 5: Prepare Draft and Final Remedial Action Progress Report

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

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

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

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

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

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

Task 6: Meeting Facilitation and Coordination Support

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

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

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

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

Task 7: Community Involvement and COG Support

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

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

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

Project Cost Estimate

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

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

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

S-6

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

Schedule

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

2020 GWM and Post-RAR Cost Breakdown
December 2019

2020 Total Cost \$121,400.00

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

Alliance Steering Committee Endorsement for CH2M 2020 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated December 13, 2019) for CH2M 2020 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (not-to-exceed \$121,400) and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Alliance Steering Committee Endorsement for CH2M 2020 Groundwater Monitoring and Post-RAR Activities for the
 Downtown Environmental Assessment Project

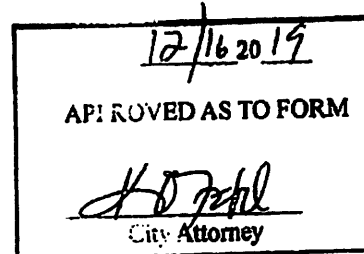
Member: City of Montgomery

Signed:  RAM

Print Name: Steven L. Reed

Title: Mayor

Date: 12/19/19



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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Community College System

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

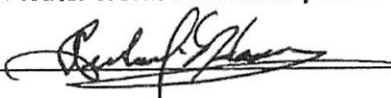
Signed: _____

Print Name: _____

Title: _____

Date: _____

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

Signed:  _____

Print Name: Richard E. Hanan

Title: Chairman

Date: 2 Jan 2020

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed:  _____

Print Name: Alison K. Engel

Title: Chief Financial Officer

Date: 1/14/2020

CH2M HILL'S OFFICE ADDRESS 4121 Carmichael Road, Suite 400; Montgomery, AL 36106
CH2M HILL'S PROJECT NO.: 666378
PROJECT NAME: 2020 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project
CLIENT: City of Montgomery
CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

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

Scope of Services

See attached Scope of Work dated December 13, 2019.

Compensation

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

Schedule

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

Other Terms

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

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

CLIENT:

Signature

Name (printed)

Title

Date

Steven L. Reed
Steven L. Reed
Mayor
12/19/19

CH2M HILL ENGINEERS, INC.:

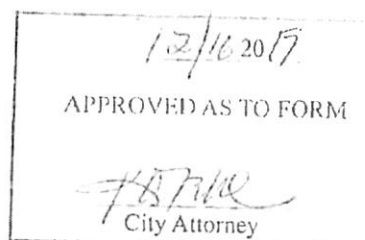
Signature

Name (printed)

Title

Date

Josh Lawson
Josh Lawson
Manager of Projects
12/13/19



PROVISIONS

1. Authorization to Proceed

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

2. Salary Costs

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

3. Per Diem Rates

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

4. Subcontracts and Direct Expenses

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

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

5. Cost Opinions

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

6. Standard of Care

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

7. Termination

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

8. Payment to CH2M HILL

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

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

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

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

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

10. Severability and Survival

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

11. No Third Party Beneficiaries

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

12. Materials and Samples

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

13. Assignments

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

14. Integration

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

15. Force Majeure

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

16. Dispute Resolution

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

17. Changes

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

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

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

AGENDA

JAN 28 2020

MONTGOMERY COUNTY COMMISSION

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

MEMORANDUM

DATE: January 7, 2020

TO: Sherrill Thomas, Finance Director

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

RE: Renewal of External Collection Services Agreement

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

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

tah/attachments

6-1

AGREEMENT

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

WITNESSETH:

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

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

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

1. Services/Scope.

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

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

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

Conditions of Work.

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

2. Fee for Services.

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

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

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

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

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

6. Initial Dispute Resolution

If a dispute arises out of or relates to the AGREEMENT between the EXTERNAL COLLECTOR and the County, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

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

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

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

MONTGOMERY COUNTY COMMISSION

DON H. PAYNE

By: _____
Elton N. Dean, Sr.

