

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

February 6, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Information pertaining to the February 11, 2020
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Tuesday, February 11, 2020, at **Trenholm State Community College, Auditorium (Building D) Patterson Campus, 3920 Troy Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.**

1. County Commission Information Session Schedule for February 11, 2020

Items to Consider for the Tuesday, February 25, 2020 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Amendment Number 2 to Contract with Kellwell Food Management, Inc., regarding a One (1) Year Extension, beginning March 4, 2020 and ending March 3, 2021 and a 2.5% Price Increase for Inmate Food Services, Contract Number 52200-19B-010, Detention Facility
3. Consider Authorization of Amendment Number 2 to Contract with Gulf States Distributors regarding a One (1) Year Extension, beginning April 16, 2020 and Ending April 15, 2021 for Sheriff's Leather & Accessories, Contract Number 52110-18B-008, Sheriff's Office
4. Consider Authorization of Proposed 2020 Legislative Agenda Item to Provide that the Judge of Probate of Montgomery County would be required to be an Attorney Licensed in this State, Probate Judge's Office

A COUNTY OLDER THAN THE STATE

5. Consider Adoption of Resolution regarding Resurfacing Woodley Road (5.2 Miles), Project Number MCP 51-08-20, Engineering Department
6. Consider Adoption of Resolution regarding Resurfacing Meriwether Road (4.5 Miles), Project Number MCP 51-09-20, Engineering Department
7. Consider Authorization of Alcohol License Application for Lounge Retail Liquor – Class II (Package) to Applicant 31 Market, Inc., for Double B Package Store located at 18354-A US Highway 31, Hope Hull, Alabama 36043, County Commission (**NOTE: A Public Hearing will be held on February 25, 2020 prior to the Commission's vote concerning this matter**)
8. Consider Authorization of Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessee Reid Lane, Montgomery, AL 36105, County Commission (**NOTE: A Public Hearing will be held on February 25, 2020 prior to the Commission's vote concerning this matter**)
9. Consider Authorization of Renewal of External Audit Services Agreement with Rivertree Systems, Inc., Tax and Audit Department
10. Consider Authorization of Change Order Number 3 to Contract with Holley-Henley Builders, Inc., for Renovations of the Montgomery County Detention Facility Building (Jail I), County Commission
11. Consider Authorization of Contract with Bargarier Davis and Williams regarding Renovations to the Flatwood Community Center, Subject to Review by County Attorney, Parks and Recreation Department
12. Consider Authorization of County Levies for Alcohol Licensing for 2020-2021, County Commission
13. Consider Authorization of Board Member Reappointments, Pike Road Volunteer Fire Protection Authority
14. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission

General Information Items

15. Letter from Board Chair Radney Ramsey with Bridge Building Alabama requesting **\$15,000** for Program Services (**On 3/19/18 and 4/18/19, the Commission appropriated \$10,000 each year for the Youth Leadership Program from the Joint Designated Revenue Account**)

Montgomery County Commission

Page 3

February 6, 2020

16. Notice of Public Hearing and Resolution Proposing an Increase in Ad Valorem Tax in the Montgomery School Tax District
17. Memorandum from Grant Manager Reginal Walker **requesting \$22,500** for 2020 Montgomery County Sheriff's Office Community Program Events
18. Memorandum from Chief Information and Technology Officer Lou Ialacci regarding Email Security Training Exercise Update
19. Invitation to the Small and Minority Business Initiative Reception, February 27, 2020, at 5:30 p.m., DoubleTree by Hilton Hotel, 120 Madison Avenue and **Request for Funding** for this Event (**On 3/15/19, Chairman Dean appropriated \$1,000 for Program Services entitled "Minority Business Development Entrepreneurship Program"**)
20. Proposed Memorandum of Understanding with the City of Montgomery regarding Subsidizing the Fairview Farmer's Market (**In 2016, the Commission paid \$4,500; in 2017, the Commission paid \$9,900; and in 2018, the Commission paid \$10,000**)
21. Funding Agreement with the City of Montgomery regarding the Garrett Coliseum
22. Memorandum regarding Board Member Reappointments to the Montgomery County Community Punishment and Corrections Authority

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 11, 2020

- 4:00 p.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 4:05 p.m. Board President Clare Weil with the Montgomery County Board of Education – Presentation regarding Notice of Public Hearing and Resolution Proposing an Increase in Ad Valorem Tax in the Montgomery School Tax District (**General Information Item 16**)
- 4:15 p.m. Sheriff Derrick Cunningham – Presentation regarding Amendment Number 2 to Contract with Kellwell Food Management, Inc., regarding a One (1) Year Extension and a 2.5% Price Increase for Inmate Food Services (**Future Agenda Item 2**), Amendment Number 2 to Contract with Gulf States Distributors regarding a One (1) Year Extension for Sheriff's Leather & Accessories (**Future Agenda Item 3**) and **Request for \$22,500** for 2020 Montgomery County Sheriff's Office Community Program Events (**General Information Item 17**)
- 4:20 p.m. Probate Judge J C Love, III – Presentation regarding Proposed 2020 Legislative Agenda Item to Provide that the Judge of Probate of Montgomery County would be required to be an Attorney Licensed in this State (**Future Agenda Item 4**)
- 4:30 p.m. Director of Elections Darryl Parker – Presentation regarding Allocation of Voting Machines and Elections Officials for the Upcoming Election Cycle
- 4:40 p.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Email Security Training Exercise Update (**General Information Item 18**)
- 4:45 p.m. County Engineer George Speake – Presentation regarding Resolution concerning Resurfacing Woodley Road (**Future Agenda Item 5**) and Resolution concerning Resurfacing Meriwether Road (**Future Agenda Item 6**)
- 4:50 p.m. Manager of Public Affairs Hannah Hawk –Update regarding Public Affairs
- 4:55 p.m. Founder and Director Michelle Browder with I Am More Than – Presentation regarding the 2020 Art On The Square presented by I Am More Than
- 5:30 p.m. Formal Session
- 6:00 p.m. Adjourn

MEMORANDUM

To: Florence M. Cauthen, Deputy County Administrator

From: Khristie Davis, Buyer *Ⓟ*

Date: January 23, 2020

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

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

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

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

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

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

Amendment
To
Contract # 52200-19B-010

Amendment No. 2

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

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

All other provisions of the contract will remain the same.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

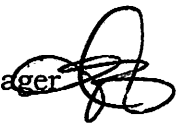
MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

INTEROFFICE MEMORANDUM

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

FROM: John Brown, Purchasing Manager 

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

DATE: February 5, 2020

CC:

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

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

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

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

Attachment

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

Amendment
To
Contract # 52110-18B-008

Amendment No. 2

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

Overall Pricings will decrease by \$1,136.44.

All other provisions of the contract shall remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Montgomery County Commission

FROM: J C Love, III, Probate Judge

CC: Florence Cauthen, Deputy Administrator

DATE: February 5, 2020

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

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

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

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

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

A BILL
TO BE ENTITLED
AN ACT

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

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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

PROPOSED AMENDMENT

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

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

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

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

20 "Proposed by Act _____"

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

23 "Yes () No ()."

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

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

February 4, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

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

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

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

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

GCS/kb

Attachments

C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-08-20

STATE OF ALABAMA

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

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

Link Node and Location maps are attached.

