

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the October 7, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, October 7, 2019, at the **Montgomery County Activity Center, 147 Old School House Road, Grady, Alabama. The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.**

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

1. County Commission Information Session Schedule for October 7, 2019

Waived Rules Item for Monday, October 7, 2019

2. Consider Authorization of Amendment Number 1 to Contract with Kellwell Food Management, Inc., regarding Converting to Option 1 on the Current Contract and with a Provision that Once the Operation in the Kitchen at the Montgomery County Detention Facility is back to Normal Use and Kellwell Food Management, Inc., is offered Inmate Labor, the Pricing will Revert Back to Option 3, Contract Number 52200-19B-010, Detention Facility
3. Consider Adoption of Resolution Declaring that the County is Committed to Partnering with the U.S. Census Bureau, County Commission
4. Consider Adoption of Resolution regarding the Assignment of a Partial Interest in an Option with Industrial Partners, L.L.C., to KOWA Pharmaceuticals America, Inc., concerning the Sale of 14.3 Acres of Land in the Montgomery Industrial Park, County Commission

A COUNTY OLDER THAN THE STATE

5. Consider Authorization of a Warranty Deed Selling 14.3 Acres of Land located in the Montgomery Industrial Park to KOWA Pharmaceuticals America, Inc., and Authorization for the following documents: Settlement Statement, Real Estate Sales Validation Form, and Commercial Real Estate Broker's Lien Certification, County Commission
6. Consider Authorization of Memorandum of Understanding with the Administrative Office of Courts regarding the Phase Out of County Commission Funding for County Employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office, County Commission

Items to Consider for the Monday, October 21, 2019 Montgomery County Commission Regular Meeting Agenda

7. Consider Authorization of Amendment Number 3 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension, beginning October 17, 2019 and ending on December 16, 2019 for Footwear, Sheriff's Office
8. Consider Authorization of Bid Award to Bob Barker Company for Section I and Section II regarding Hygiene Products, Bid Number 52110-19B-028, Detention Facility/Youth Facility
9. Consider Authorization of Bid Award to Twin Oaks Environmental regarding Metal Pipe, Bid Number 53000-19B-031, Engineering Department
10. Consider Authorization of Engagement/Contract of Appraisal Assignment with Valbridge Property Advisors to Perform an Independent Fee Appraisal for Property Located at 100 Capitol Commerce Boulevard in the Amount of \$4,600, Appraisal Department
11. Consider Authorization of Architectural Agreement with Barganier Davis Williams Architects Associated (Johnny Raines) regarding Renovation and Expansion of the Flatwood Community Center, County Commission
12. Consider Authorization of Deduct Change Order Number 1 from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package, County Commission
13. Consider Authorization of Final Invoice from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package, County Commission
14. Consider Adoption of Resolution Authorizing a Funding Agreement with the Montgomery County Community Cooperative District, County Commission
15. Consider Adoption of Resolution to Amend Pike Road Volunteer Fire Protection Authority Certificate of Incorporation, County Commission

16. Consider Adoption of Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 29, 2019, County Commission
17. Consider Adoption of Resolution Authorizing the County's Christmas Holiday Observance on Tuesday, December 24, 2019, County Commission
18. Consider Authorization of 2020 Membership Dues in the Amount of \$175 to Leadership Alabama for Vice Chairman Ronda M. Walker, County Commission
19. Consider Authorization of Payment of 2020 Membership Dues in the Amount of \$14,473 to the Association of County Commissions of Alabama (ACCA), County Commission **(Last year, the Dues were \$14,124)**
20. Consider Authorization of Payment of 2020 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen, County Commission **(The Dues are the same as last year)**
21. Consider Authorization of Payment to Invoice to the Central Alabama Sports Commission for the 2019 Guardian Credit Union FCS Kickoff Sponsorship in the Amount of \$40,000, County Commission Appropriations
22. Consider Authorization of Budget Change Request Numbers 1 and 2, County Commission Appropriations

Personnel Action Item

23. Consider Authorization of Allocation of a Risk Control Administrator – Part Time (RSA) and Related Position Fill Request, Risk Management

General Information

24. Copy of Memorandum from Sheriff Derrick Cunningham regarding an Alcohol License Application from Rancho El Paraiso, LLC
25. Copy of Letter from Sight Savers America (SSA) **requesting \$11,150** for the Program
26. Copy of Letter from the National Guard Bureau regarding a Draft Environmental Assessment (EA) and Draft Finding of No Significant Impact (FONSI) for Construction, Renovation, and Demolition of Facilities at the 187th Fighter Wing (187FW), Montgomery, Alabama
27. Copy of Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019

28. Copy of Letter from the Alabama Historical Commission regarding the Addition of **Mt. Olive Missionary Baptist Church, 3465 Old Selma Road, Montgomery**, to the Alabama Register of Landmarks and Heritage
29. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
30. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for October 2019

Future Appropriations from Designated Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
• Montgomery Symphony Orchestra – 2019-2020 Funding	\$ 20,000.00
• Alabama State University – Labor Day Classic (Payment Approved after January 1, 2020)	<u>\$100,000.00</u>
Total - Appropriations for Funding	\$120,000.00

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
OCTOBER 7, 2019

- 4:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:10 p.m. Sheriff Derrick Cunningham – Presentation regarding Amendment Number 1 to Contract with Kellwell Food Management, Inc., regarding Converting to Option 1 on the Current Contract (**Waives Rules Item 2**), Amendment Number 3 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension for Footwear (**Future Agenda Item 7**), Bid Award to Bob Barker Company for Section I and Section II regarding Hygiene Products (**Future Agenda Item 8**) and Alcohol License Application from Rancho El Paraiso, LLC (**General Information Item 24**)
- 4:15 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 4:20 p.m. County Engineer George Speake – Presentation regarding Bid Award to Twin Oaks Environmental regarding Metal Pipe (**Future Agenda Item 9**)
- 4:25 p.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Resolution Declaring that the County is Committed to Partnering with the U.S. Census Bureau (**Waived Rules Item 3**) and Update on Public Affairs
- 4:30 p.m. Chief Appraiser Clay Henley – Presentation regarding Engagement/Contract of Appraisal Assignment with Valbridge Property Advisors to Perform an Independent Fee Appraisal for Property Located at 100 Capitol Commerce Boulevard (**Future Agenda Item 10**)
- 4:35 p.m. Parks & Recreation Director James Williams and General Services Director Lamar Allen– Presentation regarding Architectural Agreement with Barganier Davis Williams Architects Associated regarding Renovation and Expansion of the Flatwood Community Center (**Future Agenda Item 11**) Deduct Change Order Number 1 from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package (**Future Agenda Item 12**) Final Invoice from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package (**Future Agenda Item 13**)
- 4:45 p.m. Dr. A.Z. Holloway with the Joint Public Charity Hospital Board – Presentation regarding the Joint Public Charity Hospital Board
- 4:55 p.m. Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC – Presentation regarding a Resolution regarding the Assignment of a Partial Interest in an Option with Industrial Partners, L.L.C., to KOWA Pharmaceuticals America, Inc., concerning the

Information Session Schedule for
October 7, 2019 (Continued)

Sale of 14.3 Acres of Land in the Montgomery Industrial Park (**Waived Rules Item 4**), and Warranty Deed Selling 14.3 Acres of Land located in the Montgomery Industrial Park to KOWA Pharmaceuticals America, Inc., and Authorization for the following documents: Settlement Statement, Real Estate Sales Validation Form, and Commercial Real Estate Broker's Lien Certification (**Waived Rules Item 5**)

- 5:05 p.m. Attorney Riley Roby with Balch & Bingham LLP – Presentation regarding Resolution Authorizing a Funding Agreement with the Montgomery County Community Cooperative District (**Future Agenda Item 14**)
- 5:20 p.m. Presiding Circuit Judge Johnny Hardwick – Presentation regarding Memorandum of Understanding with the Administrative Office of Courts regarding the Phase Out of County Commission Funding for County Employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office (**Waived Rules Item 6**)
- 5:30 p.m. Formal Session
- 6:00 p.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Donald Mims, County Administrator

From: Derrick Cunningham, Sheriff

Date: September 26, 2019

Re: Contract 52200-19B-010
Inmate Food Services

Due to construction at the Montgomery County Detention Facility, Kellwell Food Management the company that provides inmate food services is requesting an increase in price. Per the Invitation to Bid for inmate food services, we are paying vendor for **Option 3: Price per Meal** includes Inmate Labor to be used only for general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries. Due to vendor providing food services from Annex I with no inmate labor, I'm requesting that vendor be paid for **Option 1: Price per meal includes no inmate labor** effective September 5, 2019 until the construction of the Jail kitchen is complete and in full operation.

If I can be of further assistance, please contact me.

DC/ms

Attachment

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

2-1



September 25, 2019

Montgomery County Detention Facility
250 S. McDonough
Montgomery Al. 36104-4219

Ref: Pricing

To whom it may concern:

This letter is to confirm why the pricing has changed at your Facility.

Kellwell bid on the Montgomery County Detention Facility with 3 options for pricing.
The following Options are:

1. Option 1- Price per Meal includes NO INMATE LABOR.
2. Option 2 - Price per meal includes Inmate Labor to be used for the preparation of food, general sanitation and cleaning of the kitchen, and receipt and storage of all kitchen deliveries
3. Option 3- Price per Meal includes Inmate Labor to be used only for the general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries.

Date of 9/4/19 you were being charged for option 3 of the contract. Starting 9/5/19 when Kellwell lost the use of inmate labor, (per contract) Kellwell reverted to option 1.

By not having inmate labor Kellwell had to hire additional civilian staff, purchase additional paper products and additional supplies to produce the required meals.

Once the operation in the kitchen at the Montgomery County Facility is back to normal use, and Kellwell is offered Inmate Labor the pricing will revert back to option 3.

Thank You,

Joe Broadwell
Joseph Broadwell
Kellwell Food Management

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

Amendment
To
Contract: 52200-19B-010
Inmate Food Services

Amendment No. 1

Contract with Kellwell Food Management, Inc. for inmate food services is hereby amended as follows. Montgomery County Commission chooses to convert to option 1 on the current contract. Once the operation in the kitchen at the Montgomery County Detention Facility is back to normal use and Kellwell Food Management, Inc. is offered Inmate Labor, the pricing will revert back to option 3.

All other provisions of the contract remain the same.

WITNESS:

Kellwell Food Management, Inc.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-19B-010

THIS CONTRACTUAL AGREEMENT made and entered into on the 4th day of March 2019, by and between Kellwell Food Management, Inc. of Beattyville, Kentucky and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Kellwell Food Management, Inc. agrees to furnish Inmate Food Services for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-010 as issued by the Montgomery County Commission on December 6, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, Kellwell Food Management, Inc. submitted its Bid Proposal in response to the Invitation to Bid, a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Kellwell Food Management, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid and the Bid Proposal are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid shall remain firm for the one (1) year period.
3. That the contract will be for option 3 of the invitation to bid; however, Montgomery County Commission reserves the right to elect any option at any time during the term of the contract period.
4. That Kellwell Food Management will provide a specialty meal program at no cost to Montgomery County and 30% commission will be paid to Montgomery County on a monthly basis; however, Montgomery County Commission reserves the right to add or delete the program at any time during the contract period.

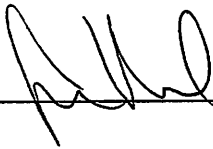
5. That Montgomery County Commission and Kellwell Food Management, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
6. That Kellwell Food Management, Inc. shall furnish all management, labor, food, materials and supplies, as well as kitchenware, utensils, etc., necessary to provide for the Montgomery County Detention Facility inmates, including special diets, seven days a week.
7. That Kellwell Food Management, Inc. shall provide three full nutritionally balanced meals (hot breakfast, hot or cold lunch and a hot dinner) each day at regularly scheduled times based on menus contained in the Bid Proposal. Any menu changes shall require the consent of both parties.
8. The Sheriff, or his designee, shall act as the agent of the Montgomery County Detention Facility for the purpose of serving as the Detention Facility's contact person for Kellwell Food Management, Inc., overseeing performance and completion of the contract pursuant to its terms. The Sheriff, or his designee, shall receive, review and process billing from Kellwell Food Management, Inc. and conduct periodic inspections of the food service area and review menus.
9. That Kellwell Food Management, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
10. Kellwell Food Management, Inc. shall agree to indemnify and hold harmless Montgomery County, its agents, servants and employees for any and all claims, actions, lawsuits, damages, judgment or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by Kellwell Food Management, Inc, it being the express understanding of the parties hereto that Kellwell Food Management, Inc. shall provide the actual food service program. Montgomery County shall promptly notify Kellwell Food Management, Inc. of any incident, claim or lawsuit of which Montgomery County becomes aware and shall fully cooperate in the defense of such claim, but Kellwell Food Management, Inc. shall retain sole control of the defense while their action is pending, to the extent allowed by law.
11. 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 Kellwell Food Management, Inc.

12. 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 22nd day of January 2019.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.



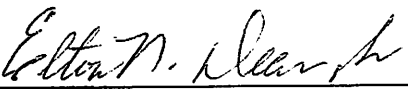
BY: 

TITLE: President

WITNESS:

MONTGOMERY COUNTY COMMISSION



BY: 

TITLE: Chairman

PRICING SHEET MUST BE SUBMITTED WITH BID

PRICING SHEET

Population	Option 1 Price Per Meal includes NO INMATE LABOR	Option 2 Price per Meal includes Inmate Labor to be used for the preparation of food, general sanitation and cleaning of kitchen, and receipt and storage of all kitchen deliveries	Option 3 Price per Meal includes Inmate Labor to be used only for the general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries
500-549	\$ <u>2.079</u>	\$ <u>1.217</u>	\$ <u>1.363</u>
550-599	\$ <u>1.973</u>	\$ <u>1.152</u>	\$ <u>1.277</u>
600-649	\$ <u>1.870</u>	\$ <u>1.112</u>	\$ <u>1.228</u>
650-699	\$ <u>1.775</u>	\$ <u>1.079</u>	\$ <u>1.186</u>
700-749	\$ <u>1.698</u>	\$ <u>1.051</u>	\$ <u>1.151</u>
750-799	\$ <u>1.631</u>	\$ <u>1.034</u>	\$ <u>1.120</u>
800-849	\$ <u>1.571</u>	\$ <u>1.012</u>	\$ <u>1.093</u>
850-899	\$ <u>1.519</u>	\$ <u>.993</u>	\$ <u>1.069</u>
900-949	\$ <u>1.473</u>	\$ <u>.976</u>	\$ <u>1.048</u>
950-999	\$ <u>1.431</u>	\$ <u>.961</u>	\$ <u>1.029</u>
Total:	\$ _____	\$ _____	\$ _____

Bid will be awarded based on the total of Option 3; however, the Montgomery County Commission reserves the right to elect any other option, including the Specialty Meal Program, at any time during the term of the contract.

Provider will provide weekly sales report to include type of meal sold, cost of each meal, number of each sold and total commission from sales to Montgomery County Detention Facility.

Montgomery County Commission has a right to add or delete the Specialty Meal program at any time during contract period.

Commission from Specialty Meal Program on a monthly basis 30 %

Questions regarding this bid should be emailed to Tammy Turner, Buyer II at tammyturner@mc-ala.org no later than 5:00 p.m. CST, on December 13, 2018. Answers will be faxed or email to vendors no later than 5:00p.m., CST, on December 17, 2018.

