

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

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

The Commission meeting will be held on Monday, January 7, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

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

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

Items to Consider for the Tuesday, January 22, 2019 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Board Member Appointments, Montgomery County Community Punishment & Corrections Authority
3. Consider Authorization of Board Member Appointments, Montgomery County Parks and Recreation Board
4. Consider Authorization of Resolution to Change the Time and Location of the February 4, 2019, County Commission Meeting to Dalraida Church of Christ, which is located at 3817 Atlanta Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m., County Commission
5. Consider Authorization of District Office Lease Attachment and Amendment for the 116th Congress for Congresswoman Terri A. Sewell, County Commission

A COUNTY OLDER THAN THE STATE

Montgomery County Commission

Page 2

January 3, 2019

6. Consider Authorization of Amendment Number 2 to Contract with MAC Uniforms regarding a One (1) Year Extension, beginning February 7, 2019 and ending on February 6, 2020, for Sheriff's Office Uniforms, Contract Number 52110-17B-008, Sheriff's Office
7. Consider Authorization of Lease Agreement under State of Alabama Contract T311 for a Pitney Bowes Mailing System, Support Services
8. Consider Authorization of Memorandum of Understanding (MOU) regarding Board Appointments to the Montgomery Airport Authority, County Commission
9. Consider Authorization of Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMF), County Commission
10. Consider Authorization of 2018 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr., County Commission
11. Consider Authorization of the RESTORE DISTRICT 4 Emergency Repair Program, County Commission
12. Consider Authorization of Bid Award to Gulf States Distributors for Law Enforcement Emergency Equipment, Bid Number 52110-19B-009, Sheriff's Office
13. Consider Authorization of Bid Award to Cytranet for Private Data Network at the Youth Facility, Bid Number 51965-19B-008, Information Systems

General Information

14. Copy of Letter from Marketing/Public Relations Specialist Felicia Taylor with Alabama State University **requesting \$25,000** for the ACT Prep Academy of Academic Excellence Program
15. Copy of Letter from Dr. Tommie H. Stewart with Alabama State University requesting Funding for the 5th Annual Martin Luther King, Jr., Citywide Celebration on Friday January 18, 2019
16. Copy of Letter from Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority **requesting \$90,000** for one-third of the Preliminary Engineering Design and Environmental Assessment cost for a runway extension project. She has requested \$90,000 from the City and the Airport Authority would contribute the remaining \$90,000 for a total of \$270,000. **Also, attached is a copy of the Minutes from the January 22, 2018 Commission meeting adopting a Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing (F-35 Fighter Jet Project)**

17. Copy of United State Air Force F-35A Operational Beddown – Air National Guard Environmental Impact Statement Fact Sheet #2 - Public Meeting Summary
18. Copy of Email and Information from Vice President and Alabama Representative Justus Armstrong with Youth Infrastructure Coalition **asking for the adoption of a Resolution requesting that the local legislative delegation to the Alabama General Assembly support an extension of the Interstate 14 Project**
19. 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 and Real Estate Matter
20. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 7, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Marketing/Public Relations Specialist Felicia Taylor with Alabama State University – Presentation regarding Funding in the Amount of \$25,000 for the ACT Prep Academy of Academic Excellence Program (**General Information Item 14**)
- 8:20 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:25 a.m. County Engineer George Speake – Update regarding Engineering Operations
- 8:30 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 8:35 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding the RESTORE DISTRICT 4 Emergency Repair Program (**Future Agenda Item 11**)
- 8:45 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce and Real Estate Matter (**General Information Item 19**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

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Florence M. Cauthen
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January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board
Appointments

The Montgomery County Commission, at its meeting on December 17, 2018, approved the reappointments of Robert E. L. (Bobo) Gilpin, Frank Brown, and James E. Williams as Board Members of the Montgomery County Community Punishment & Corrections Authority, for terms expiring December 1, 2021.

During the meeting, Commissioner Singleton stated that Perry Hooper, Jr., would like to be reappointed to the board. Commissioner Harris stated that Larry Spencer is moving and could not serve another term.

The Commission will be discussing these appointments item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

Members:	Term Expires:
Robert E. L. (Bobo) Gilpin Kaufman Gilpin McKenzie Thomas Weiss, PC P.O. Drawer 4540 Montgomery, Alabama 36103-4540 Direct Dial: 334-409-2236 Email: rgilpin@kgmlegal.com	12/1/2021
Carolyn Millender 3552 Dee Drive Montgomery, AL 36116 carmil1908@knology.net Home: 281-2108 Cell: 313-1653	12/1/2019
Daniel Harris 3857 Colline Drive Montgomery, AL 36106 Home: (334) 239-7351	12/1/2019
Frank Brown, Chairman PO Box 6101 Montgomery, AL 36106-6101 Cell: 224-2281 Work: 353-4609	12/1/2021
James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	12/1/2021
* Perry O. Hooper, Jr. 4525 Executive Park Drive, Suite #202 Montgomery, AL 36116 Work: 334-409-3119 Cell: 334-391-0554 perryo@paolmarins.com	12/1/2018
* Larry Edward Spencer 6414 Philadelphia Hill Montgomery, AL 36117 Phone: 270-5538 lspencer@alasu.edu	12/1/2018
District Attorney Daryl Bailey Work: 832-2550	12/1/2022
Sheriff Derrick Cunningham Work: 832-2593	12/1/2022

Sheriff	4 year term
District Attorney	6 year term
All others	3 year term

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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

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Parks and Recreation Board

The term of James B. Phillips will expire December 4, 2018 as a member of the Montgomery County Parks and Recreation Board.

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

DLM/tn

Attachment

Montgomery County Parks and Recreation Board

Members:

Term Expires:

Andre' Howard
143 Wilkinson Street
Montgomery, AL 36104
Cell: (334) 462-2696
Work: (334) 265-1504
howardsphd@att.net

12/4/2021

Mark Salter
3909 Oak Street
Montgomery, AL 36104
Home: 262-4173
Work: 262-7727
Cell: 601-291-9131

12/4/2019



James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Home: 263-9438
Cell: 850-4667

12/4/2018

Charles Powe
19 Stone Park Trail
Pike Road, AL 36064
Cell: 334220-6579
Home: 260-9232
Email: cbigjr8590@charter.net

12/4/2020

Kevin Bradley
1305 Mulberry Street
Montgomery, AL 36106
Cell: 334/201-1116
Office: 334/265-5337

12/4/2022

Term: 5 years



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the February 4, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Dalraida Church of Christ, which is located at 3817 Atlanta Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the February 4, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Dalraida Church of Christ.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: District Office Lease for U.S. Representative Terri Sewell

Attached is a District Office Lease Amendment and Attachment for the 116th Congress for Congresswoman Terri A. Sewell for space located in the Montgomery County Courthouse Annex III. The term of the lease commences on January 3, 2019, and shall end on January 2, 2021, and the monthly rental is zero.

I request that approval of the Lease Amendment and Attachment be placed on a future agenda.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
☒ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are required for ALL district offices for the 116th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)

- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

- ☐ Lockable Space for Networking Equipment.

- ☐ Telephone Service Available.

- ☒ Parking. ☒ 1 Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☒ General Off-Street Parking on an As-Available Basis

- ☐ Utilities. Includes: Electricity

- ☒ Janitorial Services. Frequency: As needed

- ☐ Trash Removal. Frequency: _____

- ☐ Carpet Cleaning. Frequency: _____

- ☐ Window Washing. ☐ Window Treatments.

- ☐ Tenant Alterations Included In Rental Rate.

- ☐ After Hours Building Access.

- ☐ Office Furnishings. Includes: _____

- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

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District Office Lease Attachment
(Page 2 of 5 – 116th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

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District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean - Chairman

Congresswoman Terri A. Sewell

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Lessee Signature

Name:

Title:

1/3/2019

Date

Date

*This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.*

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{msd}
DATE: December 13, 2018
RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 2 to MAC Uniforms contract for Sheriff's Office uniforms items 22, and items 37-58 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, 2019 and ending on February 6, 2020.

MAC Uniforms would like to increase prices by 2.7249% 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. 2

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby extended for one (1) year, beginning February 7, 2019 and ending February 6, 2020.

Prices will increase by 2.7249%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: State of Alabama Contract T311 for Pitney Bowes Mailing System

Please find attached a lease agreement under State of Alabama Contract T311 not to exceed three one-year terms for a Pitney Bowes mailing system. I request that the lease agreement be placed on a future agenda.



Pitney Bowes Lease Agreement State and Local Term Rental

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

MONTGOMERY COUNTY COMMISSION

Sold-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Sold-To: Contact Name

James Harris

Sold-To: Contact Phone #

(334) 832-1320

Sold-To: Account #

0017113379

Bill-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Bill-To: Contact Name

James Harris

Bill-To: Contact Phone #

(334) 832-1320

Bill-To: Account #

0017113379

Bill-To: Email

james@mcala.org

Ship-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Ship-To: Contact Name

JAMES HARRIS

Ship-To: Contact Phone #

(334) 832-1320

Ship-To: Account #

0017113379

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FW1	Differential Weighting Feature
1	1FW6	30 lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFM	Connect+ Laser Printer Enabled
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSK	Connect +310 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module

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1	ERR1	E-Return Receipt Feature
1	F8PG	F8PG-PowerGuard Service Package
1	M9SS	Mainstream IntelliLink Services
1	MP3X	Differential Weighing 15, 30 lb scales
1	MSD1	10" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT3W	SCALE, W&M, US - 30 LB
1	MW80020	Slide Guide - SendPro P3000/Connect+ 3000
1	MW80850	Tape Moistener Assembly Connect+ 3000 Mono
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV2A	INVIEW Custom Reports and Training
1	NV80	NV80 - INVIEW Subscription
1	NVBA	NVBA - Deployment Services - Level 1
1	NVMA	NVMA - INVIEW Dashboard - Single Meter
1	NVWE	Inview Dashboard Set up & Training
1	SJM3	SoftGuard for SendPro P3000
1	SPY8	Laser Printer
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 1,299.04	\$ 3,897.12

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee.