By: _____
Don H. Payne

Title: Chairman

Date: _____

Date: _____

JAN 28 2020

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer

Date: January 6, 2020

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

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

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

All provisions of the contract shall remain the same.

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

•

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 3

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

All provisions of the contract remain the same.

WITNESS:

GALLS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 28 2020

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer

Date: January 6, 2020

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

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

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

All provisions of the contract shall remain the same.

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

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 4

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

All provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JAN 28 2020



LEADERSHIP
ALABAMA

November 22, 2019

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

2019 MEMBERSHIP DUES AND CONTRIBUTION

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

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

Thank you for supporting Leadership Alabama!

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

Did your email address change? Please let us know!

New Email Address

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

JAN 28 2020

Florence M. Cauthen
DEPUTY ADMINISTRATOR

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



January 7, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *fmc*
Deputy Administrator

SUBJECT: 2020 County Employee Blood Drives

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

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

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

FMC/tll

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JAN 28 2020

January 23, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Interim County Administrator

SUBJECT: Purchase and Sale Agreement for Montgomery County Activity Center Property

The Montgomery County Commission, at its meeting on December 2, 2019, agreed to place on a future agenda a Purchase and Sale Agreement with adjoining landowner, Tom Hall, for 1.94 acres of land located at the Montgomery County Activity Center. The sales price is \$3,500 per acre, which results in a total sales price of \$6,790.

I am requesting approval of this Purchase and Sale Agreement.

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 334.832.2533 • TDD 334.265.3568

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between the Montgomery County Commission, a governmental entity (hereinafter referred to as "Seller"), and Tom Hall (hereinafter referred to as "Buyer");

WITNESSETH:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof; that certain real property initially described as follows:

A. Approximately 1.94, acres, more or less, lying and being situated in Montgomery County, Alabama, as depicted on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Property"), together with all improvements thereon, appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof and easement for access. An exact legal description will be obtained by survey to be performed by Flowers & White Engineering, L.L.C., with each party paying one-half (1/2) of the cost thereof.

2. PURCHASE PRICE. The Total "Purchase Price" of the Property (\$3,500 per acre) shall be Six Thousand Seven Hundred Ninety and No/100 (\$6,790) Dollars. The Purchase Price shall be payable as follows:

(a) The sum of Five Hundred and No/100 Dollars (\$500.00) initial Earnest Money (the "Earnest Money"), to be deposited with Crum, Ellis & Associates, PC (the "Escrow Agent"), within three (3) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing herein provided by cashier's check or cash on the day of Closing. The Earnest Money shall be paid to Seller at Closing and credited against the Purchase Price.

IN THE EVENT THE EARNEST MONEY IS NOT PAID AS PROVIDED HEREIN, THIS AGREEMENT SHALL IMMEDIATELY BECOME NULL AND VOID AT THE OPTION OF SELLER.

(c) The Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in escrow pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to either party regarding the subject matter of this Agreement and does not warrant or guarantee performance of any

covenant, agreement, representation or warranty of any party to this Agreement. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account established by the Escrow Agent and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, in accordance with Alabama Real Estate License Law Rule: 790.X-3-03(4) and (5), shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as art administration fee on account thereof. Seller, at Seller's option, may cancel this Agreement if any check representing Earnest Money is rejected by the financial institution.

3. INSPECTION PERIOD.

(a) Buyer shall have a period of one hundred eighty (180) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. Seller shall deliver within seven (7) business days after the Effective Date an abstract of title to the Property updated to current date. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, governmental land use approvals, permits and licenses with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing (the "Termination Notice") and, in such event, the Earnest Money shall be refunded to Buyer, and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, it shall be deemed accepted and the Earnest Money shall become nonrefundable though applicable to the Purchase price and the parties hereto shall proceed to close this sale as set forth herein; and

(b) The parties hereto agree and acknowledge that Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property in its then "AS IS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the Deed) and the Buyer hereby releases and discharges the Seller and its agent; servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in or under the Property or any buildings or improvements thereon.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, license; site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals to Buyer at Closing, provided such permits, licenses, approval and plans are assignable.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement or the Closing as the case may be.