Resolution

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population; and

WHEREAS, the 2020 Census provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, Montgomery County is committed to ensuring every resident is counted and supports the State of Alabama Complete Count! 2020 Census Committee; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state and local voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the Alabama Counts! 2020 Census message to reach more of our citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby declare that we are committed to partnering with the U.S. Census Bureau and will:

1. Support the goals and ideals for the Alabama Counts! 2020 Census and will disseminate information.
2. Encourage participation in events and initiatives that will raise the overall awareness of the 2020 Census and ensure a successful census enumeration.
3. Provide census advocates to speak to city, county, and community organizations.
4. Support census takers as they help obtain a complete and accurate count.
5. Establish and support the growth of a local Complete Count Committee.
6. Seek to ensure the highest census participation rate possible.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of October, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISALAH SANKEY

COMMISSIONER DOUG SINGLETON

3-1

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

The County Commission of Montgomery County, Alabama, a body corporate and political under the laws of the State of Alabama (the "Commission"), at a meeting duly called and properly noticed on October ___, 2019, with a quorum present, does adopt and resolve as follows:

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

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

WHEREAS, Industrial Partners has located a user, KOWA Pharmaceuticals America, Inc., a Delaware corporation ("KOWA") for a parcel containing 15 acres, more or less, which is generally depicted in Exhibit "A" attached hereto (the "KOWA Parcel"); and,

WHEREAS, KOWA desires to purchase the KOWA Parcel rather than lease it from Industrial Partners, and Industrial Partners is willing to assign KOWA a partial interest in the Option to the limited extent of facilitating and permitting a direct conveyance of the KOWA Parcel by the Commission to KOWA (or an assignee of KOWA which is a subsidiary, parent or sister company of KOWA), and not otherwise (the "Limited Assignment"); and,

WHEREAS, the Commission has determined that KOWA's acquisition and anticipated development of the KOWA Parcel is in the best interest of the public health, safety, education and general welfare of the citizens of Montgomery County,

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

"RESOLVED, that the Commission does hereby acknowledge the Limited Assignment and agrees that it shall (i) perform its obligations with the respect to the sale and conveyance of the KOWA Parcel as provided in the Option except that (i) the statutory warranty deed shall convey the KOWA Parcel to KOWA rather than Industrial Partners, and (ii) any obligation in the Option (whether under Sections 2.1, 2.2 thereof or otherwise) to commence construction of improvements on the KOWA Parcel within 180 days of the exercise of the Option with respect to the KOWA Parcel is waived (the "Waiver"); and,

FURTHER RESOLVED, that the Waiver is limited in application to the KOWA Parcel's being conveyed to KOWA under the Option and does not affect any restriction or other provision contained in the real property records of the Judge of Probate of Montgomery County, Alabama, including but not limited to those contained in the Declaration of Covenants, Restrictions and Easements for Montgomery Industrial Park, Montgomery, Alabama, dated July 19, 2004 and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 2954, at Page 539.

ADOPTED AND APPROVED by The County Commission of Montgomery County, Alabama on this _____ day of October, 2019.

Chairman, The County Commission of
Montgomery County, Alabama

ATTEST:

Donald L. Mims, County Administrator

Donald Mims

From: Shapard Ashley <Shapard.Ashley@chlaw.com>
Sent: Thursday, October 03, 2019 3:27 PM
To: Donald Mims
Cc: ttg@hsg-law.com; Mr. Nimrod T. Frazer Jr.; Jeanine Faulkner; Mark Davis; Dana Broome
Subject: Resolution for 14.3 Acre Tract, Montgomery Industrial Development Park
Attachments: DRAFT-MGM County Comm Resolution re Lot 10 Indus Park (Oct 2019)
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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie:

Attached the resolution which has been revised as follows based on our telephone conference of a few minutes

ago:

- The reference “(Resolution # _____)” has been removed in the heading;
- The word “East” has been removed in two places when referring to the industrial development park;
- The typo “r” has been corrected by changing it to “or”; and,
- Your name and title have been inserted below the attestation signature line.

Please contact me if you have any questions.

Regards,

Shap

Shapard Ashley

SHAREHOLDER

CAPELL & HOWARD, P.C.

[334-241-8073](tel:334-241-8073) | Shapard.Ashley@chlaw.com | www.capellhoward.com

150 South Perry Street, Montgomery, Alabama 36104

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MEMORANDUM**October 3, 2019**

TTC

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Kowa Pharmaceutical Resolution

I have reviewed the Resolution regarding the Kowa Pharmaceutical transaction.

There is a typo in the 4th WHEREAS paragraph that states (r an assignee) which should read as (or an assignee). This typo has been discussed with Shapard Ashley and has been corrected in the Resolution.

With this correction, the Resolution is acceptable as is. The Resolution will be binding on all parties upon execution.

I am also of the opinion that the services provided for in this Resolution 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 the Resolution should not be executed if it is the desire of the Montgomery County Commission.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred and No/100 (\$100.00) DOLLARS and other valuable considerations to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the **MONTGOMERY COUNTY COMMISSION, a governmental entity** (herein referred to as "GRANTOR"), does hereby GRANT, BARGAIN, SELL and CONVEY unto **KOWA PHARMACEUTICALS AMERICA, INC., a Delaware corporation**, herein referred to as "GRANTEE"), its successors and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is made subject to any and all easements, restrictions and rights-of-way which appear of record and affect the above-described property.

This conveyance is also subject to the Declaration of Covenants, Restrictions and Easements for Montgomery East Industrial Park, Montgomery, Alabama, dated July 19, 2004, and recorded in the aforesaid Probate Office in Real Property Book 2946, at Page 65, and as amended by instrument recorded in Real Property Book 2954, at Page 539.

This conveyance is exempt from the provisions of Section 2.1 and 2.2 of that certain Agreement between the Montgomery County Commission and Industrial Partners, LLC dated August 30, 2004.

TO HAVE AND TO HOLD the aforegranted premises, together with improvements and appurtenances thereunto appertaining, unto the said GRANTEE, its successors and assigns, forever.

And GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said GRANTEE, its successors and assigns, and that GRANTOR will warrant and defend the premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons except as hereinabove provided.

IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION, a governmental entity, has caused this instrument to be executed in its name and on its behalf by _____ as it's _____ on this the _____ day of _____, 2019.

MONTGOMERY COUNTY COMMISSION

BY: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, whose name as _____ of the Montgomery County Commission, a governmental entity, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and official seal this the _____ day of _____, 2019.

(NOTARIAL SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

THIS INSTRUMENT PREPARED BY:
Mark T. Davis, Esquire
BALL, BALL, MATTHEWS & NOVAK, P.A.
445 Dexter Avenue, Suite 9045
Montgomery, AL 36104
(334) 387-7680
BBMN #16681

EXHIBIT "A"
LEGAL DESCRIPTION

COMMENCE AT A FOUND 1" SOLID IRON LYING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN N01°17'43"W, 1415.61 FEET TO A SET ½" REBAR, GMC CAP #CA00156, POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN S89°59'58"W, 444.66 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE RUN N70°50'16"W, 877.09 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156 LYING IN A CURVE (CONCAVING SOUTHEASTERLY) ON THE EASTERLY RIGHT OF WAY OF INDUSTRIAL PARK BOULEVARD (80' ROW); THENCE RUN ALONG SAID RIGHT OF WAY AND SAID CURVE, WITH A RADIUS OF 960.00 FEET, A CHORD OF N32°41'12"E, 120.58 FEET TO A FOUND CONCRETE MONUMENT LYING AT A POINT OF REVERSE CURVE (CONCAVING NORTHWESTERLY); THENCE CONTINUE ALONG SAID RIGHT OF WAY AND SAID CURVE, WITH A RADIUS OF 1040.00 FEET, A CHORD OF N25°19'56"E, 395.27 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE LEAVING SAID RIGHT OF WAY, RUN S74°20'47"E, 982.18 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE RUN N36°46'10"E, 144.99 FEET TO A FOUND 1" CRIMP TOP IRON; THENCE RUN S00°16'36"E, 401.66 FEET TO A SET ½" REBAR, GMC CAP #CA00156; THENCE RUN S01°17'43"E, 196.16 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL LYING AND BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 14.30 ACRES (622,863 S.F.) MORE OR LESS.

~~The attached aerial view of the subject property is being surveyed by Goodwyn, Mills, and Cawood, Inc.
The survey legal description will be inserted to the deed upon receipt of the survey.~~

5-4

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price			\$	@	%	Paid From Borrowers Funds at Settlement	Paid From Sellers Funds at Settlement
Division of Commission (line 700) as Follows:							
701.	\$	to					
702.	\$	to					
703. Commission Paid at Settlement							
704.		to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801.	Loan Origination Fee	%	to				
802.	Loan Discount	%	to				
803.	Appraisal Fee		to				
804.	Credit Report		to				
805.	Lender's Inspection Fee		to				
806.	Mortgage Ins.App. Fee		to				
807.	Assumption Fee		to				
808.							
809.							
810.							
811.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901.	Interest From	to	@ \$	day	(days	%)	
902.	MIP Totals for Life of Loan	for	months to				
903.	Hazard Insurance Premium for	1.0	years to				
904.							
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001.	Hazard Insurance		months @ \$	per	month		
1002.	Mortgage Insurance		months @ \$	per	month		
1003.	City/Town Taxes		months @ \$	per	month		
1004.	County Taxes		months @ \$	per	month		
1005.	Assessments		months @ \$	per	month		
1006.			months @ \$	per	month		
1007.			months @ \$	per	month		
1008.			months @ \$	per	month		
1100. TITLE CHARGES							
1101.	Settlement or Closing Fee	to					
1102.	Title Search & Examination	to	First American Title Ins Co				1,250.00
1103.	Title Examination	to					
1104.	Title Insurance Binder	to	Ball Ball Mathews & Novak PA				150.00
1105.	Document Preparation	to					
1106.	Notary Fees	to					
1107.	Attorney's Fees	to	Ball Ball Mathews & Novak PA/POC				
(includes above item numbers:)							
1108.	Title Insurance	to	FIRST AMERICAN TITLE			668.00	982.00
(includes above item numbers:)							
1109.	Lender's Coverage	\$					
1110.	Owner's Coverage	\$	750,000.00		1,650.00		
1111.							
1112.							
1113.							
1114.	Courier/overnight/wire fees	to	Ball Ball Mathews & Novak PA			35.00	
1115.							
1116.							
1117.							
1118.							
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201.	Recording Fees: Deed \$	16.00	Mortgage \$		Releases \$	16.00	
1202.	City/County Tax/Stamp:	Deed			Mortgage		
1203.	State Tax/Stamp:	Deed	750.00		Mortgage	334.00	416.00
1204.	E-Recording Fee	to	Montgomery County Judge of Probate			5.00	
1205.							
1300. ADDITIONAL SETTLEMENT CHARGES							
1301.	Survey	to	Goodwyn Mills & Cawood, Inc.				7,500.00
1302.	Pest Inspection	to					
1303.	Platting Fee	to	Goodwyn Mills & Cawood, Inc.				3,500.00
1304.							
1305.							
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						1,058.00	13,798.00

5-5

HUD-1, Page 3

Borrower (s): Kowa Pharmaceuticals America, Inc.
530 Industrial Park Boulevard
Montgomery, AL 36117

Seller (s): Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Settlement Agent: Ball Ball Matthews & Novak PA
(334)387-7680

Place of Settlement: 445 Dexter Avenue, Suite 9045
Montgomery, AL 36104

Settlement Date:

Property Location: 15 +/- Acres, Montgomery Industrial Park
Montgomery, AL 36117
Montgomery County, Alabama

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Kowa Pharmaceuticals America, Inc.

Montgomery County Commission

BY: _____
Ben Stakely, CEO

BY: _____
Name: _____
Title: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Mark T. Davis
Settlement Agent

NOTE: The sale and purchase under this settlement statement constitutes a transaction and closing under that Option and Purchase and Sale Agreement dated August 30, 2004 between The County Commission of Montgomery County, Alabama, and Industrial Partners, L.L.C., an Alabama limited liability company [formerly Industrial Partners, an Alabama general partnership] for the periodic sale purchase of land located in the Montgomery East Industrial Park. KOWA Pharmaceuticals America, Inc. has purchased this Montgomery Industrial Park tract containing 15 acres, more or less, by virtue of a limited assignment to it from Industrial Partners, L.L.C. of the right to purchase that tract.

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Montgomery County Commission

Grantee's Name: Kowa Pharmaceutical America, Inc.

Mailing Address: P.O. Box 1667
Montgomery, AL 36102

Mailing Address: 530 Industrial Park Boulevard
Montgomery, AL 36117

Property Address: 15 +/- Acres, Montgomery Industrial Park
Montgomery, AL 36117

Date of Sale: _____

Total Purchase Price: \$750,000.00

Or

Actual Value \$

Or

Assessor's Market Value \$

The Purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of the documentary evidence is not required)

____ Bill of Sale

____ Appraisal

____ Sales Contract

____ Other _____

X Closing Statement

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: _____

Print: Montgomery County Commission

____ Unattested

(Verified by)

Sign: _____

(Grantor/Grantee/Owner/Agent) Circle one

5-7

STATE OF ALABAMA

COUNTY OF MONTGOMERY

COMMERCIAL REAL ESTATE BROKER'S LIEN CERTIFICATION

The Undersigned hereby certifies (a) that there are no unpaid or disputed real estate commissions which would affect the sale of the property described on Exhibit A attached hereto and incorporated herein (the "Property"), (b) that there is no compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property or as a result of the sale of the Property, and (c) that no written notice has been received concerning any unpaid real estate commission respecting such sale which could give rise to a broker's lien under Section 35-11-450, *Code of Alabama 1975*.

This certification is given for the purpose of inducing First American Title Insurance Company to issue its title insurance policy and Kowa Pharmaceutical America, Inc. to purchase the property.

MONTGOMERY COUNTY COMMISSION

By: _____
Name: _____
Title: _____

Sworn and subscribed before me this
the ____ day of _____, 2019.

Notary Public

My commission expires: _____

[SEAL]

5-8

MEMORANDUM**October 3, 2019**

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Kowa Pharmaceutical Closing Documents

I have reviewed the following closing documents issued by attorney Mark Davis:

- (1) Settlement Statement
- (2) Warranty Deed
- (3) Real Estate Sales Validation Form
- (4) Commercial Real Estate Broker's Lien Certification

It is my opinion that these documents are acceptable as is and will be binding on all parties upon execution.

I am also of the opinion that the services provided for in these documents 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 these documents should not be executed if it is the desire of the Montgomery County Commission.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Understanding with the Administrative Office of Courts

Attached is a Memorandum of Understanding with the Administrative Office of Courts regarding the Phase Out of County Commission funding for County Employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office.

Currently, the Montgomery County Commission is paying the entire salary and benefits of clerks assigned to the Circuit Clerk's Office. This MOU gradually decreases County Commission funding until year 6, at which time the State of Alabama pays the entire cost.

