

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

February 1, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the February 5, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, February 5, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

During our January 22, 2018 Commission meeting, there was an appropriation to Pilgrim Rest Community Development Committee, for feeding of local college students for the College Sunday Event from Chairman Dean, Commissioner Harris and Commissioner Sankey. At this time, the organization has not received the 501(c)(3) designation and therefore, after they receive their IRS approval, we would be able to appropriate the funds to them. Commissioner Harris reviewed their documentation and agreed that they did not have adequate documents.

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

1. County Commission Information Session Schedule for February 5, 2018

Items to Consider for the Tuesday, February 20, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Amendment to Enterprise Agreement with Microsoft regarding Upgrading Office 365 Products, Information Systems
3. Consider Authorization of Final Pay Application from David Bulger, Inc., for Repair of the Annex II Retaining Wall, County Commission
4. Consider Authorization of Amendment Number 1 to Contract with Galls, LLC, for Sheriff's Office Uniforms, Items 1-21, 23-27, 30, 57 and 58 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008, Sheriff's Office

5. Consider Authorization of Payment of 2018 Membership Dues in the Amount of \$300 to the Public Relations Council of Alabama (PRCA) Montgomery Chapter for Manager of Public Affairs Hannah Hawk, Public Affairs

General Information

6. Copy of Thank You Letter from CEO Doris D. Crenshaw with the Southern Youth Leadership Development Institute and Request for Funding in the Amount of \$25,000 for the 2018 Summer Program **(On 5/15/17, the Commission approved a Budget Change Request in the Amount of \$25,000 for this Program)**
7. Copy of Presentation from Mr. Antonio Parker with Maggie Street Community Development Corporation regarding Stemtastics Saturday STEM Awareness Program, Financial Empowerment/Entrepreneurship Program and Centennial Hill Community Health Fair/5k Run **(On 6/1/15, Chairman Dean and Commission Harris appropriated \$250 from each of their accounts for a total of \$500 for the Maggie Street Community Development Corporation for the Centennial Hill Health Fair)**
8. Copy of Letter from County Attorney Thomas T. Gallion, III regarding Executive Session concerning Pending or Threatened Litigation
9. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade Matter
10. Copy of Email from General Services Director Tom Pierce with the City of Montgomery regarding Rent for the Fairview Farmers Market. The rent is \$900 per month per the lease with Alabama Rural Community Farmers
11. Copy of Memorandum regarding the Montgomery County Board of Human Resources Board Member Appointment
12. Copy of Schedule of Upcoming Bids/Contract Renewals for February – May 2018

Previous Requests for Funding

During the January 8, 2018 County Commission meeting, Executive Director Sederick Fluker with Montgomery S.T.E.P. Foundation requesting continued funding in the amount of \$25,000 for the Violence Prevention Program. **(On 3/6/17, the Commission approved a Budget Change Request in the amount of \$25,000 for this program)**

During the January 8, 2018 County Commission meeting, Bishop William D. Paul with PDI Faith Based Initiative Veteran RePAIR, Inc., requested funding in the amount of \$10,000 for the Program. **(The Commission has not appropriated funds to the organization)**

During the January 8, 2018 County Commission meeting, I presented a funding request in the amount of \$5,375 from Director Felicia A. Bell with the Rosa Parks Museum for the Juneteenth Event. The amount requested would fund the total cost of the stage, emcee and radio advertising for this year's event. **(Last year the Commission approved a Budget Change for \$2,000)**

During the December 4, 2017 County Commission meeting, Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) requested funding in the amount of \$10,000. Ms. Han also requested an additional \$5,000 from each Commissioner who would like for her to offer Korean as a Second Language Afterschool class at their choice of school for their district. **(On 3/7/16, Commissioner Harris and Commissioner Hall appropriated \$2,500 from each of their accounts to A-KEEP for the "Working in Multicultural Environments: Korean" Course for a total of \$5,000. On 3/7/16, the Commission approved Budget Change Request Number 34 to A-KEEP, Inc. for this same program in the amount of \$5,000. On 2/21/17, the Commission approved Budget Change Request Number 21 to A-KEEP, Inc. for the Global Youth Leadership Program – Exchange in the amount of \$5,000.)**

During the December 4, 2017 County Commission meeting, General Manager Joyce S. Pearson with Motherly Care Family Services requested funding in the amount of \$25,000 for the Nursing Assistant Training Program. **(The Commission has not appropriated funds to the organization)**

Future Budget Changes from Donation Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
Liberty Learning Foundation, Inc.	\$ 25,000.00
Valiant Cross Academy	\$ 42,963.06
Montgomery Education Foundation	\$ 32,000.00
E.A.T. South Farm	\$ 10,000.00
Women of Hope	\$ 13,500.00
Montgomery Symphony Association	\$ 20,000.00
House to House	\$ 12,400.00
Heritage Training & Career Center	\$ 20,000.00
Second Chance Foundation	\$ 25,000.00
Alabama Dance Theatre	\$ 15,000.00
Pilgrim-Providence Water and Fire Protection Authority	<u>\$ 41,000.00</u>
Total - Requests for Funding	\$256,863.06

If you have any questions, please contact me.

