



INFORMATION SESSION

9:00 AM - April 20, 2021

Montgomery County Courthouse, Annex III

Page

CALL TO ORDER AND WELCOME AT 9:00 A.M.

PRAYER

SCHEDULED ATTENDEES

1. Report from City/County Emergency Management Agency
2. Sheriff Derrick Cunningham
3. Director of Risk Management Holly Leverette
4. Manager of Public Affairs Hannah Hawk
5. President Anna Buckalew with the Montgomery Area Chamber of Commerce and Executive Director Ashley Jernigan with DestinationMGM
6. Executive Director Nick Rankins with Young Men on a Mission
7. Director Tim Anderson with Helping Montgomery Families Initiative (HMFI)

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

WAIVED RULES ITEMS

1. Consider Service Agreement with Crosby Communications, LLC for Jail Detention Locks/Security Cameras/Door Access, Detention Facility 3 - 13
Presenter: Derrick Cunningham
[Agenda Item Memo - 21-103 - Pdf](#)

FUTURE AGENDA ITEMS

2. Consider Assignment Pay for Public Safety Communications Dispatcher Assigned to On-Call Status, Sheriff's Office 14 - 16
Presenter: Derrick Cunningham
[Agenda Item Memo - 21-105 - Pdf](#)
3. Consider Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane for the May 8, 2021 and May 29, 2021 Events, Montgomery, AL 36105, County Commission 17 - 20
[Alcohol License Application Rancho El Paraiso May Events](#)
4. Consider Scope-of-Work and Proposal from Jacobs Engineering Group for the 2021 Post-RAR Activities for the Montgomery DEAP, Risk Management 21 - 36
Presenter: Holly Leverette
[Agenda Item Memo - 21-101 - Pdf](#)

- | | | |
|----|--|---------|
| 5. | Consider Contract for Professional Services with Dominion Resources, LLC, regarding the 2020 Tax Sale, Revenue Commissioner's Office
Agenda Item Memo - 21-102 - Pdf | 37 - 39 |
| 6. | Consider Final Pay Application to Liberty Construction Company, Inc. for Electrical and Plumbing Upgrades for the Montgomery County Youth Facility, County Commission
Agenda Item Memo - 21-098 - Pdf | 40 - 46 |
| 7. | Consider Final Pay Application to Stallings and Sons for Annex 2 Exterior Renovations, County Commission
Agenda Item Memo - 21-106 - Pdf | 47 - 59 |

GENERAL INFORMATION ITEMS

- | | | |
|-----|---|---------|
| 8. | Information regarding "The Journey Starts Here" Campaign
Presenter: Anna Buckalew
The Journey Starts Here Campaign | 60 |
| 9. | Young Men on a Mission - <i>Previous Funding 1/28/2020 - \$2,500 (Harris), \$1,000 (Singleton) for Community Service Programs</i> (No Attachment)
Presenter: Nick Rankins | |
| 10. | Consider Board Member Appointments to the North Montgomery Volunteer Fire Protection Authority, County Commission
Agenda Item Memo - 21-099 - Pdf | 61 - 62 |
| 11. | Letter from Montgomery County Coroner John A. Jernigan, M.D., requesting an Increase in the Coroner's Office Annual Budget
Request for Increase in Budget from Coroners Office | 63 - 64 |
| 12. | ACCA Legislative Committee's second "Legislative Report" of the 2021 Regular Session
April 9 - County Legislative Report - 2021 | 65 |

RECESS TO FORMAL SESSION



Memo

Re: Jail Detention Locks/Security Cameras/Door Access Service Contract
Date: County Commission - Information Session - Apr 20 2021
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

Please be advised that I approve of the attached Service Agreement with Crosby Communications, LLC., regarding the Jail Detention locks, security cameras and door access. Additionally, the contract provides the Sheriff's Office with all printing supplies for ID badges and pistol permits. Furthermore, our IT Department have reviewed and approved the said contract as well. Finally, due to the time constraint of the current contract expiring on April 30, 2021, the rules will need to be waived.

ATTACHED:

[Jail Detention Locks Security Cameras Door Access Contract](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

April 14, 2021

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Jail Detention Locks / Security Cameras / Door Access Service Contract

Please be advised that I approve of the attached Service Agreement with Crosby Communications, LLC., regarding the Jail Detention locks, security cameras and door access. Additionally, the contract provides the Sheriff's Office with all printing supplies for ID badges and pistol permits. Furthermore, our IT Department have reviewed and approved the said contract as well. Finally, due to the time constraint of the current contract expiring on April 30, 2021, the rules will need to be waived.

Please let me know if you have any questions.

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



To: MONTGOMERY COUNTY COMMISSION
PO Box 1667
Montgomery, Alabama 36102

PROPOSAL NUMBER: CCMCSO2021
PROPOSAL DATE: MARCH 31, 2021
SERVICE REP: SCOTT SMITH

SERVICE LEVEL AGREEMENT

The following Service Level Agreement is to maintain and support existing Electronic Security Systems for Montgomery County Commission. This agreement ensures a 4 hour rapid response time for all emergencies, preferential scheduling, and discounted labor rates to provide customized service arrangements. For any existing devices or hardware that exceeds the "end of life period" or are no longer serviceable, the owner will be given a proposal for upgrading said devices or hardware.

VIDEO SURVEILLANCE

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Clean camera lenses and housings as necessary.
- Check lenses for correct focusing and operation and adjust as necessary.
- Check the satisfactory transmission of images to remote site (where applicable).
- Inspect brackets, housings and associated fittings for corrosion or damage.
- Ensure clamping bolts/ brackets are tightened correctly.
- Repair any minor faults.
- Physically check the video surveillance system to make sure it is fully operational and report any defects or damage.
- Return system to operational status (where applicable).
- Unlimited telephone support.



- Unlimited remote desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

ACCESS CONTROL SYSTEM

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Check mains and stand-by power supplies including charging rates.
- Check all control equipment (e.g. readers, pin-pads, locks, strikes, closures) for correct operation and programming (includes time/ date settings).
- Support of existing power supplies, electro mechanical locking devices, exit buttons, and motion detectors.
- Includes battery replacement program on all lock power supplies.
- Check input/ output controllers for correct operation.
- Check manual exit devices for correct operation.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.



DETENTION DOORS

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Check functionality of locking hardware on sliding doors and swing doors.
- Ensure sliding tracks are free of debris.
- Ensure all door position switches function as intended.
- Ensure all door closures function as intended.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

TOUCH SCREEN SYSTEM

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.



- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

EMERGENCY PHONE KIOSK

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

COURTHOUSE BARRIER GATES

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.



- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

BADGING SYSTEM CONSUMABLES

- Access Badges can be ordered and provided upon request.
- Badge Printer Ribbon can be ordered and provided upon request.
- Laminate for Badges can be ordered and provided upon request.



TERMS AND CONDITIONS

- The following are not included in this service agreement and will be performed and billed at a discounted rate – all visits to faults caused by acts of God; fire; damage caused by owner or by owner's negligence; willful damages caused by any other person or animal.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment damaged by lightning.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment that is not functioning properly prior to this agreement going into effect.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment/ hardware that exceeds the "end of life" period. Labor remains within this agreement.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any new installations or special projects.
- All server data bases, administration, network switching, and connectivity to be maintained by owner.
- Includes consultation services regarding all existing equipment.
- Includes lift rentals necessary to service any existing equipment.



Maintenance Definition: Any repair, service, software support, or general systems operation support for existing equipment of the Video Surveillance System and Access Control System. Crosby Communications will repair, re-work, configure, and/or replace as needed under the standard annual pricing for labor in this contract.

Please refer to replacement of hardware as set forth in this agreement.

Upgrade Definition: A billable upgrade or project will include, but not be limited to adding a new component, piece of hardware to a property to add, enhance, or increase significantly the functionality of the property.

Software upgrades alone would not be considered billable. A software upgrade shall be billable at the special negotiated rate only in conjunction with a simultaneous and related hardware upgrade where there was no related or similar hardware or equipment performing that function previously. This upgrade definition shall not include all possible scenarios for upgrades and upgrade billings, but rather shall serve as a guideline only for each party's mutual understanding of its intent.