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before fifteen (15) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed") conveying a good and merchantable, indefeasible fee simple title in and to the Property, together with a permanent non-exclusive ingress/egress easement, subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey, and taxes and assessments hereafter becoming due against said Property. The description used in the Deed shall be one and the same and shall coincide with the legal description set forth on survey of Property to be performed by Flowers & White Engineering, L.L.C. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust and one-half (1/2) of all costs associated with this transaction. Buyer shall pay one-half (1/2) of all costs

associated with this transaction. Ad valorem taxes shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FLRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

8. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy, the right to declare the entire Earnest Money forfeited to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may (i) declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money, or (ii) Buyer shall be permitted to seek the remedy of specific performance against Seller. In no event shall Buyer be entitled to sue Seller for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

9. ASSIGNMENT. This Agreement may NOT be assigned by Buyer.

10. ENVIRONMENTAL CONCERNS Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph I herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified by EPA, ADEM or other similar agency with regard to the Property. Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto within ten (10) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THE SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER. NOW OR HEREFTER ARISING FROM OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof nor does Seller have any knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire any other portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

12. NOTICES. Any notice permitted, or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:
Montgomery County Commission
Attention: County Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

Buyer.:
Mr. Tom Hall
1060 Hobbie Road
Montgomery, AL 36105

13. NO WASTE. Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or the cutting or severing of any growth or timber on the Property, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, except as referred to in paragraph 11, nor consent to any zoning, rezoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

14. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

(i) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property and the Property does not comprise the homestead of either Seller or their respective spouses.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, except as set forth in paragraph 11, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that has not been satisfactorily made.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and obtain a refund of the Earnest Money, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may

affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

15. AGENCY DISCLOSURE AND BROKERS: Each party represents and warrants to the other that no real estate or other commission or fees are due in connection with the sale contemplated by this Agreement. Each party indemnifies the other for any costs or liability resulting from said party's contract with any broker other than as specified herein.

16. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

17. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

WITNESS:

SELLER:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr., Chairman

Date Executed: _____

WITNESS

BUYER:

TOM HALL

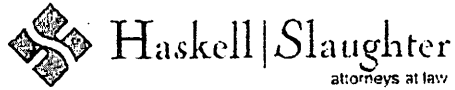
Date Executed: _____

EXHIBIT "A"

Legal description to be determined by survey.

[illegible]

January 28, 2020 - Minutes of Regular Meeting
Montgomery County Commission



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

MEMORANDUM

January 23, 2020

T T G

To: Florence Cauthen, Deputy Administrator
From: Thomas T. Gallion, III
Re: Request for Opinion – Sale of MCAC Property

I have reviewed the memorandum dated January 22, 2020 and the enclosed documents including the Purchase/Sales Agreement between the MCC and Tom Hall.

The contract is legal and binding as to the terms contained therein. In the past the MCC has sold small pieces of property in this manner if it was sold for fair market value. This 1.94 acres is of no use to the County and probably of no use to anyone else other than Mr. Hall.

I talked with Clay Henley, the County Appraiser and he has gone out and inspected the property and agrees with the fact that the property is of no use to the County and probably of no use to anyone else but Mr. Hall. The question remains is the sale of the property for \$3,500 per acre a fair market price. He states that the property in that location appears to be a fair price. Clay is sending me an email to back up his assessment of the value.

I, therefore, opine that MCC can sell the 1.94 acres for \$3,500 to Mr. Hall.

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

JAN 28 2020

JAN 28 2020

[illegible]

John McCr 2/5/2020

Interim Administrator

Date _____

JAN 28 2020

Theresa M. Cummings 2/5/2020

JAN 28 2020

Norm McCan 2/5/2020

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer 

DATE: December 26, 2019

RE: Invitation to Bid No. 52200-20B-006
Inmate Uniforms

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

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

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

Attachment



Purchasing Department Montgomery County Commission

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

Notes: All bidders only quoted imported uniforms.