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

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

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

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

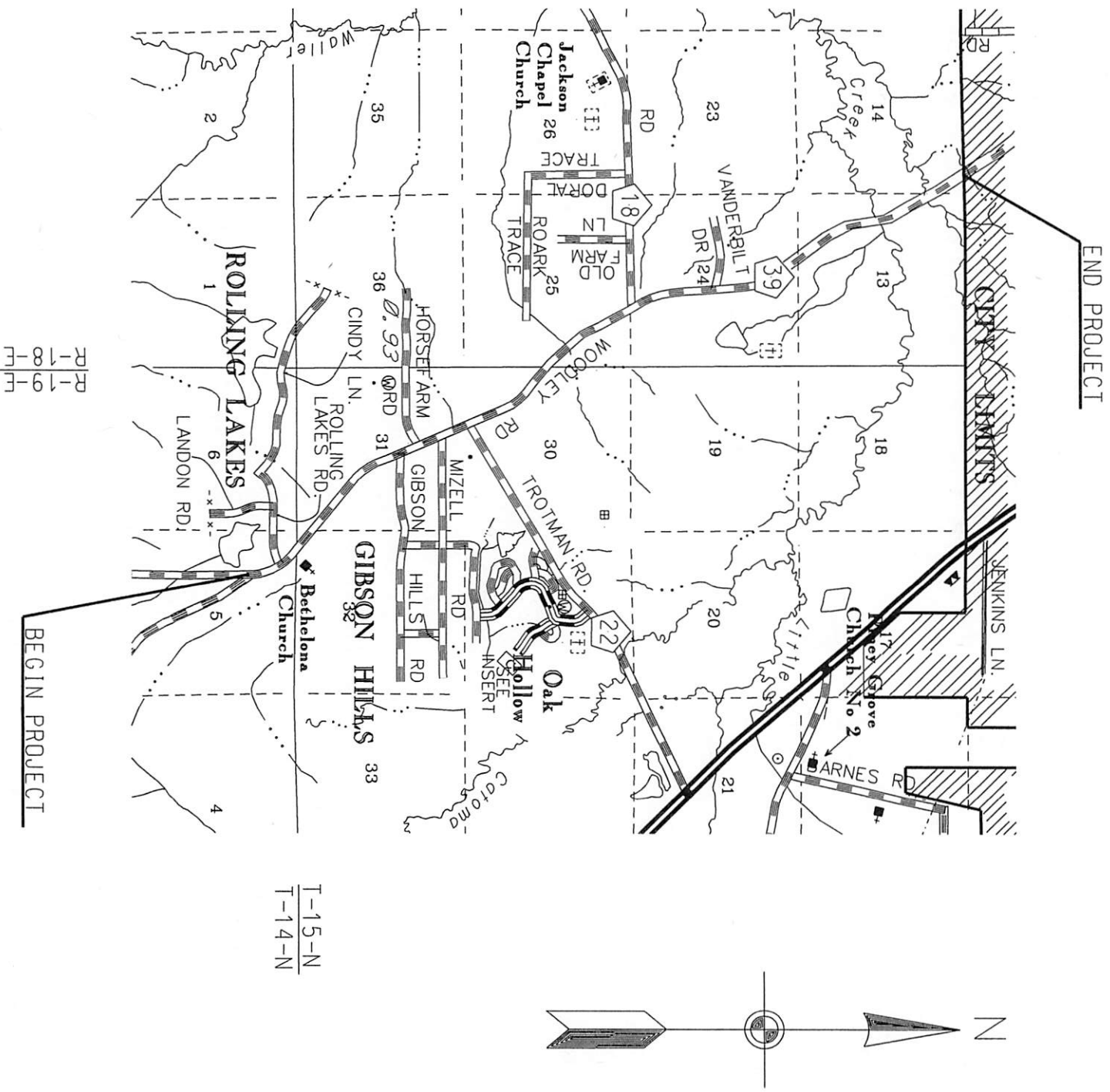
Ronda M. Walker, Vice Chairman

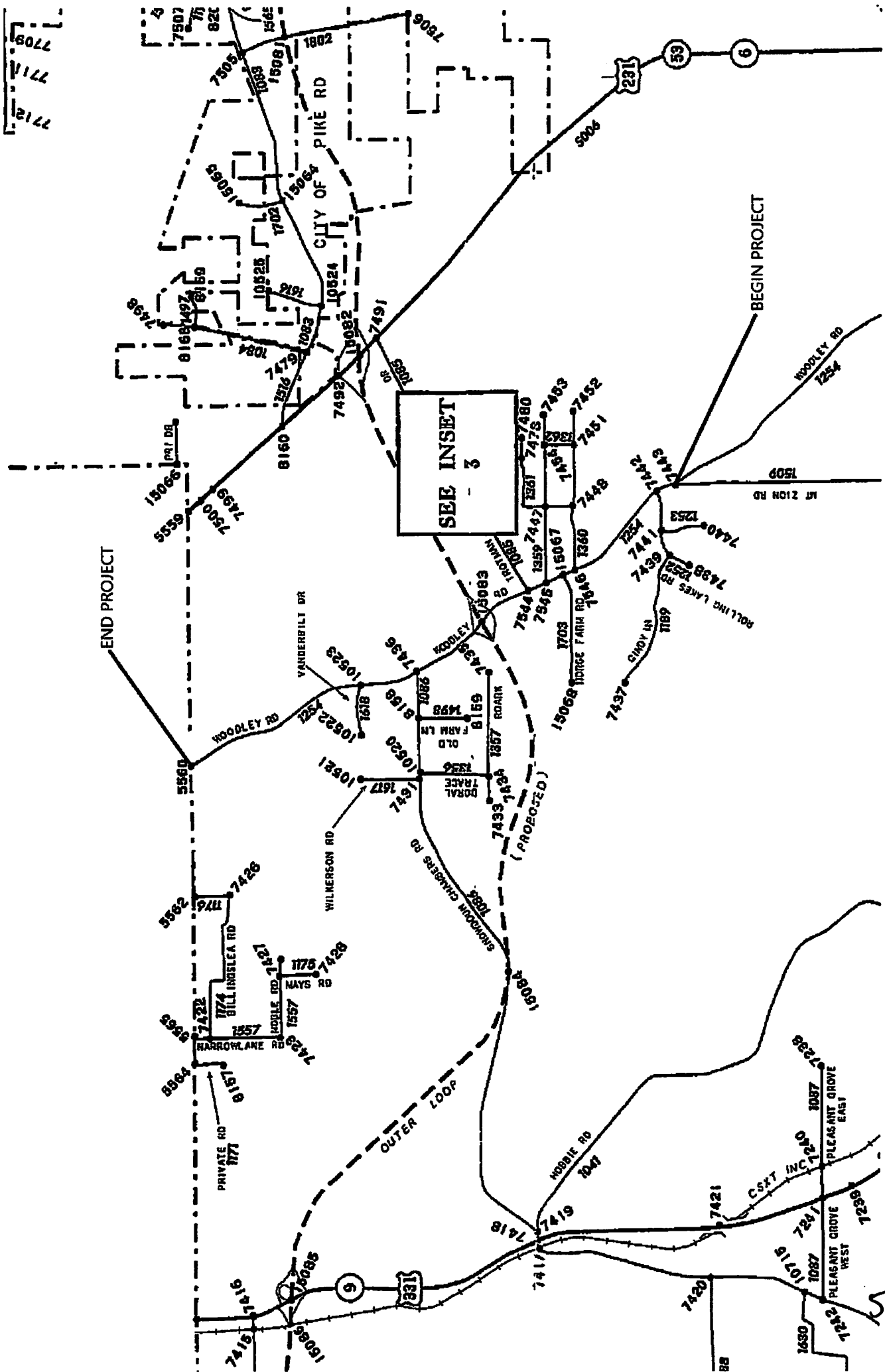
Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

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





SEE INSET
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END PROJECT

BEGIN PROJECT

OUTER LOOP

CITY OF PIKE RD

PLEASANT GROVE EAST

PLEASANT GROVE WEST

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COUNTY ENGINEER
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ASSISTANT COUNTY ENGINEER
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WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

February 4, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

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

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

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

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

GCS/kb

Attachments

C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-09-20

STATE OF ALABAMA

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

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

Link Node and Location maps are attached.