Examples of qualifying upgrades: (this list is only a guide, not a definition for all qualifying upgrades or projects)

- Adding a new server where there was not a server previously.*
- Installing a new card reader where there was not one previously.*
- Adding a new camera where there was not one previously.*



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 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.



3 YEAR SERVICE LEVEL MAINTENANCE AGREEMENT		
YEAR	QUARTERLY	ANNUALLY
1	\$76,350	\$305,400
2	\$76,350	\$305,400
3	\$76,350	\$305,400

- Payment Terms: The Montgomery County Sheriff's Department will be invoiced annually; payment is due within 30 days of receipt of invoice. The owner will receive the first invoice after providing Crosby Communications with a signed Service Agreement.
- Service Agreement to take effect from _____, 20____ to _____, 20_____.

CROSBY COMMUNICATIONS, LLC

Title: _____

Print Name: _____

Signature: _____

Date: _____

MONTGOMERY COUNTY COMMISSION

Title: _____

Print Name: _____

Signature: _____

Date: _____

Networks · Controls · Security

6012 EAST SHIRLEY LANE, SUITE B, MONTGOMERY, AL 36117

334.386.0291

FAX 334.272.6768

WWW.CROSBYCOMMUNICATIONS.COM

9 | Page



Memo

Re: Assignment Pay for Public Safety Communications Dispatcher, On-Call EMA Representative(s)
Date: County Commission - Information Session - Apr 20 2021
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

Please find attached, the memo from Captain Richerson requesting assignment pay in the amount of \$100 per month for E-911 Dispatchers who represent the Sheriff's Office at the EMA during disaster incidents. Captain Richerson has provided a well justified request that is needed to recruit and retain high quality Public Safety Communication Operators. I fully support this request.

I am requesting the County Commission consider approval of Captain Richerson's request for assignment pay in the amount of \$100 per month for our Dispatch EMA Representatives.

FINANCIAL IMPACT:

Assignment pay in the amount of \$100 per month for E-911 Dispatchers

ATTACHED:

[Assignment Pay for On Call EMA Reps](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Sheriff Cunningham
From: Colonel Jon G. Briggs
Date: April 14, 2021
Re: Public Safety Communications Dispatcher,
Assignment Pay for On-Call EMA Representative(s)

Please find attached, the memo from Captain Richerson requesting assignment pay in the amount of \$100 per month for E-911 Dispatchers who represent the Sheriff's Office at the EMA during disaster incidents. Captain Richerson has provided a well justified request that is needed to recruit and retain high quality Public Safety Communication Operators. I fully support this request.

I am requesting the County Commission consider approval of Captain Richerson's request for assignment pay in the amount of \$100 per month for our Dispatch EMA Representatives.

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

www.MontgomerySheriff.com

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



Montgomery County Sheriff's Office Administrative Division



To: Colonel J. Briggs
Cc: Sheriff D. Cunningham, Chief K.J. Murphy

From: Captain W. Richerson

Subject: Assignment Pay for On-Call EMA Representative(s)
Public Safety Communications Dispatcher

Date: 04/14/2021

Colonel Briggs,

This request is based on our recent discussions and ongoing challenge to recruit and retain qualified dispatchers to staff our E911 center. I am requesting assignment pay in the amount of \$100 per month for the dispatcher(s) who is assigned to represent the Sheriff's Office at the EMA during emergencies and who has agreed to be in an on-call status for the position.

I understand that this request comes with a financial impact. However, the need to recruit and retain qualified E911 dispatchers is necessary to ensure public safety in Montgomery County. I believe this will be a positive incentive for our personnel and it will help us remain competitive with other agencies. Please let me know if you have any questions. Thank you for your consideration.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210407160755745

Type License: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS **State:** \$100.00 **County:** \$100.00

Type License: **State:** **County:**

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Filing Fee:** \$50.00

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Transfer Fee:**

Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HIGHWAY MONTGOMERY, AL 36116

County: MONTGOMERY **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

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

Do you sell Draft Beer?:

Date Incorporated: 09/04/2019 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 09/04/2019

Federal Tax ID: 85-3557925

Alabama State Sales Tax ID: r010900523

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

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

Business Phone: 334-424-8812

Fax:

Home Phone: 334-424-8812

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

License 1: 011492351

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20210407160755745



Initial each

☐ *JB*

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

☐ *JB*

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

☐ *JB*

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.

☐ *JB*

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.

☐ *JB*

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

☐ *JB*

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

☐ *JB*

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.

☐ *JB*

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.

☐ *JB*

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

Applicant Name (print): *James M. Brown*

Signature of Applicant: *James M. Brown*

Notary Name (print): *Alessia Miles*

Notary Signature: *Alessia Miles*

Commission expires: *9/11/2024*

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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210407160755745

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: **30000** Display Square Footage:
Building seating capacity: **9999** Does Licensed premises include a patio area? **NO**
License Structure: **ONE STORY** License covers: **OTHER**
Number of licenses in the vicinity: Nearest:
Nearest school: **0 blocks** Nearest church: **0 blocks** Nearest residence: **0 blocks**
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: 20210407160755745



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? YES

More than 30 days? NO

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/08/2021 Ending Date: 05/29/2021

Special terms and conditions for special event/special retail:

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 ON MAY 8, 2021 AND MAY 29, 2021. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.



Memo

Re: Scope-of-Work and Proposal for the 2021 Post-RAR Activities for the Montgomery Downtown Environmental Alliance Project

Date: County Commission - Information Session - Apr 20 2021

To: Montgomery County Commission

From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

This SOW provides the planning-level costs associated with the following work elements for the 2021 Post-RAR Activities for the Montgomery Downtown Environmental Alliance Project

- Perform the 2021 groundwater monitoring activities for the DEAP
- Perform 2021 random property inspections and interviews with current property owners for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Prepare the 2021 Institutional Controls (ICs) notification letters for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Manage and coordinate general Environmental Covenants (ECs) that are submitted by downtown property owners during the 2020 calendar year
- Prepare the Draft and Final Remedial Action Progress Report (RAPR) for the post-RAR activities conducted in the 2021 calendar year
- Continue Meeting Facilitation and Coordination Support for the DEAP during the 2021 calendar year
- Continue Community Involvement and Community Outreach Group (COG) Support for the DEAP during the 2021 calendar year

FINANCIAL IMPACT:

2021 cost to Montgomery County \$17,884.80.

RECOMMENDATION:

I am requesting authorization for the the Scope-of-Work and Proposal for the 2021 Post-RAR Activities for the Montgomery Downtown Environmental Alliance Project be placed on the next agenda for approval.

ATTACHED:

[2021 Post-RAR Proposal for Montgomery DEAP](#)

Scope of Work
Downtown Environmental Alliance
2021 Monitoring and post-RAR Activities for the
Downtown Environmental Assessment Project

March 22, 2021

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

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

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

- Perform the 2021 groundwater monitoring activities for the DEAP
- Perform 2021 random property inspections and interviews with current property owners for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Prepare the 2021 Institutional Controls (ICs) notification letters for the properties located within the Downtown Environmental Overlay, as defined in the Final ICP
- Manage and coordinate general Environmental Covenants (ECs) that are submitted by downtown property owners during the 2021 calendar year
- Prepare the Draft and Final Remedial Action Progress Report (RAPR) for the post-RAR activities conducted in the 2021 calendar year
- Continue Meeting Facilitation and Coordination Support for the DEAP during the 2021 calendar year
- Continue Community Involvement and Community Outreach Group (COG) Support for the DEAP during the 2021 calendar year

Task 1: 2021 Groundwater Monitoring Activities

Groundwater samples will be collected from seven existing monitoring wells as outlined in the Final ICP. Samples will be analyzed for tetrachloroethene (PCE), as documented in the Final ICP as the only chemical of concern (COC) in groundwater for the DEAP. To be consistent with the 2020 groundwater event, this groundwater sampling event will be conducted during the second quarter of the 2021 calendar year.