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 5, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Probate Judge Steven L. Reed – Update regarding Elections
- 8:20 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Amendment to Enterprise Agreement with Microsoft regarding Upgrading Office 365 Products (**Future Agenda Item 2**) and Update regarding Information System Operations
- 8:25 a.m. County Engineer George Speake – Update regarding Engineering Operations
- 8:30 a.m. CEO Doris D. Crenshaw with the Southern Youth Leadership Development Institute – Presentation regarding the 2018 Summer Program and Request for Funding in the Amount of \$25,000 (Sponsor: Commissioner Sankey) (**On 5/15/17, the Commission approved a Budget Change Request in the Amount of \$25,000 for this Program) (General Information Item 6)**
- 8:40 a.m. General Manager Dr. Billy Powell with the Alabama Cattleman's Association – Presentation regarding 2018 Southeastern Livestock Exhibition and Rodeo (Sponsor: Vice Chairman Walker) (**On 11/16/15, the Commission approved a Budget Change Request in the Amount of \$7,500 and Chairman Dean, Vice Chairman Walker and Commissioners Harris, Hall and Williams appropriation \$500 from each of their accounts for the Alabama Junior Beef Expo during the 2016 Southeastern Livestock Exhibition and Rodeo for a total of \$10,000. On 4/3/17, the Commission approved a Budget Change Request in the Amount of \$10,000 for the Alabama Junior Beef Expo during the 2017 Southeastern Livestock Exhibition and Rodeo.**
- 8:50 a.m. President Derrick Dean and Member Antonio Parker with Maggie Street Community Development Corporation – Presentation regarding Stemtastics Saturday STEM Awareness Program, Financial Empowerment/Entrepreneurship Program and Centennial Hill Community Health Fair/5k Run (Sponsor: Commissioner Sankey) (**On 6/1/15, Chairman Dean and Commission Harris appropriated \$250 from each of their accounts for a total of \$500 for the Maggie Street Community Development Corporation, for Centennial Hill Health Fair) (General Information Item 7)**
- 9:00 a.m. County Attorney Thomas T. Gallion, III – Executive Session regarding Pending or Threatened Litigation (**General Information Item 8**)
- 9:10 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter (**General Information Item 9**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

Memo

MTOW CO. COMMISSION
JAN 23 '18 PM 12:24

To: The Montgomery County Commission
From: Lou Ialacci 
CC: Donnie Mims, Florence Cauthen, Tammy Nix
Date: January 23, 2018
Re: Microsoft Enterprise Agreement Amendment

Attached is an amendment to the County's Enterprise Agreement (EA) with Microsoft for upgrading our Office 365 products to improve security and provide the latest features for our systems and employees.

The amendment is to the current EA that was approved by the Commission on November 16, 2015. The approved original EA document contains all the terms and conditions. This is to add the upgrade. The cost of \$60,489.50 is shown on the attached quote from SHI, a Microsoft authorized reseller that is the State Contract. The cost was included in my FY 2018 budget as part of our efforts to improve our services and security.

I am requesting this item be placed on a future agenda. Thank you

Amendment to Contract Documents

Agreement Number

6420301

0689273

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Product Selection Form - Adding Enterprise Online Services (Midterm) Amendment - State and Local Amendment ID W26

The parties agree that the Enrollment is amended by as follows:

Enrolled Affiliate is adding Enterprise Online Services to Enrollment Number listed.

Step 1. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 2.