T311-4012985, in event of conflict, State terms govern and prevail

State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Pitney Bowes Signature

Print Name

Title

Date

Email Address

Sales Information

Victor Paschal

victor.paschal@pb.com

Account Rep Name

Email Address

7-4

Form **8038-GC****Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐
1 Issuer's name MONTGOMERY COUNTY COMMISSION	2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address) 100 S LAWRENCE ST	Room/suite	
4 City, town, or post office, state, and ZIP code MONTGOMERY AL 36104-4209	5 Report number (For IRS Use Only) [] [] []	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name: Pitney Bowes Inc.	
13 Vendor's or bank's employer identification number: 05 0495050	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
	Firm's name	Firm's EIN		
	Firm's address	Phone no.		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

7-5

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONTGOMERY, ALABAMA AND THE COUNTY OF MONTGOMERY, ALABAMA

The City of Montgomery, Alabama and the County of Montgomery, Alabama desire to enter into a Memorandum of Understanding regarding appointments to the Board of the Montgomery Airport Authority.

The Montgomery Airport Authority is an Alabama public corporation duly organized and existing pursuant to Act No. 283 adopted at the Third Special Session of the 1971-72 Alabama Legislature and re-incorporated pursuant to the provisions of Title IV of the Code of Alabama, 1975, as amended.

That presently the City of Montgomery, Alabama appoints all members of the Montgomery Airport Authority.

That there are currently nine members of the Board of Directors of Montgomery Airport Authority all appointed by the City of Montgomery.

That the County of Montgomery in the past and is expected **** to provide substantial funds related to the operation of the Montgomery Airport Authority.

That the County of Montgomery, Alabama desires to make appointments to the Board of Directors of the Montgomery Airport Authority.

That the parties hereto agree that it would be in the best interests of the Montgomery Airport Authority for the parties to share in making appointments to the Board of Directors.

The parties further agree that the City of Montgomery and the County of Montgomery shall continue to provide funds for the operation of the Montgomery Airport Authority.

The parties additionally agree that the sum of the monies provided to the Montgomery Airport Authority by the City of Montgomery and the County of Montgomery shall be split on a

60/40 percentage basis with the City providing 60 percent of the funding and the County providing 40 percent of the funding.

That the parties agree that the appointments to the Board of Directors shall be split in accordance with this percentage that is 60 percent by the City and 40 percent by the County in the future.

That the parties agree that the number of Board members for the future shall be seven with four members appointed by the City and three members appointed by the County.

The parties recognize that in addition to having an agreement amongst themselves that it may be necessary for the Alabama Legislature to enact legislation that would enable the parties to be allocated appointments to the Board.

Done this ____ day of _____, 2019.

MEMORANDUM OF AGREEMENT

Among

MONTGOMERY COUNTY PUBLIC SCHOOLS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

We, the Undersigned, believe that education of young people is of the utmost importance in the safety and development of our community and further that the student drop-out rate needs to decrease to enhance education. We recognize that suspension and truancy have a direct correlation to the drop-out rate. For over nine years, Montgomery County Public Schools (MPS), the City of Montgomery (CITY), and the Montgomery County Commission (COUNTY) have partnered with the Montgomery County District Attorney's (DA)- Helping Montgomery Families Initiative (HMF) to address issues of student behavior and attendance. Desiring to continue and expand our efforts and pursuant to the laws of the State of Alabama, especially Section 16-28-12 of the Code of Alabama, we hereby desire and determine to enter into this agreement to more efficiently and effectively utilize our resources to that end.

TERMS

This Agreement shall be for one year commencing October 1, 2018 and ending September 30, 2019. This Agreement may be terminated by either party providing thirty (30) days written notice or at any time by mutual written consent of all parties.

MPS, the CITY and the COUNTY, have agreed to support and provide some funding to the DA to continue the existing HMF programs. Monies will be utilized solely to pay HMF expenses such as staff salaries and benefits, travel (reimbursed at the federal reimbursement rate) and materials including office supplies, postage, radio/cell phones and printing.

The DA will employ staff to perform activities and duties as described under roles and responsibilities in this document. The staff will be employees of the DA's HMF program under the direction of the Executive Director. The HMF Director will work in partnership with the Chief of Student Services and other school officials as designated by the MPS Chief Education Officer (CEO) to ensure action steps identified within the body of this Agreement are executed. The DA shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received under this Agreement.

ROLES AND RESPONSIBILITIES

The Helping Montgomery Families Initiative (HMFI) serves youth ages 6 up to 17 years old as identified in the Alabama Mandatory Attendance law as being required to attend school. HMFI is designed to be a short-term intervention/prevention program that focuses on early identification and intervention with youth exhibiting serious behavior concerns in a learning environment or are at risk of being truant. HMFI utilizes a comprehensive assessment process, multidisciplinary approach and team to identify the underlying needs of a student which may hinder their ability to behave appropriately in a learning environment or attend school regularly. The assessment process is holistic and includes the student and family. To this end, HMFI will utilize attendance and suspension reports sent by MPS to identify students suspended for disciplinary infractions which do not warrant law enforcement involvement. An initial letter of concern/warning will be sent to the parent(s)/guardian(s) at the 1st out of school suspension for a serious disciplinary infraction. An assessment letter will be sent for a subsequent suspension for a serious disciplinary infraction. HMFI staff will schedule and make home visits to complete assessments with families that can be contacted. HMFI will also assist MPS families that contact the program for assistance. The North Carolina Assessment Scale-G, a nationally recognized instrument will be utilized to complete an assessment. The assessment and other information gathered will result in an Individualized Intervention Plan (IIP) which prescribes specific services that may address the needs of the student and family. The overall goal is to improve the behavior that prevents a student from behaving appropriately in a learning environment or attending school regularly as required by the Code of Alabama Section 16-28-12. Thereby, to this end the following steps will occur with the focus of keeping youth in school and out of the justice system.

HMFI is considered a higher level of intervention with a focus on serious behavior as defined below:

Description of Student Code of Conduct Serious Offenses:

Class B: Code 8: Criminal Mischief/Pranks/Vandalism; Code 20: Harassment/Bullying; Code 30(A): Sexual Offense; Code 30(B) Obscenity; Code: 31 Threats/Intimidation; Code: 31(1) Includes toward a school employee; Code 31:2 Include gang affiliation; Code 35: Trespassing

Class C: Code 11: Disorderly Conduct/Disruption of School; Code 12: Disruptive Demonstration Involving Five or More Students or Code 22: Incite Others to Create a Disruption of School; Code 17: Fighting Among Students; Code 29: Sexual Harassment; Code 49: Replica of a Weapon

Class D: Code 01: Purchase, Possession or Code 02: Sale, Delivery or Distribution or Code 03: Use of Alcoholic Beverages; Code 13: Purchase, Possession or; Code 14: Sale, Delivery or Distribution or; Code 15: Use of Marijuana, Narcotics, Stimulants, and Any Other Unauthorized or illegal Substances or Drug Paraphernalia; Inappropriate Use of Medications, Purchase, Possession, Sale, Delivery, Distribution, or Use of other Intoxicants

The above-mentioned codes exclude those where law enforcement shall be called.

DA agrees to:

General:

- Support and fund HMFI in the amount of \$50,000
- Provide oversight of all HMFI staff

Anti-bullying Program

- The DA will send the text reporting incidents of alleged bullying to HMFI upon receipt
- HMFI will attempt to contact the reporter that sent the text to ascertain information needed related to the specific incidents; Contact information for the parent(s)/guardian(s) if not the reporter; Name(s) of the person(s) that is alleged to be involved in the bullying
- Advise the parent(s)/guardians(s) on how to report bullying in accordance with MPS policies
- Provide information to parent(s)/guardian(s) regarding community/school-based resources
- Send the written bullying reporting form by the next business day to MPS for investigation and to assess when safety plans are needed
- Parent/Guardian will be advised to contact law enforcement and file reports when needed

Suspension

- Review suspension reports sent from MPS to identify students suspended for a disciplinary infraction that may warrant an initial letter of concern/warning sent to the guardian(s)/parent(s) or an assessment letter for a second serious disciplinary infraction
- Send initial letters of concern/warning weekly to parent(s)/guardian(s) of students identified as being suspended after receiving their 1st-disciplinary infraction
- Monitor students' behavior weekly through suspension reports to identify students suspended for a 2nd subsequent suspension for a serious disciplinary infraction
- Request profiles from MPS STI-INOW System to review the description of infractions and contact information for parent(s)/guardian(s)
- Send assessment letters to parent(s)/guardian(s) of students suspended for a 2nd serious disciplinary infraction
- Parent(s)/guardian(s) of students who had previous HMFI involvement but were closed due to non-compliance with program requirements will be sent an assessment letter at the students 1st suspension for a serious disciplinary infraction
- Generate letters and attempt to make telephone contact with guardian/parent of youth to schedule assessments
- Conduct home visits with families to complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G version (NCFAS-G) a nationally recognized evidence- based instrument
- Request profiles for all students in a family attending MPS who are a part of the assessment

- Conduct school visit to gather information needed for the target child of an assessment
- Present family assessments to the Multi-Disciplinary Team (MDT) for interagency information sharing, accessing services and the development of an Individualized Intervention Plan (IIP) for every new case to include siblings attending public schools and to link parent/guardian to services that may address their specific needs
- Develop and send IIPs weekly for all new cases to parent(s)/guardian(s). The IIP will include recommended services, provider names and contact information
- Referrals will be made by HMFI staff for students and their families to services within the community and MPS
- HMFI staff will monitor the students' and guardian's/parent's compliance with services through a minimum of bi-weekly contact with the guardian/parent and provider agencies
- Attendance and behavior of students in open cases will be monitored through contact with the guardian(s)/parent(s), MPS attendance/suspension reports and contact with school personnel and profiles
- HMFI staff will complete a Post NCFAS-G with families of students when significant process has been made (i.e. improved behavior, reduction in out of school suspensions, improved attendance)
- Send MPS Chief of Student Services a monthly report with names of families where efforts to make contact have failed
- Seek assistance from MPS to contact non-compliant families as needed
- Prepare summaries of efforts for court involved cases as needed
- Notify MPS Chief of Student Services when the program has reached its capacity for serving students and families.