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

using submersible bladder pumps. All “down-hole” equipment will be decontaminated between sampling locations to reduce the likelihood of cross-contamination. Field parameters will be measured and recorded during well purging, including pH, temperature, specific conductance, oxidation-reduction potential, turbidity, and dissolved oxygen. Purge water from each well will be placed in buckets and transported to the Econchate Waste Water Treatment Plant where it will be stored in appropriately labeled drums or other approved containers, following all appropriate storage requirements, including any limits on storage duration. Quality assurance/quality control (QA/QC) samples will be collected at the following frequency for COC analyses:

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

A total of 17 samples (7 native samples, 1 field duplicate, 1 MS/MSD each, 3 trip blanks, 3 equipment blanks, and 1 field blank) will be collected (in appropriate containers and transported under chain of custody protocols) for PCE analysis (via EPA Method 8260B), which will be performed by a subcontracted laboratory. The total number of samples includes the appropriate QA/QC samples, as listed previously. The data will be reviewed and validated by a Jacobs chemist to ensure accuracy and adherence to quality control standards. Also, an estimated two investigation derived waste (IDW) samples will be collected from the purge water drums for total volatile organic compounds (VOCs) analysis to evaluate disposal options.

For estimating purposes, Jacobs assumes the following:

- The DEA will be responsible for disposal of the IDW; in this case, purged groundwater. IDW will be placed in 55-gallon drums and stored at the Econchate Waste Water Treatment Plant. Jacobs will sample each drum (assumed to be two) for PCE and other analyses required by the treatment plant (assumed to be VOCs) and will submit the analytical results to the DEA Technical Committee. If the analytical results are less than the discharge standards for the treatment plant, the purge water will be disposed of at the plant. If the analytical results of the IDW water exceed the discharge standards for the treatment plant, the purge water will be disposed at a licensed, offsite facility, which will require a change order.
- Sampling equipment will be provided by Jacobs.
- Health and safety requirements for fieldwork will be Level D (safety glasses, leather work boots, and reflective safety vests). Traffic control items such as barricades and sawhorses will be provided by the City of Montgomery. The site-specific Health and Safety Plan will be updated for the 2021 groundwater sampling event.
- One team of two people can accomplish the groundwater sampling event within 3 days. If sampling exceeds 3 days due to inclement weather, slow recharge, or lack of parameter stabilization, a change order will be required.
- Field days for sampling will average 10 hours for 3 days. Jacobs has budgeted for shipping samples to the laboratory in three coolers via priority overnight delivery at \$100 each.
- A subcontracted laboratory will analyze the groundwater samples with standard 2-week turnaround time.
- The sampling team will require a rental truck for 3 days.
- The project chemist will use automated data validation processes, requiring up to 16 hours for the data set to be validated.

- While no formal deliverable is planned for this groundwater sampling effort, data interpretation and reporting is covered under the RAPR subtask (Task 5) described later in this SOW.

Task 2: Institutional Controls Notification Letters

This task provides the Jacobs labor and expense associated with the preparation and submittal of the 2021 IC notification letters that are required by the Final ICP and RAR documents for the DEAP. Templates for these letters were presented to ADEM and approved by ADEM as part of the RAR document. Jacobs will coordinate with the Montgomery County Commission to obtain an updated copy of the property owner database for the Downtown Environmental Overlay, when it is available in October 2021. The letters will be mailed out during the fourth quarter of 2021.

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

Task 3: Institutional Controls Random Inspections and Interviews

This task provides the Jacobs labor and expense associated with the coordination and performance of the 2021 IC random inspections and interviews with downtown property owners within the Downtown Environmental Overlay. Jacobs will randomly select approximately 10 percent of the 99 properties located within the Downtown Environmental Overlay (i.e., not to exceed 10 properties) to perform either a windshield inspection or onsite inspection (depending on access) of the properties. The inspection team will complete the IC questionnaire found on the IC Inspection Checklist (Attachment 3 of the Final RAR). In addition to these random inspections, Jacobs will also inspect properties that have environmental covenants, properties that are referenced in City Ordinance 36-2019, and properties with historical wells. For properties that cannot be visually inspected due to obstructions or lack of access, Jacobs will attempt to contact the property owner and perform a telephone interview with the property owner. A team of two Jacobs employees are expected to conduct the inspections within 2 days prior to December 2021. The documentation for these inspections and interviews will be included in the 2021 RAPR (described later in this SOW).

Jacobs assumes approximately 76 hours of labor will be required as follows to complete this task: Jacobs Project Manager (20 hours), Senior Environmental Consultant (16 hours), and two-person field inspection team (40 hours total). This task also assumes the expense and travel associated with these activities.

Task 4: General Environmental Covenant Management

This task provides the Jacobs labor and expense associated with the coordination and management of the general ECs that are received from property owners within the Downtown Environmental Overlay. The general EC Information is currently available for review at the project website (www.capitalcityplume.org). Property owners were notified of these general ECs via the 2020 IC notification letters that were sent in November 2020. As property owners contact Jacobs expressing interest in the general EC, Jacobs will coordinate with the property owner to complete the EC, and assist them in getting the EC approved by ADEM and filed with the probate Judge's Office. Jacobs will also maintain a record of the completed ECs that are filed in the 2021 calendar year, and include them in the 2021 RAPR (described later in this SOW).

Jacobs assumes approximately 82 hours of labor will be required as follows to complete this task: Jacobs Project Manager/Public Relations Manager (40 hours), Senior Environmental Consultant (12 hours), and Administrative Assistant (30 hours). This task also assumes the expenses associated with these activities.

Task 5: Finalize 2020 RAPR and Prepare Draft and Final 2021 RAPR

Jacobs will respond to ADEM's comments for the 2020 RAPR by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments along with a detailed, formal response to each comment that will propose revisions to the RAPR to address each ADEM comment (if necessary). Once this RTC document is prepared, Jacobs will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee (assuming one round of consolidated comments), the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, Jacobs will submit the RTC document to ADEM for review.

Once ADEM approves the RTC document, Jacobs will revise the 2020 RAPR based on the revisions proposed in the RTC document. Jacobs will prepare both a redline version of the revised RAPR (with revisions in track changes mode) and a clean version of the RAPR, and will submit them to the DEA Technical Committee for review and comment. Once the revised RAPR is approved by the DEA Technical Committee (assuming one round of consolidated comments), the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, Jacobs will submit the revised RAPR (estimated three hard copies and one CD) to ADEM for their review and concurrence. Jacobs anticipates submitting the revised Final RAPR for ADEM review approximately 60 days after receipt of the ADEM Comments for the Draft 2020 RAPR.

Jacobs will prepare the Draft and Final 2021 RAPRs at the conclusion of the 2021 calendar year. This report will document the Remedial Actions completed in 2021 (see Tasks 1 through 4). The RAPR will include the following information:

- Activities and results of the 2021 Groundwater Monitoring Event (i.e., narrative description of the field activities, validated lab reports, data results tables, comparison of results to remediation goals, potentiometric surface map, and PCE iso-concentration map).
- Documentation that the 2021 IC notification letters were distributed to the current property owners within the Downtown Environmental Overlay and documentation of any general comments or concerns that were received during the 2021 calendar year that resulted from the 2020 IC notification letters, which were mailed in November 2020.
- Results of the 2021 IC random inspections and interviews with downtown property owners within the Downtown Environmental Overlay.
- Record of any general ECs that were received and filed during the 2021 calendar year.

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

An electronic version of the Draft RAPR will be provided to the DEA Technical Committee for review and comment approximately 60 days after conclusion of the 2021 calendar year (approximately February 28, 2022). Once the DEA Technical Committee review comments have been addressed (assuming one round of consolidated comments), the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft RAPR will be submitted to ADEM (estimated three hard copies and one CD copy on or before March 31, 2022).

Task 6: Meeting Facilitation and Coordination Support

This task includes meeting facilitation support for the aforementioned post-RAR activities for the DEAP (see Tasks 1 through 5). Specifically, Jacobs will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately April 2021 through March 2022):

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

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

This task includes costs associated with the financial management of the project. Jacobs assumes about 2 hours per month for the Project Manager and 1 hour per month for the Project Accountant will be required for the financial management of the project.

Task 7: Community Involvement and COG Support

This task includes providing community involvement support for the aforementioned post-RAR activities for the DEAP (see Tasks 1 through 5). Jacobs will prepare for and attend up to 2 meetings in Montgomery with the COG members to 1) update them on the up-coming post-RAR activities for 2021 (if necessary), and 2) to present the results of the 2021 post-RAR activities (if necessary).