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

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

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

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

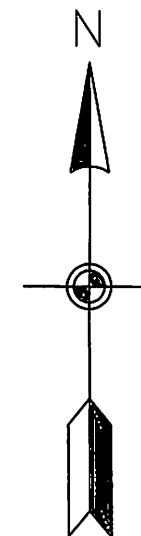
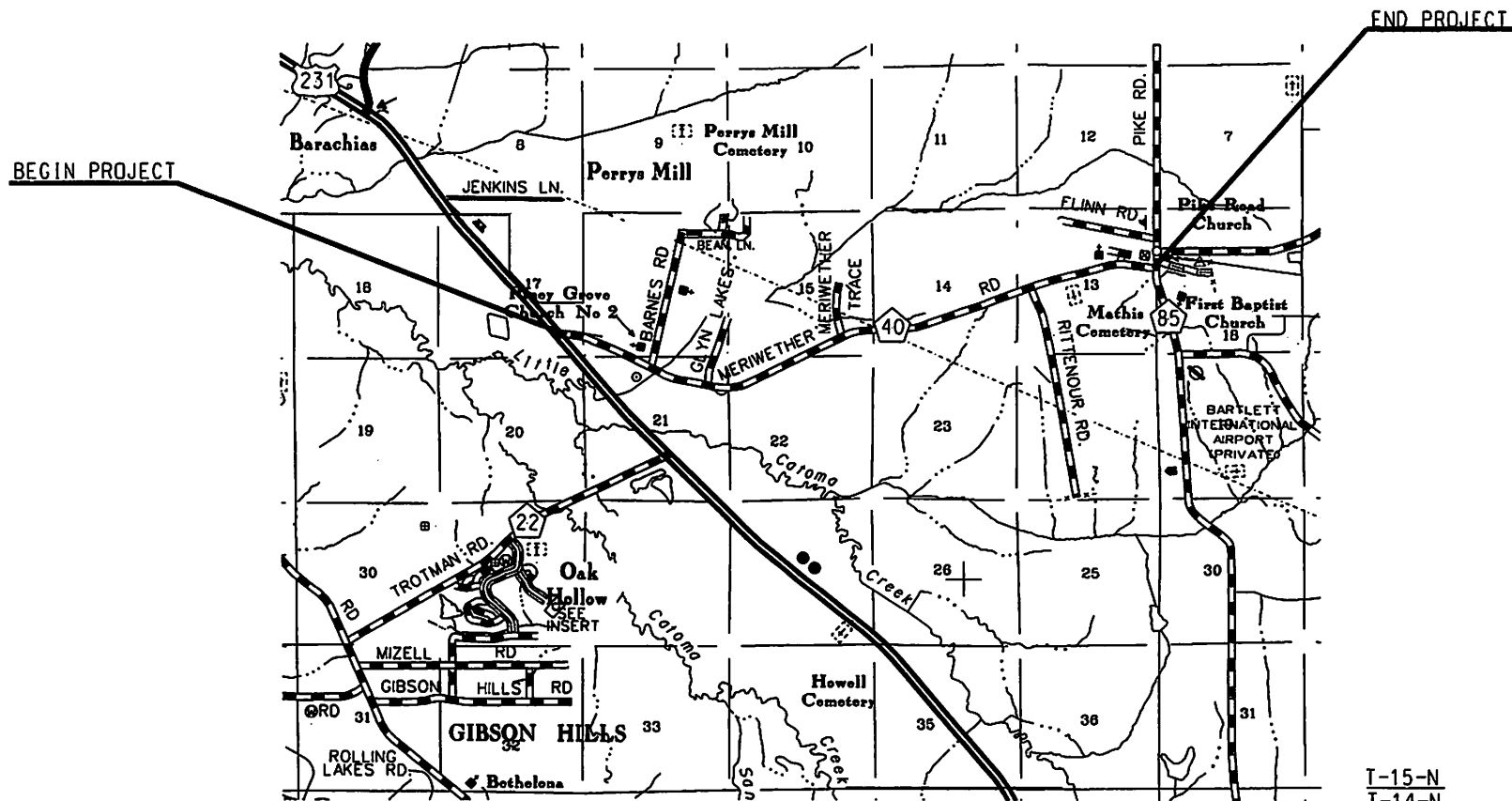
Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

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



R-19-E
R-18-E

T-15-N
T-14-N



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

January 24, 2020

MEMORANDUM

TO : Montgomery County Commission
FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
SUBJECT : 31 Market, Inc.
18354 A US Hwy 31, Hope Hull, Alabama
Alcohol License Application

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

DC/crv

encls.

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

www.MontgomerySheriff.com

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

7-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20191217104120107



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$350.00 County: \$350.00

Type License:

State: County:

Trade Name: DOUBLE B PACKAGE STORE

Filing Fee: \$50.00

Applicant: 31 MARKET INC

Transfer Fee:

Location Address: 18354 A US HWY 31 HOPE HULL, AL 36043

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

County: MONTGOMERY Tobacco sales: YES

Tobacco Vending Machines: 0

Type Ownership: CORPORATION

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

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

Date of Authority: 12/1/2019

Alabama State Sales Tax ID: R010083925

Federal Tax ID: 84-2500296

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

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

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

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

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

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

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

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

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

Contact Person: MD ANWAR SHADAD

Business Phone: 334-538-4990

Fax:

Home Phone: 334-538-4990

Cell Phone:

E-mail: JOYCEEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191217104120107

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GAINES AND INA SLADE 334-284-0337
What is lessors primary business? PROPERTY OWNER

Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 2800 Display Square Footage: 722
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
Location is within: COUNTY Police protection: COUNTY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20191217104120107



Initial each

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

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

☐

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

Applicant Name (print): MD ANWAR SHADAD

Signature of Applicant:

Notary Name (print): Alesia Mills

Notary Signature:

Commission expires:

4/20/2020

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:

Montgomery County Sheriff's Office
Retail Liquor License Application

Business : 31 Market INC / Double B Convenience Store
Location : 18354 U.S. Highway 31, Hope Hull, AL 36043
Date : January 23, 2020
Investigator : Sergeant J. Oliver

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200109142736940

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: 7625 JESSEE REID LANE MONTGOMERY, AL 36105

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: 334-424-8812

Business Phone: 334-424-8812

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200109142736940

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 AVALOS 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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200109142736940

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: 03/21/2020 Ending Date: 03/22/2020

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD SATURDAY, MARCH 21, 2020 AND SUNDAY MARCH 22, 2020 FROM 2:00PM - 12:00AM. 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, MARCH 21, 2020 AND SUNDAY MARCH 22, 2020 FROM 2:00PM - 12:00AM. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

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

MONTGOMERY COUNTY COMMISSION

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

MEMORANDUM

DATE: February 5, 2020

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

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

RE: Proposed Renewal of External Audit Examination Services Agreement

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

Please let me know if you have questions or need any further information at this time. Otherwise, I respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on February 11, 2020, or as soon as possible thereafter, for further discussion and consideration. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in

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

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

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.

PRESIDENT

Terri Henderson

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

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

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

February 5, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

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

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



AIA® Document G701™ – 2017

Change Order

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

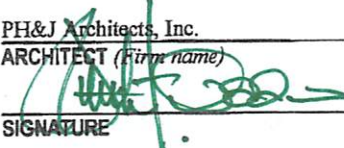
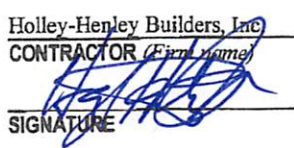
ADD: Emergency Repairs to Kitchen Subfloor.....\$80,000.00

TOTAL \$80,000.00

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

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

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

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

CHANGE ORDER NUMBER THREE SUMMARY SHEET

Montgomery County Jail Renovations

PH&J #1712-GV

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

TOTALS

\$80,000.00 0

RFP = Request for Proposal Number

Authorization for the following documents: Settlement Statement, Real Estate Sales Validation Form, and Commercial Real Estate Broker's Lien Certification. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker and Commissioner Singleton voted in favor of the motion. Commissioner Harris voted no, Commissioner Sankey abstained, and the motion carried. (Copies of Warranty Deed, Lien Certification and Attorney Gallion's Opinion, Agenda Pages 29-1 through 29-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 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

Commissioner Harris made a motion to approve the 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. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Memorandum of Understanding, Agenda Pages 30-1 through 30-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED REQUEST FOR AN INCREASE IN THE OWNER'S ALLOWANCE BY \$80,000 FOR REPAIRS TO THE KITCHEN FLOOR IN THE COUNTY DETENTION FACILITY. SUBJECT TO REVIEW BY COUNTY ATTORNEY

Vice Chairman Walker made a motion to approve the request for an increase in the Owner's Allowance by \$80,000 for repairs to the kitchen floor in the County Detention Facility, subject to review by County Attorney. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Letter, Agenda Pages 31-1 and 31-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Harris had no comment

Chairman Dean welcomed everyone to the meeting.

Vice Chairman Walker said it was nice to be in the Grady Community.

Commissioner Sankey said he and his family enjoyed the view as they drove from Montgomery. He also said he was impressed with the improvement of the Montgomery County Activity Center and hoped that he will get the same support in his district. Commissioner Sankey thanked the County employees for the work they did on the building. He also shared that he has family members who live in the Grady community.

AGENDA

OCT - 7 2019



Founded 1957 • Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Steven R. Hall, AIA

Friday, October 11, 2019

Mrs. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Jail Renovation (Building 1) for the Montgomery
County Commission, Montgomery, Alabama
PH&J No: 1712-GV

Donnie,

As discussed on Wednesday at our meeting, Holley-Menley's proposal for \$81,106.25 is for making repairs to the jail kitchen's sub-floor for the installation of the new tile floors installation. The contractor structured this proposal to be a worse case condition, so we would not have to go back before the Commission and ask for additional money for the floor.