We will be discussing this MOU at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

6-1



MEMORANDUM OF UNDERSTANDING

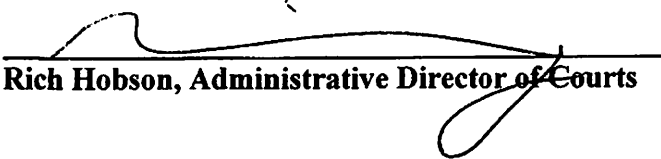
Between the Administrative Office of Courts and The Montgomery County Commission

- I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits paid by the AOC for a Court Specialist Position to be employed within the Montgomery County Circuit Clerk's Office. The employee holding such position will be paid a Court Specialist salary at the beginning rate of \$1,025.20 Semi-Monthly (\$24,604.80 Annually). The commission also agrees to pay for any rate increases associated with this position. The employee will be an employee of the Montgomery County Circuit Clerk's Office and will work in the Juvenile Division; performing duties as they pertain to the Juvenile Division. This MOU is effective for the period beginning October 1, 2019 (or initial date of hire or whichever comes first) and ending September 30, 2024.
- II. This agreement will have a six-year phase-in approach whereby this position will eventually be funded 100% by the AOC.
 - 1st Year – 100% Reimbursable by Commission (FY20)
 - 2nd Year – 80% Reimbursable by Commission (FY21)
 - 3rd Year – 60% Reimbursable by Commission (FY22)
 - 4th Year – 40% Reimbursable by Commission (FY23)
 - 5th Year – 20% Reimbursable by Commission (FY24)
 - 6th Year – AOC Assumes 100% of Funding (FY25)
- III. In addition to the position outlined in Paragraph 1, the two Montgomery County Court Operations Clerk positions currently held by Barbara Taylor and Tracy Collins will be assumed by AOC upon their retirement or resignation. The replacement of Ms. Taylor and Ms. Collins will be subject to the above phase-in agreement. All three positions will report to the Circuit Clerk of Montgomery County and will operate under the policies and procedures of the Montgomery County Circuit Clerk's Office. Ms. Taylor and Ms. Collins will remain employees of the Montgomery County Commission, subject to the Montgomery City-county Personnel Rules.
- IV. AOC and the Commission agree that the transfer of funds obligates the Commission to provide funding for these positions as outlined above in Paragraph II for the fiscal years noted above in Paragraphs I and II.
- V. AOC will invoice the Commission at the end of each quarter in FY 2020 through FY2024 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of

Courts addressed to the attention: Jennifer Moorer, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

- VI. The AOC and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:



Rich Hobson, Administrative Director of Courts

10/3/19

Date

Elton N. Dean, Sr., Chairperson
Montgomery County Commission

Date

REVIEWED BY:

James E. Wilson, Esq., AOC Legal Division

Date

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Tammy Turner, Buyer II TT
DATE: October 2, 2019
RE: Contract No. 52110-16B-038
Footwear

Request the attached Amendment No. 3 to be considered for approval on a future agenda.

This will allow for the contract with Gulf States Distributors to be extended for sixty (60) days, beginning October 17, 2019 and ending on December 16, 2019.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-16B-038

Amendment No. 3

Contract with Gulf States Distributors for footwear, is hereby extended for sixty (60) days, beginning October 17, 2109 and ending December 16, 2019.

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: September 19, 2019

RE: Invitation to Bid No. 52110-19B-028
Hygiene Products

Request approval of award on the above referenced Invitation to Bid to the low bid, Bob Barker Company in the amount of \$28,124.44 for Section I and Section II be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Colonel Pritchett, Detention Director and Brandi Alexander, Juvenile Detention Director.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 95 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-19B-028				Bob Barker Company Attn: Betsy Copeland 7925 Purfoy Rd. Fuquay Varina, NC 27526 Minority Business Owned Yes X No		ICS Jail Supplies, Inc. Attn: JM Bogan, III. P.O. Box 21056 Waco, TX 76702 Minority Business Owned Yes X No							
DATE ISSUED: AUGUST 21, 2109													
DATE OPENED: SEPTEMBER 10, 2019													
REQUESTING DEPARTMENT: DETENTION/YOUTH FACILITY													
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
	Section 1 - Personal Care Products												
1	2 oz. Freshscent Shampoo & Body Bath	Cs	20	\$ 21.88	\$ 437.60	\$ 24.90	\$ 498.00						
2	0.5 oz. Freshscent Deodorant/Antibacterial Soap	Cs	20	\$ 38.85	\$ 777.00	\$ 46.08	\$ 921.60						
3	5 oz Individually Wrapped Bar Soap	Cs	20	\$ 53.00	\$ 1,060.00	\$ 49.11	\$ 982.20						
4	4 oz. Freshscent Petroleum Jelly	Cs	20	\$ 12.75	\$ 255.00	\$ 9.57	\$ 191.40						
5	50 Tuft Freshmint Toothbrush, Nylon	Cs	40	\$ 14.50	\$ 580.00	\$ 9.06	\$ 362.40						
6	0.85 oz. Freshmint Toothpaste - 144/Case	Cs	10	\$ 24.15	\$ 241.50	\$ 21.33	\$ 213.30						
7	0.6 oz. Freshscent Brushless Shave Cream	Cs	5	\$ 29.10	\$ 145.50	\$ 32.32	\$ 161.60						
8	6 oz. Magic Shave Razorless Shaving Cream	Cs	20	\$ 21.50	\$ 430.00	\$ 30.18	\$ 603.60						
9	5 oz. Degree Deodorant for Men	Cs	40	\$ 37.54	\$ 1,501.60	\$ 29.98	\$ 1,199.20						
10	5 oz. Degree Deodorant for Women	Cs	20	\$32.25	\$ 645.00	\$ 29.86	\$ 597.20						
11	Overnight Maxi-Pads, Individually Wrapped	Cs	20	\$26.50	\$ 530.00	\$ 41.84	\$ 836.80						
12	Regular Maxi Pads - Tri-Fold	Cs	2	\$21.25	\$ 42.50	\$ 21.21	\$ 42.42						
13	Maxi Pads, Super Long with wings	Cs	2	\$21.95	\$ 43.90	\$ 34.52	\$ 69.04						
14	Panty Liners with Wings	Cs	2	\$18.25	\$ 36.50	\$ 18.13	\$ 36.26						
15	Club/Military Brush 4" (24/Case)	Cs	30	\$14.80	\$ 444.00	\$ 6.70	\$ 201.00						
16	Blue Magic Bergamont Hair & Scalp Conditioner	Cs	10	\$24.05	\$ 240.500	\$ 21.88	\$ 218.80						
17	Liceall Lice Control Shampoo	Ea	5	\$46.60	\$ 233.00	\$ 40.76	\$ 203.80						

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 95 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52110-19B-028				Bob Barker Company Attn: Betsy Copeland 7925 Purfoy Rd. Fuquay Varina, NC 27526 Minority Business Owned Yes X No		ICS Jail Supplies, Inc. Attn: JM Bogan, III. P.O. Box 21056 Waco, TX 76702 Minority Business Owned Yes X No							
DATE ISSUED: AUGUST 21, 2019													
DATE OPENED: SEPTEMBER 10, 2019													
REQUESTING DEPARTMENT: DETENTION/YOUTH FACILITY													
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
18	Lets Jam Styling Gel 4.4. oz.	Cs	6	\$ 23.14	\$ 138.84	\$ 27.95	\$ 167.70						
19	Suave Waterfall Mist Shampoo 12 oz.	Cs	12	\$ 14.25	\$ 171.00	\$ 14.15	\$ 169.80						
20	Suave Waterfall Mist Conditioner 12 oz.	Cs	12	\$ 14.25	\$ 171.00	\$ 14.15	\$ 169.80						
Total for Section 1 - Personal Care Products					\$ 8,124.44	\$ 7,845.92							
Section 2 Personal Care Kits													
21	Admission Kits - 100/Case	Cs	100	\$ 99.00	\$ 9,900.00	\$ 128.00	\$ 12,800.00						
22	Indigent Kits - 100/Case	Cs	100	\$ 101.00	\$ 10,100.00	\$ 139.00	\$ 13,900.00						
Total for Section 2 - Personal Care Products					\$ 20,000.00	\$ 26,700.00							
Total for Section 1 and Section 2					\$ 28,124.44	\$ 34,545.92							

Notes:

8-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 21st day of October, 2019, between Bob Barker Company, Fuquay Varina, North Carolina and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Bob Barker Company agrees to furnish hygiene products for Montgomery County Commission in accordance with all provisions and specifications of Invitation to Bid No. 52110-19B-028, as issued by the Montgomery County Commission on August 21, 2019 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Bob Barker Company and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 21, 2019 and ending October 20, 2020, with the option to renew for an additional two (2) years, in one (1) year periods, providing funds are made available by the Montgomery County Commission. That the prices stipulated in the bid by Bob Barker Company shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or Bob Barker Company may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Bob Barker Company shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Bob Barker Company 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 Bob Barker Company, 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. Bob Barker Company agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at

its sole expense. Bob Barker Company also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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 Bob Barker Company.
8. 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 21st day of October 2019.

WITNESS:

BOB BARKER COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Khristie Davis, Buyer 
DATE: September 17, 2019
RE: Invitation to Bid No. 53000-19B-031
Metal Pipe

Request approval of award on the above referenced Invitation to Bid to Twin Oaks Environmental for Metal Pipe, in the amount of \$11,638.87, based on unit pricing, 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 George Speake, County Engineer.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1							BID # 2						
INVITATION TO BID NO: 53000-19B-031					Twin Oaks Environmental P.O. Box 108 Opelika, AL 36803 Ph. 334-745-7444 Fax 334-745-7663 jobie@twinoaksenv.com							Contech Engineered Solutions 101 Yorkshire Drive Homewood, AL 35209 Ph. 205-515-5982 bhartfield@conteches.com						
DATE ISSUED: August 29, 2019																		
DATE OPENED: September 16, 2019																		
REQUESTING DEPARTMENT: Engineering Department																		
TERMS OF PAYMENT / DISCOUNT:																		
DELIVERY DATE:																		
ITEM NO.	DESCRIPTION OF ITEM				Blt. Coated Galv. Pipe per Foot	Blt Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plain Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band per Each	3:1 Bevel Cut Per Pair	Blt. Coated Galv. Pipe per Foot	Blt Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plain Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band per Each	3:1 Bevel Cut Per Pair
	Size	Gauge	Arch Equiv. to Round	Corrugations														
1	12"	16		2-2/3"x1/2"	\$ 11.63	\$ 23.26	\$ 9.68	\$ 19.36	\$ 10.05	\$ 20.10	\$ 24.00	\$ 13.20	\$ 13.20	\$ 10.30	\$ 10.30	\$ 10.50	\$ 10.50	\$ 72.00
2	15"	16		2-2/3"x1/2"	\$ 14.49	\$ 28.98	\$ 12.05	\$ 24.10	\$ 12.50	\$ 25.00	\$ 30.00	\$ 15.84	\$ 15.84	\$ 12.36	\$ 12.36	\$ 12.60	\$ 12.60	\$ 90.00
3	18"	16		2-2/3"x1/2"	\$ 17.34	\$ 34.68	\$ 14.41	\$ 28.82	\$ 14.96	\$ 29.92	\$ 36.00	\$ 19.80	\$ 19.80	\$ 15.45	\$ 15.45	\$ 15.75	\$ 15.75	\$ 108.00
4	24"	16		2-2/3"x1/2"	\$ 22.93	\$ 45.86	\$ 19.06	\$ 38.12	\$ 19.79	\$ 39.58	\$ 48.00	\$ 25.08	\$ 25.08	\$ 19.57	\$ 19.57	\$ 19.95	\$ 19.95	\$ 144.00
5	30"	14		2-2/3"x1/2"	\$ 35.04	\$ 70.08	\$ 29.14	\$ 58.28	\$ 30.24	\$ 60.48	\$ 60.00	\$ 39.60	\$ 39.60	\$ 30.90	\$ 30.90	\$ 31.50	\$ 31.50	\$ 180.00
6	36	14		2-2/3"x1/2"	\$ 41.93	\$ 83.86	\$ 34.86	\$ 69.73	\$ 36.19	\$ 72.38	\$ 72.00	\$ 47.52	\$ 47.52	\$ 37.08	\$ 37.08	\$ 37.80	\$ 37.80	\$ 216.00
7	42	14		3"x1"	\$ 48.81	\$ 97.62	\$ 40.59	\$ 81.18	\$ 42.13	\$ 84.26	\$ 84.00	\$ 62.65	\$ 93.98	\$ 48.88	\$ 73.32	\$ 49.83	\$ 74.75	\$ 252.00
8	48	14		3"x1"	\$ 55.70	\$ 111.40	\$ 46.31	\$ 92.62	\$ 48.08	\$ 96.16	\$ 96.00	\$ 71.60	\$ 107.40	\$ 55.87	\$ 83.81	\$ 56.95	\$ 85.43	\$ 288.00
9	54	14		3"x1"	\$ 63.30	\$ 126.60	\$ 52.64	\$ 105.28	\$ 54.64	\$ 109.28	\$ 108.00	\$ 80.52	\$ 120.78	\$ 62.83	\$ 94.25	\$ 64.05	\$ 96.08	\$ 324.00
10	60	10		3"x1"	\$ 122.23	\$ 244.46	\$ 101.64	\$ 203.28	\$ 105.50	\$ 211.00	\$ 120.00	\$ 155.76	\$ 233.64	\$ 121.54	\$ 182.31	\$ 123.90	\$ 185.85	\$ 360.00
11	66	10		3"x1"	\$ 134.95	\$ 269.90	\$ 112.22	\$ 224.44	\$ 116.48	\$ 232.96	\$ 132.00	\$ 170.28	\$ 340.56	\$ 132.87	\$ 265.74	\$ 135.45	\$ 270.90	\$ 396.00
12	72	10		3"x1"	\$ 147.68	\$ 295.36	\$ 122.81	\$ 245.62	\$ 127.47	\$ 254.94	\$ 144.00	\$ 184.80	\$ 369.60	\$ 144.20	\$ 288.40	\$ 147.00	\$ 294.00	\$ 432.00
13	78	10		3"x1"	\$ 159.77	\$ 319.54	\$ 132.86	\$ 265.72	\$ 137.90	\$ 275.80	\$ 156.00	\$ 200.64	\$ 401.28	\$ 156.56	\$ 313.12	\$ 159.60	\$ 319.20	\$ 468.00
14	84	10		3"x1"	\$ 171.87	\$ 343.74	\$ 142.92	\$ 285.84	\$ 148.35	\$ 296.70	\$ 168.00	\$ 216.48	\$ 432.96	\$ 168.92	\$ 337.84	\$ 172.20	\$ 344.40	\$ 504.00
15	17"Sx13"R	16	15"	2-2/3"x1/2"	\$ 15.50	\$ 31.00	\$ 12.89	\$ 25.78	\$ 13.38	\$ 26.76	\$ 30.00	\$ 17.03	\$ 17.03	\$ 13.29	\$ 13.29	\$ 13.55	\$ 13.55	\$ 90.00
16	21"Sx15"R	16	18"	2-2/3"x1/2"	\$ 18.55	\$ 37.10	\$ 15.42	\$ 30.84	\$ 16.01	\$ 32.02	\$ 36.00	\$ 21.29	\$ 21.29	\$ 16.61	\$ 16.61	\$ 16.94	\$ 16.94	\$ 108.00
17	28"Sx20"R	16	24"	2-2/3"x1/2"	\$ 24.53	\$ 49.06	\$ 20.40	\$ 40.80	\$ 21.17	\$ 42.34	\$ 48.00	\$ 26.97	\$ 26.97	\$ 21.04	\$ 21.04	\$ 21.45	\$ 21.45	\$ 144.00
CONTINUED																		

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Montgomery County Commission

[illegible]

Page 2

Metal Pipe Abstract

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 21st day of October 2019, between Twin Oaks Environmental, Opelika, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Twin Oaks Environmental agrees to furnish metal pipe for Montgomery County Commission in accordance with all provisions and specifications of Invitation to Bid No. 53000-19B-031, as issued by the Montgomery County Commission on August 29, 2019 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Twin Oaks Environmental and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 21, 2019 and ending October 20, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Twin Oaks Environmental shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Twin Oaks Environmental upon request by Montgomery County Commission.
4. That Montgomery County Commission or Twin Oaks Environmental may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Twin Oaks Environmental shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Twin Oaks Environmental 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 Twin Oaks Environmental, 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. Twin Oaks Environmental agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Twin Oaks Environmental also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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 Twin Oaks Environmental
8. 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 21st day of October 2019.