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

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

Project Cost Estimate

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

Task	Labor Cost	Expenses*	Total
1 Groundwater Monitoring Activities	\$22,394	\$6,500	\$28,894
2 IC Notification Letters	\$7,300	\$59	\$7,359
3 IC Inspections and Interviews	\$15,764	\$262	\$16,026
4 General EC Management	\$13,568	\$52	\$13,620
5 Remedial Action Progress Report (Draft and Final)	\$25,292	\$210	\$25,502
6 Meeting Support	\$19,770	\$210	\$19,980
7 Community Involvement and COG Support	\$12,504	\$315	\$12,819
Total	\$116,592	\$7,608	\$124,200

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

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

Schedule

If authorization is received by April 2, 2021, Jacobs assumes that the elements of this Scope-of-Work will be completed by March 31, 2022.

2021 GWM and Post-RAR Cost Breakdown

2021 Total Cost

\$124,200.00

<i>Member</i>	%	\$
State of Al	30	\$ 37,260.00
MWWSSB	14	\$ 17,388.00
City of Montgomery	21.6	\$ 26,827.20
Montgomery County Commission	14.4	\$ 17,884.80
The Advertiser	20	\$ 24,840.00

Alliance Steering Committee Endorsement for CH2M 2021 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated March 22, 2021) for CH2M 2021 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (not-to-exceed \$124,200) and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: Patrick Dunson

Print Name: PATRICK DUNSON

Title: CITY ENGINEER

Date: 3-29-2021

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Community College System

Signed: Jimmy H. Baker

Print Name: JIMMY H. BAKER

Title: CHANCELLOR

Date: 3-25-21

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT'S ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

PROJECT NAME: 2021 Groundwater Monitoring and Post-RAR Activities for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

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

Scope of Services

CONSULTANT in support of the Client shall provide Engineering/Consulting services at the request of the Client and in accordance with CONSULTANT's proposal dated March 23, 2021, attached hereto.

Compensation

Compensation by CLIENT to Consultant will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is **\$124,200**, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, Consultant's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Other Terms

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

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

CLIENT: CITY OF MONTGOMERY

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature  _____

Name (printed) Josh Lawson _____

Title Manager of Projects _____

Date 3/22/2021 _____

PROVISIONS

1. Authorization to Proceed

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

2. Compensation

Compensation shall be as specified with the Compensation section on Page 1.

3. Subcontracts and Direct Expenses

When Services are performed on a time and materials basis the rates for CONSULTANT's and its affiliate's employees are those hourly or daily rates charged for work performed on the Project by such employees. These rates are contained in the COMPENSATION section on Page 1 or attached hereto and except as noted, are subject to a 4% annual calendar year escalation/adjustment. A markup of 5 percent will be applied to subcontracts, outside services, and Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CONSULTANT's current standard rate charges for direct use of CONSULTANT's vehicles, laboratory test and analysis, and certain field equipment; and (3) CONSULTANT's standard project charges for computing systems, and health and safety requirements of OSHA, MSHA and similar requirements as set forth in CONSULTANT's rate schedule. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CONSULTANT's compensation when invoicing CLIENT.

4. Cost Opinions

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

5. Standard of Care

CONSULTANT warrants that its services will be performed in accordance with generally accepted standards in the industry for a one (1) year period after completion. CONSULTANT makes no other warranties or guarantees, express, implied, statutory or otherwise. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. If any of our services are found to be deficient within the one-year period following their completion, CONSULTANT will provide the additional services (within the scope of the original services provided) necessary to correct the deficiency at no cost to CLIENT, provided that CONSULTANT is advised of such deficiency in a timely manner within such one-year period. CONSULTANT's services will be deemed completed when CONSULTANT delivers the final version of its Work Product. This provision of additional services constitutes our sole liability and is CLIENT's exclusive remedy with respect to any deficient services; and CONSULTANT shall have no liability for costs related to repair, replacement, addition or deletion of equipment or facilities, regardless of cause, including the fault, breach of contract, tort (including concurrent or sole and exclusive negligence), strict liability or otherwise.

6. Termination

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

7. Payment to CONSULTANT

All payments shall be due, and paid within thirty (30) days from the date of invoice. Past due invoices shall bear interest at a rate of 1½ % per month. CONSULTANT may, without liability of any kind, stop work in the event any payment becomes past due. All payments shall be made free and clear of, and without reduction for or on account of, any present or future income taxes, value added taxes (VAT), stamp, consumption, or other taxes, levies, imports, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed by any governmental entity or authority other than the Government of the United States, or a State or local government within the United States. To the extent any tax or withholding is imposed by a governmental entity or authority other than the Government of the United States, or a State or local government within the United States, CLIENT agrees to adjust CONSULTANT's payments such that the net amount actually paid equals to the prices stated in CONSULTANT's proposal.

8. Limitation of Liability

CLIENT agrees that CONSULTANT's total liability (per occurrence and in the aggregate) to CLIENT arising out of or related to our services shall not exceed one hundred percent (100%) of the monies actually paid to CONSULTANT under or pursuant to this Agreement, regardless of whether the loss or damage is a result of breach of contract, warranty, tort (including negligence), strict liability or otherwise.

9. Severability and Survival

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

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third party beneficiaries except as provided in Provision 12.

11. Materials and Samples

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

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party; provided however, CONSULTANT may novate this AGREEMENT to an affiliate in the case of normal corporate restructuring, provided any such novation does not adversely affect its ability to perform this AGREEMENT. Any other unauthorized assignment is void and unenforceable.

13. Integration

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

14. Force Majeure

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

15. Dispute Resolution

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

16. Changes

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

17. Indemnification

CONSULTANT agrees to defend, indemnify and hold CLIENT harmless from claims by third parties for personal injury (including our employees) to the extent caused by CONSULTANT's negligence, violation of law, or willful misconduct while in CLIENT's offices or on property which CLIENT owns or which is under CLIENT's control. The reports, studies, opinions, analyses, evaluations, recommendations, sketches, calculations, deliverables, drawings, designs, or other engineering services (hereinafter referred to as the "Work Product") furnished under or related to this Agreement are for CLIENT's sole use and benefit. There are no intended third-party beneficiaries. CONSULTANT agrees to defend and indemnify CLIENT from claims that the Work Product violates the patent rights, copyrights, or other intellectual property rights of any third party. As consideration for CONSULTANT providing the Work Product, CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless from claims by third parties for personal injury (including death), property damage, fines, penalties or other liabilities arising from or related to the Work Product, including claims based on failure to discover, detect, or warn CLIENT, government agencies, or the public of any danger, hazard, or unsafe condition. For third party claims against CLIENT arising from or related to the Work Product, CLIENT hereby waives claims against, and covenants not to sue CONSULTANT for indemnity, contribution or subrogation. CLIENT's contractual indemnity shall apply regardless of whether the indemnitor is a party to the action or a non-party; and regardless of the indemnitor's immunity from suit, whether granted by statute or other law, by judgment or via a release of liability obtained from the third-party; regardless of whether the rules of liability under any applicable law or regulation allocate liability differently than as agreed to herein; and regardless of our fault, breach of contract, tort (including concurrent or sole and exclusive negligence), strict liability or breach of warranty.

18. Waiver of Damages

Both parties agree to waive and release each other from all liability, claims, demands, and causes of action for any contingent, consequential, special, indirect or other similar damages including without limitation loss of revenue or profit, loss of use, loss of product or production, increased operating costs, business interruption losses, delay damages or other similar damages (whether such damages are characterized as direct or indirect), or, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability or otherwise.

19. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CLIENT agrees to indemnify CONSULTANT and its officers, employees, subcontractors and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation

expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

20. Access to Facilities and Property

CLIENT will make its facilities (or any third party property) accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CLIENT will perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with CONSULTANT's services.

21. Client-Furnished Data

CLIENT will provide to CONSULTANT all data in CLIENT's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

22. Ownership of Work Product and Inventions

All of the work product of CONSULTANT in executing the Services shall remain the property of CONSULTANT. CLIENT shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the Services shall remain the property of CONSULTANT.

23. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

24. Restrictions

The terms of this AGREEMENT shall not be valid for staff augmentation, remediation activities, materials procurement or construction services. This AGREEMENT is not intended to create an agency relationship between the parties. Additional provisions may be negotiated as required for those services.

25. CONSULTANT's Personnel at Client Site

25.1 The presence or duties of CONSULTANT's personnel onsite, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to Client and/or their contractors or other entities, and do not relieve the Client's contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with their contract documents, project specifications and any health or safety precautions required by such work.

25.2 CONSULTANT and its personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel. However, if CONSULTANT's personnel observe health or safety deficiencies, they shall promptly report same to Client.

25.3 The presence of CONSULTANT's personnel onsite is for the purpose of providing to Client a greater degree of confidence that

the completed services and work will conform generally to the project specifications and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the Client's contractor(s) nor assumes responsibility for Client's contractor's failure to perform work in accordance with the project specifications.

26. Asbestos or Hazardous Substances

If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. If asbestos is suspected, CONSULTANT will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected,

CONSULTANT will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. Client recognizes that CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than CONSULTANT.

27. Anti-Corruption Compliance

Neither Party shall pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) for the purposes of illegally or improperly inducing anyone to take action favorable to any Party in connection with the Services. Either Party may require written confirmation of the other's compliance with this obligation.



Memo

Re: 2020 Tax Sale Contract - Dominion Legacy
Date: County Commission - Information Session - Apr 20 2021
To: Montgomery County Commission
From: Allyson Holland, Chief Revenue Clerk

BACKGROUND INFORMATION:

I have enclosed for your review the proposed contract for professional services for Gary Boyd of Dominion Resources LLC to provide the following services (1) Conducting the tax sale, (2) Making available related consulting services, (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The payment of these services is included in our approved 2021 FY budget.

The contract service fee minimum is \$3,700 or \$3.70 per parcel in the tax sale and capped at \$5,550. Travel and Food/Lodging will not be affected by the fee cap, but will be subject to the limitations contained in the contract. Mileage would be paid at a rate of .56 per mile (the current IRS standard) not to exceed 400 miles. As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

JYB/ah
Enclosures

ATTACHED:

[Contract for Professional Services 2020 tax sale](#)

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Resources LLC**, for professional services to be rendered by Dominion Resources LLC for the event of the 2020 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 2, 2021.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Resources LLC for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.70 per parcel for each parcel offered at the tax sale. Fees will not be less than \$3,700.00 (equivalent to 1,000 parcels) or greater than \$5,550.00 (equivalent to 1,500 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,500, fees will be capped at \$5,550.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .56 per mile (current IRS standard) not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$300.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

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

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr. Date
Chairman
Montgomery County Commission

Gary W. Boyd, Sole Member Date
Dominion Resources LLC



Memo

Re: Final Pay Application for Liberty Construction Company, Inc.
Date: County Commission - Information Session - Apr 20 2021
To: Montgomery County Commission
From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached an application for final payment to Liberty Construction Company, Inc. for Electrical and Plumbing Upgrades for the Montgomery County Youth Facility, County Commission

I request that this item be placed on the May 4, 2021 agenda.

RECOMMENDATION:

ATTACHED:

[Final Pay Application to Liberty Construction](#)

July 2006

**APPLICATION AND
CERTIFICATE for PAYMENT**

Attach Schedule of Values

Estimate No: Four (4) Final

Date: 3/17/2021

BC No. _____

TO OWNER: Montgomery County Commision 101 S. Lawrence St. Montgomery AL 36102	PROJECT Electrical and Plumbing Upgrades for the Montgomery County Youth Facility Montgomery AL BC #
From Contractor: Liberty Construction Co., Inc. PO Box 211041 Montgomery, AL 36121 Montgomery, Alabama FEIN: 204717906	Architect/Engineer Garner & Associates Engineering PC 901 S Perry St Montgomery AL 36104 G & A Project #

APPROVED FOR PAYMENT
4/6/21
DATE
G&A SERVICES DIR

TOTAL ORIGINAL CONTRACT	\$	295,000.00
CHANGE ORDER(S) Numbers _____ through _____	\$	-
TOTAL CONTRACT TO DATE	\$	295,000.00

1. Brought Forward: TOTAL CONTRACT TO DATE.....\$	
AMOUNT COMPLETE.....92 100 %	\$ 295,000.00
2. Stored Materials per the attached inventory of Stored Materials.....	\$ -
3. Total Completed Work and Stored Materials.....	\$ 295,000.00
4. Less Retainage 5% of the 1st 50% (net 2.5%).....	\$ -
5. Total Completed Work and Stored Materials, less Retainage.....	\$ -
6. Total Due.....	\$ 295,000.00
7. Less Total Previous Payments to Contractor.....	\$ 242,462.00
8. Balance Due This Estimate.....	\$ 52,538.00

Contractor's Certification

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner the current payment shown herein has not been received.

By Juan Date 3-17-21

Project Manager

(Title)

Sworn and subscribed before me this 17th day of March, 2021

Maude S. Dorais L.S.
Notary Public My Commission Expires 3-15-23

Architect's Certification

In Accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

Garner & Associates Engineering PC

(Architect)

By D. Stanley BordenDate 3/29/21**APPROVALS**

Approved by _____ Date _____

(Owner)

Signature

The Owner certifies that funds are available in the amount required for this invoice.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: Four (4) Final
APPLICATION DATE: 3/17/2021

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/21/2020

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 19-099

A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	E		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			
1	Div 1 - General Conditions	\$ -	\$ -	\$ -		\$ -	0%
2	Prime Bonds/Building Permit	\$ 7,000.00	\$ 7,000.00	\$ -		\$ 7,000.00	100%
3	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100%
4	General Conditions	\$ 15,000.00	\$ 12,750.00	\$ 2,250.00		\$ 15,000.00	100%
5			\$ -	\$ -		\$ -	0%
6	Plumbing	\$ -	\$ -	\$ -		\$ -	0%
7	Plumbing Lavatory Repairs	\$ 45,000.00	\$ 38,250.00	\$ 6,750.00		\$ 45,000.00	100%
	Water Closet Repairs	\$ 24,000.00	\$ 10,607.00	\$ 13,393.00		\$ 24,000.00	100%
	Kitchen Repairs	\$ 31,000.00	\$ 31,000.00	\$ -		\$ 31,000.00	100%
8	Plumbing Related Concrete Patch	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100%
9	Plumbing Related Tile Patch	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%
10			\$ -	\$ -		\$ -	0%
11	HVAC	\$ 18,000.00	\$ 18,000.00	\$ -		\$ 18,000.00	100%
12			\$ -	\$ -		\$ -	0%
13	Div - 16 Electrical	\$ -	\$ -	\$ -		\$ -	0%
14	Mobilization/Submittals	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%
15	Power Equipment	\$ 70,000.00	\$ 70,000.00	\$ -		\$ 70,000.00	100%
16	Wall Rough In	\$ 12,000.00	\$ 6,600.00	\$ 5,400.00		\$ 12,000.00	100%
17	Overhead Rough In	\$ 15,000.00	\$ 10,050.00	\$ 4,950.00		\$ 15,000.00	100%
18	Trim Out	\$ 2,000.00	\$ -	\$ 2,000.00		\$ 2,000.00	100%
19	Feeder Wire	\$ 7,000.00	\$ -	\$ 7,000.00		\$ 7,000.00	100%
20	Branch Wire	\$ 3,000.00	\$ -	\$ 3,000.00		\$ 3,000.00	100%
21	Feeder Rough-In	\$ 7,000.00	\$ 7,000.00	\$ -		\$ 7,000.00	100%
22	Mount TVSS	\$ 6,000.00	\$ 5,580.00	\$ 420.00		\$ 6,000.00	100%
23	Install UPS	\$ 3,000.00	\$ 3,000.00	\$ -		\$ 3,000.00	100%
24			\$ -	\$ -		\$ -	0%
25	GRAND TOTALS	\$ 295,000.00	\$ 249,837.00	\$ 45,163.00	\$ -	\$ 295,000.00	100%
26							\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PROGRESS SCHEDULE AND REPORT		CONTRACTOR: LIBERTY CONSTRUCTION CO.				DATE OF REPORT	
PROJECT: Electrical and Plumbing Upgrades for the Montgomery Co Youth Facility		ARCHITECT: Garner & Assoc Engineering PC				11/24/2020	
						PROCEED DATE	
						6/29/2020	
Project #						PROJECT COMPLETE DATE	
						12/26/2020	