Tuancy:

- Work closely with the Division of Student Services
- Generate the DA/TIP Alert Letter and mail to guardian(s)/parent(s) of students after the 2nd unexcused absence contingent upon the schools having sent the initial written notification of the Alabama Compulsory School Attendance Law Letter
- Assist with coordinating Early Warning (EW) meetings with Juvenile Court and MPS Student Support Services
- Reported incidents of truancy will be forwarded to the Chief of Student Services for investigations

MPS agrees to:

General

- Support and fund HMFI in an amount of \$100,000
- Pay postage costs/mail all letters to MPS guardian(s)/parent(s)
- Send attendance and suspension reports weekly to HMFI
- Send complete profiles to include the following information (demographic, guardian/parent contact, attendance, disciplinary infractions, special education code, and grades) to HMFI
- Designate representatives to serve on HMFI's Multi-Disciplinary Team (MDT) (i.e. Student Support Services, Student Social Services, Special Education, and Curriculum and Instruction)

- Enter contact information for guardian(s)/parent(s) into STI-INOW System
- Continue to monitor and spot check school personnel regarding the proper implementation of guidelines of attendance and discipline data entry into the STI-INOW System
- Monitor discipline issues and suspension rates

Bullying Program

- Send a monthly report to HMFI with the dispositions for bullying reports received from the HMFI staff

Truancy

- Require schools to generate through STI-INOW System and mail the initial letter to notify guardian(s)/parent(s) of the Alabama Compulsory Attendance Law at the first unexcused absence
- Provide HMFI with weekly CSV files containing a list of all students with unexcused absences for the preceding week and a list of students receiving a compulsory attendance letter
- Monitor unexcused absence rates
- Monitor and spot check attendance data to make sure it is in alignment with MPS policies
- Utilize school messenger to alert parent(s)/guardian(s) of the child's absence from school to include language that informs parent(s)/guardians(s) of the three-day window to submit an excuse upon a student's return to school
- Identify students who meet the criteria for truancy
- Make home visits to parent(s)/guardian(s) of truant students
- Serve parent(s)/guardian(s) of truant students with the written notification of the Alabama Compulsory Attendance Law
- Assist with coordinating Early Warning Meetings
- Mail Early Warning Meeting Notices to parent(s)/guardian(s)
- File affidavits with Juvenile Court as necessary
- Attend all court hearings as necessary and required

THE CITY AGREES TO:

- Provide funding for HMFI in the amount of \$125,000

THE COUNTY AGREES TO:

- Provide funding for HMFI in the amount of \$100,000

Outcomes

- (1) Improved community awareness of the importance of school attendance & behavior
- (2) Improved attendance and decreased numbers of suspensions for students successfully completing HMFI's program

Reporting

The Division of Student Support Services will provide to the HMFI Executive Director monthly reports detailing district-wide truancy activities. The HMFI Executive Director will provide to the Chief of Student Services an end of the semester report in January & June which will include the following information:

- Number of assessments administered with the North Carolina Family Assessment Scale-G (NCFAS-G)
- Number of students referred to MPS services and partner agencies
- Number of new IIPs developed
- Number of cases closed

GENERAL

Confidentiality

All parties will maintain the confidentiality of student and family information in accordance with the Federal Education Rights Privacy Act (FERPA), Health Insurance Portability and Accountability (HIPAA), and other regulations governing privacy and juveniles and only share said information as agreed upon by all parties involved.

The DA acknowledges the need to protect personal identifying information and other information of MPS students. MPS will ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parent(s)/guardian(s) and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, MPS acknowledges that it has designated HMFI as a "school official" with legitimate education interests "in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA) and other applicable federal law and regulations. Nothing in this Agreement is to be constructed as establishing an agency relationship between the HMFI and MPS for any purpose other than as set out in this paragraph. HMFI agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the MPS's FERPA policy contained in the MPS Code of Student Behavior. HMFI acknowledges that it has retained and reviewed a copy of this Policy and understands the language set forth therein.

Compliance with Applicable Laws

The parties will comply with the requirements of applicable laws, rules, and regulations of all government authorities.

Independent Contractor/No Agency. It is mutually agreed and understood by the parties to the Agreement that, except as provided in the FERPA Compliance paragraph,

- a. The services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, agents, or subcontractors of the DA.
- c. All officers, directors, employees, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA; shall not be Agents or employees of MPS; and shall not make a claim for any benefit that is conferred upon an employee of MPS including, but not limited to, status under the Students First Act
- d. Neither party is authorized to act as an agent for, or legal representative of, the other party and
- e. Neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.

Criminal Background Check

Each person employed by the DA under this Agreement shall pass a criminal background check. The DA will be responsible for the criminal background clearances for HMFI staff.

In witness thereof, the parties have executed this Memorandum of Agreement on the dates indicated below in the City of Montgomery, County of Montgomery and State of Alabama.

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: D. D. Bailey Date: 11-14-18

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, Al 36104

MONTGOMERY PUBLIC SCHOOLS

BY: Ann Roy Moore Date: 12-18-18 *AM*

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, Al 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

TODD STRANGE

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104



LEADERSHIP ALABAMA

105 Tallapoosa Street
Suite 109
Montgomery, AL 36104
334.265.2297

October 25, 2018

CHAIR

Gordon G. Martin *Birmingham*

VICE CHAIR

David Nast *Huntsville*

TREASURER

Melissa C. Morrisette *Mobile*

IMMEDIATE PAST CHAIR

Tyrone Fenderson, Jr. *Mobile*

BOARD OF DIRECTORS

G. Robert Baker, Jr. *Mobile*

Jeffrey A. Bayer *Birmingham*

Marvell "Chip" Bivins *Birmingham*

R. Preston Bolt, Jr. *Mobile*

Kelly A. Bownes *Birmingham*

Fred O. Braswell *Montgomery*

J. Kyle Buchanan *Huntsville*

Thomas N. Carruthers *Birmingham*

Trey Clegg *Birmingham*

William D. Coleman *Montgomery*

Melissa Craig *Decatur*

Edward F. Crowell *Montgomery*

John H. England *Tuscaloosa*

Mike Goodrich *Birmingham*

Sara J. Graves *Huntsville*

Seth Hammett *Montgomery*

Helene Hassell *Mobile*

James F. Hughey, Jr. *Birmingham*

Elizabeth Huntley *Birmingham*

J. Mike Jenkins *Montgomery*

Sandra R. Killion *Birmingham*

David A. King *Huntsville*

Charles A. McCallum *Birmingham*

Grits Morris *Montgomery*

David Muhlendorf *Florence*

D. Mark Nix *Mobile*

Caroline Novak *Montgomery*

Michael Patterson *Birmingham*

Sheron Rose *Montgomery*

James R. Seale *Montgomery*

Robert Simon *Birmingham*

Sanjay Singh *Birmingham*

William E. Smith, Jr. *Birmingham*

Todd Strange *Montgomery*

Lynne B. Vallely *Huntsville*

William E. Wallace *Montgomery*

Kennon Walthall *Birmingham*

W. Michael Warren, Jr. *Birmingham*

Danny Windham *Huntsville*

Linda C. Young *Dothan*

STAFF

Kate Cotton *Executive Director*

Melody Jones *Program Director*

Ashley Whatley *Membership Director*

www.leadershipal.org

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

Dear Dan:

Thanks to your ongoing support, we have been able to continually expose statewide leaders like you to **Leadership Alabama** and our newly expanded **Alabama Leadership Initiative (ALI)** program for emerging young professionals. As you will recall, participants create strong and vital networks for collaborating and addressing issues that are critical to our state's growth and advancement.

As the results of our recent survey revealed, most of you requested more regional meetings, educational forums on current topics, networking activities and increased engagement. We heard you and are committed to delivering on your ideas, but as you know, expanded programming and events require additional resources.

You have been a loyal supporter of Leadership Alabama in the past, and we are hopeful that you will continue to be. **Each year, many of you match the annual dues of \$175 with a personal contribution, and we hope you will match the \$175 again this year.** Your financial gift is critical to the future success and vibrancy of the Leadership Alabama and ALI programming, as well as to future planning, expanded programming and the introduction of new statewide activities.

We remain steadfast in the mission of moving our beloved state forward.