WITNESS:

TWIN OAKS ENVIRONMENTAL

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



September 26, 2019

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Fee Appraisal

I respectfully request your consideration and approval to enter into a contract with Valbridge Property Advisors to perform an independent fee appraisal for the property located at 100 Capitol Commerce Blvd. in Montgomery. It is also identified as tax parcel number 09 06 14 2 000 001.018. This request is due to pending litigation between the owner of the property and the Montgomery County Appraisal Department as to the fair market value of the property for the 2019 tax year.

CH

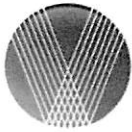
Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

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Valbridge
PROPERTY ADVISORS

4732 Woodmere Boulevard
Montgomery, AL 36106
334-277-5077
334-277-5078 Fax

ENGAGEMENT/CONTRACT OF APPRAISAL ASSIGNMENT

CLIENT: Montgomery County Appraisal Department
C/O Clay Henley
101 S Perry Street
Montgomery, AL 36104

PROPERTY: 100 Capitol Commerce Blvd.
Montgomery, AL
Parcel Number: 09 06 14 2 000 001.018

FEE: \$4,600
LITIGATION SUPPORT: \$250/hour
DUE DATE: 30 days from signed engagement letter
PAYMENT TERMS: 30 days net
SCOPE: Market value of property for ad valorem taxes

PROCEED
WITH APPRAISAL: _____ (YES) _____ (NO)

Montgomery County Commission

Valbridge Property Advisors

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

By signing above, I acknowledge that I am responsible for payment for the appraisal services stated above. I agree that the payment terms above are not contingent upon any events including but not limited to: the conclusion of any specified or targeted value, any financing of the property, the purchase or sale of the property or any other related or unrelated events that involve the property.

PLEASE COMPLETE AND MAIL OR FAX TO:
ATTENTION: John E. Hall, III

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Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Architectural Agreement regarding Flatwood Community Center

During the September 16, 2019 Commission meeting, Commissioner Sankey requested funding for renovation and expansion of the Flatwood Community Center. In order to determine the estimated cost for the renovations, it is necessary to engage the services of an Architect. Commissioner Sankey and I have met with Architect Johnny Raines with Barganier Davis Williams Architects Associated and Commissioner Sankey is recommending that the County Commission consider authorizing an Agreement with this firm for this project.

Based on his preliminary estimate, the architectural fees would be 7.8% of the cost of construction, which is based on the State of Alabama Building Commission Fee Schedule. Depending on the cost of the facility, the fee could be in the range of \$34,000- \$37,000.

We will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2nd day of October in the year 2019
(In words, indicate day, month and year.)

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

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

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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

See attached "Attachment 'A'"

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

ARTICLE 3 USE OF DOCUMENTS

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

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

11-3

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Exhibit B (1) and B (2)

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

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Six (6) days after the invoice date shall bear interest from the date payment is due at the rate of Seven percent (7 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

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

ARTICLE 7 OTHER PROVISIONS

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

ARTICLE 8 CLAIMS AND DISPUTES

See Attachment 'C'

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

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

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.4 Other-Dispute Resolution Processes

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

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

OWNER (Signature)

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

ARCHITECT (Signature)

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

PROJECT MANAGER/ARCHITECT
Johnny Raines, III, AIA, Project Architect

11-6

Attachment A

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

PROJECT SUMMARIES

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

The Project:

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

The existing Flatwood Community Center is proposing a 2,800 to 3,000 square foot addition along with some selective renovations. The proposed addition will be on the rear of the existing community center. The construction of the new addition will adhere to the required energy standards.

The addition will consist of a new kitchen (residential type appliances) with servery, an assembly space to accommodate 160 to 180 occupants, new restrooms to support the assembly, two small meeting rooms/classrooms, new heating/cooling system and storage space(s). The proposed renovations will consist of updating the existing restrooms and the adjacent spaces where the addition will occur.

The exterior will be either concrete block to match the existing structure and/or painted composite boards. The roof and fascia will match and/or complement the existing elevation of the building.

The owner's preliminary construction budget is approximately \$ 500,000.00.

BDW BASIC ARCHITECTURAL SERVICES FEE SCHEDULE – NEW CONSTRUCTION

Cost of Construction			Percentage of Architectural Fee
\$ 300,001	to	\$ 400,000	7.9%
\$ 400,001	to	\$ 500,000	7.8%

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NOTES:

1. The Fee Schedule does not include cost for reimbursable expenses. Compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

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

PROJECT TEAM

Owner

Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36102
(334) 832-1210

Architect

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

Civil Engineer, (Architect's Consultant)

Steve Martin Engineering
2251 Gilmer Avenue
Talladega, AL 36078

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

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

Structural Engineer, (Architect's Consultant)

Rebecca Ann Seals
P. O. Box 420092
Eclectic, AL 36024

Electrical Engineer, (Architect's Consultant)

Kenny Gunn and Associates
3102 Hwy. 14
Millbrook, AL 36054

PROJECT PROCUREMENT METHOD

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

Attachment B (1)

Standard Project Development Costs 9-26-2019 Estimate 1

**Re: Flatwood Community Center
Addition and Renovations
Montgomery, Alabama**

A. Professional Fees (7.8% x \$ 448,000)	\$ 34,944
(Architectural, Mechanical, Plumbing, Electrical, Structural and Civil) (2,800 S F x \$ 160.00/SF = \$ 448,000.00)	
B. Owner Supplied Estimated Fees	
1. Land Survey Fee	\$ 2,500
2. Geotech/soil borings Fee	\$ 2,500
C. Miscellaneous Site Project Cost	
a. Landscape Planting	\$ TBD
b. Landscape Irrigation	\$ TBD
c. Site Fencing	\$ TBD
d. Septic Design	\$ TBD
D. Total Estimated Project Cost	
a. Estimated construction cost	\$ 448,000
b. Professional Fees	\$ 34,944
c. Owner supplied Fees	<u>\$ 5,000</u>
Estimated Total Cost	\$ 487,944

Other Possible Development Costs

1. Additional property insurance during construction
2. Temporary utilities during construction (water & power paid by owner)

Attachment B (2)

Standard Project Development Costs 9-26-2019 Estimate 2

**Re: Flatwood Community Center
Addition and Renovations
Montgomery, Alabama**

A. Professional A/E Fees (7.8% x \$ 465,000)	\$ 36,270
(Architectural, Mechanical, Plumbing, Electrical, Structural and Civil)	
(3,000 S F x \$ 155.00/SF = \$ 465,000.00)	
B. Owner Supplied Estimated Fees	
1. Land Survey Fee	\$ 2,500
2. Geotech/soil borings Fee	\$ 2,500
C. Miscellaneous Site Project Cost	
a. Landscape Planting	\$ TBD
b. Landscape Irrigation	\$ TBD
c. Site Fencing	\$ TBD
d. Septic Design	\$ TBD
D. Total Estimated Project Cost	
a. Estimated construction cost	\$ 465,000
b. Professional Fees	\$ 36,270
c. Owner supplied Fees	<u>\$ 5,000</u>
Estimated Total Cost	\$ 506,270

Other Possible Development Costs

1. Additional property insurance during construction
2. Temporary utilities during construction (water & power paid by owner)

ATTACHMENT 'C'

MISCELLANEOUS PROVISIONS

12.6 Supplement to Article 10, Miscellaneous Provisions.

- 10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.
- 10.10 If a Change Order is generated, as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E fees.
- 10.11 Project Betterment
If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.
- 10.12 Consequential Damages
Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.
- 10.13 Indemnification
Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors or omissions) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets, as applicable. The Architect shall remain liable, however, for any claims brought against Architect, Owner, or others based upon Architect's performance under this Agreement or in connection with this Project.
- 10.14 Hold Harmless
The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, 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 successful vendor, 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 successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.



BARGDAV-02

MSUMMERLIN

DATE (MM/DD/YYYY)

10/2/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104	CONTACT NAME:		
	PHONE (A/C, No, Ext): (334) 263-5535	FAX (A/C, No): (334) 264-3375	
	E-MAIL ADDRESS: info@starkeagency.com		
INSURED Barganier Davis Williams Architects Associated 624 S. McDonough Street Montgomery, AL 36104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : Safety National Casualty		15105
	INSURER C : Alabama Retail Comp		
	INSURER D : U S Specialty Insurance Co		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0280614	10/26/2018	10/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRE4004287	1/1/2019	1/1/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Worker's Comp.			4000307	1/1/2019	1/1/2020	Statutory
D	Professional Liab			USS 18-29199	11/10/2018	11/10/2019	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Board of Commissioners
530 S. Lawrence Street
Montgomery, AL 36104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11-12

CONTRACT CHANGE ORDER		Date 9-24-2019	
		Project No. 170023	
		Project Name: Old Selma Road Park Clearing Package	
		Change Order No. 1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of changes - quantities, units, unit prices, change in completion schedule, etc.	Decrease in Contract Price	Increase in Contract Price
1	2	3	4
1.	Original contract amount minus the cost for (4) slope paved headwalls, 863 square yards of riprap, installation of 54 linear feet of 60" RCP, and credit for mulch left onsite.	\$20,000	
Change in Contract price due to this Change Order:			
3	Total Decrease	\$20,000.00	
4	Total Increase	\$0.00	
5	Difference between Columns (3) and (4)	\$20,000.00	
6	Net increase in contract price	-\$20,000.00	
Original Contract Price = \$ 152,730.00			
The sum of \$ is hereby <u>(deducted from)</u> (added to) the total contract price, and the adjusted contract price to date thereby is \$132,730.00			
This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by _____ Engineer, Goodwyn Mills and Cawood, Inc.		<u>9-24-19</u> Date	
Accepted by _____ Contractor:		<u>9-24-19</u> Date	
Approved by _____ Owner:		_____ Date	
T:\+ Administration\Misc Forms\change order form.xls\CHGORI			

Tammy Nix

From: Taylor Watson <taylor.watson@gmcnetwork.com>
Sent: Wednesday, September 25, 2019 8:29 AM
To: Donald Mims
Cc: Max Vaughn; Lamar Allen; James Williams
Subject: FW: Old Selma Road Park
Attachments: Change Order #1 Signed GMC & CCI 9.24.pdf

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

Donnie,

Attached is the change order form lowering the contract price \$20,000.00 which Joe and I have signed. Once the County signs, will you send us the document with everyone's signature included?

Thanks,

Taylor Watson
Engineering

T: 334.271.3200
C: 334.320.8578
D: 334.271.3200 ext.291
E: taylor.watson@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

GMC

From: Joe Cleary <joeccleary@clearyconst.com>
Sent: Tuesday, September 24, 2019 2:10 PM
To: Taylor Watson <taylor.watson@gmcnetwork.com>; Donaldmims@mc-ala.org; Lamar Allen <LamarAllen@mc-ala.org>; JamesWilliams@mc-ala.org
Cc: Max Vaughn <max.vaughn@gmcnetwork.com>; Robbie Butler <robbiebutler@clearyconst.com>; Rhonda Thompson <rhondathompson@clearyconst.com>
Subject: RE: Old Selma Road Park

Taylor,

Attached is our signed copy of Change order No. 1. Let me know if I need to do anything else on our end. I will be getting pay app no. 2 ready to send over.

PROJECT: OLD SELMA ROAD PARK CLEARING & GRUBBING PACKAGE Montgomery County Commission GMC PROJECT NO. CMGM-170023 PARTIAL PAYMENT ESTIMATE				CONTRACT NO. CMGM-170023 PARTIAL PAYMENT ESTIMATE NO. 1 PAGE 2 of 2	
OWNER: <u>Montgomery Co. Commission</u>		CONTRACTOR: <u>CLEARY CONSTRUCTION, INC.</u>		FROM 8/1/2019 TO 9/1/2019	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract	\$ 132,750.00
				2. Change Orders	\$ -
				3. Revised Contract (1 + 2)	\$ 132,750.00
				4. Work Completed *	\$ 132,750.00
				5. Stored Materials *	\$ -
				6. Subtotal (4+ 5)	\$ 132,750.00
				7. Retainage *	\$ 13,275.00
				8. Previous Payments	\$ 105,210.00
				9. Amount Due (6-7-8)	\$ 14,265.00
TOTALS		\$ -			
NET CHANGE		\$ -		* Detailed breakdown attached	
CONTRACT TIME					
Original (days)	70	On Schedule ☒ Yes ☐ No		Starting Date	5/6/2019
Revised	115			Projected Completion	9/7/2019
Remaining	0				
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which the previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due. ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, The quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents. Contractor <u>CLEARY CONSTRUCTION, INC.</u> By <u><i>Joe H. Cleary</i></u> Date <u>9/26/2019</u> Architect or Engineer <u>Goodwyn, Mills & Cawood</u> By <u><i>[Signature]</i></u> Date <u>9/26/2019</u> APPROVED BY OWNER: Owner _____ By _____ Date _____ ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with contract documents. By _____ Title _____ Date _____					

CLEARY CONSTRUCTION, INC.
TOMPKINSVILLE, KY 42167

PROJECT: OLD SELMA ROAD PARK CLEARING & GRUBBING PACKAGE Montgomery County Commission GMC PROJECT NO. CMGM-170023

OWNER: **Montgomery Co**

ESTIMATE NO. #2

FOR PERIOD: 8-15-19 to 9-15-19

PERCENTAGE COMPLETE: 100.0%

CONTRACT ESTIMATE									
ITEM NO.	ITEM DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS ESTIMATE	CURRENT ESTIMATE	TOTAL TO DATE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	1.00	0.00	1.00	\$ 25,000.00
2	Clearing	1	LS	\$ 90,000.00	\$ 90,000.00	0.90	0.10	1.00	\$ 90,000.00
3	Slit Fence	1	LS	\$ 4,000.00	\$ 4,000.00	0.00	1.00	1.00	\$ 4,000.00
4	RipRap	1	LS	\$ 2,000.00	\$ 2,000.00	0.25	0.75	1.00	\$ 2,000.00
5	New 60" RCP	1	LS	\$ 5,600.00	\$ 5,600.00	1.00	0.00	1.00	\$ 5,600.00
6	New 42" RCP	1	LS	\$ 4,800.00	\$ 4,800.00	1.00	0.00	1.00	\$ 4,800.00
7	Unclassified Excavation	1	LS	\$ 1,000.00	\$ 1,000.00	0.00	1.00	1.00	\$ 1,000.00
8	Seeding & Mulching	1	LS	\$ 350.00	\$ 350.00	0.00	1.00	1.00	\$ 350.00
TOTAL					\$ 132,750.00				\$ 132,750.00

SUMMARY OF ALL ESTIMATES

[illegible]

SUMMARY

TOTAL WORK TO DATE	\$	132,750.00
STORED MATERIALS	\$	-
RETAINAGE @ 10%	\$	13,275.00
TOTAL DUE CONTRACTOR TO DATE	\$	119,475.00
LESS PREVIOUS PAYMENTS	\$	105,210.00
AMOUNT DUE FROM THIS ESTIMATE	\$	14,265.00

13-2

Tammy Nix

From: Taylor Watson <taylor.watson@gmcnetwork.com>
Sent: Friday, September 27, 2019 8:12 AM
To: Donald Mims
Cc: Lamar Allen; James Williams; Max Vaughn
Subject: RE: Old Selma Road Park
Attachments: 19055- Pay Estimate #2.1 Final quantities (002).pdf

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

Donnie,

Please disregard the last pay app. Cleary included the retainage as part of the previous payment. The attached pay app is correct based on what the County previously paid.