Work Division	%	Amount	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	21-Mar		
1. GENERAL REQUIREMENTS	9%	\$ 27,000.00	0%	2%	2%	2%	2%	1%	0%					
2. SITEWORK	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					
3. CONCRETE	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					
4. MASONRY	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					
5. METALS	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					
6. WOOD AND PLASTIC	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					100%
7. THERMAL AND MOISTURE PROTECTION	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					90%
8. DOORS AND WINDOWS	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					80%
9. FINISHES	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					70%
10. SPECIALTIES	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					60%
11. EQUIPMENT	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					50%
12. FURNISHINGS	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					40%
13. SPECIAL CONSTRUCTION	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					30%
14. CONVEYING SYSTEMS	0%	\$ -	0%	0%	0%	0%	0%	0%	0%					20%
15. MECHANICAL	45%	\$ 133,000.00	0%	5%	10%	13%	13%	4%	0%					10%
16. ELECTRICAL	46%	\$ 135,000.00	0%	5%	8%	13%	14%	6%	0%					0%
TOTAL ORIG CONTRACT	100%	\$ 295,000.00	0%	12%	32%	60%	89%	100%	100%					
ANTICIPATED DRAW IN \$1,000			\$0	\$35	\$94	\$177	\$263	\$295	\$295					
ACTUAL DRAW IN \$1,000			\$ -	\$ -	\$ 39	\$ 134	\$ 250	\$ 273	\$ 295	\$ 295	\$ 295	\$ 295		

— ANTICIPATED ACTIVITY
 — ACTUAL ACTIVITY
 - - - ANTICIPATED CASH FLOW
 - - - ACTUAL CASH FLOW

FINAL RELEASE AND WAIVER OF RIGHT TO CLAIM

The undersigned, in consideration of final payment in the amount of \$52,538.00 hereby waives its right to claim against the payment bond for labor service or materials to Montgomery County Commission for improvements/construction to the described property:

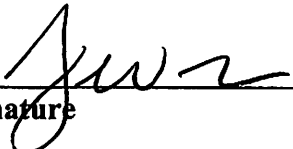
Project: Project: *Electrical and Plumbing Upgrades for the
Montgomery County Youth Facility*

In addition, the undersigned, for and in consideration of the aforesaid sum, does hereby remise, release, acquit, satisfy and forever discharge, Montgomery County Commission, of and from all, and all manner of action and actions, cause and causes of action, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which the undersigned ever had or now has against said named parties, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the day of these presents. This final release is given in relation to the above described project only:

IN WITNESS WHEREOF, we have hereunto set hand and seal this 17th day of March, 2021

Liberty Construction Co, LLC
Contractor

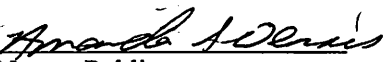
State of Alabama


Signature

Josh Williams
Print Name

Manager
Title

SWORN TO AND SUBSCRIBED before me this 17th day of March, 2021


Notary Public
My Commission Expires: March 15, 2023

The Montgomery Independent

Invoice

141 Market Place
Montgomery, AL 36117
Phone: (334) 265-7323
Fax: (334) 265-7320

DATE	INVOICE #
1/22/2021	1220-142

BILL TO

Liberty Construction Company
P.O. Box 211041
Montgomery, AL 36121

ACCOUNT	DUE DATE	REP
22-1240	2/21/2021	JAM

SIZE	DESCRIPTION	# TIMES R...	RATE	END RUN ...	AMOUNT
Legal	Notice of completion	4	28.50	1/21/2021	114.00
NOTICE OF COMPLETION In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that Liberty Construction Co., LLC, Contractor, has completed the Contract for Construction of Electrical and Plumbing Upgrades for Montgomery County Youth Facility, Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately notify Garner & Associates Engineering - 901 South Perry Street, Montgomery, AL 36104. Liberty Construction Co., LLC 790-A Anderson Road, Montgomery, AL 36110 (Mont. Ind., December 31, 2020, January 7, 14 & 21, 2021)					
Invoice Total					\$114.00

JEFF MARTIN, BEING SWORN, SAYS HE IS THE PUBLISHER AND OWNER OF RAM PUBLICATIONS d/b/a THE MONTGOMERY INDEPENDENT, A WEEKLY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY AND COUNTY OF MONTGOMERY, ALABAMA AND THAT THE ATTACHED NOTICE APPEARED IN THE ISSUES OF: 12/31/2020, 01/07/2021, 01/14/2021 & 01/21/2021 OF THE MONTGOMERY INDEPENDENT, SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 21st day of January, 2021.



Customer Total Balance

\$228.00



Memo

Re: Final Pay Application for Stallings and Sons
Date: County Commission - Information Session - Apr 20 2021
To: Montgomery County Commission
From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached an application for final payment to Stallings and Sons for Annex 2 Exterior Renovations, County Commission.

I request that this item be placed on the May 4, 2021 agenda.

ATTACHED:

[Final Pay Application to Stallings and Sons, Inc](#)

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 7

DATE: April 12, 2021

TO OWNER: Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	PROJECT: Annex 2 Exterior Renovations Montgomery, Alabama
FROM CONTRACTOR: Stallings and Sons, Inc. P.O. Box 70040 Montgomery, AL 36107 FEIN 63-0810920	TO: ARCHITECT Goodwyn, Mills & Cawood, Inc. 2666 Eastchase Lane Montgomery, AL 36117

TOTAL ORIGINAL CONTRACT		\$	743,766.00
CHANGE ORDER(S)	Numbers <u>1</u> through <u>1</u>	\$	(44,874.40)
TO CONTRACT TO DATE		\$	698,891.60
1. Brought Forward: TOTAL CONTRACT TO DATE.....	\$ 698,891.60	\$	698,891.60
AMOUNT COMPLETE.....	100.00%	\$	698,891.60
2. Stored Materials per the attached inventory of Stored Materials.....		\$	-
3. Total Completed Work and Stored Materials.....		\$	698,891.60
4. Less Retainage 5% to 50%.....		\$	-
5. Total Completed Work and Stored Materials, less Retainage.....		\$	698,891.60
6. Total Due.....		\$	698,891.60
7. Less Total Previous Payments to Contractor.....		\$	(686,583.81)
8. Balance Due This Estimate.....		\$	12,307.79

EXCLUDED SALES & USE TAX:

A. ESTIMATED SALES TAX AMOUNT - THIS ESTIMATE:

\$ -

B. ESTIMATED SALES TAX AMOUNT - PROJECT TOTAL TO DATE:

\$ 18,265.24

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Jeffery A. Stallings Date: April 12, 2021
 Secretary/Treasurer
 (Title)

Sworn and subscribed before me this 12th day of April, 2021

Sheena R. Scheil L.S.
 Notary Public: Sheena R. Scheil Commission Ends: September 30, 2023

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

By GMC (Architect)
D. R. Smith
 Date 4/13/2021

REVIEW AND APPROVALS

Approved by: _____ (Owner) _____ Signature _____ Date _____

Approved by: _____ Signature _____ Date _____

AIA® Document G703® - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.										APPLICATION NO: 007		APPLICATION DATE: April 12, 2021		PERIOD TO: April 12, 2021		ARCHITECT'S PROJECT NO: AMGM170022	
ITEM NO.	DESCRIPTION OF WORK	C	D	E		F	G		H	I							
				WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)									
		SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)				BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)							
	GENERAL CONDITIONS																
1.	Supervision	63,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
2.	Bonds, Permits, Insurance	31,280.00	63,204.00	0.00	0.00	63,204.00	100.00%	0.00	0.00	0.00							
3.	Contingency Allowance	50,000.00	31,280.00	0.00	0.00	31,280.00	100.00%	0.00	0.00	0.00							
		0.00	11,412.00	38,588.00	0.00	50,000.00	100.00%	0.00	0.00	0.00							
	SITework	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
	Concrete, Masonry & Stone Cleaning	39,100.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
1.	Tuck Pointing	39,100.00	39,100.00	0.00	0.00	39,100.00	100.00%	0.00	0.00	0.00							
2.	Allowance (500 S.F.)	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00	0.00							
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
	WOODS & PLASTICS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
1.	Rough Carpentry	13,868.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
2.	Solid Surface Fabrications	17,809.00	13,868.00	0.00	0.00	13,868.00	100.00%	0.00	0.00	0.00							
		0.00	17,809.00	0.00	0.00	17,809.00	100.00%	0.00	0.00	0.00							
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
	THERMAL & MOISTURE PROTECTION																
1.	Water Repellents	16,781.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00							
		16,781.00	16,781.00	0.00	0.00	16,781.00	100.00%	0.00	0.00	0.00							