Products	Enterprise Quantity	
Office Professional Plus		
Office Pro Plus for Office 365	622	
Office 365 Plans		
Office 365 (Plan E1)		
Office 365 (Plan E1) Add On		
Office 365 (Plan E3)		
Office 365 (Plan E3) Add On		
Office 365 (Plan E5)		
Office 365 (Plan E5) Add On		
Microsoft Intune		
Microsoft Intune		
Other Enterprise Products and Enterprise Online Services		
Microsoft Desktop Optimization Pack (MDOP)		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add On		

Step 2. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products	
☐	Office Pro Plus for Office 365
☐	Office 365 (Plan E1)
☐	Office 365 (Plan E1) Add On
☐	Office 365 (Plan E3)
☐	Office 365 (Plan E3) Add On
☐	Office 365 (Plan E5)
☐	Office 365 (Plan E5) Add On
☐	Microsoft Intune

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(W26)EAEnrAmend(Ind)(ProductSelectionFor mAddingEnterpriseOnlineServicesMidtermAm endmentStateandLocal)(NA)(ENG)(Sep2017)(IU).docx		W26	PLSS
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Pricing Proposal
Quotation #: 14637554
Created On: 1/2/2018
Valid Until: 1/31/2018

County of Montgomery

Rodney Smith

100 S. Lawrence St.
Montgomery, AL 36104
UNITED STATES
Phone: (334) 832-1396
Fax:
Email: RodneySmith@mc-ala.org

Inside Account Manager

Shaina Chinchilla

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Shaina_Chinchilla@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365ProPlusGov ShrdSvr ALNG SubsVL MVL Microsoft - Part#: 3WS-00001 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: MA 999 17000000198 Coverage Term: - 11/30/2018 Note: EA# 6420301	622	\$97.25	\$60,489.50
Subtotal			\$60,489.50
Total			\$60,489.50

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Program Signature Form

MBA/MBSA number		0689273
Agreement number	01E73377	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	W26(6420301)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Montgomery County Commission Signature* _____ Printed First and Last Name* Elton N. Dean Sr. Printed Title Chairman Montgomery County Commission Signature Date* _____ Tax ID 63-6001653

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

January 31, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator



SUBJECT: Final Pay Application from David Bulger, Inc. for Retaining Wall

Please find attached an application for final payment of \$9,262.23 to David Bulger, Inc. for repair of the Annex II retaining wall.

I request that the final payment application be placed on the next agenda.

APPLICATION AND CERTIFICATE FOR PAYMENT

Application No: 3 Final

Date: January 22, 2018

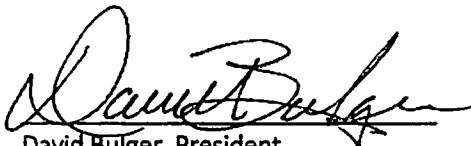
Project: S. Perry & Washington Ave. Retaining Wall

To: Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

From: David Bulger, Inc.
3904 Birmingham Highway
Montgomery, AL 36108
334 264-0450
Fax: 334 264-1901

1. Original Contract Amount	\$	185,244.68
2. Net Change by Change Orders		0.00
3. Total Contract Including Change Orders		185,244.68
4. Total Amount Complete		185,244.68
5. Retainage – 5%		9,262.23
6. Total Due		175,982.45
7. Less Total Previous Certified Payments		175,982.45
8. Balance Due This Pay Request	\$	9,262.23

I certify that amounts shown in this request are correct and that work was performed as specified for this project.


David Bulger, President
David Bulger, Inc.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: February 1, 2018

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

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

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 7, 2018 and ending on February 6, 2019.

Galls, LLC would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Sheriff Derrick Cunningham.

Attachment

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 1

Contract with Galls, LLC for Sheriff's Office uniforms is hereby extended for one (1) year, beginning February 7, 2018 and ending February 6, 2019.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

GALLS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, February 1, 2018

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Public Relations Council of Alabama, Montgomery Chapter Membership Dues

I would like to request your approval for payment of PRCA membership dues. The cost of membership dues for a new active member is \$300 for the period of February 1, 2018 – December 31, 2018.

PRCA is the state's oldest and largest group of public relations professionals. PRCA offers career development opportunities, along with monthly chapter meetings, state workshops, and state and regional conferences. Previous Public Affairs Managers were also members of the Montgomery Chapter.



January 15, 2018

MTGY CO. COMMISSION
JAN 19 '18 AM 8:50

Montgomery County Commission
M101 S. Lawrence Street
Montgomery, AL 36104

To Whom It May Concern:

Noted philanthropist Bryant McGill once said: "Giving is the master key to success, in all applications of human life". Thanks to you and your generous support many doors were unlocked for SYLDI students in the summer program. The exposure your generosity helped provide the students will be a positive influence on them as they navigate through life.

Through lectures, field trips and hands on exercises, the students were exposed to experiences that extended beyond the normal classroom curriculum. Training modules focused on: communication skills; financial literacy; personal development; the arts, impacting education policy as well as coding.