Respectfully,

Kate H. Cotton
Executive Director

/khc
Enclosure

Gordon G. Martin
Board Chair



LEADERSHIP
ALABAMA

October 25, 2018

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

2018 MEMBERSHIP DUES AND CONTRIBUTION

2018 Annual Membership Dues	\$ 175.00
2018 Contribution	\$ _____
TOTAL	\$ _____

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

Thank you for supporting Leadership Alabama!

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

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

MEMORANDUM

TO: Montgomery County Commission
FROM: Commissioner Isaiah Sankey
DATE: January 3, 2019
SUBJECT: RESTORE DISTRICT 4

After working with my constituent and other groups reviewing the concerns within District 4. It was determined that one of the major issues was housing repair and assistance needs of homeowners. The concept of an emergency repair program was developed, working with the Central Alabama Regional Planning and Development Commission (CARPDC) and other groups.

The RETORE DISTRICT 4 Emergency Repair Program ("Emergency Program" or "Program") assists homeowners in Montgomery County Commission District 4 to perform emergency repairs to substandard housing conditions. Substandard conditions include those posing a serious threat to the health, safety or welfare of the household or affecting the immediate livability of the home. Emergency assistance shall be granted based on priority and eligibility of emergency.

The level of assistance is limited solely to the amount required to address the specific emergency (assistance for one item only). The maximum amount of assistance per household may not exceed \$5,000 and not less than \$500 (Waiver can be requested for projects greater than \$5,000). Emergency Repairs are limited to those issues that affect the habitability of the home such as lack of running water, roofing, electricity, or heating/cooling. The maximum assistance per household/applicants will be \$10,000 (lifetime) over the course of the program. There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover additional cost.

The funding source will be through donated Revenues (\$100,000). It is estimated about 40 homeowners will be assisted under this pilot.

RESTORE DISTRICT 4 EMERGENCY REPAIR PROGRAM

Prospective Client,

Thank you for your interest in the **RESTORE DISTRICT 4 EMERGENCY REPAIR PROGRAM**. Enclosed is an application. The home must be located in Montgomery County Commission District 4. If you are interested in determining whether or not you qualify, please complete in full, sign the application, and return it to our office along with the following documents:

- 1) **Proper Identification of Everyone Living in the Home** - This includes copies of government issue photo ID and document showing their name and date of birth. For each child 18 or younger, please include documentation of date of birth and current school grade.
- 2) **Proof of Income** - This includes income documentation for everyone living in the home for the last 12 months. (e.g. a copy of the following: check stubs, verification notices from Social Security or other agencies, alimony, and/or a copy of your most recent tax returns)
- 3) **Proof of Ownership** - For a site built home, documentation can include a copy of the property tax statement, or the deed. Manufactured Homes must include a Bill of Sale or the Title.
- 4) **Proof of Residency** - This must include copy of your most recent electric and/or gas bills showing your name and address.
- 5) **Property Report Card** - This document can be obtained from the courthouse. Or any other documentation stating the date your home was built is acceptable. Note: Not applicable for Manufactured Homes.

NOTE: Your application for assistance will be incomplete without all of the above supporting documentation. Once you have completed and signed the application, send the completed application and all documentation to the address shown below.

Repairs that are eligible under this program must be posing a serious threat to health, safety and welfare of the home or affecting the immediate livability of the home. The items listed on your emergency application will be evaluated to determine if they are eligible for repair under the guidelines of the program. Please be sure to include a detailed description of your emergency. Applications will be processed in the order that they are received.

The level of assistance is limited solely to the amount required to address the specific emergency (assistance for one item only). The maximum amount of assistance per household may not exceed \$5,000 and not less than \$500 (Waiver can be requested for repairs greater than \$5,000). Emergency Repairs are limited to those issues that affect the habitability of the home such as lack of running water, roofing, electricity, or heating/cooling. The maximum assistance per household/applicants will be \$10,000 (lifetime) over the course of the program. There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover all additional cost.

If you have any questions regarding the program or its application, please feel free to call our office at (334) 262-4300 or Commissioner Isaiah Sankey (334) 207-5529.

Sincerely,

RESTORE DISTRICT 4
Emergency Repair Program

RESTORE DISTRICT 4
CARPDC
430 South Court Street
Montgomery, Alabama 36104

RESTORE DISTRICT 4 EMERGENCY REPAIR PROGRAM

PROGRAM GUIDELINES

The RETORE DISTRICT 4 Emergency Repair Program ("Emergency Program" or "Program") assists homeowners in Montgomery County Commission District 4 to perform emergency repairs to substandard housing conditions. Substandard conditions include those posing a serious threat to the health, safety or welfare of the household or affecting the immediate livability of the home. Emergency assistance shall be granted based on priority and eligibility of emergency.

The level of assistance is limited solely to the amount required to address the specific emergency (assistance for one item only). The maximum amount of assistance per household may not exceed \$5,000 and not less than \$500 (Waiver can be requested for projects greater than \$5,000). Emergency Repairs are limited to those issues that affect the habitability of the home such as lack of running water, roofing, electricity, or heating/cooling. The maximum assistance per household/applicants will be \$10,000 (lifetime) over the course of the program. There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover additional cost.

Accessibility modifications needed for the elderly and disabled are eligible under this program. These improvements must directly affect the immediate livability of the home and the applicants cannot wait for these items to be installed through other sources

Homes in need of more extensive, but less urgent repairs and/or replacements that are not eligible for the Emergency Program (such as cabinetry, cosmetic improvements (painting) or addressing aging heating/cooling systems that are operable) may be addressed through other Housing Rehabilitation Programs or sources.

Eligibility Standard

The Emergency program is only available to income eligible, homeowner-occupied applicants. Assistance is provided to those applicants who meet low and moderate-income standards, mandated by The Department of Housing and Urban Development (HUD.) One is 80% of the Montgomery, Alabama SMSA median income (moderate income) and the other is 50% (low income.) Eligibility for Emergency Assistance or determination of ineligibility is based on the total gross annual income for the household size in accordance with HUD's income standards. Income qualification is required, even if the applicant is certified as disabled or elderly.

Income levels

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Very-Low Income	\$0 to \$13,200	\$0 to \$15,100	\$0 to \$17,000	\$0 to \$18,850	\$0 to \$20,400	\$0 to \$21,900	\$0 to \$23,400	\$0 to \$24,900
Low Income	\$13,201 to \$22,050	\$15,101 to \$25,200	\$17,001 to \$28,350	\$18,851 to \$31,450	\$20,401 to \$34,000	\$21,901 to \$36,500	\$23,401 to \$39,000	\$24,901 to \$41,550
Moderate Income	\$22,051 to \$35,250	\$25,201 to \$40,250	\$28,351 to \$45,300	\$31,451 to \$50,300	\$34,001 to \$54,350	\$36,501 to \$58,350	\$39,001 to \$62,400	\$41,551 to \$66,400
High Income	Over \$35,250	Over \$40,250	Over \$45,300	Over \$50,300	Over \$54,350	Over \$58,350	Over \$62,400	Over \$66,400

In addition to meeting the income guidelines, applicants must have owned and lived in their homes as their primary residence for the preceding year immediately prior to being qualified for participation in the program. Persons, who use their home to conduct business or as rental property, in whole or in part, are ineligible to participate in the program.

The Program shall provide emergency repairs and/or replacement for owner-occupied, income- eligible households within the City of Montgomery County Commission District 4. Eligible repairs and/or replacement shall be made to components that affect the immediate livability of the home, as determined by the Housing Rehabilitation Specialist. Repairs and/or replacement are limited to the following types of assistance:

Heating/Cooling systems:

- Lack of or inadequate heating or cooling (unit shall currently exist)
- Hazardous or defective system

Plumbing systems:

- Lack of hot and cold running water
- Defective sewage system
- Leaking waterlines and gas lines or dangerous conditions in plumbing and gas systems
- Leaking or improperly functioning bathroom plumbing fixtures (toilets, sinks faucets, tubs/showers) when only one bathroom facility exists or when all facilities are inoperable
- Leaking or inoperable water heaters

Electrical systems:

- Lack of electricity
- Exposed or dangerous electrical wiring

Roofing:

- Leaking systems
- Severely deteriorated and structurally dangerous

Carpentry:

- Inoperable door/window locks
- Broken windows or inoperable exterior doors
- Structural deficiencies posing an immediate safety issue

Accessibility modifications (including but not limited to):

- Wheel chair ramps
- Widening doorways to accommodate wheelchairs
- Grab bars, railings, door hardware
- Bathtub/shower modifications

Amount of Assistance

The level of assistance is limited solely to the amount required to address the specific emergency (assistance for one item only). The maximum amount of assistance per household may not exceed \$5,000 and not less than \$500 (Waiver can be requested for projects greater than \$5,000). Emergency Repairs are limited to those issues that affect the habitability of the home such as lack of running water, roofing, electricity, or heating/cooling. The maximum assistance per household/applicants will be \$10,000 (lifetime) over the course of the program.

Amount of Homeowner Financial Involvement

There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover additional cost.

Application Process

1. *Request for application*

Homeowners requesting assistance shall request an Emergency Repair Application packet through the Central Alabama Regional Planning and Development (CARPDC) Office.

**RESTORE DISTRICT 4
Emergency Repair Assistance
Central Alabama Regional Planning and Development Commission (CARPDC)
430 South Couth Street
Montgomery, Alabama**

(334) 262-4300

For general project information call Commissioner Isaiah Sankey at (334) 207-5529

The application packet will include a cover letter explaining the assistance process, and an application for assistance.