15.2

January 28, 2020 - Minutes of Regular Meeting
Montgomery County Commission

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52200-20B-006 Inmate Uniforms

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January 28, 2020 - Minutes of Regular Meeting
Montgomery County Commission

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STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-20B-006

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

WITNESSETH

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

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

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

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

8. Acme Supply Company, LTD agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Acme Supply Company, LTD, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Acme Supply Company, LTD, its employees, agents and officers. Acme Supply Company, LTD agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense. Acme Supply Company, LTD also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

WITNESS:

ACME SUPPLY COMPANY, LTD

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 28 2020

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer *K*

DATE: December 26, 2019

RE: Invitation to Bid No. 51100-20B-008
Armored Car Service

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

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

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

Attachment

[Small handwritten mark]

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51100-20B-008 Armored Car Service

MONTGOMERY ARMORED CAR SERVICE, INC.

1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

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

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

NOW THEREFORE, the Corporation agrees as follows:

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

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

7. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the specified days of each week and deliver such to the Customer's designated consignee.
8. That the Corporation, agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claim, liens not limited to, the amounts of judgements, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Corporation, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The Corporation. agrees to investigate, handle respond to, provide defense for and defend any such claims, demands, or suits at its sole expense. The Corporation also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

The Customer agrees as follows:

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

container, prior to receipt by the Corporation.

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

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

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

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

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

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

Probate Office East

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

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

Depositing Financial Institution:

Montgomery County Tax & Audit:	Regions Bank 201 Monroe Street Montgomery, AL 36104
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Montgomery County Probate Offices:	Synovus Bank 4121 Carmichael Road Montgomery, AL 36106
------------------------------------	--

10. The total maximum liability is to be \$ 175,000.00 per any one shipment.

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

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

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

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

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

Customer:

Montgomery County Commission

101 South Lawrence Street
Montgomery, AL 36104

Corporation:

Montgomery Armored Car Service, Inc.

1701 Ridgeway West
Montgomery, AL 36110

BY: _____

Title

BY: _____

Title

Special Instructions, if any:

Holidays Observed:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

AGENDA

Request Number: 1

COUNTY COMMISSION APPROVAL: _____

Administrator Date

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING



27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675

AGENDA

JAN 28 2020

MEMORANDUM

January 8, 2020

TO: Montgomery County Commissioners

FR: Carmen Douglas, Personnel Director 

RE: Retired RSA Employees Pay

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

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

Thank you for your consideration.

Retired RSA Employee Pay Plan

Current – County Pay Plan

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

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

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

Proposed – County & City Pay Plan

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

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

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

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JAN 28 2020

KEVIN J. MURPHY
CHIEF DEPUTY

REVISED

MEMORANDUM

TO : Elton Dean
Chairman

FROM : Derrick Cunningham
Sheriff

DATE : January 6, 2020

SUBJECT : Pay Increase for Human Resources Personnel

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

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

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

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

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

19-1

JAN 28 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
 DEPARTMENT HEAD: Phil Bryant, Executive Director
 SUPERVISOR: Frank Brown, Chair MCCCCP Board

POSITION INFORMATION:

Position Title Community Corrections Officer
 Position Number 300359009
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date 2/3/2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant Date 1-13-2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 1/15/2020
 Employee Benefit Manager

Sherrill Thomas Date 1/16/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln Date 1/16/2020
Acting County Administrator

JAN 28 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419077(Replace B Chukwuma)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date February 10, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date January 22, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date January 22, 2020

Sherrill Thomas

Finance Director

Date 1/23/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln

Interim County Administrator

Date 1/23/2020

JAN 28 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419211(Replace A Pitts)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date 1/27/20
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/13/20
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/13/2020
 Employee Benefit Manager

Sherrill Thomas Date 1/14/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln Date 1/14/2020
Acting County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JAN 28 2020

Date: January 16, 2020
To: Montgomery County Commission
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: New Orleans, Louisiana
Departure Date: July 18, 2020 Return Date: July 22, 2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend FBINAA National Annual Training Conference

Traveler (s) Name: 1. Wesley Richerson 4. Robert Irsik
2. George Beaudry 5. Kevin Murphy
3. Leigh Persky 6. _____