A trip to Washington, D. C. provided the opportunity to see in action many of the concepts discussed in classroom lectures. The opportunity to meet and speak with members of the U. S. Congress on Capitol Hill was both educational and inspiring. Time was made available for the students to visit certain historical sites, such as the MLK Memorial and the National Museum of African History and Culture. Our financial literacy day was hosted by Operation Hope and Sun Trust Bank. The evening concluded with dinner held at the home of Mr. & Mrs. Amos Otis [Federal Reserve Member]. The students even experienced local culinary fare at Ben's Chili Bowl.

As you may know, I am deeply committed to creating the next generation of leaders with knowledge and experiences that go beyond what they receive in the traditional classroom setting. So, as a valued partner, please accept a heartfelt thank you from me; the Board of Directors; the SYLDI staff; and, most importantly, our students. We sincerely look forward to a continued relationship and may you have a healthy and prosperous 2018.

Best regards,

A handwritten signature in cursive script that reads "Doris D. Crenshaw". There is a small circled mark at the end of the signature.

Doris D. Crenshaw, CEO
Southern Youth Leadership Development Institute

DDC/sdo

Southern Youth Leadership Development Institute (SYLDI)
530 South Union Street
Montgomery, AL 36104
Telephone: 334.868.0277
Email: southernyouthleadership@gmail.com

6-1



Mr. Donald L. Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Mims:

First, I wish to express my sincere appreciation for the Commission's generous contribution to last year's Southern Youth Leadership Development Institute (SYLDI). Your support helped to make the program a resounding success. We are now in the process of planning the 2018 Summer Program, which we hope will exceed the successes of last year. To help with that objective, I am requesting the continued support of the Commission in the amount of \$25,000.

The 2018 Summer SYLDI will continue to provide students from the Montgomery County School System with experiences designed to positively influence their development as potential future leaders. This six week program focuses on the following modules: Character Education, Health and Wellness, Communication Skills, Entrepreneurship, and Impacting Education Policy. Also planned is a trip to Washington, D.C. where the students will observe, firsthand, policy development and implementation processes at the national level.

Again, thank you for your past support; and, I look forward to receiving a positive response to this request. And, I look forward to our February 5th presentation to the Commission.

Sincerely,

A handwritten signature in cursive script, reading "Doris D. Crenshaw".

Doris D. Crenshaw, CEO
Southern Youth Leadership Development Institute

Maggie Street Community Development Corporation

The Maggie Street Community Development Corporation provides community-based education services to youth and families through after-school academic and career counseling, technology prevention, academic and career counseling, technology training, mentoring and resource referrals to assist in the development of character, leadership and life skills.



Our Approach

Building partnerships between schools, churches, corporations and the community to develop programs to benefit youth

Awareness programs to develop healthy minds and bodies

Employing technology to enhance communication and training

Developing methods to engage the community in



Vision

- ❑ Stemtastics Saturday STEM Awareness Program
- ❑ Financial Empowerment/Entrepreneurship Program
- ❑ Centennial Hill Community Health Fair/5k Run

A threefold cord is not quickly broken. Ecclesiastes 4:12



Stemtastics

Saturday STEM Awareness Program



- ☐ Quarterly events are held to educate STEM enthusiasts
- ☐ Robotics
- ☐ Drones
- ☐ 3D Printing

Financial Empowerment/Entrepreneurship Program

Develop collaborative relationships with financial institutions, agencies and/or firms to outsource training and defray a portion of costs associated with creating and maintaining literacy programs.

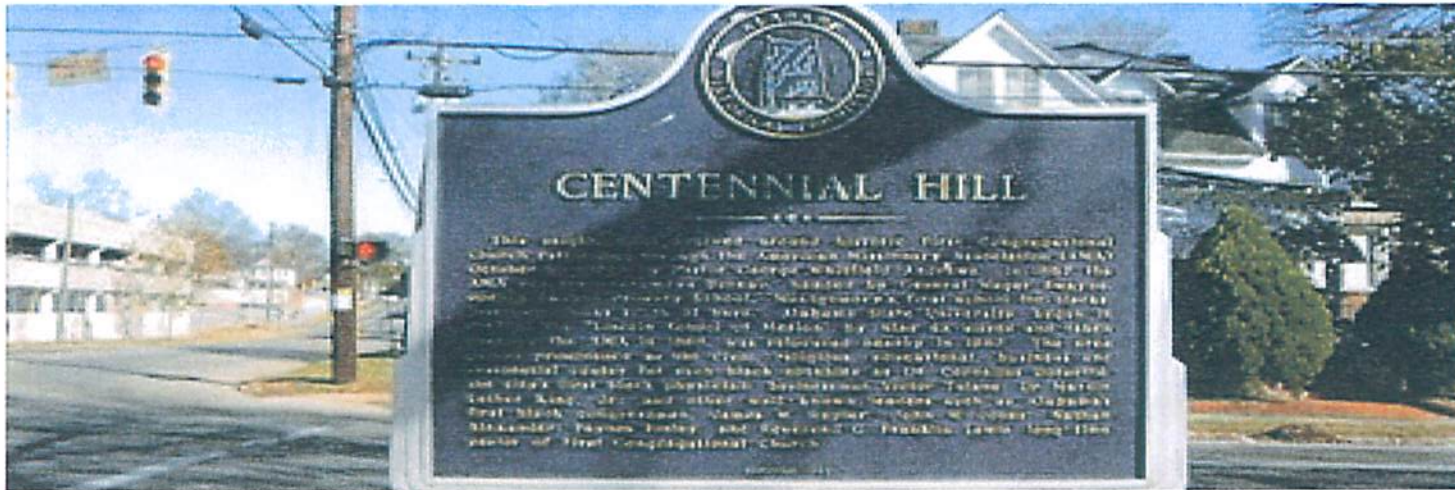
Education/Literacy: Offer practical learning theories to increase financial knowledge for youth; establish best business practices for new and/or established entrepreneurs, particularly women owned businesses and startups.