The contractor is willing to only bill the Commission for the actual cost of the repairs, plus his OH&P on this repair work. We therefore ask that the money that was approved for this repair work be added to the project's Owner's Allowance, which is already established within the project bid documents.

This will allow the County to only pay out money in the amount of the contractor's revised proposal for the actual cost of the repairs. Any remaining money in the Owner's Allowance can then be removed from the project by change order at the conclusion of the project.

I am therefore requesting this course of action with this money. Please run this request before the County Attorney to insure we are in compliance with the State's Bid Law - Title 39.

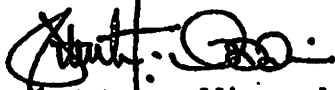
Our project's contract amount is \$4,919,808.00, so we are allowed to safely increase the project under the State's bid law by ten percent. Note: The State Attorney General's opinion allowed for changes up to thirty percent in those conditions deemed to be critical to the project. This repair could be consisted to fall under that extreme limit of the Attorney General's opinion. We are however well under the ten percent requirement for a change to this project.

807 South McDonough Street • Montgomery, AL 36104-5080 • P.O. Box 215-36101
334-265-8781 • www.phjarchitects.com • phj@phjarch.com

Please let me know how the Commission wants to proceed. The Contractor is planning to begin work on the sub-floor next Tuesday, October 15, 2019, so as to minimize the impact on his overall completion date for the project.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, Architect
Principal

CC: Florence Cauthen Mims, Tammy Nix, Lamar Allen, Chris Piel,
Sherrill Thomas

807 South McDonough Street • Montgomery, AL 36104-5080 • P.O. Box 215-36101
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ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKRY
DOLU SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHER
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
TVA, AL 36102

October 7, 2019

MEMORANDUM

TO: Sherrill Thomas, Finance Director

FROM: Donald L. Mims, County Administrator *DLm*

SUBJECT: Commission Actions Taken at the Regular Meeting of October 7, 2019

The Montgomery County Commission took the following actions on October 7, 2019:

NEW BUSINESS:

1. Approved Board Member Appointments, Joint Public Charity Hospital Board
2. Approved Board Member Appointment, Personnel Board
3. Approved Grant Award from the U.S. Department of Justice, Office of Justice Programs for the State Criminal Alien Assistance Program, Sheriff's Office
4. Approved Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Prison Rape Elimination Grant (PREA), Sheriff's Office
5. Approved Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 8ATL for the Montgomery County Sheriff's Office (FY2018 - \$50,000), Sheriff's Office
6. Approved to Pursue the Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program Grant, Sheriff's Office
7. Approve to Pursue the State Farm Good Neighbor Citizenship Grant (Safety Grant), Sheriff's Department
8. Approved Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software, Appraisal Department
9. Approved Montgomery County Property Tax Administration System Software Professional Services Agreement – Software Consultation and Customization with E-Ring, Inc., to Purchase the Capture PP Mobile Software, Appraisal Department

Sherrill Thomas, Finance Director

October 7, 2019

Page 2

- 10. Approved Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software, County Commission**
- 11. Approved Award of Request for Proposal and Related Contract to QCHC, Inc., concerning the Detainee Medical Services Program (RFP Number 52602-19P-019), Youth Facility**
- 12. Approved Miscellaneous Appropriations to Agencies, County Commission**
- 13. Approved Miscellaneous Appropriations to Education, County Commission**
- 14. Approved Miscellaneous Appropriations to Designated Revenue, County Commission**
- 15. Approved Bid Award to Foley Products Company for Concrete Pipe, Class III and Class IV and to Alabama Pipe and Supply Company, Inc., for 3:1 Bevel Cut Pairs and the Polyethylene Life Hole Plugs, Bid Number 53000-19B-027, Engineering Department**
- 16. Approved Bid Award to Borden Dairy of Alabama for Milk and Juice Products, Bid Number 52603-19B-030, Youth Facility**
- 17. Approved to Hire a Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795), Finance Department**
- 18. Approved Position Fill Request - Engineering Department (1)**
 - County Road Equipment Operator I, Position Number 620551016**
- 19. Approved Position Fill Requests – Community Corrections (2)**
 - Community Corrections Assistant Director, Position Number 300363015**
 - Community Corrections Officer, Position Number 300359002**
- 20. Approved Position Fill Requests – Detention Facility (2)**
 - Corrections Officer Trainee, Position Number 500419205**
 - Corrections Officer Corporal, Position Number 500425009**
- 21. Approved Position Fill Requests – District Attorney’s Office (2)**
 - Legal Support Assistant, Position Number 408020017**
 - Pre-Trial Interviewer, Position Number 428075004**

Sherrill Thomas, Finance Director

October 7, 2019

Page 3

22. Approved Position Fill Requests – Personnel Department (2)

- Personnel Analyst, Position Number 700187006
- Personnel Analyst, Position Number 700187007

23. Approved Position Fill Request – Revenue Commissioner's Office (1)

- Revenue Branch Supervisor, Position Number TBD

24. Approved Position Fill Requests – Sheriff's Office (2)

- Deputy Sheriff Corporal, Position Number 550429020
- Deputy Sheriff Corporal, Position Number 550429109

25. Approved Travel/Training Requests (11)

1. Finance Department – Request Numbers 1 and 2
2. District Attorney's Office – Request Number 1
3. Sheriff's Office – Request Number 1
4. Detention Facility – Request Number 1
5. Risk Management – Request Numbers 1 and 2
6. Engineering Department – Request Number 1
7. Personnel Department – Request Number 1
8. Community Corrections – Request Numbers 1 and 2

WAIVE RULES:

26. Approved 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
27. Adopted Resolution Declaring that the County is Committed to Partnering with the U.S. Census Bureau, County Commission
28. Adopted 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

Sherrill Thomas, Finance Director

October 7, 2019

Page 4

29. Approved 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
30. Approved 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
31. Approved Request for an increase in the Owner's Allowance by \$80,000 for repairs to the kitchen floor in the County Detention Facility, County Commission

Sherrill Thomas, Finance Director
October 7, 2019
Page 5

Donald Mims, County Administrator, County Commission Office
Florence Cauthen, Deputy Administrator, County Commission Office
Tammy Nix, Office Manager, County Commission Office
Terri Henderson, Revenue Manager, Tax & Audit Department
Purchasing Manager, Support Services Department
Tammy Turner, Buyer II, Support Services Department
Lamar Allen, General Services Director, County Commission Office
James Williams, County Parks & Recreation Director, Recreation Department
Holly Leverette, Director of Risk Management, Risk Management Department
George C. Speake, County Engineer, Engineering Department
Keven Boone, Assistant County Engineer, Engineering Department
Shirley Bazzell, Administrative Assistant to County Engineer, Engineering Department
Lou Ialacci, Chief Information and Technology Officer, Information Systems
Hon. Derrick Cunningham, Sheriff, Sheriff's Office
Kevin Murphy, Chief Deputy, Sheriff's Office
Christie Vazquez, Administrative Assistant to the Sheriff, Sheriff's Office
Hon. Steven L. Reed, Judge of Probate, Probate Judge's Office
Octavius Jackson, Chief Probate Clerk, Probate Judge's Office
Darryl Parker, Director of Elections, Probate Judge's Office (Elections)
Dallas Hanbury, Archivist, Probate Judge's Office
Kim Brown, Accounting Supervisor, Probate Judge's Office
Hon. Janet Buskey, Revenue Commissioner, Revenue Commissioner's Office
Allyson Holland, Chief Revenue Clerk, Revenue Commissioner's Office
Clay Henley, Chief Appraiser, Appraisal Department
Hon. Daryl Bailey, District Attorney, District Attorney's Office
Lloria James, Chief Deputy District Attorney, District Attorney's Office
Carmen Douglas, Personnel Director, Personnel Department
LaShandra Warren, Court Administrator, Court Administration
Ray Williams, Chief Probation Officer, Youth Facility
Brandi K. Alexander, Juvenile Detention Director, Youth Facility



Founded 1957 ♦ Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA
Brian J. Klinkhammer, AIA

E. Griffin Harris, AIA
Steven R. Hall, AIA

Renis Jones III, AIA

Friday, October 11, 2019

Mrs. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Jail Renovation (Building 1) for the Montgomery
County Commission, Montgomery, Alabama
PH&J No: 1712-GV

Donnie,

As discussed on Wednesday at our meeting, Holley-Henley's proposal for \$81,106.25 is for making repairs to the jail kitchen's sub-floor for the installation of the new tile floors installation. The contractor structured this proposal to be a worse case condition, so we would not have to go back before the Commission and ask for additional money for the floor.