AIA Document G703® - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G703," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:35:51 ET on 04/12/2021 under Order No. 906783819, copyright@aia.org, which expires on 01/04/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail User Notes: (3B9ADA62)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Insulation & Finish Systems	29,502.00	29,502.00	0.00	0.00	29,502.00	100.00%	0.00	0.00
2.	Modified Membrane Roofing Repairs	43,890.00	43,890.00	0.00	0.00	43,890.00	100.00%	0.00	0.00
3.	Interior Joint Sealers	7,700.00	7,700.00	0.00	0.00	7,700.00	100.00%	0.00	0.00
4.	Exterior Joint Sealers (Building)	30,840.00	30,840.00	0.00	0.00	30,840.00	100.00%	0.00	0.00
5.	Exterior Joint Sealers (Windows)	10,281.00	10,281.00	0.00	0.00	10,281.00	100.00%	0.00	0.00
6.	Aire Moisture Barrier	10,243.00	10,243.00	0.00	0.00	10,243.00	100.00%	0.00	0.00
7.		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	DOORS & WINDOWS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.	Steel Doors & Frames	5,549.00	5,549.00	0.00	0.00	5,549.00	100.00%	0.00	0.00
2.	Aluminum Storefront Materials	55,775.00	55,775.00	0.00	0.00	55,775.00	100.00%	0.00	0.00
3.	Glass Materials	40,250.00	40,250.00	0.00	0.00	40,250.00	100.00%	0.00	0.00
4.	Storefront & Glass Labor	176,824.00	176,824.00	0.00	0.00	176,824.00	100.00%	0.00	0.00
5.	Finish Hardware	12,824.00	12,824.00	0.00	0.00	12,824.00	100.00%	0.00	0.00
6.	Window & Storefront Demolition	25,332.00	25,332.00	0.00	0.00	25,332.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	FINISHES	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.	Gypsum Drywall	11,792.00	11,792.00	0.00	0.00	11,792.00	100.00%	0.00	0.00
2.	Interior Painting (Walls)	9,020.00	9,020.00	0.00	0.00	9,020.00	100.00%	0.00	0.00
3.	Interior Painting (Prime Walls)	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00%	0.00	0.00
	Exterior Painting (Stairs)	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00%	0.00	0.00
4.	Exterior Painting (Handrails)	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00%	0.00	0.00
5.									

AIA Document G703® - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G703," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:35:51 ET on 04/12/2021 under Order No. 9067838819 which expires on 01/04/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA62)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
6.	Exterior Painting (Columns & Beams)	16,398.00	16,398.00	0.00	0.00	16,398.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	SPECIALTIES	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.	Louvers & Vents	2,804.00	2,804.00	0.00	0.00	2,804.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.	Change Order #1	-44,874.40	0.00	-44,874.40	0.00	-44,874.40	100.00%	0.00	0.00
	GRAND TOTAL	\$698,891.60	\$705,178.00	-\$6,286.40	\$0.00	\$698,891.60	100.00%	\$0.00	\$0.00

PROGRESS SCHEDULE AND REPORT

PROJECT: ANNEX 2 EXTERIOR RENOVATIONS
MONTGOMERY, ALABAMA

CONTRACTOR: Stallings & Sons, Inc
1140 Newell Parkway
Montgomery, Alabama 36110

PROJECT NO.: AMGM170022

ARCHITECT: GOODWYN, MILLS & CAWOOD, INC.
2660 Eastchase Lane, Suite 200
Montgomery, Alabama 36117

DATE OF REPORT: September 22, 2020

PROCEED DATE:

August 20, 2020

PROJECTED
COMPLETION DATE: February 16, 2021

WORK DIVISION	%	AMOUNT	Aug	Sept	Oct	Nov	Dec	Jan	Feb		≥ MONTH
1. GENERAL REQUIREMENTS	19	144,484									
2. SITEWORK	5	42,760									
3. CONCRETE	0	0.00									
4. MASONRY	0	0.00									
5. METALS	0	0.00									
6. WOOD AND PLASTICS	4	31,677									
7. THERMAL AND MOISTURE PROTECTION	20	149,237									
8. DOORS AND WINDOWS	43	316,894									
9. FINISHES	8	55,910									
10. SPECIALTIES	1	2,804									
11. EQUIPMENT	0	0.00									
12. FURNISHINGS	0	0.00									
13. SPECIAL CONSTRUCTION	0	0.00									
14. CONVEYING SYSTEMS	0	0.00									
15. MECHANICAL	0	0.00									
16. ELECTRICAL	0	0.00									
TOTAL ORIGINAL CONTRACT	100%	743,766									
ANTICIPATED DRAW IN \$1,000's			0.00	59.8	95.5	122.4	150.9	166.2	148.9		
ACTUAL DRAW IN \$1,000's											

LEGEND: ANTICIPATED ACTIVITY ACTUAL ACTIVITY ANTICIPATED CASH FLOW ACTUAL CASH FLOW

USE ADDITIONAL SHEET IF JOB IS
SCHEDULED MORE THAN 12 MONTHS

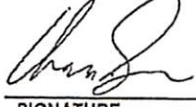
AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: (name and address) Exterior Renovations to Annex 2 Office Building For the Montgomery County Commission	CONTRACT INFORMATION: Contract For: General Construction Date: August 6, 2020	CERTIFICATE INFORMATION: Certificate Number: 001 Date: March 1, 2021
OWNER: (name and address) Montgomery County Commission PO Box 1667 Montgomery, AL 36102	ARCHITECT: (name and address) Goodwyn Mills and Cawood, Inc. 2660 Eastchase Lane, Suite 200 Montgomery, AL 36117 GMC Proj No AMGM170022	CONTRACTOR: (name and address) Stallings and Sons, Inc. PO Box 70040 MONTgomery, AL 36107

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
 (Identify the Work, or portion thereof, that is substantially complete.)

The entire Work

Goodwyn Mills and Cawood, Inc.		CHANDLER GANN	March 1, 2021
ARCHITECT (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
 (Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
 (Identify the list of Work to be completed or corrected.)
 See attached two page punch list.

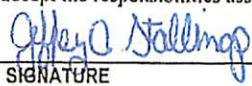
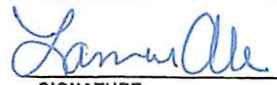
The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
 12:00 AM March 1, 2021

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Stallings and Sons, Inc.		Jeffrey A. Stallings	March 8, 2021
CONTRACTOR (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
Montgomery County Commission		Lamar Allen	4/12/21
OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE

AIA Document G704™ – 2017. Copyright © 1963, 1978, 1992, 2000 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:01:53 ET on 03/04/2021 under Order No.9854701963 which expires on 03/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail copyright@aia.org.
 User Notes: (3B9ADA53)

The Montgomery Independent

Invoice

141 Market Place
Montgomery, AL 36117
Phone: (334) 265-7323
Fax: (334) 265-7320

RECEIVED

MAR 29 2021

DATE	INVOICE #
3/26/2021	0321-37

BILL TO

Stallings & Sons, Inc.
PO Drawer 70040
Montgomery, AL 36107-0040
Attn: Taylor

STALLINGS & SONS

			ACCOUNT	DUE DATE	REP
			0540	3/26/2021	JAM
SIZE	DESCRIPTION	# TIMES R...	RATE	END RUN ...	AMOUNT
Legal	Notice of completion	4	28.50	3/25/2021	114.00
Invoice Total					\$114.00

JEFF MARTIN, BEING SWORN, SAYS HE IS THE PUBLISHER AND OWNER OF RAM PUBLICATIONS d/b/a THE MONTGOMERY INDEPENDENT, A WEEKLY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY AND COUNTY OF MONTGOMERY, ALABAMA AND THAT THE ATTACHED NOTICE APPEARED IN THE ISSUES OF: 03/04/2021, 03/11/2021, 03/18/2021 & 03/25/2021 OF THE MONTGOMERY INDEPENDENT, SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 25th day of March, 2021.