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

Total (est.) Cost: \$4,000.00 Advance Registration Required: \$2,875.00
Department Name: Montgomery Co. Sheriff's Office Fund Name: 001-52110.265
Additional Comments: ****hotel expenses will be paid from the Sheriff's Fund****
749-52110.499
fuel, registration, per diem (meals) included on this travel request only

To: Sheriff Derrick Cunningham
From: Montgomery County Commission
The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$4,000.00 and advance registration of \$2,875.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$21,595.00</u>
Budget Available:	<u>\$18,405.00</u>
Current Requests:	<u>\$4,000.00</u>
Budget Balance:	<u>\$14,405.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

22-1

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JAN 28 2020

Date: 1/17/20
To: Montgomery County Commission
From: Colonel Sonja Pritchett
Re: Approval for the following travel:

Destination: Cullman AL
Departure Date: February 13, 2020 Return Date: February 13, 2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama Sheriff's Association - 1st Quarter AJAC Training Seminar

Traveler (s) Name: 1. Sonja Pritchett 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: _____
Department Name: Detention Facility Fund Name: General
Additional Comments: _____

To: Colonel Sonja Pritchett
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$9,585.00</u>
Budget Available:	<u>\$20,415.00</u>
Current Requests:	<u>\$50.00</u>
Budget Balance:	<u>\$20,365.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/21/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

JAN 28 2020

Date: 1/17/20
To: Montgomery County Commission
From: Colonel Sonja Pritchett
Re: Approval for the following travel:

Destination: Bedford, MA
Departure Date: March 22, 2020 Return Date: March 25, 2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: National Institute of Corrections 30th Anniversary Meeting

Traveler (s) Name: 1. Sonja Pritchett 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$824.00 Advance Registration Required: _____
Department Name: Detention Facility Fund Name: General
Additional Comments: _____

To: Colonel Sonja Pritchett
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$824.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$9,585.00</u>
Budget Available:	<u>\$20,415.00</u>
Current Requests:	<u>\$874.00</u>
Budget Balance:	<u>\$19,541.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

22-3

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JAN 28 2020

Date: 01/17/2020
To: Montgomery County Commission
From: Holly Leverette
Re: Approval for the following travel:

Destination: Nashville, Tenn
Departure Date: March 1, 2020 Return Date: March 3, 2020
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend a healthcare education and cost reduction forum presented by Alliance

Traveler (s) Name: 1. Holly Leverette 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$350.00 Advance Registration Required: \$0.00
Department Name: Risk Management Fund Name: Liability

Additional Comments: _____

To: Holly Leverette
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$350.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265 (ex: 000-00000-000)</u>
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$12,000.00</u>
Approved Requests:	<u>\$946.72</u>
Budget Available:	<u>\$11,053.28</u>
Current Requests:	<u>\$350.00</u>
Budget Balance:	<u>\$10,703.28</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

22-4

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

JAN 28 2020

Date: 01/17/2020
To: Montgomery County Commission
From: Holly Leverette
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: April 8, 2020 Return Date: April 9, 2020
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend an ACCA Certification Course - Personnel Administration

Traveler (s) Name: 1. Holly Leverette 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$221.80 Advance Registration Required: \$185.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Registration \$185 Mileage \$36.80

To: Holly Leverette
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$221.80 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265 (ex: 000-00000-000)</u>
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$12,000.00</u>
Approved Requests:	<u>\$946.72</u>
Budget Available:	<u>\$11,053.28</u>
Current Requests:	<u>\$571.80</u>
Budget Balance:	<u>\$10,481.48</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

22-5

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

JAN 28 2020

Date: 1/10/2020
To: Montgomery County Commission
From: George Speake
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Pk Drive, Montgomery, Alabama
Departure Date: 03/11/2020 Return Date: 03/11/2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend "Financial Statements" seminar

Traveler (s) Name: 1. George Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.00 Advance Registration Required: \$99.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$99.00 and advance registration of \$99.99 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$4,148.00</u>
Budget Available:	<u>\$14,852.00</u>
Current Requests:	<u>\$119.00</u>
Budget Balance:	<u>\$14,733.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/13/2020
cc: Finance Director / Buyer