Thanks,

Taylor Watson
Engineering

T: 334.271.3200
C: 334.320.8578
D: 334.271.3200 ext.291
E: taylor.watson@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

[Building Communities](#)

GMC

From: Donald Mims <DonaldMims@mc-ala.org>
Sent: Thursday, September 26, 2019 4:00 PM
To: Lamar Allen <LamarAllen@mc-ala.org>; James Williams <JamesWilliams@mc-ala.org>
Cc: James Williams <JamesWilliams@mc-ala.org>; Max Vaughn <max.vaughn@gmcnetwork.com>; Taylor Watson <taylor.watson@gmcnetwork.com>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Re: Old Selma Road Park

James and Lamar,

Please review the invoice and see Tammy to schedule a meeting with me to discuss the presentation to the County commission for final payment.

Sent from my iPhone

On Sep 26, 2019, at 3:49 PM, Taylor Watson <taylor.watson@gmcnetwork.com> wrote:

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

Donnie,

Attached is the final pay app from Cleary Construction.

Taylor Watson
Engineering

T: 334.271.3200
C: 334.320.8578
D: 334.271.3200 ext.291
E: taylor.watson@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

<image001.png>

From: Donald Mims <DonaldMims@mc-ala.org>
Sent: Wednesday, September 25, 2019 10:00 AM
To: Taylor Watson <taylor.watson@gmcnetwork.com>
Cc: Max Vaughn <max.vaughn@gmcnetwork.com>; Lamar Allen <LamarAllen@mc-ala.org>; James Williams <JamesWilliams@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Re: Old Selma Road Park

Taylor,

Please have the vendor issue a final invoice so we can approve the change order and final payment at the same time.

Please provide this final invoice no later than Tuesday, October 1.

Sent from my iPhone

On Sep 25, 2019, at 8:30 AM, Taylor Watson <taylor.watson@gmcnetwork.com> wrote:

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

Donnie,

13-4

Attached is the change order form lowering the contract price \$20,000.00 which Joe and I have signed. Once the County signs, will you send us the document with everyone's signature included?

Thanks,

Taylor Watson
Engineering

T: 334.271.3200
C: 334.320.8578
D: 334.271.3200 ext.291
E: taylor.watson@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

<image003.png>

From: Joe Cleary <joecleary@clearyconst.com>
Sent: Tuesday, September 24, 2019 2:10 PM
To: Taylor Watson <taylor.watson@gmcnetwork.com>; Donaldmims@mc-ala.org;
Lamar Allen <LamarAllen@mc-ala.org>; JamesWilliams@mc-ala.org
Cc: Max Vaughn <max.vaughn@gmcnetwork.com>; Robbie Butler
<robbiebutler@clearyconst.com>; Rhonda Thompson
<rhondathompson@clearyconst.com>
Subject: RE: Old Selma Road Park

Taylor,

Attached is our signed copy of Change order No. 1. Let me know if I need to do anything else on our end. I will be getting pay app no. 2 ready to send over.

Thanks,

Joe H Cleary
Cleary Construction, Inc.
2006 Edmonton Road
Tompkinsville, Ky 42167
C: 270-427-0756
O: 270-487-1784 Ext. 33
F: 270-487-8029
Website: www.clearyconst.com

<image002.png>

13-5

From: Taylor Watson <taylor.watson@gmcnetwork.com>
Sent: Tuesday, September 24, 2019 10:16 AM
To: Donaldmims@mc-ala.org; Lamar Allen <LamarAllen@mc-ala.org>;
JamesWilliams@mc-ala.org; Joe Cleary <joecleary@clearyconst.com>
Cc: Max Vaughn <max.vaughn@gmcnetwork.com>
Subject: Old Selma Road Park

Donnie and Joe,

Attached is the change order lowering the contract amount from \$152,730.00 to \$132,730.00. If both parties agree, please sign and send three copies to Goodwyn, Mills & Cawood for our records.

Thanks,

Taylor Watson
Engineering

T: 334.271.3200
C: 334.320.8578
D: 334.271.3200 ext.291
E: taylor.watson@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

<image003.png>

<Change Order #1 Signed GMC & CCI 9.24.pdf>
<19055- Pay Estimate #2.1 Final quantities (002).pdf>

13-6

**RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH
MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT**

WHEREAS, Montgomery County Community Cooperative District (the "District") has been formed to acquire, construct ~~and~~, equip, and operate whitewater rafting and other recreational facilities, entertainment facilities, dining facilities, retail facilities and other related and/or additional facilities (collectively, the "Project") within the City of Montgomery, Alabama on certain property adjacent to Maxwell Air Force Base; and

WHEREAS, the Project will be developed in phases with the initial phase including the whitewater rafting facilities; and

WHEREAS, the District will finance the Project in part through the issuance of its revenue bonds (the "Bonds"); and

WHEREAS, the Montgomery County Commission (the "Commission") has determined the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for Montgomery County, Alabama (the "County") through the creation of jobs and the expansion of the County's tax base; and

WHEREAS, the County has agreed to support the Project and to provide a share of the funding for the Project by entering into a Funding Agreement (the "Funding Agreement") with the District pursuant to which the County will agree to pay the principal and interest on the Bonds; and

WHEREAS, the County's obligation under the Funding Agreement will be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds"); and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture between the District and a commercial bank, as trustee for the purchasers and holders of the Bonds (the "Trust Indenture"); and

WHEREAS, a notice was published in the *Montgomery Advertiser* on October , 2019, pursuant to Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama of 1901.

NOW THEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION as follows:

1. Subject to the conditions contained in this resolution, the Commission does hereby authorize its Chairman to execute the Funding Agreement substantially in the form attached hereto as Exhibit I with such additions, deletions and changes as the Chairman shall

approve, which approval shall be sufficiently evidenced by his execution of such Agreement. The County's payment obligations under the Funding Agreement shall be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds"), as provided in the Funding Agreement. The County covenants and agrees that so long as the Bonds are outstanding, the County will not make any pledge of the Rental Tax Proceeds to secure any obligation that is prior to or on a parity of lien with the pledge thereof made in the Funding Agreement. The authorization of the Funding Agreement is further subject to the following requirements:

(a) The Bonds shall bear interest at fixed rates that will be determined at the time of the sale of the Bonds; provided, however, the interest rates on the Bonds shall not exceed 7.00% and the net interest cost on the Bonds shall not exceed 7.00%.

(b) The principal of the Bonds shall be payable in installments due on ~~such dates and~~ November 1 of each year in such amounts as shall be approved by resolution of the Commission prior to the issuance of the Bonds. The interest on the Bonds shall be payable on ~~such dates as shall be approved by resolution of the Commission prior to~~ May 1 and November 1 of each year following the issuance of the Bonds.

(c) The final maturity of the Bonds shall be no later than 30 years after the date of the Bonds.

(d) The Bonds shall be subject to redemption in whole or in part, at the option of the District (but with the prior written consent of the County), on redemption dates and at redemption prices consistent with the requirements of Sections 11-82-3 and 11-82-4 of the Code of Alabama 1975, as amended.

2. The Commission shall approve by subsequent resolution such other matters and documents as may be necessary, appropriate or helpful in connection with the sale and issuance of the Bonds and the authorization of the Funding Agreement. In anticipation of the sale and issuance of the Bonds, the Chairman of the Commission, all other members of the Commission, the County Administrator and any other officer of the County are hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the official seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate, subject to the limitations herein, in order to (i) carry into effect the intent of the provisions of this resolution, (ii) demonstrate the validity of the Bonds, the Funding Agreement and the security therefor or (iii) facilitate the transaction contemplated herein and in the Funding Agreement.

3. The Commission hereby determines that the expenditure of public funds pursuant to the Funding Agreement to pay debt service on the Bonds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Summary report:	
Litéra® Change-Pro TDC 10.1.0.400 Document comparison done on	
10/2/2019 12:20:54 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://BHAMLIB/1647321/1	
Modified DMS: dm://BHAMLIB/1647321/2	
Changes:	
Add	10
Delete	6
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	16

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated _____, 2019 (the "Agreement") is entered into by **MONTGOMERY COUNTY, ALABAMA** (the "County") and **MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT** (the "District").

RECITALS

A. The District was formed to acquire, construct, equip and operate whitewater rafting and other recreational facilities, entertainment facilities, dining facilities, retail facilities and other related and/or additional facilities (collectively, the "Project") located within the City of Montgomery, Alabama on certain property adjacent to Maxwell Air Force Base.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base. The County has agreed to support the Project and to provide a share of the funding for the Project as set forth in this Agreement.

C. The Project will be developed in phases with the initial phase including the whitewater rafting facilities. The District will finance the Project in part through the issuance of its revenue bonds (the "Bonds"). Pursuant to this Agreement the County has agreed to make the County Contributions (defined herein) to the District to provide funds for the payment of the Bonds. The Bonds will provide a portion of the funding for the Project. The County's obligation under this Agreement to make the County Contributions will be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds").

D. The District and the County have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, including without limitation (i) Section 11-99B-12 of the Code of Alabama 1975, as amended ("Section 11-99B-12"), (ii) Amendment 713 to the Constitution of the State of Alabama ("Amendment 713") and (iii) Amendment 772 to the Constitution of the State of Alabama (Section 94.01 of the Official Recompile of the Constitution of Alabama of 1901) ("Amendment 772").

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

Section 1. Findings and Determinations by County.

The County hereby finds and determines that:

(a) This Agreement is authorized by Alabama law, including without limitation (i) Section 11-99B-12, (ii) Amendment 713 and (iii) Amendment 772.

(b) Notice was published in the *Montgomery Advertiser* on October __, 2019, pursuant to Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama of 1901 setting forth the information required to be addressed thereby with respect to the County's payments under this Agreement.

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

(d) The expenditure of public funds pursuant to this Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities

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

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

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

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

(f) The Bonds shall be issued by the District and shall be limited obligations of the District payable solely out of the County Contributions. Under the provisions of Amendment 772, neither the Bonds nor the payment obligation of the County under this Agreement shall constitute a debt of the County for purposes of the debt limitation provisions of Section 225 of the Constitution of the State of Alabama, as amended.

Section 2. Issuance of Bonds and District Covenants.

(a) This Agreement may be executed and delivered prior to the date of issuance of the Bonds; however, this Agreement will not become effective until the Bonds are issued.

(b) This Agreement will expire and terminate if the Bonds have not been issued by December 31, 2021.

(c) The Bonds will have a term of not more than 30 years from their date of issuance. The District shall not issue additional bonds payable from or secured by the County Contributions under this Agreement without the prior written consent of the County. The District will not refund the Bonds without the prior written consent of the County. Any refunding of the Bonds shall not in any event increase the amount of the County Contributions or extend the obligation of the County past the original maturity date of the Bonds without the prior written consent of the County.

(d) The County shall have the right to review the documents related to the issuance of the Bonds and to approve or reject the terms of the Bonds prior to the closing on the Bonds. The County's approval of the terms of the Bonds shall be evidenced by a resolution of the Montgomery County Commission approving of such terms.

Section 3. County Contributions.

(a) During the term of this Agreement the County shall make payments to the District in amounts and at times sufficient to pay the principal and interest on the Bonds as such principal and interest comes due (the "County Contributions"). The County's obligation to make the County Contributions is a general obligation of the County, secured by the full faith and credit of the County, and is further secured by a pledge of the Rental Tax Proceeds. Except for the pledge of the Rental Tax Proceeds, the County's obligation to make the County Contributions does not include a special pledge of any tax revenues collected by the County. The County covenants and agrees that so long as the Bonds are outstanding, the County will not make any pledge of the Rental Tax Proceeds to secure any obligations that is prior to or on a parity of lien with the pledge made herein to secure the County Contributions.

(b) The term of this Agreement shall end on the final maturity of the Bonds; provided, however, that this Agreement shall automatically terminate prior to the stated termination date if the Bonds have been paid in full. The term of this Agreement may not be extended without the prior written consent of the County.

(c) The County acknowledges that the District will pledge and assign the County Contributions as security for the payment of the Bonds and hereby consents to such pledge and assignment. When the Bonds are issued, the District shall deliver written notification of the assignment, including payment instructions for the trustee for holders of the Bonds. The County Contributions shall be paid directly to such trustee.

(d) The obligation of the County to make the County Contributions and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counter-claim the County might otherwise have against the District. The County shall not suspend or discontinue the payment of any County Contributions or fail to perform and observe any of its other agreements and covenants contained in this Agreement or terminate this Agreement for any cause whatsoever while the Bonds are outstanding.

Section 4. Third Party Beneficiary Agreement.

This Agreement shall be considered a third-party beneficiary contract, and the trustee under the indenture pursuant to which the Bonds will be issued and the holders of the Bonds shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the County and the District contained herein as fully and completely as if said holders were parties hereto. The County acknowledges and agrees (i) that its said covenants and agreements are binding, (ii) that its performance of said covenants and agreements may be enforced through legal or equitable actions in a court of competent jurisdiction, (iii) that the officers of the County can be compelled by mandamus to perform the acts required by this Agreement, and (iv) that the obligation of the County to appropriate and pay the County Contributions to the District and to perform and observe the other agreements and covenants on its part herein contained shall be an absolute and unconditional general obligation of the County for payment of which the County hereby irrevocably pledges its full faith and credit, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the District.

Section 5. Termination.

If the Bonds have not been issued by December 31, 2021, this Agreement shall terminate on January 1, 2022. If the Bonds have been issued by December 31, 2021, this Agreement shall terminate upon the final payment and retirement of the Bonds.

Section 6. Miscellaneous.

(a) No modification, amendment or alteration of this Agreement shall be effective unless in writing and signed by the County and the District; *provided, however*, that no modification, amendment or alteration of this Agreement may be made that would (i) reduce or eliminate the amount of the County Contributions, (ii) change the timing or due date of the County Contributions, (iii) terminate or alter the assignment of this Agreement to the trustee for holders of the Bonds, or (v) in any way adversely affect the interest of the holders of the Bonds, unless (A) the County and the District obtain the prior written consent of the holders of the Bonds and (B) each rating agency that maintains a rating on the Bonds confirms in writing that such modification, amendment or alteration will not cause or result in a reduction or withdrawal of such rating.

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

[signatures appear on following page]

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

MONTGOMERY COUNTY, ALABAMA

By: _____

Title: _____

**MONTGOMERY COUNTY COMMUNITY
COOPERATIVE DISTRICT**

By: _____

Title: _____

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated _____, 2019 (the "Agreement") is entered into by **MONTGOMERY COUNTY, ALABAMA** (the "County") and **MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT** (the "District").

RECITALS

A. The District was formed to acquire, construct, equip and operate whitewater rafting and other recreational facilities, entertainment facilities, dining facilities, retail facilities and other related and/or additional facilities (collectively, the "Project") located within the City of Montgomery, Alabama on certain property adjacent to Maxwell Air Force Base.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base. The County has agreed to support the Project and to provide a share of the funding for the Project as set forth in this Agreement.

C. The Project will be developed in phases with the initial phase including the whitewater rafting facilities. The District will finance the Project in part through the issuance of its revenue bonds (the "Bonds"). Pursuant to this Agreement the County has agreed to make the County Contributions (defined herein) to the District to provide funds for the payment of the Bonds. The Bonds will provide a portion of the funding for the Project. The County's obligation under this Agreement to make the County Contributions will be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds").