The contractor is willing to only bill the Commission for the actual cost of the repairs, plus his OH&P on this repair work. We therefore ask that the money that was approved for this repair work be added to the project's Owner's Allowance, which is already established within the project bid documents.

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I am therefore requesting this course of action with this money. Please run this request before the County Attorney to insure we are in compliance with the State's Bid Law - Title 39.

Our project's contract amount is \$4,919,808.00, so we are allowed to safely increase the project under the State's bid law by ten percent. Note: The State Attorney General's opinion allowed for changes up to thirty percent in those conditions deemed to be critical to the project. This repair could be consisted to fall under that extreme limit of the Attorney General's opinion. We are however well under the ten percent requirement for a change to this project.

Please let me know how the Commission wants to proceed. The Contractor is planning to begin work on the sub-floor next Tuesday, October 15, 2019, so as to minimize the impact on his overall completion date for the project.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, Architect
Principal

CC: Florence Cauthen Mims, Tammy Nix, Lamar Allen, Chris Piel,
Sherrill Thomas



Founded 1957 ♦ Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA
Brian J. Klinkhammer, AIA

E. Griffin Harris, AIA
Steven R. Hall, AIA

Renis Jones III, AIA

Friday, September 27, 2019

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Jail Renovation (Building 1) for the Montgomery
County Commission, Montgomery, Alabama
PH&J No: 1712-GV

Florence,

As outlined in Field Report #12 the condition of the kitchen sub-floor is in such bad condition, additional work will be required to prepare the sub-floor for the new tile floor.

In a previous project, the kitchen was expanded to its current configuration, decisions were made in the course of the project that have led to problems with the tile floor heaving up and popping tile loose. With all the tile now removed, we can see the problem goes well beyond the lack of control and expansion joints in the tile floor. The problem starts with the decision to remove the original tile setting bed, fill and level the kitchen floor, before thin setting the tile to the floor.

Part of the problem with the heaving of the tile floor was caused by the material used to level the sub-floor surface. This leveling material appears to be a gypsum-based material which has absorbed water and expanded, pushing the floor tile up and causing it to separate from the sub-floor.

In the kitchen expansion, the original floor drains in the kitchen have been modified and, in some locations, removed. We don't know if these drains were eliminated or reassigned to accommodate new equipment added to the kitchen. In any case, they are no longer available for the collection and removal of water on the kitchen floor surface.

The floor will require additional prep work to the existing sub-floor to remove remaining leveling material and damaged sub-floor material to allow the tile sub-contractor to re-level the sub-floor for the installation of the new tile. This will require grinding down the existing floor in the kitchen areas.

The floor leveling material that will be used to then level the floor once the grinding is complete must be of a type material to ensure the

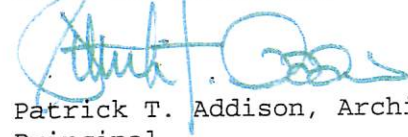
problems that occurred with the existing leveling compound don't re-occur.

Attached is Holley-Henley Builder's proposal for the required sub-floor prep work in the amount of \$81,106.25.

We have reviewed the proposal and find it to be in line and a fair and reasonable amount for the work requested. I have attached the contractor's proposal for your review and consideration. It is our recommendation to accept Holley-Henley's proposal. Work will be at a stopping point very soon and the contractor will pull off or stop work in the kitchen until this work on the sub-floor can be started.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, Architect
Principal

CC: Donnie Mims, Tammy Nix, Lamar Allen, Chris Piel, Sherrill Thomas,
Hal Gandy, Chevette Culver



PO Box 210097 ■ Montgomery, AL 36121 ■ Phone (334) 272-2988

Request For Change

Order#: 9

Order Date: 09/26/2019

To: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

Project: 49

Mont. Co. Detention Facility Bldg#1 Renovati
250 S. Lawrence Street
Montgomery AL 36104

Regarding: Flooring Prep for Tile in Basement

The contractor agrees to perform and the owner agrees to
pay for the following changes to this contract.

See Quote(s) Attached

☐
☐

Ordered By:

Description of Work	Amount
- Grind existing sub floor high spots and fill in the low spots so hard tile may be installed (Includes removal and disposal of patching materials))	52,785.00
- Provide material and labor to prep the subfloors with Ardex Feather edge and Ardez K-15	12,100.00
- 25% Overhead and Profit	16,221.25

Negative changes will lower the overall contract
price requiring no additional payment by owner.

Requested Amount of Change

81,106.25

The original Contract Sum was	3,634,187.16
Net change by previous Change Orders	63,526.16
The Contract Sum prior to this Change Order	3,697,713.32
The Contract Sum will be changed by this Change Order	81,106.25
The new Contract Sum including this Change Order will be	3,778,819.57
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

10-16

Patrick Addison

From: Patrick Addison
Sent: Tuesday, October 1, 2019 3:23 PM
To: 'Lamar Allen'
Cc: Florence Cauthen; Chris Piel; 'Donnie Mims'; TammyNix@mc-ala.org; Derrick Cunningham; 'Kevin Murphy'
Subject: RE: Jail Floor
Importance: High

Questions from County Administration:

What is wrong with the sub-floor ? In simple terms, the architect (GM&C) when expanding the kitchen decided to thin set tile in lieu of extending/expanding the existing kitchen setting bed. This was most likely done for budget savings and not for the long-term condition and functionality of the kitchen floor. The architect directed the floor tile to be thin set to the concrete floor that existed and directed the existing setting bed be removed and the void filled with concrete, so the tile could be thin set throughout the expanded kitchen. Accommodations for floor tile movement were not provided. The concrete fill to be placed in the existing setting bed void was very rough, such that additional leveling material had to be added to get a relatively level floor for the equipment to sit on. Despite the leveling material, the floor was still not completely level, but commercial kitchen equipment has adjustable legs and feet, that were utilized to adjust to final finish conditions in the kitchen. Also as previously outlined in my report, the original floor drains located within the setting bed area were eliminated and/or reassigned for other equipment required needs in the kitchen. Removing these floor drains eliminated the removal of the liquids to be removed from the surface of the tile, without pushing the liquids manually to remaining drains and floor sinks located in the floor.

How many square feet ? 4,000 square feet +/-

When was the setting bed installed ? The setting bed in the original kitchen area was installed in the mid to late 1980's when the jail (Building 1) was constructed. The expansion of the jail kitchen and the rework of the floor took place under the supervision of TCU and the architect (GM&C) in about 2010 when Jail - Building 2 was constructed.

What caused the failure ? Thin setting tile floor with materials susceptible to water/chemicals and no accommodations for movement in the floor. The leveling material appears to be a gypsum type material that absorbed water, expanded, heaving the floor and the tile up. With No expansion joints in the tile floor, any movement in the building structure or sub-floor proved catastrophic for the tile floor.

Is it the only way to fix it ? This is the most cost-effective way to fix the floor and know that the floor would be install in a proper manner. We also want to get a floor that the floor installers will warranty and stand behind his work and installation.

To achieve a floor that with a reasonable performance, we must grind down the existing sub-floor to accommodate the floor tile and the layer beneath it to accommodate a warranted system. Note: we are trying to match the existing floor elevation of the finish floor in the basement, so we don't have to bust up and reset existing floor drains and floor sinks in the kitchen, cut off and adjust doors and frames in the areas affected, etc. Our system is thus: thickness of the floor quarry tile (approx. 3/8"), setting bed, (approx. 5/8"), slip sheet membrane (nominal) and the leveling material (1/2" to a 1", based on existing conditions). This system is roughly 2" thick, so we need to grind down the existing sub floor condition to accommodate this required thickness.

To rework the floor and get back to the setting bed condition as originally installed in the kitchen area and then bust up the slab in the kitchen to put in a setting bed throughout the kitchen area. The cost of doing that would be many times higher to do so, probably in the neighborhood of a quarter of a million-dollars.

Why is the cost so much ? The grinding of the concrete and the associated work with the grinding of the floor is your primary expense. The grinding must be done in a manner to control both the dust and liquid (concrete slurry) capture from the grinding process to insure we don't get it into the existing buildings plumbing and air ventilation duct systems.