Centennial Hill Community Health Fair/5k Run

- ❑ 5K Run/Walk
- ❑ Toddler Dash
- ❑ HIV Screening
- ❑ Blood Pressure Check
- ❑ Stroke Prevention Seminar
- ❑ Diabetes Awareness Seminar
- ❑ Unleashed Potential Bootcamp Session
- ❑ Healthy Snack
- ❑ Zink Chiropractic & Wellness





- ❑ This neighborhood evolved around historic First Congregational Church established 1872, by Pastor George Whitfield Andrews.
- ❑ In 1867 the AMA and the Freedmen's Bureau, headed by General Wager Swayne, opened Swayne Primary School, Montgomery's first school for blacks.
- ❑ Alabama State University, begun in 1867 as the "Lincoln School of Marion".
- ❑ Dr. Cornelius Dorsette, the city's first black physician
- ❑ Businessman Victor Tulane
- ❑ Dr. Martin Luther King, Jr.
- ❑ Other well-known leaders such as Alabama's first black congressman, James W. Rapier

Erected 1992

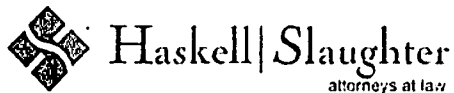


Summary

- ❑ Stemtastics Saturday STEM Awareness Program
- ❑ Financial Empowerment/Entrepreneurship Program
- ❑ Centennial Hill Community Health Fair/5k Run



A threefold cord is not quickly broken. Ecclesiastes 4:12



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

ttg@hsg-law.com

January 31, 2018

Mr. Donald L. Mims, County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session for Pending or Threatened Litigation

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding pending or threatened litigation (Freedom From Religion Foundation), and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp

MONTGOMERY
AREA CHAMBER OF COMMERCE

January 31, 2018

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

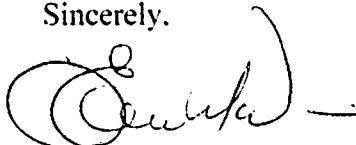
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday February 5, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



Tammy Nix

From: Pierce, Tom <tpierce@montgomeryal.gov>
Sent: Monday, January 22, 2018 4:23 PM
To: Donald Mims
Cc: Beville, Betty; Hannah Hawk; Florence Cauthen
Subject: RE: Fairview Farmers Market
Attachments: Farmers Market Lease.pdf

Donnie

Rent is \$900 per month (lease attached) last payment received brought the rent current in April 2017, so nine months \$8,100 would bring rent current to date.

Thank you.

Tom Pierce

Director of General Services
(334) 625-3633 office
(334) 354-6330 cell

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Monday, January 22, 2018 3:26 PM
To: Pierce, Tom <tpierce@montgomeryal.gov>
Cc: Beville, Betty <bbeville@montgomeryal.gov>; Hannah Hawk <HannahHawk@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Fairview Farmers Market

Tom,

Please send me an email regarding the rent as to how much is due now. I will try to help work the issue.

Donnie

From: Pierce, Tom [mailto:tpierce@montgomeryal.gov]
Sent: Tuesday, January 9, 2018 10:55 AM
To: Elton N. Dean, Sr. <ELTONDEAN@mc-ala.org>
Cc: Beville, Betty <bbeville@montgomeryal.gov>; Hannah Hawk <HannahHawk@mc-ala.org>
Subject: Fairview Farmers Market

Commissioner Dean

My name is Tom Pierce, General Services Director, I replaced Steve Jones back in July.