If you are interested in determining whether or not you qualify, please complete in full and sign the application and return it to our office along with the following documents:

- 1) **Proper Identification of Everyone Living in the Home** - This includes copies of government issue **photo ID** and any document showing their name and date of birth. For each child 18 or younger, please include documentation of date of birth
- 2) **Proof of Income** - This includes income documentation for everyone living in the home for the last 12 months. (e.g. a copy of the following: check stubs, verification notices from Social Security or other agencies, alimony, and/or a copy of your most recent tax returns)
- 3) **Proof of Ownership** - For a site built home, documentation can include a copy of the property tax statement, or the deed. Manufactured Homes must include a Bill of Sale or the Title.
- 4) **Proof of Residency** - This must include copies of your most recent electric and/or gas bills showing your name and address.
- 5) **Property Report Card** - This document can be obtained from the courthouse. Or any other documentation stating the date your home was built is acceptable. Note: Not applicable for Manufactured Homes.

NOTE: Your application for assistance will be incomplete without all of the above supporting documentation. Once you have completed and signed the application, send the completed application and all documentation to the address shown above.

2. *Processing of Application*

Upon receipt of application and all required income and homeownership information, CARPDC shall review the documents, the applicant's income and homeownership information to determine client's eligibility (or ineligibility). The applicant's income shall be calculated to determine the total gross household income for the upcoming twelve (12) months. Determination of income eligibility shall be in accordance with the HUD income guidelines. If determined ineligible or the application is deemed incomplete, applicants will be provided notification and any additional information required.

If applications are incomplete, the applicant loses their place on waiting list for assistance.

3. *Receiving Assistance*

Upon eligibility and availability of funds, the Housing Rehabilitation Specialist shall schedule an appointment to inspect the applicants' property to evaluate the repairs requested.

The Housing Rehabilitation Specialist shall develop a scope of work. The scope of work shall be solicited for bid in accordance to the State's procurement requirements.

The scope of work shall be solicited with a formal bid process in accordance to the State's procurement requirements. The bidding contractors must be able to preview the property prior to submitting a bid.

If the Housing Rehabilitation Specialist estimates the total project cost to be \$5,000 or less the scope of work shall be solicited with formal bid process (Quotes will be obtained.) The bidding contractor must preview the property prior to submitting a bid.

Upon receipt of the bids, a contract and notice to proceed shall be executed between the applicant and the contractor who will be performing the work. The Housing Rehabilitation Specialist shall monitor the progress and completion of work in accordance to the scope of work, the contract documents and the program guidelines. Upon completion of all work, a final inspection shall be conducted by the Agency and the homeowner shall sign a certificate of completion. Payment shall be submitted to the contractor upon final completion of work and receipt of the signed certificate of completion from the homeowner.

4. General Program Requirements

All contractors who wish to bid on Emergency Repair jobs shall be: licensed Contractors; be bonded and insured; and shall hold a City Business license. The Program reserves the right to exclude any contractor who has unresolved complaints, who has not performed in accordance to the Program's general conditions, bid instructions or contractor application.

All contractors are required to provide an one-year warranty on all work performed through the Program.

Any changes to the scope of work shall be documented through a Change Order and shall address only those changes necessary to correct unforeseen health and safety issues affecting the immediate livability of the home. Change Orders shall be processed after the contractor submits the required documentation and has obtained both the contractor's The Change Order also requires the signatures of Agency's Rehabilitation Specialist.

How do prospective recipients apply?

Come by our office located at 430 South Court St., Montgomery or call (334)-262-4300. Ask for the Weatherization/RESTORE office. Answer a few preliminary questions to determine eligibility and ask for the "RESTORE Application packet" to be mailed to you

What is the process? As long as funding is available the process happens as follows:

- Client requests an application packet leaving their full mailing address and two contact numbers
- Application packet is mailed to client – instruction letter describes the needed documentation which must accompany application – completed application and ALL necessary documentation is mailed or hand-carried to this office

**RESTORE DISTRICT 4
CARPDC
430 South Court Street
Montgomery, AL 36104
RESTORE DISTRICT 4**

11-7

- Application reviewed for client household eligibility
- If determined eligible, client file will be evaluated in accordance with **RESTORE DISTRICT 4** guidelines.
- A client's home audit will determine eligibility of the structure and subsequent repair needed, If the structure's state of disrepair/dilapidation is beyond program scope, home will be disqualified.
- If eligible, client home is let out for bid
- Sealed bids are opened at this office and awarded to the lowest responsible bidding contractor. Bid opening is open to bidding contractors.
- Contractor sets appointment with client to complete measure installs
- Final inspection scheduled and work inspected for quality and program compliance
- Client enjoys a more comfortable home

Does CARPDC/RESTORE have credentialed people on staff? The current program manager has been with CARPDC for over fifteen years and possesses the following training certificates, certifications, and licenses:

- 25 plus years previous residential construction experience
- Building Performance Institute (BPI) certifications:
 - Quality Control Inspector (2014) – ANSI Certification
 - Building Analyst Professional
 - Envelope Professional
- Licensed Home Inspector – Alabama license HI-4006
- Certified Carbon Monoxide inspector
- Certified Lead Renovator by Alabama Department of Public Health & EPA
- Infrared Camera Training Certificate for Energy Applications
- Certified in Mold Assessment and Remediation
- ADECA Energy Code Training on International Residential Code (IRC) of 2009
- Kansas Building Science Institute Inspector/Auditor graduate
- Georgia Association of Home Inspectors (GAHI) Home Inspection Methods graduate
- NRCERT Mobile Home Wx Training certificate – 2005
- Completed Alabama Ethics Law training

For further information contact Donny Barber, Weatherization Program Manager, call 334-262-4300; or, Commissioner Isaiah Sankey (334) 207-5529

RETORE DISTRICT 4

Emergency Repair Program

FACT SHEET

What is RETORE DISTRICT 4 Emergency Repair Program (“Emergency Program” or “Program”)?

RESTORE DISTRICT 4 assists homeowners in Montgomery County Commission District 4 to perform emergency repairs to substandard housing conditions. Substandard conditions include those posing a serious threat to the health, safety or welfare of the household or affecting the immediate livability of the home. Emergency assistance shall be granted based on priority and eligibility of emergency.

What type of repairs are covered?

The Program shall provide emergency repairs and/or replacement for owner-occupied, income-eligible households within the City of Montgomery County Commission District 4. Eligible repairs and/or replacement shall be made to components that affect the immediate livability of the home, as determined by the Housing Rehabilitation Specialist. Repairs and/or replacement are limited to the following types of assistance:

Heating/Cooling systems:

- Lack of or inadequate heating or cooling (unit shall currently exist)
- Hazardous or defective system

Plumbing systems:

- Lack of hot and cold running water
- Defective sewage system
- Leaking waterlines and gas lines or dangerous conditions in plumbing and gas systems
- Leaking or improperly functioning bathroom plumbing fixtures (toilets, sinks faucets, tubs/showers) when only one bathroom facility exists or when all facilities are inoperable
- Leaking or inoperable water heaters

Electrical systems:

- Lack of electricity
- Exposed or dangerous electrical wiring

Roofing:

- Leaking systems
- Severely deteriorated and structurally dangerous

Carpentry:

- Inoperable door/window locks
- Broken windows or inoperable exterior doors
- Structural deficiencies posing an immediate safety issue

Accessibility modifications (including but not limited to):

- Wheel chair ramps
- Widening doorways to accommodate wheelchairs
- Grab bars, railings, door hardware
- Bathtub/shower modifications

What is the amount of assistance?

The level of assistance is limited solely to the amount required to address the specific emergency (assistance for one item only). The maximum amount of assistance per household may not exceed \$5,000 and not less than \$500 (Waiver can be requested for projects greater than \$5,000). Emergency Repairs are limited to those issues that affect the habitability of the home such as lack of running water, roofing, electricity, or heating/cooling. The maximum assistance per household/applicants will be \$10,000 (lifetime) over the course of the program. There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover additional cost.

How do I qualify for assistance?

1. Income Eligibility (The Emergency program is only available to income eligible, homeowner-occupied applicants. Assistance is provided to those applicants who meet low and moderate-income standards, mandated by The Department of Housing and Urban Development (HUD.) One is 80% of the Montgomery, Alabama SMSA median income (moderate income) and the other is 50% (low income.) Eligibility for Emergency Assistance or determination of ineligibility is based on the total gross annual income for the household size in accordance with HUD's income standards. Income qualification is required, even if the applicant is certified as disabled or elderly.)
2. Homeowner within Commission District 4
3. Proof of Residency (Must reside at home within Commission District 4)

What is my financial responsibility under RESTORE DISTRICT 4?

There is a 5% match requirement by the owner. If repair is greater than \$5,000 the owner is required to cover additional cost.

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Thursday, January 03, 2019 9:59 AM
To: Donald Mims; Tammy Nix; Isaiah Sankey
Subject: FW:
Attachments: Emergency Housing Repair Guidelines 2.docx; RETORE DISTRICT 4 Facr Sheet.docx; MEMORANDUM - RESTORE DISTRICT 4.docx

Donnie

Commissioner Sankey wished for me to e-mail the attached files to you for the Commission Briefing Package. This is a program that the Commissioner wishes to start in his Commission District. The program is a Emergency housing repair program called RESTORE DISTRICT 4.