If addition explanations on these questions is needed, or if you have any additional questions, please let me know.

Thank you, Patrick

Patrick Addison, Architect
PH&J Architects, Inc.
807 South McDonough Street
Montgomery Alabama
334-265-8781
paddison@phjarch.com



From: Lamar Allen <LamarAllen@mc-ala.org>
Sent: Tuesday, October 1, 2019 8:02 AM
To: Patrick Addison <paddison@phjarch.com>
Cc: Florence Cauthen <florencecauthen@mc-ala.org>
Subject: Jail Floor

Patrick,

Monday night at the commission meeting I will need to explain what is wrong with tile bed. I have talked with Chris, Hoyt and Lee but need the technical side in layman's Commission terms. How many sf is involved? When was the bad bed installed? What caused the failure? Is the only way to fix, remove and re-bed? Why cost so much?

From what I understand we will need a change order approved by the commission for 80,000, Florence should be in touch about the paper work side. I know this is holding up the project and hopefully we will have an answer Monday night. One more question what if we do nothing and lay back over it? No warranty?

Lamar

Get Outlook for iOS

807 South McDonough Street
 Montgomery, AL 36104
 PO Box 215 (36101)
 Phone (334) 265-8781

STATEMENT OF FIELD OBSERVATIONS

Report #

12

Project Number: 1712-GV

Date of Site Visit: September 23, 2019

PROJECT: Montgomery County Detention Facility (Building #1) Renovations	OWNER Montgomery County Commission, Montgomery, Alabama Phone No.										
CONTRACTOR: Holley-Henley Builders Post Office Box 210097 Montgomery, Alabama 36121 Phone No.	ARCHITECT/ENGINEER: PH&J Architects, Inc. 807 S. McDonough Street Montgomery, Alabama 36104 Phone No. 334-265-8781										
<table border="0"> <tr> <td>PROJECT DATA ON THE DATE OF OBSERVATION:</td> <td>No. of Workers: 9</td> </tr> <tr> <td>Site Conditions: N/A</td> <td>Weather: Sunny and HOT 95°</td> </tr> <tr> <td>Starting Date: March 18, 2019</td> <td>Contract Completion: 500-Days</td> </tr> <tr> <td>Scheduled State of Completion: Jan. 01, 2020</td> <td>Estimated Actual Completion:</td> </tr> <tr> <td>Contractor's Superintendent: Lee Wilson</td> <td>Phone #: 334-558-6304</td> </tr> </table>		PROJECT DATA ON THE DATE OF OBSERVATION:	No. of Workers: 9	Site Conditions: N/A	Weather: Sunny and HOT 95°	Starting Date: March 18, 2019	Contract Completion: 500-Days	Scheduled State of Completion: Jan. 01, 2020	Estimated Actual Completion:	Contractor's Superintendent: Lee Wilson	Phone #: 334-558-6304
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Starting Date: March 18, 2019	Contract Completion: 500-Days										
Scheduled State of Completion: Jan. 01, 2020	Estimated Actual Completion:										
Contractor's Superintendent: Lee Wilson	Phone #: 334-558-6304										
Visited the site today to review the Jail's progress and address a major problem with the kitchen's sub-floor. Spoke with Lee Wilson late on Thursday afternoon, September 19, 2019 about sub-floor conditions in the jail's kitchen. I told Lee to complete the tile demolition and we would review it. Monday morning, I received a call from Hoyt Henley requesting a site visit to review the condition of the sub-floor. A call was made to Chris Piel to meet the architect on site to review floor with his flooring sub-contractor. Reviewed the kitchen sub-floor and observed the conditions found. In a previous project, decisions were made in the course of the project											
Report IssuedBy: <u>Patrick Addison</u> Donnie Mims, Florence Cauthen, Lamar Allen, Chris Piel, Sheriff Cunningham, cc: CD Kevin Murphy, Chad Holley (H-HB), Hoyt Henley (H-HB), Lee Wilson (H-HB)											

10-20

that initially caused problem with the tile floor heaving up and popping loose. With all the tile removed we can now see the problem goes well beyond the lack of control and expansion joints in the tile floor. The problem starts with the decision to remove the original tile setting bed, fill and level the kitchen floor, before thin setting the tile to that leveled floor.

Part of the problem with the heaving of the tile floor was caused by the leveling compound used to level the floor. This leveling compound appears to be a gypsum-based material that as it absorbed water expanded, pushing the tile up. It also over time absorbed the harsh cleaning materials and compounds that caused it to deteriorate over time. The material is now a brittle, chalky material in-lieu of a hard, strong material to support and hold the tile in place.

In the leveling process, the floor drains that were originally installed with the tile setting bed to collect and prevent standing water on the floor was modified and, in some locations, removed.

After reviewing these conditions, the contractor, architect and owner's representative discussed options to repairing the sub-floor to allow the new floor tile to be installed.

First, the floor would need to be rough leveled to allow the tile sub-contractor to come in and level the sub-floor for the installation of the new tile. This will require grinding down the existing floor in the kitchen areas

The floor leveling material must be of a type material to ensure the problems that occurred with the existing leveling compound don't re-occur.

Once, the floors sub-floor is complete the materials used to thin set the tile to the sub-floor and the grout for the tile used is an epoxy type compound and grout as has been specified for this job.

Note: This process installs the floor tile in a similar condition to the tile removed. The floor will be virtually flat and will not sloped to floor drains. Standing water will have to be pushed into existing drains and floor sinks to remove any standing water.

We have asked the contractor to submit a proposal to correct the sub-floor for the new tile. This proposal will be submitted to the County Administration for funding to correct the existing conditions.

See attached pictures

We also walked the First Floor and had our final inspection on the main corridor and administration areas. See the following list of punch list items.

First Floor Punch List:

- General cleaning: clean all signage, door frames and window frames.
- Holding Cell/Meeting Area 11C6 - Remove paint off TV Monitor and at thermostat, remove plastic hole inserts, caulk holes and paint touch-up.
- Touch-up paint corridor walls where walls have been nicked or damages.
- Central Control 141 - Touch-up paint on window frame.
- Central Control 141 - Put fire extinguisher back in FEC at control cabinet.
- Reception 114 - Install motion detector device at ceiling.
- At transition between Corridor 144 and Corridor 139 install transition strip at start of LVT flooring. Provide transition strip at other similar conditions/locations.



Original
Setting Bed
in Electrical
Closet (Dark
Color)

Original
kitchen floor
setting bed
replaced with
concrete

Floor at Kitchen Entry Adjacent to Dish Wash Room



Floor Under Serving Line in Kitchen



Floor in Kitchen Area



Floor in Kitchen Area

10-24

February 5, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: Flatwood Community Center

At its meeting on November 4, 2019, the Commission approved a budget change in the amount of \$100,000 for building renovations to the Flatwood Community Center.

Attached is a recommendation from Parks and Recreation Director James Williams to move forward with the renovations (along with information on previous improvements to Flatwood and statistics on usage) and a proposed contract with Barganier Davis and Williams for construction documents.

I request that the proposed contract, subject to review by the County Attorney, be placed on the next agenda.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

February 6, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: James Williams, Director *JW*
Parks and Recreation Department

SUBJECT: Renovation of Flatwood Community Center

Attached is information regarding repairs, usage and attendance at the Flatwood Community Center.

I recommend moving forward with the kitchen expansion, upgrade to the lighting and restrooms and addition of the covered porch, which would cost approximately \$100,000.