D. The District and the County have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, including without limitation (i) Section 11-99B-12 of the Code of Alabama 1975, as amended ("Section 11-99B-12"), and ~~(ii) Amendment 713 to the Constitution of the State of Alabama ("Amendment 713") and (iii) Amendment 772 to the Constitution of the State of Alabama (Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901) ("Amendment 772")~~.

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

Section 1. Findings and Determinations by County.

The County hereby finds and determines that:

(a) This Agreement is authorized by Alabama law, including without limitation (i) Section 11-99B-12 and, (ii) Amendment 713 and (iii) Amendment 772.

(b) Notice was published in the *Montgomery Advertiser* on October _____, 2019, pursuant to Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama of 1901 setting forth the information required to be addressed thereby with respect to the County's payments under this Agreement.

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

(d) The expenditure of public funds pursuant to this Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities

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

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

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

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

(df) The Bonds shall be issued by the District and shall be limited obligations of the District payable solely out of the County Contributions. Under the provisions of Amendment 772, neither the Bonds nor the payment obligation of the County under this Agreement shall constitute a debt of the County for purposes of the debt limitation provisions of Section 225 of the Constitution of the State of Alabama, as amended.

Section 2. Issuance of Bonds and District Covenants.

(a) This Agreement may be executed and delivered prior to the date of issuance of the Bonds; however, this Agreement will not become effective until the Bonds are issued.

(b) This Agreement will expire and terminate if the Bonds have not been issued by December 31, 2021.

(c) The Bonds will have a term of not more than 30 years from their date of issuance. The District shall not issue additional bonds payable from or secured by the County Contributions under this Agreement without the prior written consent of the County. The District will not refund the Bonds without the prior written consent of the County. Any refunding of the Bonds shall not in any event increase the amount of the County Contributions or extend the obligation of the County past the original maturity date of the Bonds without the prior written consent of the County.

(d) The County shall have the right to review the documents related to the issuance of the Bonds and to approve or reject the terms of the Bonds prior to the closing on the Bonds. The County's approval of the terms of the Bonds shall be evidenced by a resolution of the Montgomery County Commission approving of such terms.

Section 3. County Contributions.

(a) During the term of this Agreement the County shall make payments to the District in amounts and at times sufficient to pay the principal and interest on the Bonds as such principal and interest comes due (the "County Contributions"). The County's obligation to make the County Contributions is a general obligation of the County, secured by the full faith and credit of the County, and is further secured by a pledge of the Rental Tax Proceeds. Except for the pledge of the Rental Tax Proceeds, the County's obligation to make the County Contributions does not include a special pledge of any tax revenues collected by the County. The County covenants and agrees that so long as the Bonds are outstanding, the County will not make any pledge of the Rental Tax Proceeds to secure any obligations that is prior to or on a parity of lien with the pledge made herein to secure the County Contributions.

(b) The term of this Agreement shall end on the final maturity of the Bonds; provided, however, that this Agreement shall automatically terminate prior to the stated termination date if the Bonds have been paid in full. The term of this Agreement may not be extended without the prior written consent of the County.

(c) The County acknowledges that the District will pledge and assign the County Contributions as security for the payment of the Bonds and hereby consents to such pledge and assignment. When the Bonds are issued, the District shall deliver written notification of the assignment, including payment instructions for the trustee for holders of the Bonds. The County Contributions shall be paid directly to such trustee.

(d) The obligation of the County to make the County Contributions and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counter-claim the County might otherwise have against the District. The County shall not suspend or discontinue the payment of any County Contributions or fail to perform and observe any of its other agreements and covenants contained in this Agreement or terminate this Agreement for any cause whatsoever while the Bonds are outstanding.

Section 4. Third Party Beneficiary Agreement.

This Agreement shall be considered a third-party beneficiary contract, and the trustee under the indenture pursuant to which the Bonds will be issued and the holders of the Bonds shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the County and the District contained herein as fully and completely as if said holders were parties hereto. The County acknowledges and agrees (i) that its said covenants and agreements are binding, (ii) that its performance of said covenants and agreements may be enforced through legal or equitable actions in a court of competent jurisdiction, (iii) that the officers of the County can be compelled by mandamus to perform the acts required by this Agreement, and (iv) that the obligation of the County to appropriate and pay the County Contributions to the District and to perform and observe the other agreements and covenants on its part herein contained shall be an absolute and unconditional general obligation of the County for payment of which the County hereby irrevocably pledges its full faith and credit, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the District.

Section 5. Termination.

If the Bonds have not been issued by December 31, 2021, this Agreement shall terminate on January 1, 2022. If the Bonds have been issued by December 31, 2021, this Agreement shall terminate upon the final payment and retirement of the Bonds.

Summary report:	
Litéra® Change-Pro TDC 10.1.0.400 Document comparison done on	
10/2/2019 12:21:47 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://BHAMLIB/1645585/1	
Modified DMS: dm://BHAMLIB/1645585/2	
Changes:	
Add	11
Delete	6
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	17

**RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH
MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT**

WHEREAS, Montgomery County Community Cooperative District (the "District") has been formed to acquire, construct, equip and operate whitewater rafting and other recreational facilities, entertainment facilities, dining facilities, retail facilities and other related and/or additional facilities (collectively, the "Project") within the City of Montgomery, Alabama on certain property adjacent to Maxwell Air Force Base; and

WHEREAS, the Project will be developed in phases with the initial phase including the whitewater rafting facilities; and

WHEREAS, the District will finance the Project in part through the issuance of its revenue bonds (the "Bonds"); and

WHEREAS, the Montgomery County Commission (the "Commission") has determined the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for Montgomery County, Alabama (the "County") through the creation of jobs and the expansion of the County's tax base; and

WHEREAS, the County has agreed to support the Project and to provide a share of the funding for the Project by entering into a Funding Agreement (the "Funding Agreement") with the District pursuant to which the County will agree to pay the principal and interest on the Bonds; and

WHEREAS, the County's obligation under the Funding Agreement will be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds"); and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture between the District and a commercial bank, as trustee for the purchasers and holders of the Bonds (the "Trust Indenture"); and

WHEREAS, a notice was published in the *Montgomery Advertiser* on October __, 2019, pursuant to Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama of 1901.

NOW THEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION as follows:

1. Subject to the conditions contained in this resolution, the Commission does hereby authorize its Chairman to execute the Funding Agreement substantially in the form attached hereto as Exhibit I with such additions, deletions and changes as the Chairman shall

approve, which approval shall be sufficiently evidenced by his execution of such Agreement. The County's payment obligations under the Funding Agreement shall be a general obligation of the County, secured by the full faith and credit of the County, and will also be secured by a pledge of the proceeds of the rental tax levied by the County pursuant to Act No. 2019-091 enacted during the 2019 Regular Session of the Alabama Legislature (the "Rental Tax Proceeds"), as provided in the Funding Agreement. The County covenants and agrees that so long as the Bonds are outstanding, the County will not make any pledge of the Rental Tax Proceeds to secure any obligation that is prior to or on a parity of lien with the pledge thereof made in the Funding Agreement. The authorization of the Funding Agreement is further subject to the following requirements:

(a) The Bonds shall bear interest at fixed rates that will be determined at the time of the sale of the Bonds; provided, however, the interest rates on the Bonds shall not exceed 7.00% and the net interest cost on the Bonds shall not exceed 7.00%.

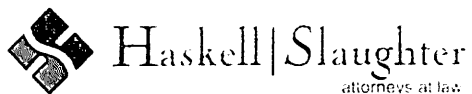
(b) The principal of the Bonds shall be payable in installments due on November 1 of each year in such amounts as shall be approved by resolution of the Commission prior to the issuance of the Bonds. The interest on the Bonds shall be payable on May 1 and November 1 of each year following the issuance of the Bonds.

(c) The final maturity of the Bonds shall be no later than 30 years after the date of the Bonds.

(d) The Bonds shall be subject to redemption in whole or in part, at the option of the District (but with the prior written consent of the County), on redemption dates and at redemption prices consistent with the requirements of Sections 11-82-3 and 11-82-4 of the Code of Alabama 1975, as amended.

2. The Commission shall approve by subsequent resolution such other matters and documents as may be necessary, appropriate or helpful in connection with the sale and issuance of the Bonds and the authorization of the Funding Agreement. In anticipation of the sale and issuance of the Bonds, the Chairman of the Commission, all other members of the Commission, the County Administrator and any other officer of the County are hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the official seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate, subject to the limitations herein, in order to (i) carry into effect the intent of the provisions of this resolution, (ii) demonstrate the validity of the Bonds, the Funding Agreement and the security therefor or (iii) facilitate the transaction contemplated herein and in the Funding Agreement.

3. The Commission hereby determines that the expenditure of public funds pursuant to the Funding Agreement to pay debt service on the Bonds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.



Haskell Slaughter Gallion & Walker, LLC

242 Winton M. Blount Loop

Montgomery, Alabama 36117

t 334 265 8573 | f 334 264 7945

MEMORANDUM

October 3, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: White Water Funding Agreement and Resolution

TTG

I have reviewed all redline versions of the Funding Agreement drafts and the draft Resolution.

These documents are acceptable. The Agreement and Resolution will be binding on all parties upon execution.

You requested that I keep Tyrone up to date on this matter, which I am doing.

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 the agreement should not be executed if it is the desire of the Montgomery County Commission.

cc: Tyrone Means

50051-317

14-16

Tammy Price

From: Donald Mims <DonaldMims@mc-ala.org>
Sent: Wednesday, October 02, 2019 4:03 PM
To: Thomas Gallion
Subject: Important / Fwd: County Resolution re Whitewater Funding Agreement
Attachments: Balch_Logo_17db8ea2-760c-49c3-b0ff-19f80bb6a179.jpg; ATT00001.htm; BHAMLIB-#1645585-v2-Whitewater_-_Funding_Agreement_(County).DOCX; ATT00002.htm; BHAMLIB-#1645585-vdocx-Whitewater_-_Funding_Agreement_(County).DOCX; ATT00003.htm; BHAMLIB-#1647321-v2-Whitewater_-_County_Resolution_Authorizing_Funding_Agreement.DOCX; ATT00004.htm; BHAMLIB-#1647321-vdocx-Whitewater_-_County_Resolution_Authorizing_Funding_Agreement.DOCX; ATT00005.htm

Please Review & Issue Opinion Thur Noon.

Donnie

Sent from my iPhone

Begin forwarded message:

From: "Gwathney, Curt" <cgwathney@balch.com>
Date: October 2, 2019 at 12:27:56 PM CDT
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: "Roby, Riley" <rroby@balch.com>
Subject: County Resolution re Whitewater Funding Agreement

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

Donnie,

Attached are clean and redlined versions of the County/Cooperative District Funding Agreement and the resolution of the County authorizing the agreement. The changes from the prior draft are minimal and mostly relate to satisfying the economic development related constitutional amendments (No. 713 and No. 772).

Riley and I will draft a newspaper notice to satisfy the requirements of those amendment and send it to you for review. The notice will run before the County Commission adopts the resolution at its meeting on the 21st.

Let me know if there are any questions.

On a related note, I'll be sending you the meeting notice for the cooperative district this afternoon.

Thanks,
Curt



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

3427 Wallahatchee Rd. • P.O. Box 640099 • Pike Road, AL 36064 • (334) 271-1048

Dear Commissioners,

Enclosed herewith please find the Pike Road Volunteer Fire Protection Authority's ("PRVFPA") application for amendment to its certificate of incorporation along with supporting documents. As you may be aware, the County Commission approved the original Certificate of Incorporation for the PRVFPA in 1992. That original certificate of incorporation, along with original application and meeting minutes from the County Commission whereby the application was approved, are attached. I am sure you will agree that since 1992 Pike Road has changed significantly, and with it so have the operations of the PRVFPA and service demands made upon it. With this application, the Board is requesting that the County Commission approve amendments that are being made to update the Certificate of Incorporation to reflect the PRVFPA's current financial and organization operations. The County Commission must approve this application under Ala. Code (1975) 11-88-5(c)-(d) before the PRVFPA can move forward for final certification with a filing in the Probate Court. Please review and consider the application for approval at your next meeting.

Sincerely,



Jim Miller
Board Chairman PRVFPA

**RESOLUTION TO AMEND PIKE ROAD VOLUNTEER FIRE PROTECTION
AUTHORITY CERTIFICATE OF INCORPORATION**

WHEREAS, the Application to Incorporate the Pike Road Volunteer Fire Protection Authority was approved by the Montgomery County Commission on July 27, 1992; and

WHEREAS, the Judge of Probate of Montgomery County certified that the Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority was properly filed and recorded with the Montgomery County Probate Court on August 20, 1992; and

WHEREAS, Alabama Code (1975) §11-88-5 states that the certificate of incorporation of any authority incorporated under the provisions of that article may at any time and from time to time be amended in the manner provided in that section; and

WHEREAS, there have been changes to the nature and kind of the authority's organizational structure, operations, funding sources and service requirements, among other changes; and

WHEREAS, the Board of Directors of the Pike Road Volunteer Fire Protection Authority wish to institute changes to the Certificate of Incorporation such that it reflects the current operations of the authority; and

WHEREAS, the Board of Directors has reviewed the proposed Amended and Restated Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority set forth in full herein this resolution.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the Pike Road Volunteer Fire Protection Authority hereby approves the proposed Amended and Restated Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority and authorizes application for approval of the same to the Montgomery County Commission of the amendment such that the Certificate of Incorporation will now read in its entirety as follows:

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY**

ARTICLE I.

A. The names and residence addresses of the applicants for this amendment to the original Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority are: James R. Miller, 3255 Mathews Rd., Mathews, Alabama 36052; Jimmy Grubbs, 10608 Old Pike Road, Mathews, Alabama 36052; David Livingston, 9021 Black Cherry Trail., Pike Road, Alabama 36064, Janet Roberts, 1218 Foggy Hollow Trail, Fitzpatrick, Alabama 36029; and Brian Shelton, 811 Macon County Rd., Cecil, Alabama 36013.

B. Each of the above is a resident of and an owner of real property in Montgomery County and each is a duly qualified elector of Montgomery County.

ARTICLE II.

The name of the Authority is "Pike Road Volunteer Fire Protection Authority."

ARTICLE III.

The period of the Authority's existence is perpetual.

ARTICLE IV.

In accordance with Ala. Code § 11-88-5, on _____, the Montgomery County Commission adopted a resolution determining that the statements contained in the Pike Road Volunteer Fire Protection Authority's application were true.

ARTICLE V.

The principal office of the Pike Road Volunteer Fire Protection Authority is located at 3427 Wallahatchie Rd, Pike Rd, AL 36064, and the agent in charge thereof upon whom process against this Authority may be served is Robin Powell, Secretary, Post Office Box 640099, Pike Road, Alabama 36064.

ARTICLE VI.

The areas in which the Authority renders fire protection service according to the original Certificate of Incorporation are as follows and are subject to amendment from time to time in the event new areas have been added or deleted from the rendering of service:

<u>Township</u>	<u>Ranges</u>	<u>Sections</u>
14N	20E	1-36
14N	19E	1, 12, 13, 24, 25, 36
15N	21E	4-9 14-19, 30,
15N	20E	1-36
15N	19E	1-3, 10-12,

		13-15,
		23-26, 36
16N	21E	19, 30-32
16N	20E	1-36
16N	19E	1, 2, 11-14,
		23-24, 25-27, 34-36
17N	20E	31, 32, 33, 34, 35
17N	19E	36

ARTICLE VII.