Mayor Strange asked me to reach out to you concerning Flora Brown and the Fairview Ave Farmers Market rent. He indicated that there was an arrangement with you, County Commission, to pay her rent. If that is this case can you fill me in on the details? I know there was a payment made in May 2017 for \$9,900 which was for eleven months back rent for June 2016 through April 2017. That was the last payment we have received to date.

Thank you and I look forward to your response.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 44

AGENDA

MAY - 1 2017

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 4/17/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/17/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	9,900	9,900
Donation Revenue	001-40000.47701	(359,564)	(9,900)	(369,464)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 359,564)	\$ 0	(\$ 359,564)

JUSTIFICATION: To budget for an appropriation to the City of Montgomery for operation expense of the Fairview Avenue Farmers Market.

May - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 49

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/14/2016
DATE: 4/14/2016 Finance Director
REQUESTED BY: Donald L. Mims APPROVED: *D.L. Mims* 5/2/16 Date
Elected Official/Dept. Head Administrator

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	4,500	4,500
Donation Revenue	001-59310.498	(345,000)	(4,500)	(349,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(345,000)	0	(345,000)

JUSTIFICATION:

Budget for an appropriation to the City of Montgomery for operation expense of the Fairview Avenue Farmers Market.

ARCF - Farmers Market
West Fairview

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is made and entered into this 1 day of Aug effective 1 Aug 2015 by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation, as Lessor, (hereinafter ("Lessor") and, ALABAMA RURAL COMMUNITY FARMERS, (ARCF) as Lessee (hereinafter "Lessee")

WITNESSETH:

FOR AND IN CONSIDERATION of the rents, covenants, agreements and stipulations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. **PREMISES.** Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from Lessor, subject to all of the terms and provisions hereof, that portion of that certain real property and improvements located thereon, owned by Lessor, described as follows:

60 West Fairview Avenue, Montgomery, Alabama as appears of record in the Office of the Judge of Probate, Montgomery County, Alabama, Book 37 Page 82. Parcel No. 11-06-24-01-011-028.004

2. **TERM.** The term of this lease shall be for ten (10) years, to commence upon the 1 day of Aug, 2015 (the "Commencement Date"), expiring on 31 July, 2025, unless earlier terminated or extended. Either party may terminate the agreement at any time with a one year written notice to the other party. This lease can be renewed for a second ten (10) year term with a written request submitted 90 days prior to the end of the first lease.

3. **PERMITTED USE AND RESTRICTION:** During the Lease term, the Premises shall be used and occupied by the Lessee solely for the permitted use and purpose of Lessee vehicle maintenance space and office space for ARCF employees and for no other use or purpose whatsoever without Lessor's prior written consent. Lessee hereby agrees that it, its successors and assignees, or anyone holding by, through or under them shall not use or permit the use of the Premises for any other use or purpose, without the prior written consent of Lessor.

(a). Lessee shall at all times fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority, whether county, state, or federal governmental authority, having jurisdiction of the Premises, including but not limited to such as shall relate to the health, cleanliness, safety, pest control, trash, traffic, occupation and use of the Premises and the nature, character and manner of operation of the business conducted in or at the Premises. Lessee shall abide by the Rules and Regulations established by Lessor, from time to time, with respect to the operation of the Premises, the common areas, facilities, improvements and sidewalks.

(b). Lessee shall not permit any waste to the Premises and shall keep the Premises during the term of the Lease in good state of repair. Lessee shall not allow any liens or encumbrances to attach to the Premises or to the Building.

4. **RENT.**

- (a) Rent shall be Ten thousand eight hundred dollars annually (\$10,800.00) payable at a rate of Nine Hundred (\$900.00) Dollars per month over the course of this agreement.
- (b) A one-time deposit of Twelve Hundred (\$1200.00) Dollars to be paid at signing of this lease.

Lessee covenants and agrees to pay to Lessor, throughout the term of the Lease for the Premises, in advance on the first day of each month during said term at the office of Lessor or such other place and to such other person as Lessor may designate, without any demand, setoff or deduction whatsoever, in equal consecutive monthly installments; Lease and declare all rent due and payable immediately.

5. **MECHANICS, LABORER'S OR MATERIALMAN'S LIEN.** If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Premises or the Building or any part thereof as a result of any action or work done on behalf of or contracted for by Lessee, Lessee, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to Lessor, Lessor may, but shall not be obligated to discharge such lien either by paying the amount claimed to be due or by transferring same to security and in any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of any action for the foreclosure of such lien by the Lienor and to pay the amount of any judgment in favor of the Lienor with interest, costs, and allowances. Any amount so paid by Lessor and all costs, expenses, and fees including without limitation attorney's fee incurred by Lessor in connection with any mechanic's laborer's or materialmen's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at one and one-half percent (1½ %) per month from the respective dates of Lessor's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Lessee to Lessor upon demand.