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

JW/tn

Attachments

A COUNTY OLDER THAN THE STATE

IMPROVEMENTS MADE AT FLATWOOD

- Installed Outdoor Fitness Equipment
June 2017 \$12,458.68
- Planted Oak Trees (5)
March 2016 \$1,200
- Installed 5-Ton 14 SEER 410 Heat/Air Unit
December 2015 \$5,400
- Poured Walkway
January 2013 \$1,100
- Replaced Water Heater
May 2011 \$1,000
- Installed Wave Slide
September 2009 \$3,366.81
- Replaced Roof
August 2009 \$4,675
- Planted ACHIEVE Healthy Communities Garden
March 2009 \$6,000
- Steel Gable Shelter 16' x 24'
October 2007 \$12,458.68
- ½ Mile Walking Trail and Fencing
April 2007 \$40,000

TOTAL: \$87,659.17

FLATWOOD COMMUNITY CENTER
USAGE REPORT

1. The current size seems to be adequate (exception is during special events)
 - Flatwood Seniors Christmas Luncheon (60 – 100 attendees)
 - Flatwood Community Action Dinner (100 attendees)
 - Flatwood Community Association Christmas Dinner (75 – 100 attendees)
2. In the past year, it was rented six (6) times at \$75.00 each for a total of \$450.00
 - 1 Baby Shower
 - 1 Birthday Party
 - 4 Funeral Passages

Flatwood Community Center Attendance Report

Senior Exercise Participation

9/4/19 – 8	10/7/19 – 9	11/6/19 – 12
9/9/19 – 9	10/9/19 – 9	11/13/19 – 8
9/11/19 – 10	10/14/19 – 10	11/18/19 – 9
9/16/19 – 11	10/16/19 – 9	11/20/19 – 12
9/18/19 – 8	10/21/19 – 10	11/25/19 – 10
9/23/19 – 9	10/23/19 – 10	11/27/19 – 8
9/25/19 – 10	10/28/19 – 11	12/2/19 – 10
9/30/19 – 11	10/30/19 – 8	12/4/19 – 9
10/2/19 – 8	11/4/19 – 9	

- Seniors meet every Monday and Wednesday and alternate every two weeks with Sheridan Heights

Special Event/Field Trip Participation

Successful Aging Initiative – 9/20/19 – 20

Maggie Street Luncheon 11/19/19 – 12

After-school activities Participation

Sports – 12 kids a week

- Includes: basketball, playground area, board games, etc

Educational – 15 kids a week

- Includes: tutoring and homework time

Summer Program Participation

2019: 42 kids signed up for Summer Program

34 – Average kids per day

- Kids swam twice a week and averaged close to 40 kids on swim days

Future Agenda Item 11 – Consider Authorization of Contract with Borganier Davis and Williams regarding Renovations to the Flatwood Community Center, Parks and Recreation Department

Contract will be presented during the County Commission
Information Session on February 11, 2020



**Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division**

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

February 3, 2020

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

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

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

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

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

Received by: _____

County: _____

12-1

COUNTY (51) MONTGOMERY 2020-2021

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

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

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

SIGNED: _____
 Authorized County Official Title Date

12-2

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

February 6, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Reappointments

The terms of Mr. Brian Shelton and Ms. Janet Roberts will expire on March 1, 2020 as board members of the Pike Road Volunteer Fire Protection Authority. Mr. Shelton and Ms. Roberts have expressed their desire to be reappointed to this Authority.

I am requesting that the Commission consider approval of these reappointments.

FMC/tn

A COUNTY OLDER THAN THE STATE

**Pike Road Volunteer
Fire Protection Authority**

Members:

Term Expires:

David Livingston
13715 Old Pike Road
Mathews, AL 36052

3/1/2023

Jimmy Grubbs, Chairman
10608 Old Pike Road
Mathews, AL. 36052

3/1/2025

Colonel James "Jim" R. Miller
3255 Mathews Road
Mathews, AL 36052

3/1/2021

Brian Shelton
811 Macon County Road
Cecil, AL 36013

3/1/2020

Janet Roberts
1218 Foggy Hollow Trail
Fitzpatrick, Alabama 36029

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

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

January 27, 2020

Mr. Donnie Mims
Administrator, Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Reference: Reappointment of Mr. Brian Shelton

Dear Mr. Mims,

The Pike Road Volunteer Fire Protection Authority would like to request the reappointment of Mr. Brian Shelton to the Board of Directors. Mr. Shelton has agreed to serve another four-year term.

Sincerely,

Jim Miller
Chairman, PRVFPA
3255 Mathews Rd.
Mathews, AL 36052



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

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

January 27, 2020

Mr. Donnie Mims
Administrator, Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Reference: Reappointment of Ms. Janet Roberts

Dear Mr. Mims,

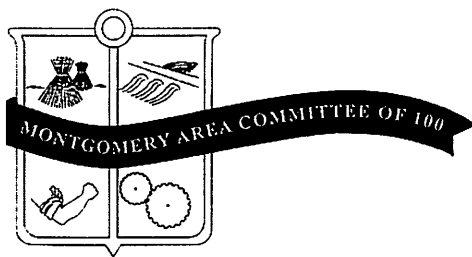
The Pike Road Volunteer Fire Protection Authority would like to request the reappointment of Ms. Janet Roberts to the Board of Directors. Ms. Roberts has agreed to serve another six-year term.

Sincerely,



Jim Miller
Chairman, PRVFPA
3255 Mathews Rd.
Mathews, AL 36052

13-4



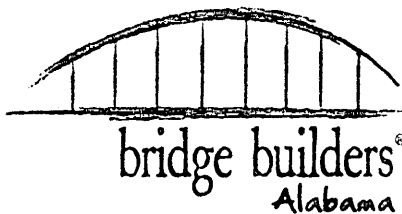
Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

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

Date	Invoice #
1/6/2020	2485

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



2740 Central Parkway
Montgomery, AL 36106
(334) 625-0456
www.bridgebuildersalabama.org

January 29, 2020

Commissioner Daniel Harris, Jr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Commissioner Harris,

On behalf of Bridge Builders Alabama, the Board of Directors would like to extend its sincere appreciation for your continued support over the years. Thanks to the generous donations of community members like the local County Commissions, our program has impacted the lives of nearly 1,300 students and 17 schools in Montgomery, Macon, Elmore, Lowndes, and Autauga counties in our 12 years of operation.

We believe that we continue to change the face of our cities and the future of our state by helping ordinary youth find their voice, experience their power, and build positive relationships to do the extraordinary. The success of our mission depends on our hardworking and passionate students who are willing to step outside of their comfort zones and grow into dedicated community members. We recruit junior and senior students from all Montgomery public high schools (including magnet schools), parochial, private, and home schools. To ensure that every student, regardless of their socio-economic background, can join our program, Bridge Builders Alabama is completely free to our students and their families.

Last year we implemented changes to our summer programming which included an Urban Trek through our historical city of Montgomery, a Poverty Simulation, and life skill building activities to round out our educational curriculum. These additions were well received, and we are proud to spend this summer continuing to iterate our program. Bridge Builders Alabama is the only diversity training program for teenagers in the River Region. We believe that our programs will help prepare our students for life after high school and foster a deeper connection with our community.

We believe that every student has the potential to grow as a community leader, and that is what drives us to provide a full scholarship to every student in our program. We are committed to offering any student the opportunity to expand their potential, and as such we rely on the local community and business leaders for financial support. We are respectfully requesting \$15,000 from the County Commission to help support our endeavor to continue enhancing our curriculum, and provide an engaging and supportive environment for our students to grow. Donations can be made through our website via PayPal at www.bridgebuildersalabama.org/donate, or checks can be made out to Bridge Builders Alabama and sent to our address above.

I look forward to hearing from you,

Radney Ramsey 

Radney Ramsey
Board Chair

Bridge Builders Alabama is a non-profit corporation organized under the laws of the State of Alabama and has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Internal Code of 1986 as amended, as an organization described in IRC Section 501(c)(3). Donors may deduct gifts as charitable contributions under Section 170 of the Code. You did not receive any goods or services of tangible value in consideration of your gift.

2020 Board of Directors

Radney Ramsey, Chair
Dr. Nichole Thompson, VP Development
Drew Woods, VP Marketing
Bethany Burger, Secretary
Justin Clark, Treasurer

Toby Roth, Past Chair
Ben Bradshaw
Holly Caraway McCorkle
Anita Carter
Cassandra Crosby
Helen Gary

Courtney Griffin
Jenny Ives
Nicholas Jernigan
Carey Owens
Pamela Ryan

Honorary Members
Tranum Fitzpatrick
Larry McLemore
Ed Reifenberg

15-1

February 3, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator

SUBJECT: Ad Valorem Tax Proposal

MPS Board President Clare Weil asked to come before the Commission to request a public hearing and vote on a proposed ad valorem tax increase to benefit Montgomery Public Schools. Below is a general explanation of the process, required by law, to increase ad valorem tax, as provided by Alan K. Zeigler, Bradley Arant attorney representing MPS.