22-6

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 28 2020

Date: 1/10/2020
To: Montgomery County Commission
From: George Speake
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Pk Dr, Montgomery, Al
Departure Date: 4/14/2020 Return Date: 4/14/2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend "Managing Emotions Under Pressure" Seminar

Traveler (s) Name: 1. George Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.50 Advance Registration Required: \$99.50
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$99.50 and advance registration of \$99.50 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$4,148.00</u>
Budget Available:	<u>\$14,852.00</u>
Current Requests:	<u>\$218.50</u>
Budget Balance:	<u>\$14,633.50</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/13/2020
cc: Finance Director / Buyer

22-1

Montgomery County Commission
Travel / Training Request Approval

Request # 7

AGENDA

JAN 28 2020

Date: 1/10/2020
To: Montgomery County Commission
From: George Speake
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Pk Dr, Montgomery, Al
Departure Date: 5/5/2020 Return Date: 5/5/2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend "Leadership/Team Building" Seminar

Traveler (s) Name: 1. George Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.50 Advance Registration Required: \$99.50
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$99.50 and advance registration of \$99.50 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$4,148.00</u>
Budget Available:	<u>\$14,852.00</u>
Current Requests:	<u>\$318.00</u>
Budget Balance:	<u>\$14,534.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/13/2020
cc: Finance Director / Buyer

22-8

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

JAN 28 2020

Date: 1/22/2020
To: Montgomery County Commission
From: George Speake
Re: Approval for the following travel:

Destination: 500 Interstate Park Drive Suite 530, Montgomery, Alabama
Departure Date: 2/3/2020 Return Date: 2/3/2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend PSI Examination

Traveler (s) Name: 1. Josh Heath 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$96.00 Advance Registration Required: \$96.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$96.00 and advance registration of \$96.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$4,148.00</u>
Budget Available:	<u>\$14,852.00</u>
Current Requests:	<u>\$414.00</u>
Budget Balance:	<u>\$14,438.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/22/2020
cc: Finance Director / Buyer

22-9

Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA

JAN 28 2020

Date: January 14, 2020
To: Montgomery County Commission
From: Phil Bryant - Executive Director
Re: Approval for the following travel:

Destination: Perdido Beach Resort in Orange Beach AL
Departure Date: February 10, 2020 Return Date: February 12, 2020
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend 2020 Alabama Association of Drug Court Professionals Conference

Traveler (s) Name: 1. Shonda Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$458.74 Advance Registration Required: \$100.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments: _____

To: Phil Bryant - Executive Director
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$458.74 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$7,400.00</u>
Approved Requests:	<u>\$2,525.00</u>
Budget Available:	<u>\$4,875.00</u>
Current Requests:	<u>\$458.74</u>
Budget Balance:	<u>\$4,416.26</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

22-10

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA

JAN 28 2020

Date: January 17, 2020
To: Montgomery County Commission
From: Phil Bryant - Executive Director
Re: Approval for the following travel:

Destination: AUM Campus Rm 109 Godwyn Hall, Montgomery AL
Departure Date: January 24, 2020 Return Date: January 24, 2020
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend the Human Trafficking Training

Traveler (s) Name: 1. Michael Ligon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments: _____

To: Phil Bryant - Executive Director
From: Montgomery County Commission

The above request is app. 1/28/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

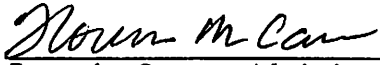
<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$7,400.00</u>	
Approved Requests:	<u>\$2,525.00</u>	
Budget Available:	<u>\$4,875.00</u>	
Current Requests:	<u>\$458.74</u>	
Budget Balance:	<u>\$4,416.26</u>	

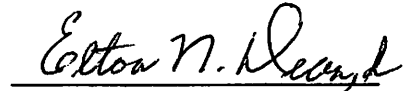
Montgomery County Commission

Reviewed by: S. Thomas
Date: 1/20/2020
cc: Finance Director / Buyer

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, February 11, 2020, at 4:00 in the afternoon.


Interim County Administrator


Chairman