6. **SURRENDER OF PREMISES.** Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender to Lessor the Premises together with all improvements thereon, "broom-clean", in good order and condition, ordinary wear and tear excepted; and Lessee shall remove all property of Lessee and failing to do so, Lessor may cause all of the said property to be removed at the expense of Lessee.

If Lessee fails to remove any property belonging to it within fifteen (15) days of the Lessor's notice to remove such property or subsequent to a court order directing such removal, then all such property shall be deemed abandoned by Lessee and shall become the property of Lessor.

7. **LESSEE'S INDEMNITY.** Lessee agrees to and does hereby indemnify and hold Lessor harmless against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by Lessee in the Premises, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to

the terms of this Lease, or from any act or negligence of Lessee, its agents, contractors, servants, and employees, in or about the Premises, the sidewalks adjoining same and the other areas of the Building used by Lessee in common with others. In the event any action or proceeding is brought against Lessor by reason of any such claim, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

8. **HAZARDOUS SUBSTANCES.** The term "hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause or permit to occur: (i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Demised Premises or arising from Lessee's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Lessor's prior written consent, which consent may be withdrawn, conditioned, or modified by Lessor in its sole and absolute discretion in order to insure compliance with all applicable laws, as such laws may be enacted or amended from time to time.

9. **ASSIGNMENT AND SUBLETTING.** Lessee, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this agreement nor sublet or underlet, nor suffer or permit the Premises or any part there to be used by others without the prior written consent of Lessor in each instances.

10. **DEFAULT BY LESSEE.** The occurrence of any one or more of the following events, referred to as an "event of default", shall constitute a breach of this Lease on the part of the Lessee:

(a) ~~If Lessee shall default in the payment of the rent reserved herein (Fixed Minimum Rent), or in the payment of any item of additional rent or other monies due hereunder, or any part of same, within thirty (30) days of when the same is due, or Lessee shall default in the observance of any of the other terms, covenants and conditions of this Lease provided that said default has not been cured or commenced to be cured within thirty (30) days after written notice to Lessee of said default; or~~

(b) ~~If Lessee shall fail to pay Rent due hereunder on or before the Due Date on more than three occasions.~~

(c) If Lessee shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or be adjudicated a bankruptcy by any court and such adjudication shall not be vacated within thirty (30) days, or Lessee takes the benefit of any insolvency act, or Lessee be dissolved voluntarily or involuntarily or have a receiver of Lessee's property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within thirty (30) days after it has been made; or

(d) If Lessee fails to adhere to any one or more of the Rules and Regulations and fails to correct such action within thirty (30) days after written notice thereof by Lessor to Lessee.

Upon the happenings of any one or more of the "Events of Default" set out within this Section, Lessor, at its option and election, after written notice of default to Lessee, may, (1) collect all payments of rent, additional rent or any other monies due from Lessee during the Term of this Lease as and when the same matures, (2) Lessor, or any other person by its order, may re-enter the Premises using such force for that purpose as may be necessary, without process of law and without being liable to any prosecution therefore, or Lessor may recover possession of the Premises by summary proceedings, and may terminate this Lease.

Lessee hereby expressly agrees to reimburse Lessor for any reasonable attorneys' fees and any and all costs and expenses incurred by Lessor in enforcing or defending Lessor's rights and remedies under this Lease.

Lessor, in addition to the foregoing, shall be entitled to any other right or remedy existing in law or in equity. The foregoing rights and remedies are agreed to be cumulative, whereby the exercise of one remedy shall not preclude the subsequent election to proceed with any other remedy.

11. **ACCESS TO PREMISES.** Lessor and Lessor's representatives shall have the right to enter upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting same or for making repairs, additions or alterations.

12. **NOTICES.** All notices to be given pursuant to this Lease shall be in writing and shall either be served personally or sent by prepaid certified or registered mail to the address of the parties specified below, or to any other address specified by either party in the manner prescribed in this paragraph. Notices shall be effective upon mailing in the United States Mail, postage prepaid.

LESSOR:

Steve Jones, Director of General Services
P. O. Box 1111
Montgomery, AL 36101-1111

LESSEE:

ALABAMA RURAL COMMUNITY
FARMERS
1598 Rolling Hills Dr.
Prattville, AL 36076

14. **RELATIONSHIP OF PARTIES.** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as constituting the Lessor a partner of Lessee in the conduct of Lessee's business, or as creating the relationship of principal and agent or joint ventures between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the Term of this lease be and remain that of Lessor and Lessee only.