The Lid Bill Amendment to the Alabama Constitution

Public Hearing. Amendment No. 373, also sometimes called the Lid Bill Amendment, provides a three-step procedure for increasing the rate of an ad valorem tax above the limitation set out in the Constitution. The first step is the adoption of a resolution by the Board's taxing authority (that is, the Montgomery County Commission) proposing an increase, following a public hearing on the proposal. The general practice is for the public hearing to be conducted as an agenda item at a regular meeting of the Commission. The hearing will allow interested persons, either speaking or in writing, the opportunity to be heard on their views regarding the increase. The Commission will, I expect, want to limit the time each person might speak (perhaps to 2 or 3 minutes), but that is solely within the discretion of the Commission.

Following the public comments, the Commission will be asked to consider a resolution confirming that the public hearing was properly conducted and proposing the increase, subject to full and complete compliance with the provisions of the Lid Bill Amendment.

Adoption of Local Act by Alabama Legislature. The second step in the Lid Bill process is the approval by the Alabama Legislature; the Legislature's approval is expressed in the form of a local act.

Approval of the Proposed Increase at an Election. The third and final step in the Lid Bill process is the approval of the proposed increase by a majority of those voting at an election held in the District. The Board will, following completion of the first and second steps in the process, consult with the County Commission as to the best time for calling and conducting the election.

**NOTICE OF PUBLIC HEARING
MONTGOMERY COUNTY COMMISSION**

Notice is hereby given that a public hearing will be held on Tuesday, February 25, 2020, at 5 o'clock, p.m., at the regular meeting of the Montgomery County Commission, at the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama, on the proposal to increase the rate at which an ad valorem tax for public school purposes may be levied on taxable property in the Montgomery School Tax District (which includes all the area lying with the boundaries of Montgomery County less and except the area lying within the corporate limits of the City of Pike Road). The present level for ad valorem taxes for public school purpose on taxable property situated within the District is 10 mills and the proposal is to increase the rate to a maximum of 19 mills, which is equal to \$1.90 on each one hundred dollars of assessed value of taxable property. Members of the public are invited and encouraged to attend the hearing.

SUGGESTED FORM OF COUNTY COMMISSION
PROCEEDINGS AT WHICH PUBLIC HEARING
IS CONDUCTED AND RESOLUTION IS
ADOPTED PROPOSING THE INCREASE

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

The following resolution and order and was introduced in writing by Commissioner

_____:

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

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

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

"Board" means the Montgomery County Board of Education.

"Constitution" means the Constitution of Alabama of 1901.

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

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

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

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

(b) The Board has requested that the Commission increase the rate at which the Special School Tax may be levied and the Board and the Council have agreed that the said increase should be to a maximum rate, for any tax year of the County, which is equal to \$1.55 on each one hundred dollars (15.5 mills on each dollar) of assessed value.

(c) Pursuant to a notice posted a resolution duly adopted by the Commission at a regular meeting thereof held on January 14, 2020, and in the City, the Commission called a special public hearing to be held at _____.m. on Tuesday, February 25, 2020, on the proposed increase in the rate at which the Special School Tax may be levied.

(d) At the said special public hearing held on February 25, 2019, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed increase in the Special School Tax.

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

Section 3. Proposed Increase in Rate of Special School Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said public hearing, the Council proposes to increase the rate at which the County may levy and collect the Special School Tax to a maximum rate, for any tax year of the County, which is equal to \$1.55 on each one hundred dollars (15.5 mills on each dollar) of assessed value.

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

Commissioner _____ moved that the rules be suspended and unanimous consent be given for immediate consideration of and action on the said resolution and order, which motion was seconded by Commissioner _____ and, upon the same being put to vote, the following vote was recorded:

YEAS

NAYS

The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Commissioner _____ thereupon moved that the foregoing resolution and order be adopted, which motion was seconded by Commissioner _____ and, upon the same being put to vote, the following vote was recorded:

YEAS

NAYS

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

* * *



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: 2020 Montgomery County Sheriff's Office Community Programs

Date: February 7, 2020

Sheriff Cunningham and his staff hosts several community programs throughout the year. Attendance includes citizens throughout Montgomery County. Our events attract people of various age, race, gender. We are making a one-time ask of \$22,500 for the 2019/2020 calendar year. These funds will support:

Easter Egg Hunt
Deputy Dave's Day
Youth/Senior's Fishing Rodeo
Camp Show and Tell
National Night Out
Halloween Spooktacular

We appreciate your consideration. If additional information is needed, please call 832.1660.

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

Memo

To: Montgomery County Commission
CC: Florence Cauthen, Rodney Smith
From: Lou Ialacci 
Date: Feb 5, 2020
Re: Email Security Training Exercise Update

As a result of our Phishing security training exercise on January 21 the Information Technology department realized that the county has a significant security training requirement. There were one hundred eleven (111) people who clicked on the hyper link, which can provide hackers a way to gain access to our network. Our initial test was conducted using a complimentary system that only created emails, provides basic reports, but no training. This was an excellent first step and an email regarding the results was sent to all department heads and elected official notifying them if one or more of their personnel effected a breach of security. It was decided in the last Commission meeting that the County needs a testing and training program. The IT department does not have the resources to do this.

The IT department has been talking to a company, Threat Advice, about utilizing their security testing and training services. They also provide templates for creating policies and procedures that we can tailor to fit our needs. Threat Advise has a contract with the State of Alabama to provide their security testing and training services. The County can purchase the complete system as a service for \$3,437.50 per year. I have enough money in my current budget to pay for this.

We have begun working with the vendor to set up and test their system. We will issue a purchase order as soon as we complete the testing.

Thank you for your support.



Montgomery and the River Region continue to receive widespread acclaim due to our great quality of life and an impressive string of diverse accomplishments. A strong economy and vibrant business community are part of the foundation that makes our success possible.

The Small and Minority Business Initiative Reception will be held on February 27th at 5:30. The event will be held at the DoubleTree by Hilton Hotel, 120 Madison Avenue. On this day we want to share information on the Initiative's progress, recognize firms that have ongoing robust participation and offer an enjoyable conclusion to the workday with an opportunity to network.

Montgomery County Commission supported this event for the last year and we hope we can count on your support this year. Thank you and I look forward to seeing each at his event.

MEMORANDUM OF UNDERSTANDING

City of Montgomery and the Montgomery County Commission

Fairview Farmer's Market

150 West Fairview Avenue, Montgomery, Alabama 36105

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this day __ of November 2019, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission"), collectively referred to as "Parties".

The terms of this MOU between the City and Commission are as follows:

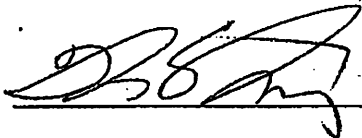
In an effort to keep the availability of fresh fruits and vegetables to the citizens of Montgomery that live in the neighborhoods surrounding the Farmer's Market on 150 West Fairview Avenue, the City and the Commission agree to subsidize the Farmer's Market.

The Commission agrees to pay the City \$10,000 annually, with a one-time payment in December.

The City agrees to pay the utilities and maintain the building that houses the Farmer's Market.

The term if this Agreement will be for one (1) year starting on the date of execution by both the Mayor and Chairman of the County Commission.

WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.

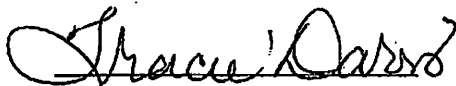


Todd Strange, Mayor

City of Montgomery

Elton Dean Sr., Chairman

Montgomery County Commission



Witness

Witness

FUNDING AGREEMENT

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

RECITALS

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

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

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

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

Section 1. Findings and Determinations by the County.

The County hereby finds and determines that:

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

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

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

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

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

Section 2. County Contributions.

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

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

Section 3. Enforcement

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

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

Section 4. County Not a Partner or Joint Venturer

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

Section 5. Dispute Resolution

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

Section 6. Miscellaneous

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

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

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

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: _____
Title: Chairman

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 23, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery County Community Punishment and Corrections Authority

The terms of Carolyn Millender and Daniel Harris, Jr., have expired as board members of the Montgomery County Community Punishment and Corrections Authority.

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

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

22-1

Montgomery County Community Punishment & Corrections Authority

Members:

Term Expires:

Robert E. L. (Bobo) Gilpin

12/1/2021

* Carolyn Millender

12/1/2019

* Daniel Harris, Jr.

12/1/2019

Frank Brown, Chairman

12/1/2021

James E. Williams

12/1/2021

Perry O. Hooper, Jr.

12/1/2021

Larry Edward Spencer

12/1/2018

District Attorney Daryl Bailey

12/1/2022

Sheriff Derrick Cunningham

12/1/2022

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term