Please call Commissioner Sankey for more information



Greg Clark
Executive Director
(334) 262-4300

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Tammy Turner, Buyer II TT
DATE: January 2, 2019
RE: Invitation to Bid No. 52110-19B-009
Law Enforcement Emergency Equipment

I request approval of award on the above referenced Invitation to Bid to the low bid of Gulf States Distributors, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-19B-009				Gulf States Distributors Attn: Theresa Floyd P.O. Box 241387 Montgomery, AL 36117 Is Company Minority Owned YES X NO		Hurricane Electronics Attn: Brannon Odum 906 Plantation Way Montgomery, AL 36117 Is Company Minority Owned YES X NO		Stivers Ford Lincoln Attn: James McCain 4000 Eastern Blvd. Montgomery, AL 36116 Is Company Minority Owned YES X NO		Richardson Communications, Inc. Attn: Vikki Murphy 32705 Highway 43 Thomasville, AL 36784 Is Company Minority Owned YES X NO		American Aluminum Acc. Attn: Eric Byrd 3882 S. Byron Butler Pkwy Perry, FL 32348 Is Company Minority Owned YES X NO	
DATE ISSUED: DECEMBER 6, 2018													
DATE OPENED: DECEMBER 28, 2018													
SHERIFF'S OFFICE													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Prisoner Transport Cage	Ea	16	\$599.00	\$9,584.00	\$846.44	\$13,543.04	\$638.24	\$10,211.84	\$631.07	\$10,097.12		
2	Cargo Barrier 475-0769	Ea	16	\$369.00	\$5,904.00	\$526.70	\$8,427.20			\$392.67	\$6,282.72		
3	Cargo Barrier 475-1109	Ea	16	\$369.00	\$5,904.00	\$526.70	\$8,427.20	\$358.94	\$5,743.04	\$392.67	\$6,282.72		
4	Partition Wings	Ea	16	\$85.00	\$1,360.00	\$94.05	\$1,504.80			\$91.16	\$1,458.56		
5	Window Armor Bars	Ea	17	\$228.00	\$3,876.00	\$247.42	\$4,206.14	\$215.30	\$3,660.10	\$239.80	\$4,076.60		
6	Police Consoles	Ea	17	\$368.00	\$6,256.00	\$399.35	\$6,788.95	\$417.24	\$7,093.08	\$387.06	\$6,580.02		
7	Gun Rack	Ea	14	\$258.00	\$3,612.00	\$315.00	\$4,410.00	\$358.94	\$5,025.16	\$270.94	\$3,793.16		
8	Westin Push Bumper	Ea	4	\$265.00	\$1,060.00	\$411.58	\$1,646.32	\$283.52	\$1,134.08	\$281.27	\$1,125.08		
9	Westin Pit Bar	Ea	4	\$260.00	\$1,040.00	\$430.13	\$1,720.52	\$333.72	\$1,334.88	\$293.95	\$1,175.80		
10	Westin Wing Wraps	Ea	4	\$109.00	\$436.00	\$171.87	\$687.48	\$205.08	\$820.32	\$121.20	\$484.80		
11	Westin Light Channel	Ea	4	\$26.00	\$104.00	\$44.04	\$176.16			\$26.14	\$104.56		
12	SUV K9 Prisoner	Ea	5	\$2,280.00	\$11,400.00	\$2,696.20	\$13,481.00	\$2,574.36	\$12,871.80	\$2,580.00	\$12,900.00	\$2,940.00	\$14,700.00
13	Door Opening System	Ea	5	\$1,485.00	\$7,425.00					\$1,620.00	\$8,100.00		
14	Cool Dog	Ea	5			\$1,755.00	\$8,775.00	\$1,660.00	\$8,300.00			\$1,500.00	\$7,500.00
15	Alert Pager	Ea	5	\$309.00	\$1,545.00	\$365.30	\$1,826.50	\$441.00	\$2,205.00	\$337.20	\$1,686.00	\$380.00	\$1,900.00
TOTAL BID AMOUNTS					\$59,506.00		\$75,620.31		\$58,399.30		\$64,147.14		\$24,100.00

Note Pricing for Item 13 and Item 14 are combined

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-19B-009

THIS CONTRACTUAL AGREEMENT made and entered into on the 22nd day of January 2019, by and between Gulf States Distributors of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors agrees to furnish Law Enforcement Emergency Equipment for the Montgomery County Sheriff's Office in accordance with all the provisions of Invitation to Bid No.52110-19B-009 as issued by the Montgomery County Commission on December 6, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Gulf States Distributors. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on January 22, 2019 and will end on January 21, 2020 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Gulf States Distributors may terminate this agreement with a sixty (60) day written notice by either party.
5. That Gulf States Distributors will furnish law enforcement emergency equipment at prices stipulated in Invitation to Bid No. 52110-19B-009.
6. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation

shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf States Distributors.

8. Gulf States Distributors. 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 Gulf States Distributors, 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 Gulf States Distributors, its employees, agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2019.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager^{NLS}

DATE: December 18, 2018

RE: Invitation to Bid No. 51965-19B-008
Private Data Network Youth Facility

Request that approval of award on the above referenced Invitation to Bid to the lowest bidder Cytranet, in the amount of \$1,075.00 per month, based on Alternate 2, be placed on a future agenda. (Copy of spreadsheet lattached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS: 62 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-19B-008				AT & T Corp.		WideOpenWest		Spectrum Enterprise		Cytranet			
DATE ISSUED: November 6, 2018				38 Washington Ave.		7887 East Believe Ave		12405 Powerscourt Dr.		1400 A Montlamar Dr.			
DATE OPENED: November 27, 2018				Montgomery, AL 36104		Englewood, CO 80111		St Louis, MO 63131		Mobile, AL 36609			
INFORMATION SYSTEMS				Attn: Dale Lunn		Attn: Wiley Bishop		Attn: Kathleen Ciccone		Attn: Doug Roberts			
				(334)273-2108-3050		(729)479-3500		(888)438-2427		(251)308-5000			
				Minority Business Owned		Minority Business Owned		Minority Business Owned		Minority Business Owned			
				Yes X No		Yes X No		Yes X No		X Yes No			
DELIVERY DATE:				TBD									
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Alternate #1												
	500 Mbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$650.00	\$1,300.00	\$620.00	\$1,240.00	\$1,220.00	\$1,220.00	\$875.00	\$875.00		
2	Alternate #2												
	1 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$750.00	\$1,500.00	\$775.00	\$1,550.00	\$1,610.00	\$1,610.00	\$1,075.00	\$1,075.00		
3	Alternate #3												
	2 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$950.00	\$1,900.00	\$930.00	\$1,860.00	\$1,860.00	\$1,860.00	\$2,100.00	\$2,100.00		
TOTAL BID AMOUNTS													

Notes:

AT & T Corp.: Prices are per location does not include taxes, etc.; Vendor cannot agree to dispute resolution as written and proposes language may be negotiated.

Wide Open West(WOW): Monthly cost on each alternate is per site. See Exceptions

Spectrum Enterprise: Please see arbitration clause. Monthly cost is total cost does not include taxes,surcharges, and fees should any be applicable. See contract period

Troy Cablevision, Inc.: Prices are total cost for each alternate

Cytranet : Prices are total cost per alternate

13-2

Alabama State University

Division of Continuing Education
32 Commerce Street
Montgomery, AL 36104

November 15, 2018

Montgomery County Commission
Commission Chairman Elton Dean & County Commissioners
P.O. Box 1667
Montgomery, Alabama 36102

Dear Commissioners,

Alabama State University's Division of Continuing Education is happy to inform you of our **ACT Prep Academy Of Academic Excellence**. The project ensures academic success for all students through a supplementary enhanced program, a valued added method to ensure positive results and make an impact on academic learning.

The classes will take place at our 32 Commerce Street location of Alabama State University in downtown Montgomery, across from the Montgomery Chamber of Commerce every Tuesday, Thursday and Saturday. We are equipped with 12 classrooms, two computer labs, conference room and breakroom area in a very safe and secure building for the students to prepare for their ACT studies.

In addition, we will host a Pre-Registration Orientation in January 2019. The Orientation will also introduce instructors and allow them to give an overview of their class plans. Additionally, this is when we find some parents needing assistance with their child and/or children so they have the same educational opportunities as other students. We would like to thank you for your support during our youth college in the amount of \$19,995.00 and because of that sponsorship 50 youth from your various districts had an opportunity to experience summer fun and learning on a college campus through our **Summer Kids Youth College Adventure Program (SKYCAP)**.

As a result of this new program, we need your help financially for our low-income parents that are interested in our **ACT Prep Academy Of Academic Excellence**. We are asking if the Commission as a whole would please consider a sponsorship of at least but not limited to \$25,000.00 for youth that might otherwise not have this opportunity to enter college.

Thank you so very much for helping us in our endeavor to empower our students with knowledge. We strive hard to help students prepare for the next level in education.

Respectfully,

Felicia Taylor

Marketing/Public Relations Specialist
Division of Continuing Education
Alabama State University

Powered By: ASU'S Division of Continuing Education

www.alasu.edu/continuingeducation or call 334-229-4686

14-1



COLLEGE OF VISUAL AND PERFORMING ARTS

October 2018

Dear Sponsor,

This is to request support in sponsoring the 5th Annual Martin Luther King, Jr. Citywide Celebration. This event honors Dr. King's legacy and will take place on Friday, January 18, 2019, 6 pm at the Davis Theatre for the Performing Arts in Montgomery, Alabama.