15. **CAPTIONS AND DEFINITIONS.** The captions to each section and paragraph contained herein are for convenience only and do not define, limit, or construe the contents of such sections and paragraphs and are in no way to be construed as part of this Lease.

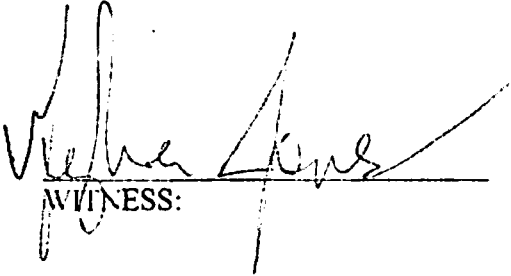
Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

16. **AUTHORITY TO EXECUTE.** Lessor and Lessee do hereby respectively represent to the other that it has the capacity and authority to enter into this Agreement.

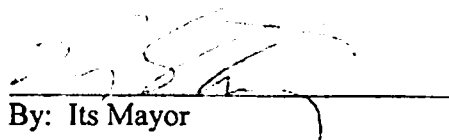
17. **ENTIRE AGREEMENT.** This instrument of Lease contains the entire and only agreement between parties concerning the Premises and no oral or written statements or representations, if any, or any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this Agreement. This Agreement shall not be binding until it shall have been executed by both Lessee and Lessor.

18. **SEVERABILITY.** If a term or provision of this Lease is found to be invalid, illegal, or unenforceable, the remaining terms and provisions hereof will not be affected thereby, and each term and provision hereof will be valid and enforceable to the fullest extent permitted by law.

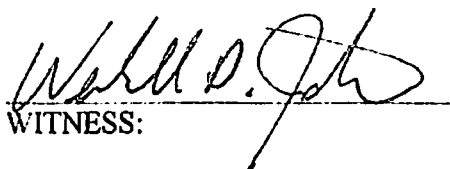
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

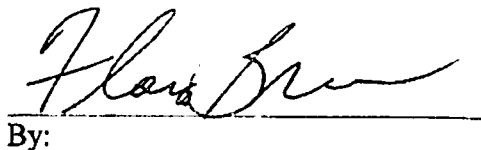

WITNESS:

LESSOR: CITY OF MONTGOMERY


By: Its Mayor

LESSEE: ALABAMA RURAL COMMUNITY FARMERS


WITNESS:


By:

APPROVED AS TO FORM

7-23-2015


CITY CLERK'S OFFICE

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

February 1, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Member Appointment

On November 20, 2017, the Commission approved the appointment of Carolyn Montgomery Clark to the Montgomery County Board of Human Resources based upon the board's recommendation. This board member position is approved jointly by the County and the City. Recently, the City Council had requested that the County Commission submit another name for their consideration for this appointment.

During the January 22, 2018 County Commission meeting, Probate Judge Steven L. Reed expressed an interest in providing a recommendation for this appointment.

We will be discussing a nominee for this appointment at Monday's meeting.

DLM/tn

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:

Term Expires:

Sam Munnerlyn
1225 Air Base Blvd.
Montgomery, AL 36108
Work: 420-4216

9/5/2023

Dr. Paulette Thompson (Chairman)
1916 S. Hull Street
Montgomery, AL 36104-5625
Phone: 264-6164

9/5/2021

Henry L. Jackson, Jr.
808 Lynwood Drive
Montgomery, AL 36111
Cell: 678-571-5449
henry.jackson11@gmail.com

9/5/2019

George Goodwyn
3608 Oak Grove Circle
Montgomery, AL 36116

9/5/2019



Stacia Robinson
P.O. Box 210894
Montgomery, AL 36121-0894
Phone: 279-1824

9/5/2017

Frank Jenkins
19 N. Anton Drive
Montgomery, AL 36105
Phone: 834-7903

9/5/2021

Martha Demere
3343 Southview Avenue
Montgomery, Alabama 36111

9/5/2019

Ms. Sharonda M. Pettaway, Director
County Department of Human Resources
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

Term: 6 years

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>FEBRUARY</u>						
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.	Feb 15, 2018	Feb 15, 2019
	52110-17B-008	Sheriff's Office Uniforms	Sheriff Office	Galls, LLC Gulf States Distributors MAC Uniforms	Feb 5 , 2018	Feb 5, 2020
<u>APRIL</u>						
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	April 3, 2018	April 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCI, Inc.	April 30, 2018	April 30, 2019
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2018	May 8, 2019
*NOTE:	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal	This service will be rebid on June 30, 2018.	