The Authority is organized for the purpose of rendering fire protection services, preventing or suppressing all dangerous and damaging fires and to save life, and property, administer first aid, promote safety, and assist any agency of the community, county, state or federal governments when called upon to do so for the purposes and objects hereinabove set forth.

This Fire Authority is a not-for-profit corporation with any funds raised by or obtained through the Montgomery County Association of Volunteer Fire Departments, service contracts with municipalities, community fund raising events, donations, or other receipts of funds as allowed for by §11-88-1 et seq. being used for improvement or acquisition of facilities, provision of general fire service operations, and/or equipment of the Fire Authority.

ARTICLE VIII.

The Authority may exercise the powers set forth in §11-88-1 et seq. and the following powers:

A. To encourage, solicit and receive funds in furthering the objectives of the Fire Authority.

B. To acquire by lease, option, purchase, gift, grant, devise or conveyance, or otherwise to hold, enjoy, possess, rent, lease and sell real or personal property or any interest therein that may be deemed to be in the best interest of the Fire Authority. To do and perform all other acts and things which may be incidental to and come legitimately within the scope of any and all foregoing objects, purposes or which may be necessary or appropriate of the carrying out and accomplishing of any and all of the foregoing objectives and purposes and exercise all rights and powers now conferred or which may hereafter be conferred on corporations not of a business character under the laws of the State of Alabama.

ARTICLE IX.

The Board of Directors shall be elected in accordance with Ala. Code §11-88-6.

Each director shall be reimbursed for expenses actually incurred by the director in and about the performance of the director's duties and shall further be compensated in accordance with the guidelines set forth in Ala. Code §11-88-6. The chairman of the board shall be further compensated in an additional amount to the other directors as set forth in §11-88-6.

A director may be removed from office in accordance with Ala. Code § 11-88-6.

ARTICLE X.

The corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any director or individual. The balance, if any, of all money received by the corporation from its operation, gifts, contributions, or otherwise, after the payment in full of any debt in operations of the corporation of whatsoever kind and nature shall be used and distributed exclusively for the purposes of acquisition, improvement or maintenance of Fire Authority facilities.

ARTICLE XI.

All changes in Fire Authority policy or amendments of this Charter shall be made in accordance with Alabama Code § 11-88-1 et seq.

Done this ____th day of _____, 2019.

IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands,
this ____ day of _____, 2019.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Jim Miller, Jimmy Grubbs, David Livingston, Janet Roberts and Brian

15-5

Shelton being known to me and who, being by me first duly sworn, deposes and says that they are the board of directors and applicants of Pike Road Volunteer Fire Protection Authority; that they are authorized to make this verification; and that the facts contained in the above are true and correct.

James R. Miller

Greg Deak

[Signature]

Benny Shelton

[Signature]

STATE OF ALABAMA

*

*

ACKNOWLEDGEMENT

*

Montgomery COUNTY

I, Robin Powell, a Notary Public in and for said County, in said State, hereby certify that, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, having read the contents of this document, she executed the same on the day the same bears date.

Given under my hand and official seal this 24 day of September 2019.

Robin Powell

Notary Public

My commission expires 4/10/2023

**APPLICATION FOR AMENDMENT TO CERTIFICATE OF INCORPORATION OF
PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY**

The undersigned, James R. Miller, Jimmy Grubbs, David Livingston, Janet Roberts, and Brian Shelton make application in accordance with Alabama Code (1975) §11-88-5 for authority to amend the Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority for the purpose of updating the Certificate of Incorporation to reflect its current financial and organization operations.

The undersigned state that the original Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority was authorized by the County Commission of Montgomery County, Alabama on July 27, 1992.

The undersigned stated that the Board of Directors of the Pike Road Volunteer Fire Protection Authority has adopted a resolution authorizing and declaring its intention to apply for approval of the Amended and Restated Certificate of Incorporation of Pike Road Volunteer Fire Protection Authority, attached to this application, to the County Commission of Montgomery County, Alabama.

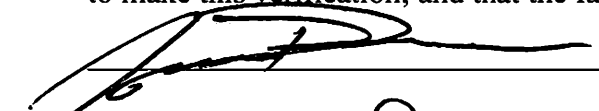
The undersigned state that the amendment will promote the public health, convenience, and welfare; that each of the applicants is a resident of, and owner of real property in, the areas of the county in which the Authority renders fire protection service, and that each of them is a duly qualified elector of said county.

The undersigned hereby petition the Board of County Commissioners of Montgomery County, Alabama, to adopt a resolution declaring that it has reviewed the contents of this application and has found and determined as a matter of fact that the statements contained in the application are true, and authorizing this amendment to the original Certificate of Incorporation of the Pike Road Volunteer Fire Protection Authority.

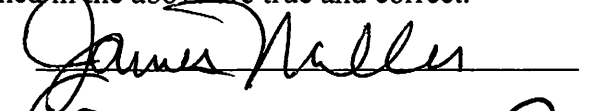
IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands, this 26 day of September, 2019.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Jim Miller, Jimmy Grubbs, David Livingston, Janet Roberts and Brian Shelton being known to me and who, being by me first duly sworn, deposes and says that they are the board of directors and applicants of Pike Road Volunteer Fire Protection Authority; that they are authorized to make this verification; and that the facts contained in the above are true and correct.



Brian Shelton



James Miller

15-7

Jeir D. Bull

STATE OF ALABAMA

Montgomery COUNTY

*
*
*

ACKNOWLEDGEMENT

I, Robin Powell, a Notary Public in and for said County, in said State, hereby certify that, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, having read the contents of this document, she executed the same on the day the same bears date.

Given under my hand and official seal this 26 day of September, 2019.

Robin Powell
Notary Public
My commission expires 4/10/2023

CERTIFICATION

I, James R. Miller, hereby certify, acknowledge, and affirm that I am the Chairman of the Board of the Pike Road Volunteer Fire Protection Authority (the "Authority"), a public corporation organized or operated pursuant to or under the laws of the State of Alabama and located in Montgomery County, Alabama, and that the attached records are an exact, full, true, and correct copy of said records pertaining to the resolution passed by the Board of Directors to amend the original Certificate of Incorporation of the Authority.

I further certify that I am familiar with these records, and their mode of preparation and I further certify that they were made in the regular course of business of the Authority, and that it was the regular course of the business to make such records at the time of the events referred to in the records or within a reasonable time thereafter. I further certify that these records were made at the time the occurrences or events therein referred to occurred, or arose, or were made within a reasonable time thereafter. All of which I hereby certify and affirm on this the 26 day of September, 2019.


CHAIRMAN OF THE BOARD

STATE OF ALABAMA

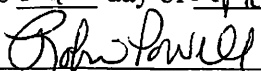
Montgomery COUNTY

*
*
*

ACKNOWLEDGEMENT

I, Robin Powell, a Notary Public in and for said County, in said State, hereby certify that, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, having read the contents of this document, she executed the same on the day the same bears date.

Given under my hand and official seal this 26 day of September, 2019.


Notary Public
My commission expires 4/10/2023

CERTIFICATION OF INCORPORATION

OF

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned Walker Hobbie, Jr., Judge of Probate of Montgomery County, Alabama, hereby certify that the Certificate of

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

has this day been filed for record in the Probate Court of Montgomery County, Alabama; and that the Certificate of Incorporation has been recorded in compliance of Title 10-3A of the Code of Alabama.

IN WITNESS WHEREOF, I, the said Walker Hobbie, Jr., as the Judge of Probate of Montgomery County, Alabama, hereunto set my name and affix my seal of said probate on this the 20 day of August, 19 92.

Walker Hobbie Jr

WALKER HOBBIE, JR.

JUDGE OF PROBATE

MONTGOMERY COUNTY, ALABAMA

**CERTIFICATE OF INCORPORATION
OF
PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY**

ARTICLE I.

A. The names and residence addresses of the applicants and incorporators are as follows: Jane James, 9570 Vaughn Road, Pike Road, Alabama 36064; John R. McGregor, Jr., 2512 Old Pike Road, Pike Road, Alabama 36064; and Frances Ard, 6506 Carter Hill Road, Pike Road, Alabama 36064.

B. Each of the above is a resident of and an owner of real property in Montgomery County and each is a duly qualified elector of Montgomery County.

ARTICLE II.

The name of the Authority is "Pike Road Volunteer Fire Protection Authority."

ARTICLE III.

The period of the Authority's existence is perpetual.

ARTICLE IV.

In accordance with Ala. Code §11-88-3, on 7-27, 1992, the Montgomery County Commission adopted a resolution determining that the statements contained in Pike Road Volunteer Fire Protection Authority's application were true.

ARTICLE V.

The principal office of the Pike Road Volunteer Fire Protection Authority is located at Route #1, Pike Road, Alabama 36064, and the agent in charge thereof upon whom process against this Authority may be served is Frances Ard, Secretary, Post Office Box 640099, Pike Road, Alabama 36064.

ARTICLE VI.

The areas in which the Authority proposes to render fire protection service are as follows:

<u>Township</u>	<u>Ranges</u>	<u>Sections</u>
14N	20E	1-36
14N	19E	1, 12, 13, 24, 25, 36
15N	21E	4-9 14-19, 30,
15N	20E	1-36
15N	19E	1-3, 10-12, 13-15, 23-26, 36
16N	21E	19, 30-32
16N	20E	1-36
16N	19E	1, 2, 11-14, 23-24, 25-27, 34-36
17N	20E	31, 32, 33, 34, 35
17N	19E	36

ARTICLE VII.

The Authority is organized for the purpose of preventing or suppressing all dangerous and damaging fires and to save life, and property, administer first aid, promote safety, and assist any agency of the community, county, state or federal governments when called upon to do so for the purposes and objects hereinabove set forth.

This Fire Authority is a not-for-profit corporation with any funds raised by membership dues, community fund raising events, donations or other receipts of funds being used solely for improvement or acquisition of facilities and/or equipment of the Fire Authority.

ARTICLE VIII.

The Authority may exercise the powers set forth in § 11-88 et seq. and the following powers:

A. To encourage, solicit and receive funds in furthering the objectives of the Fire Authority.

B. To acquire by lease, option, purchase, gift, grant, devise or conveyance, or otherwise to hold, enjoy, possess, rent, lease and sell real or personal property or any interest therein that may be deemed to be in the best

interest of the Fire Authority. To do and perform all other acts and things which may be incidental to and come legitimately within the scope of any and all foregoing objects, purposes or which may be necessary or appropriate of the carrying out and accomplishing of any and all of the foregoing objectives and purposes and exercise all rights and powers now conferred or which may hereafter be conferred on corporations not of a business character under the laws of the State of Alabama.

ARTICLE IX.

Active members of the Fire Authority shall consist of those persons who have made application for membership and who shall have paid the dues prescribed by the board of directors of the current year.

Honorary members do not have the voting privileges of active members in any Fire Authority business.

ARTICLE X.

The Board of Directors shall be elected in accordance with Ala. Code § 11-88-6.

A director may be removed from office in accordance with the provisions contained in Ala. Code § 11-88-6.

ARTICLE XI.

The corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, or director, or individual. The balance, if any, of all money received by the corporation from its operation, gifts, contributions, or otherwise, after the payment in full of any debt in operations of the corporation of whatsoever kind and nature shall be used and distributed exclusively for the purposes of acquisition, improvement or maintenance of Fire Authority facilities.

ARTICLE XII.

All changes in Fire Authority policy or amendments of this Charter shall be made in accordance with Alabama Code § 11-88 et seq.

IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands, this 16th day of August, 1992.

Jane James
John R. McGregor, Jr.
Frances B. Ard

STATE OF ALABAMA
 MONTGOMERY COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Jane James, Frances Ard and John R. McGregor, Jr. being known to me and who, being by me first duly sworn, deposes and says that they are the initial applicants and incorporators of Pike Road Volunteer Fire Protection Authority; that they are authorized to make this verification; and that the facts contained in the above and foregoing Articles of Incorporation are true and correct.

Jane James
Frances B. Ard
John R. McGregor, Jr.

GIVEN under my hand and seal of office, this the 10th day of August, 1992.

Philip H. Butler
 NOTARY PUBLIC

REGULAR ADJOURNED MEETING
MONTGOMERY COUNTY COMMISSION

JULY 27, 1992

PRESENT: Chairman Joseph, Members Bray, Gowan, Knight and McWhorter
(Engineer Trotter, Administrator Stockman and
Ms. Connie Caldwell, representing Attorney Gallion)

ABSENT: (Attorney Gallion)

The meeting was opened with prayer led by Mr. Bray.

Mr. McWhorter made a motion to approve the Minutes of the Regular Adjourned Meeting of July 20, 1992 as presented. The motion was seconded by Mr. Bray and unanimously approved by the Commission.

B U S I N E S S

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY -
APPLICATION TO INCORPORATE APPROVED

Mr. Philip Butler, Attorney for the Pike Road Volunteer Fire Department, addressed the Commission and presented the following application for authority to incorporate:

APPLICATION FOR AUTHORITY TO INCORPORATE
PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

The undersigned, Jane James, Frances Ard and John R. McGregor, Jr. do hereby make application in accordance with the provisions of Act No. 82-761, Second Session of the Legislature of Alabama, 1982, for authority to incorporate a public corporation for the purpose of operating a fire protection service in the following described area:

T14N, R20E, Sections 1-36; T14N, R19E, Sections 1,12,13,24,25,36; T15N, R21E, Sections 4-9, 14-19,30; T15N, R20E, Sections 1-36; T15N, R19E, Sections 1-3,10-12,13-15,23-26,36; T16N, R21E, Sections 19, 30-32; T16N, R20E, Sections 1-36; T16N, R19E, Sections 1,2,11-14,23-24, 25-27,34-36; T17N, R20E, Sections 31,32,33; 34,35; T17N, R19E, Section 36

The undersigned state that the Board of Directors of the Pike Road Volunteer Fire Department, Inc., owner of the legal or equitable title to an existing fire protection facility, plan to adopt a resolution at a special meeting declaring its intention to dissolve and convey to the Authority its interest in such existing system or facility. The establishment of an adequate fire protection facility will promote the public health, convenience and welfare; that each of the applicants is a resident of, and owner of real property in, the area or areas of the county in which the Authority proposes to render fire protection service, and that each of them is duly qualified elector of said county.

The undersigned hereby petition the Board of County Commissioners of Montgomery County, Alabama, to adopt a resolution declaring that it has reviewed the contents of this application and has found and determined as a matter of fact that the statements contained in the application are true, and authorizing the formation of a fire protection authority as provided in said Act No. 82-761, Second Session of the Legislature of Alabama, 1982.

After a brief discussion, Mr. Gowan made the motion to approve the request. The motion was seconded by Mr. McWhorter and unanimously approved by the Commission.

A D J O U R N M E N T

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 10, 1992, at nine-thirty o'clock in the morning.

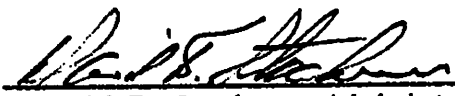
/s/ David T. Stockman
Administrator

/s/ W. F. Joseph, Jr.
Chairman

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, David T. Stockman, as Administrator of the County Commission of said County and State, hereby certify that the foregoing is a true and correct extract of the Minutes of the Regular Adjourned Meeting of the County Commission of Montgomery County, Alabama held on July 27, 1992.

This the 11th day of August, 1992.