The program focuses on love, unity, respect, and tolerance as a tribute to King's "Beloved Community." Sponsored by The Friends of the Theatre, Inc., a non-profit 501(c) 3 organization, this historic event will bring together the entire community. It continues to grow in size and popularity.

The Platinum Level Sponsorship (\$5,000) will receive:

1. Premium signage as an event sponsor
2. 10 Invitations to a Private Reception
3. Recognition in Event Program and at Event
4. 50 Tickets to the January Event (Reserved Seating)

The Gold Level Sponsorship (\$2,500) will receive:

1. Signage as an event sponsor
2. 5 Invitations to a Private Reception
3. Recognition in Event Program
4. 25 Tickets to the January Event (Reserved Seating)

The Silver Level Sponsorship (\$1,250) will receive:

1. 2 Invitations to a Private Reception
2. Recognition in Event Program
3. 10 Tickets to the January Event

Make checks payable to the Friends of the Theatre and mail to:
Friends of the Theatre
P.O. Box 6195
Montgomery, Al 36106

ALABAMA Sincerely,

STATE

UNIVERSITY

P.O. BOX 271

MONTGOMERY,

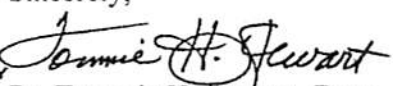
ALABAMA

36101-0271

334.229.4184

334.229.7655 FAX

www.alasu.edu


Dr. Tommie H. Stewart, Dean
College of Visual and performing Arts
FOT Liaison

15-1

MLK

COMMUNITY

Celebration

"Because of them, I am"

FRIDAY JANUARY 18, 2019
10 A.M. & 6 P.M.

Featuring
The Montgomery Interfaith Choir
and Presentation of
The Beloved Community Awards

Matinee \$5 and Evening \$10
The Davis Theatre 251 Montgomery St.
Montgomery, AL

For information call,
334-229-6755 or visit
www.keepersofthedream.org



Sponsored by Friends of The Theatre, Alabama State University
College of Visual & Performing Arts and Troy University



MONTGOMERY
AIRPORT AUTHORITY

MTGY CO. COMMISSION
OCT 10 '18 AM 9:11

CHAIRWOMAN
Tammy Knight-Fleming

VICE CHAIRMAN
Conwell Hooper

SECRETARY/TREASURER
Larry Dixon

DIRECTORS
Greg Calhoun
Robert Gould
Barrie Harmon
Jerry Kyser
Chester Mallory
Sandra Nickel

October 3, 2018

Mr. Elton Dean
P. O. Box 1667
Montgomery, Alabama 36102

Dear Honorable Elton Dean, Chairman of Montgomery County Commission:

Thank you for the support you have given to the Montgomery Regional Airport, especially during the Air Force's recent Air National Guard F-35 basing competition. I believe that having the "Best Hometown in the Air Force" right here in the River Region was a major factor in winning the F-35 basing rights.

Another factor was how all the River Region's leaders, businesses and communities leaned forward to achieve this goal. The Montgomery Regional Airport Authority was pleased to help by purchasing land for the future extension of Runway 3-21 for \$460,000. This showed the Air Force F-35 Site Activation Task Force our commitment to making sure the F-35 could always conduct their National Security and Homeland Defense missions by having a second runway in case the primary runway was closed.

Extending Runway 3-21 from its present 4,000 feet to 8,000 feet is the #1 recommendation from our 2015 Airport Master Plan. In addition to F-35 operations, having two runways allows us continuity of commercial operations if the main runway is closed for some reason. Eight of ten similar sized metropolitan cities across the country have two fully capable commercial runways.

Working with Senator Shelby's office, we will be preparing a Federal Aviation Administration Airport Improvement Grant Application in November of 2019 to continue the runway extension project. In order to provide a solid cost estimate, we need to conduct a Preliminary Engineering Design and Environmental Assessment which will cost \$270,000. This work will take about one year to complete. The Airport Authority has committed \$90,000 to this project. We need assistance from the City of Montgomery and Montgomery County by each sharing a third of the cost so we can finish the project in time to be able to submit the grant pre-application next year.

On behalf of the Montgomery Regional Airport Authority, the River Region's airport passengers and the Alabama Air National Guard, I respectfully request the City of Montgomery (Montgomery County) help share a third of the cost for the design project for \$90,000. We would be pleased to present this proposal in greater detail to you and the City Council (County Commission) at your convenience.

Montgomery Regional Airport is poised to be an even greater economic engine for the River Region. Your support at this critical time is vital to continuing the airport's progress.

Thank you for considering this request.

Sincerely,


Mrs. Tammy Knight-Fleming
Chairwoman, Montgomery Airport Authority

Montgomery Regional Airport
4445 Selma Highway
Montgomery, Alabama 36108
T 334 281 5040
F 334 281 5041
flyMGM.com

16-1

The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FUNDING ALABAMA AIR NATIONAL GUARD INFRASTRUCTURE PROJECTS FOR THE 187TH FIGHTER WING

Vice Chairman Walker made a motion to adopt the Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained and the motion carried. (Copies of Memorandum and Resolution, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH GULF STATES DISTRIBUTORS REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 7, 2018 AND ENDING ON MARCH 8, 2018, FOR SHERIFF'S LEATHER AND ACCESSORIES, CONTRACT NUMBER 52110-14B-026

Commissioner Harris made a motion to approve Amendment Number 4 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension, beginning January 7, 2018 and ending on March 8, 2018, for Sheriff's Leather and Accessories, Contract Number 52110-14B-026. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 1, 2018 AND ENDING ON APRIL 2, 2018, FOR COMMISSARY & TRUST FUND MANAGEMENT, CONTRACT NUMBER 52200-14B-024

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Keefe Commissary Network, LLC regarding a Sixty (60) Day Extension, beginning February 1, 2018 and ending on April 2, 2018, for Commissary & Trust Fund Management, Contract Number 52200-14B-024. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH SHARPCUT LAWN SERVICE REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 17, 2018 AND ENDING ON MARCH 18, 2018, FOR LANDSCAPE MAINTENANCE AT THE MONTGOMERY INDUSTRIAL PARK, CONTRACT NUMBER 53100-14B-030

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

AGENDA

JAN 22 2018

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Funding for the 187th Fighter Wing Infrastructure Projects

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda a Resolution authorizing funding of the Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing.

I am requesting that the Commission adopt the attached Resolution.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

RESOLUTION

WHEREAS, the United States Air Force announced that the 187th Fighter Wing was selected to receive new F-35 fighter jets; and,

WHEREAS, the direct economic impact will be \$70 million up front capital investment and the increase of 1,000 jobs; and,

WHEREAS, Mayor Todd Strange and Chairman Elton N. Dean, Sr., executed a commitment letter on May 8, 2017 to the Honorable Heather Wilson, Secretary of the Air Force, in which they committed \$2,660,000 total funds for the construction of a new Entry Control Point for use by the 187th Fighter Wing at Dannelly Field Guard Station to be provided by September 30, 2020; and,

WHEREAS, this commitment was based upon design estimates to meet the Air Force requirements related to force protection and installation security; and,

WHEREAS, the 187th Fighter Wing is integral to the economic well-being of Montgomery Alabama. It continues the legacy of the Tuskegee Airman "Red Tails" flying under the historic designation of the 100th Fighter Squadron; and,

WHEREAS, the Montgomery County Commission believes this support for the mission of the 187th Fighter Wing strengthens our continued commitment to being known as the "Best Hometown in the Air Force"; and,

WHEREAS, the Montgomery County Commission desires to fund \$1,080,000 for construction of the entry control point "gate" and to fund \$30,000 for an industrial access road grant, which represents 40% of the cost with the City of Montgomery contributing 60%; and,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission authorizes funding prior to September 30, 2020 of \$1,080,000 for construction of the entry control point "gate" and \$30,000 for an industrial access road grant for the Alabama Air National Guard, 187th Fighter Wing.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator



United States Air Force F-35A Operational Beddown - Air National Guard Environmental Impact Statement

Fact Sheet #2 - Public Meeting Summary

Fact Sheets

► Previous Fact Sheets:

- Fact Sheet #1 – Included a review of the proposed action, public meetings schedule, and link to the project website

► Future Fact Sheets:

- #3 – Announcing Public DEIS and Public Meeting
- #4 – DEIS Public Meeting Summary
- #5 – Announcing the Final EIS
- #6 – Announcing the Record of Decision

► What's inside this Fact Sheet:

- A review of the proposed action
- An overview of the public comment process
- An overview of the public comments received during the comment process
- A summary of what is next in the process

Proposed Action

The National Guard Bureau (NGB) proposes to beddown two F-35A squadrons consisting of 18 aircraft and 2 backup aircraft each, thereby establishing an F-35A operational squadron at two of five alternative ANG locations. In addition, the NGB would implement necessary construction projects to successfully beddown the aircraft at the selected installations. The five alternative locations are:



115 FW at Dane County Regional Airport, Madison, Wisconsin;

A public meeting was held on March 8, 2018.



124 FW at Boise Air Terminal, Boise, Idaho;

A public meeting was held on February 27, 2018.



125 FW at Jacksonville International Airport, Jacksonville, Florida;

A public meeting was held on March 13, 2018.