Customer Total Balance

\$114.00

**NOTICE OF
COMPLETION**

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that STALLINGS AND SONS, INC., General Contractor, Montgomery, Alabama, has completed the Contract for the EXTERIOR RENOVATIONS TO ANNEX 2 OFFICE BUILDING, for the MONTGOMERY COUNTY COMMISSION, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately contact, Richard Painter, Goodwyn Mills & Cawood, Inc., Montgomery, Alabama.
(Mont. Ind., March 4, 11, 18 & 25, 2021)

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond No. 30107419

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: \$ 743,766.00

PROJECT:

(Name and address)

CONTRACT DATED: August 6, 2020

Exterior Renovations to Annex 2 Office Building, Montgomery, Alabama

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

, SURETY,

on bond of

(Insert name and address of Contractor)

Stallings & Sons, Inc.
P.O. Drawer 70040
Montgomery, AL 36107

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 23, 2021

(Insert in writing the month followed by the numeric date and year.)

Western Surety Company

(Surety)

By: 

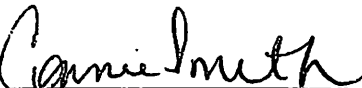
(Signature of authorized representative)

Thomas J. Gentile

Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):


Connie Smith

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2020.



WESTERN SURETY COMPANY

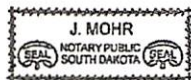
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of May, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Exterior Renovations to Annex 2 Office Building	ARCHITECT'S PROJECT NUMBER: AMGM170022	OWNER: ☒
	CONTRACT FOR: General Construction	ARCHITECT: ☒
TO OWNER: <i>(Name and address)</i> Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	CONTRACT DATED: August 06, 2020	CONTRACTOR: ☒
		SURETY: ☐
		FILE: ☒

STATE OF: Alabama
COUNTY OF: Montgomery

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Stallings & Sons, Inc.
1140 Newell Parkway
Montgomery, AL 36110

BY:


(Signature of authorized representative)
Jeffrey A. Stallings,
Secretary/Treasurer
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Sheena R. Scheil
My Commission Expires: September 30, 2023

THE JOURNEY STARTS HERE

Tourism Reopening Campaign

The Journey Starts Here Campaign is a ramp-up of tourism marketing activity and visitor experiences to increase lodgings tax revenue and boost the post-pandemic economy.

It is designed to connect to the high demand for meaningful travel experiences and will highlight Montgomery's landmarks and history through visual and digital wayfinding and customer service.

The Journey Starts Here Campaign will run 3-6 months and is slated to kick off on May 1.

The Montgomery Area Chamber of Commerce seeks to partner with the Montgomery County Commission and other area entities to execute this campaign.





Memo

Re: Board Member Appointment to the North Montgomery Volunteer Fire Protection Authority

Date: County Commission - Information Session - Apr 20 2021

To: Montgomery County Commission

From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

On March 1, 2021, the term of Anthony Raborn will expire as a member of the North Montgomery Volunteer Fire Protection Authority. He would like to be reappointed to the Board.

Mr. Thomas Barker and Mr. Tom Gaddy have resigned from the Board. Mr. Robert Anderson and Ms. Kayla Christian would like to be appointed to the Board for the remainder of Mr. Barker and Mr. Gaddy's terms, which expire March 1, 2023.

Mr. John Doss has resigned from the Board. Mr. Albert Ryer would like to be appointed for the remainder of Mr. Doss' term, which expires March 1, 2025.

I am requesting that these board member appointments be placed on the next agenda.

ATTACHED:

[N. Mtg. Vol. Fire Prot. Aut 19](#)

North Montgomery Volunteer
Fire Protection Authority

Members:

Term Expires:

Anthony Raborn
2934 Willena Avenue
Montgomery, AL 36110
Cell: 799-7355

3/1/2021

Thomas Barker
4511 Coosada Ferry Road
Montgomery, AL 36110
Home: 263-0307
Cell: 850-1782
Southern Linc: 82*1782

3/1/2023

Tom Gaddy
101 Hope Drive
Montgomery, AL 36110
Home: 277-9630

3/1/2023

John Doss
64 Maplewood Drive
Montgomery, AL 36110
Home: 265-9441

3/1/2025

Joe Glenn
4560 Coosada Ferry Road
Montgomery, AL 36110
Home: 264-5795

3/1/2025

Term: 6 years



Montgomery County Coroner

1301 Mulberry Street
Montgomery, AL 36106

John A. Jernigan, M.D.
Special Coroner

Joel McCloud, Jr. M.D.
Norman L. Taylor, M.D.
David R. Thrasher, M.D.
Assistant Coroners

Colleen Vickery
Investigator

Mary E. Moseley
Administrator

April 6, 2021

Mr. Elton N. Dean, Sr.
Chairman, Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Chairman Dean:

It has been an honor and privilege to serve the citizens of Montgomery County as the Special Coroner of Montgomery County since 2014. Since being chosen for this position, I have made changes to improve the overall operations of this office including decreasing the time for completion of the death certificates. In addition, I have furthered my education by attending the annual coroner's conference, attending continuing medical education classes, as well as reading about many illnesses, including, but not limited to, the new disease COVID-19.

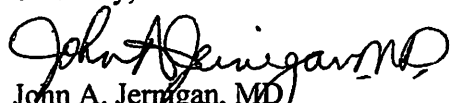
During this (7) seven year period of time, there has been no financial increase to the budget for this office. However, despite the same, I have given my chief employee, (who has more than 35 years' experience) a raise since she had not received a raise in several years. In addition to needing to improve the compensation of all of my employees, the stress and the workload has significantly increased. One year ago we were averaging about 70 deaths per month. During the peak of the coronavirus pandemic that number has increased up to 125 deaths reported per month. Additionally, in the past, I would research and complete approximately (5) five cremation approvals per month. This volume has also greatly increased. Over the past 9 months, this office is now completing up to (8) eight cremation approvals within a single day.

Based on increased costs due to inflation and the need to provide additional compensation to my staff for the extra workload, I am humbly requesting the Commission to increase the Coroner's Office annual budget from \$117,280.00 to \$133,500.00, which is the amount received prior to the 2008 recession.

Telephone: (334)240-6400

Your kind consideration of this request is greatly appreciated in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Jernigan, MD". The signature is fluid and cursive, with the "MD" part being more distinct.

John A. Jernigan, MD
Special Coroner of Montgomery County

2021 COUNTY LEGISLATIVE REPORT



Through its involvement in the Association of County Commissions of Alabama, the County Commission works in unison with all 67 counties during the Regular Session of the Alabama Legislature to strengthen our ability to enhance county government efficiencies and services to residents.

Thus far in April, the County Commission's legislative advocacy efforts through continued communication and collaboration with state legislators and fellow commissioners across Alabama have resulted in the following legislative achievements for the county, our residents and the state as a whole:

- Governor's enactment of law allowing for "safer places" to be established statewide**
 Gov. Kay Ivey signed Act 2021-165 into law on April 7. Effective immediately, this new law allows county emergency management teams to work with local businesses and organizations to establish "safer places" where citizens can take temporary cover during severe weather.
- Governor's enactment of law streamlining nomination process for County Boards of Equalization**
 Gov. Kay Ivey signed Act 2021-173 into law on April 8. Effective immediately, this new law streamlines the nomination process for County Boards of Equalization across the state to ensure these boards are adequately staffed in order to efficiently fulfill their important responsibility of hearing and ruling on tax appeal cases.
- Governor's enactment of law expanding location options for county property tax sales**
 Gov. Kay Ivey signed Act 2021-175 into law on April 8. Effective July 1, this new law will update antiquated procedures for county property tax sales by allowing tax sales to be conducted not just "in front of the door of the courthouse" but anywhere on or within the premises of the county courthouse or courthouse annex.