David T. Stockman, Administrator

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 1, 2019, Governor Kay Ivey authorized a holiday observance on Friday, November 29, 2019 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 29, 2019, to allow county employees to spend time with their families in observance of Thanksgiving,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 29, 2019.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 21st day of October, 2019.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 1, 2019

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 28, 2019

Friday, November 29, 2019

Christmas:

Tuesday, December 24, 2019

Wednesday, December 25, 2019

New Year's Day:

Wednesday, January 1, 2020

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

16-2

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 1, 2019, Governor Kay Ivey authorized a holiday observance on Tuesday, December 24, 2019 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Tuesday, December 24, 2019, to allow county employees to spend time with their families in observance of Christmas,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Tuesday, December 24, 2019, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 21st day of October, 2019.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 1, 2019

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

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Wednesday, January 1, 2020

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

17-2



Dear Ronda,

It's been a wonderful two weeks of welcoming new members of Class XXX and seeing so many Leadership Alabama members at regional welcome events. There is a lot of excitement building as we prepare to celebrate our **30th anniversary** next summer! We hope you received the save the date and have marked **June 12 – 14, 2020** on your calendar. Exciting updates and registration information will be emailed very soon.

As a member of Leadership Alabama, your investment in our organization is vital to continue our mission of challenging, motivating and engaging Alabama's leaders. **We respectfully ask for your support once again.** As you know, many members match their \$175 dues with a personal contribution, for which we are so grateful.

By clicking the link below, you can make an immediate payment through our partnership with SWELL Fundraising. This online payment option was first offered last year, and the response was overwhelming. By providing this method for paying your annual dues, our goal is to provide an easy, secure and quick way to pay online. *(Internet Explore will not work on this platform, please use Chrome, Edge, Firefox or Safari.)*

And, we are excited about launching an updated and revised website
- www.leadershipal.org soon! If any of your contact information has changed, please click the link below to send us your updated info.

LA MEMBER UPDATE



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org
Hon. David Money, Henry County, President
Sonny Brasfield, Executive Director

MONTGOMERY CO. COMMISSION
SEP 13 '19 AM 9:08

September 11, 2019

Hon. Elton Dean, Chairman
Montgomery County
P.O. Box 1667
Montgomery, AL 36102

Dear Chairman Dean:

The Association of County Commissions of Alabama is approaching the conclusion of another productive year for county government. Choctaw County's Tony Cherry has been an outstanding president and we look forward to the next 12 months under the leadership of Henry County Commissioner David Money.

I join the Board of Directors in expressing appreciation for your county's support for and participation in the Association's activities. Your financial support of the Association as well as the personal involvement of county commission members and county employees are essential to our efforts to be the unified voice for Alabama's counties.

We are aware your budget preparations are underway and, therefore, we are enclosing your county's 2019-2020 membership dues invoice so it might be included in your plans. In accordance with Board policy, the dues have been adjusted to reflect changes in population and the appraised valuation of property in each county.

Please note: the 2019-2020 membership dues are due October 31, 2019.

Again, we are very grateful for your participation in and support of this important Association. Please contact me if you have any questions, concerns or suggestions.

Sincerely,

Sonny Brasfield
Executive Director

Enclosure

cc: County Administrator



September 11, 2019

INVOICE

Montgomery County
P.O. Box 1667
Montgomery, AL 36102

2019 - 2020 Association Dues

\$ 14,473

Please make checks payable to ACCA and mail to:

ACCA
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 31, 2019

19-2

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2020 Membership Year
(January 1 - December 31, 2020)

County: Montgomery County Website: www.mc-ala.org

Address/City/Zip: P.O. Box 1667, Montgomery, AL 36102-1667

Telephone: 334-832-1210 Fax: 334-832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2020 is due by November 30, 2019. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: Donald L. Mims Title: County Administrator Email: donaldrmims@mc-ala.org

Name: Florence M. Cauthen Title: Deputy Administrator Email: florencecauthen@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

(use additional paper, if needed)

Total Amount Enclosed: \$ 225.00 (\$150 Administrator + \$75 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check **payable to ACAA** and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103

20-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Invoice for 2019 Guardian Credit Union FCS Kickoff

Attached is an invoice from Central Alabama Sports Commission for the 2019 Guardian Credit Union FCS Kickoff Sponsorship in the amount of \$40,000. Last year, the Commission appropriated \$40,000 to this event which was funded through fund balance.

We will be discussing this invoice at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

21-1

9.3.19

21-2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

10/7/19

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Sherrill Thomas

10/7/19

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

✓

Agenda

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Helping Mtgy Families Initiative	001-58100.455	0	100,000	100,000
Fund Balance	001.35900		(100,000)	(100,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: Budget for 2020 funding to the Helping Montgomery Families Initiative for program expenses.

Request Number: 2

✓

October 3, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly Leverette
Director of Risk Management

SUBJECT: Unbudgeted Position Fill Request – Risk Control Administrator-Part Time

The full time Risk Control Administrator retired 9/30/19. Temporary assistance in this position is necessary to perform the day to day work for the department. The position will be unallocated once the Risk Control Administrator position is evaluated and filled. The 2020 budget includes funding for the full time Risk Control Administrator position so this will cover the cost of the temporary position. Judy Singley has agreed to return to this position on a part time basis. Judy already has knowledge about the position which would allow for a seamless transition until the position can be evaluated and filled.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator

23-1

POSITION FILL REQUEST - UNBUDGETED

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

POSITION INFORMATION:

Position Title Risk Control Administrator - Part Time (RSA)
Position Number 250111002
Pay Grade A08 Pay Range \$45,440 - \$67,894
Proposed Effective Date 10/22/2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The full time Risk Control Administrator retired 9/30/19. Temporary assistance in this position is necessary to perform the day to day work for the department.
The position will be unallocated once the Risk Control Administrator position is evaluated and filled.

Holly Leverette
Department Head

Date 10/2/2019

FINANCIAL IMPACT:

The 2020 budget includes funding for the full time Risk Control Administrator position so will cover the cost of the temporary position.

Sherrill Thomas
Finance Director

Date 10/2/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

October 2, 2019

MEMORANDUM

TO : Mr. Donald Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham *DC*
Montgomery County Sheriff's Office

SUBJECT : Rancho El Paraiso, LLC
1890 Snowdoun Chambers Road, Montgomery, AL 36116
Alcohol License Application

I have reviewed the attached application for Rancho El Paraiso, LLC. I am hereby objecting to this application at the request of Commissioner Singleton. Please place this matter on the next agenda.

If you have any questions, please don't hesitate to contact me.

DC/crv

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

24-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20190924091531639



Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State: County:

Trade Name: FESTIVAL LATINO

Filing Fee: \$50.00

Applicant: RANCHO EL PARAISO LLC

Transfer Fee:

Location Address: 1890 SNOWDOWN CHAMBERS RD MONTGOMERY, AL 36116

Mailing Address: 4025 TROY HWY MONTGOMERY, AL 36116

County: MONTGOMERY Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP 00375 PG 0957-0959

Date Incorporated: 09/04/2019 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 09/04/2019

Alabama State Sales Tax ID: R010401541

Federal Tax ID: 84-3077162

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES MARTINEZ BROWN 8320099 - AL	OWNER	06/22/1988 DALLAS TEXAS	5108 SUGAR PINE DR 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? YES

Contact Person: JAMES M BROWN

Home Phone

Business Phone: 334-424-8812

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous L

Trade Name: FESTIVAL LATINO

License 1:

Applicant: LA TAQUIZA MEXICAN RESTAURANT AND GRILL LLC

License 2:

24-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20190924091531639



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: EDGAR VALERIOS 334-540-3824
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? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 9999 Display Square Footage:
Building seating capacity: 9999 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
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:

24-3



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20190924091531639



Signature page

Initial each

☒ *JS*

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

☒ *JS*

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

☒ *JS*

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.

☒ *JS*

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.

☒ *JS*

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

☒ *JS*

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

☒ *JS*

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.

☒ *JS*

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.

☒ *JS*

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): *James M. Brown*

Signature of Applicant: *James M. Brown*

Notary Name (print): *Alesia*

Notary Signature: *Alesia*

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:

24-4



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20190924091531639



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 10/19/2019 Ending Date: 10/19/2019

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD SATURDAY, OCTOBER 19, 2019 FROM 12:00PM - 12:59PM. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE

Other Explanations

Is the 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? JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS

License Covers: OUTSIDE AREA

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD SATURDAY, OCTOBER 19, 2019 FROM 12:00PM - 12:59PM. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

24-5



Ronda Walker
Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36104

Dear Commissioner Walker,

Thank you very much for your interest in the work of Sight Savers America (SSA) in Montgomery County. SSA is an Alabama-based nonprofit organization whose mission is to identify and secure treatment for unmet vision and health needs. SSA has been recognized by state and national organizations for its work. SSA received the American Optometric Association's "Distinguished Service Award", the most prestigious national award for vision rehabilitation. SSA was awarded EyeSight Foundation of Alabama's Visionary Award, for its success in bringing eye care to underserved children.

In Montgomery County, SSA partners with Impact America's Focus First Program and they provide vision screenings to children in head starts and lower-income daycares and preschools throughout Montgomery County using high-tech digital cameras. SSA is the follow-up service for every child failing a Focus First vision screening. SSA's volunteer network of eye care professionals in Montgomery are also central to the success of the project, and offer services at discounted rates. These local eye care professionals provide the necessary eye care services, including dilated eye exams. Following exams, SSA coordinates recommended treatments including, but not limited to: prescription eyeglasses, patching for amblyopia (which can cause permanent vision loss if left untreated), surgery, medications, vision therapy or other continuing care. Active insurance is utilized to pay for applicable costs, while other costs are donated as in-kind services in the SSA provider network.

Over the last three years, Focus First has vision screened approximately 12,000 children in Montgomery County. Every child failing the vision screening is referred to SSA for individual case managed follow-up eye care services. During these past 3 years, SSA has received 1,182 vision referrals from children failing these vision screenings in Montgomery County. At an average cost of \$75 per child, SSA has spent \$88,650 on this program in Montgomery County during this last three year period.

With the increase in the number of children enrolled in Pre-K and other preschool programs in Alabama, the number of children being vision screened and the number of children being referred to SSA is increasing. During the 2019/2020 school year, approximately 4,750 children in head starts and low income daycares and preschools will be vision screened and an estimated 475 of these children will fail the vision screening and be referred to SSA for individual case managed follow-up eye care services.

SSA's total project cost for the 2019/2020 school year in Montgomery County is estimated to be \$35,625. We are respectfully requesting the County Commission of Montgomery consider providing \$11,150 in funding for the project. These funds would first be used for children outside of the City of Montgomery. Any remaining funds would be used to serve children inside the City of Montgomery.

Last month, SSA requested \$16,000 from the City of Montgomery for this project. The Montgomery City Council was highly supportive of the request and pledged their support to also help to involve the Montgomery County Commission. To date, one Montgomery City Council member has already provided

SIGHTSAVERSAMERICA.ORG

a \$1,500 donation. The Central Alabama Community Foundation has provided \$8,475 in support of this project.

The U.S. Centers for Disease Control & Prevention states that approximately 80% of what children learn in their early years is visual. Through the early detection and treatment of children's vision needs, we are improving their ability to read, complete homework assignments, and participate in physical activities. Thank you very much for your consideration of our proposal.

Sincerely,

A handwritten signature in black ink that reads "Chad Nichols". The signature is fluid and cursive, with the first name "Chad" and last name "Nichols" clearly distinguishable.

Chad Nichols
Sight Savers America
Chief Development Officer
(205) 991-4885
cnichols@sightsaversamerica.org



NATIONAL GUARD BUREAU

3501 FETCHET AVENUE
JOINT BASE ANDREWS 20762-5157

MONTGOMERY CO. COMMISSION
SEP 18 '13 AM 8:02

SEP - 9 2019

Lieutenant Colonel Joseph T. Sundy, USAF
Plans and Requirements Officer
Air National Guard Readiness Center, NGB/A4AM
3501 Fetchet Ave
Joint Base Andrews MD 20762

Mr. Donald Mims
Montgomery County Administrator
PO Box 1667
Montgomery AL 36102-1667

Dear Mr. Mims

The National Guard Bureau (NGB) has prepared a Draft Environmental Assessment (EA) and Draft Finding of No Significant Impact (FONSI) for construction, renovation, and demolition of facilities at the 187th Fighter Wing (187 FW), Montgomery, Alabama. The Draft EA evaluates potential impacts to the human and natural environment as a result of the implementation of short-term infrastructure improvement projects at the 187 FW. The Draft EA and Draft FONSI are provided for your review and comment.

The environmental analysis for the Proposed Action is being conducted by the NGB in accordance with the Council on Environmental Quality guidelines pursuant to the National Environmental Policy Act of 1969. We request your participation by reviewing the attached Draft EA, and solicit your comments concerning the proposal and any potential environmental consequences of the action. Please provide any comments you may have within 30 days of the date of this letter. Further, if upon completion of the environmental impact analysis process it is determined that a FONSI is appropriate, a FONSI will be signed. Please indicate in writing if you wish to receive the Final EA and/or signed FONSI.

26-1

Please provide any comments you may have within 30 days of receipt of this letter to me at Lieutenant Colonel Joseph Sundry, 3501 Fetchet Avenue, Joint Base Andrews MD 20762-5157 or usaf.jbanafw.ngb-a4.mbx.a4a-nepa-comments@mail.mil. Thank you for your assistance.

Sincerely

SUNDY.JO
SEPH.T.123
4263273

Digitally signed by
SUNDY.JOSEPH.T.
1234263273
Date: 2019.09.05
01:17:59 -04'00'

JOSEPH T. SUNDY, Lt Col, USAF, P.E.
Plans and Requirements Officer

Attachments:

1. Draft EA
2. Draft FONSI

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

Montgomery Fire Department Assistant Fire Chief Garrett Henderson, desires to be appointed to replace former Assistant Fire Chief Ronnie H. Bozeman.

John Treat is no longer in the medical field and desires not to be reappointed.

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

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

27-1

Southeast Alabama Emergency
Medical Services Council, Inc.**Members:****Term Expires:**

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

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

11/3/2019

Term: 1 year



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

September 18, 2019

MONTGOMERY CO. COMMISSION
SEP 25 '19 AM 8:35

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

RE: Mt. Olive Missionary Baptist Church, 3465 Old Selma Road, Montgomery, Montgomery County, Alabama

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced property has been favorably reviewed and is now listed on the Alabama Register of Landmarks and Heritage.

The Alabama Register is a prestigious listing of historic, architectural, and archaeological landmarks. These selected Alabama landmarks are worthy of both recognition and preservation. Listing on the state register is an honorary designation imposing no benefits or restrictions on property owners.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon
Coordinator, Alabama Register of Landmarks & Heritage
334.230.2644
Hannah.Garmon@ahc.alabama.gov

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018

UPCOMING BIDS/CONTRACT RENEWALS

<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021

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

Month Deposited	FY 2019 Collections	FY 2020 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	33,453	36,410	2,957	8.84%
NOVEMBER	45,157			0.00%
DECEMBER	35,397			0.00%
JANUARY	33,831			0.00%
FEBRUARY	38,016			0.00%
MARCH	38,808			0.00%
APRIL	44,199			0.00%
MAY	38,637			0.00%
JUNE	47,554			0.00%
JULY	45,548			0.00%
AUGUST	45,246			0.00%
SEPTEMBER	48,526			0.00%
TOTAL	33,453	36,410	2,957	8.84%

YTD Totals 2019	\$494,372	\$36,410
YTD Totals 2018	\$481,808	
YTD Totals 2017	\$483,641	
YTD Totals 2016	\$474,632	