127 WG at Selfridge Air National Guard Base, Michigan;

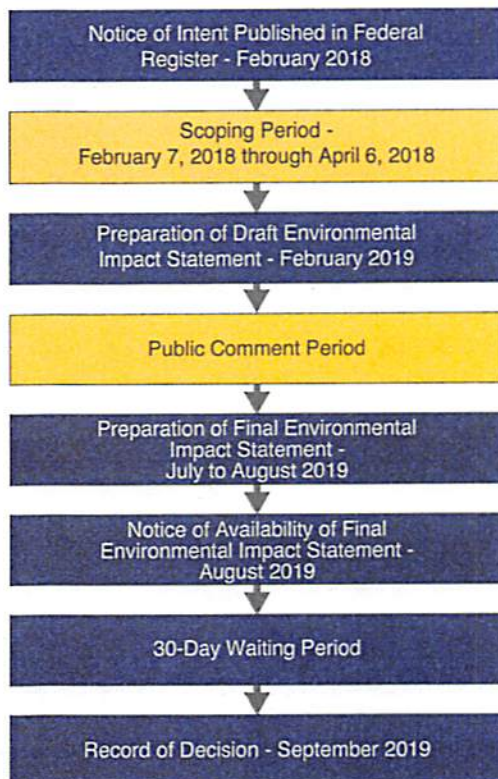
A public meeting was held on February 21, 2018.



187 FW at Montgomery Regional Airport, Montgomery, Alabama;

A public meeting was held on March 1, 2018.

The EIS Timeline



Opportunities for Public Involvement

Public Scoping

Public Involvement is an integral part of the Environmental Impact Analysis Process, which requires full disclosure of potential environmental impacts to the public and encourages public involvement. The first opportunity for public involvement was during the process called "public scoping". Scoping for this EIS took place from 7 February to 6 April 2018. The initiation of the scoping process began with the publication of the Notice of Intent (NOI) to prepare an EIS in the Federal Register on 7 February 2018 notifying the public, government agencies, and other interested parties about the proposal, the public scoping period, and associated public meetings.

The NGB utilized several methods to notify the public of opportunities for involvement and methods to comment on the proposal. These methods included: an announcement in the Federal Register; mailing of letters to relevant federal, state, and local agencies; distribution of newspaper advertisements both in newspapers near the installation and under the special use airspace; distribution of flyers at nearby community centers and businesses; an e-blast (email) with an attached Fact Sheet sent to individuals on the mailing list; distribution of a public service announcement to local media; and a website posting relevant information.

17-1

Public Comments

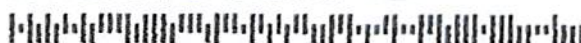
The NGB received a total of 1,954 written comments from the public during the official comment period (7 February to 6 April 2018). 191 persons submitted written comments during the meetings, 1,151 comments were submitted via United States mail, 3 comments via email, and 609 comments were submitted via the website. Relevant comments will be addressed in the Draft EIS. The following is a summary of the most frequent comments received during the comment period:

- Aircraft noise concerns related to
 - general annoyance
 - hearing loss
 - property values
 - domestic pets
 - wildlife
 - sleep interference
 - impacts to outdoor activities
 - request for noise mitigation
- Air Quality concerns from operation of the F-35
- Many of the lower income housing areas are located near the airfield
- Concern regarding fuel and other toxic chemicals that could leach into aquifers
- Consideration of other alternative locations (e.g. Mountain Home AFB)
- There was not enough notification for the meetings, nor was it given in a timely manner. Suggestion for use of social media such as Twitter, Facebook, etc.
- It was suggested that the Air Force establish a liaison/contact person and/or an advisory committee to respond to citizen inquiries throughout the EIS process
- Safety/crash concerns
- Confusion about why the non-preferred alternatives are still being considered
- The F-35 aircraft are too expensive and not necessary
- General opposition to the F-35 beddown
- General support for the F-35 beddown

F-35 EIS Project Manager
NGB/A4AM Shepperd Hall
3501 Fetchet Avenue
Joint Base Andrews MD 20762-5157

Presort Std
US Postage Paid
Boise, ID
Permit No. 679

1202*****AUTO**ALL FOR AADC 360
DONALD L. MIMS 3-6
MONTGOMERY COUNTY ADMINISTRATOR
PO BOX 1667
MONTGOMERY AL 36102-1667



MTGY CO. COMMISSIO
DEC 17 '18 AM 9:02

What's Next

The Draft EIS is estimated to be released in February/March of 2019 and will address the public concerns identified during the scoping process. However, this schedule may change as this is a fluid process. The EIS will be published at least 15 days prior to the next public meetings. At the next public meetings, the public will have an opportunity to see the results of the analysis and how the NGB addressed their concerns, ask questions, make statements for the public record, and voice additional concerns.

Written Comments are Still Welcome!

Written comments are welcome throughout the EIS process, though may not be specifically addressed as publication of the Draft EIS nears:

- By U.S. Mail to:
F-35 EIS Project Manager
NGB/A4AM
Shepperd Hall
3501 Fetchet Avenue
Joint Base Andrews MD 20762-5157
- Via the project website at www.ANGF35EIS.com

Please note that by including your name and address on correspondence, it will be used to compile a mailing list for distributing future information regarding the EIS. Names will appear in the EIS. Phone numbers, emails, and physical addresses will not be published. By including your name and address, it will become part of the EIS administrative record.

17-2

Tammy Nix

From: Justus Armstrong <jarmstrong@my14.org>
Sent: Thursday, January 03, 2019 12:28 PM
To: Donald Mims
Subject: Interstate 14 Montgomery County Commission
Attachments: Alabama Fact Sheet.pdf; Montgomery County Resolution.pdf; Montgomery Outer Loop: I14 map.pdf

Good Afternoon Mr. Mims,

It was a pleasure meeting with you to discuss I-14 and our initiative to pass resolutions along Alabama's counties and cities. Here is our pitch about who the Youth Infrastructure Coalition is and what our project entails. We look forward to hearing back from you and the commission.

Dear Commissioners,

We are writing to you today to tell you about an important project that is vital to the Southeast's future economic development, Interstate 14. I-14 is a congressionally proposed interstate spanning from west Texas at I-10 to Augusta, Georgia terminating at I-20. This interstate will immensely enhance the lives and growth of Montgomery County and the state of Alabama. Specifically, to Montgomery County, I-14 will create new economic opportunities, enhance connections to the east and west, and link Maxwell Airforce base to other military installations and ports.

We have been hard at work passing resolutions in communities starting from east to west including: Augusta-Richmond County, Georgia; Macon-Bibb County, Georgia; Columbus-Muscogee County, Georgia; Russell County, Alabama; and Phenix City, Alabama; among ten other communities. Montgomery County's support would continue the momentum in Alabama. In March, there will be a resolution coming before the Alabama General Assembly. We hope to have support from as many communities along the route as possible. It is vital this resolution passes through the General Assembly because Alabama and Georgia are the only states on the route who have not passed legislation in support of I-14.

We, the Youth Infrastructure Coalition (YIC), are a group of young, concerned citizens interested in helping our states develop through infrastructure-related projects. We are based out of the Columbus-Phenix City area, but have spread awareness about I-14 to communities all along the route. With our "My14" Video we spread the concept across the Southeast receiving national attention.

We ask the commission to pass a resolution supporting I-14. For your convenience, a draft of the previously passed resolutions is attached. If you have further questions, we would love to answer them and would love to give you a formal briefing.

Very Respectfully,

Justus Armstrong
Vice President and Alabama Representative
Youth Infrastructure Coalition
m: 706-992-5208
a: P.O Box 57, Columbus, GA, 31902
w: my14.org e: jarmstrong@my14.org

A Resolution
No.

WHEREAS, Interstate 14 is under construction in Texas, and officially opened on January 26, 2017 near Killeen, Texas;

WHEREAS, the community of Natchez, Mississippi and communities in Louisiana are taking action to make an extension of I-14 a reality in their jurisdictions;

WHEREAS, if extended through Montgomery County, AL, I-14 could run along Interstate 85 until continuing along the Montgomery Outerloop and join with existing US 80;

WHEREAS, I-14 will connect a significant number of military instillations, seaports, major cities, and large highways to each other, and Montgomery County should share in this significant extension;

WHEREAS, this council desires that the local legislative delegation to the Alabama General Assembly support an extension of I-14 to and through Montgomery County, AL and take any appropriate legislative action concerning highway extension.

**NOW, THEREFORE, THE COMMISSION OF MONTGOMERY COUNTY
HEREBY RESOLVES:**

We hereby respectfully request that the local legislative delegation to the Alabama General Assembly support an extension of I-14 to and through Montgomery County, AL and take any appropriate legislative action concerning highway extension. Let a copy of this resolution be forwarded by the Clerk of Council to each member of the local delegation to the Alabama General Assembly.

Interstate 14

"Alabama's Interstate"



Visit my14.org/video for a quick synopsis of this information.

Summary:

- I-14 will begin in west Texas (I-10) and end in Augusta, GA (I-20).
- Alabama section can begin along US 84 or US 80, connect to I-65 leading to Montgomery, connect to I-85 leading east, and finally connect to US 280 leading to Phenix City, AL.
- Numerous alternative paths are available with differing costs which means choice in budgeting and route.
- The first portion officially opened on January 26, 2017 in Killeen, TX and Fort Hood.
- I-14 Texas was Congressionally designated and is currently being built in segments.
- On January 29, 2018 members of Congress from Texas, Louisiana, and Mississippi created a congressional caucus to promote the expansion of Interstate 14 and to introduce the necessary legislation to authorize that expansion.
- Little is being done in the Eastern Corridor, Alabama and Georgia.
- Places not connected to an interstate tend to be isolated.
- Middle and Southern Alabama lack the vital growth northern Alabama has been experiencing.

Benefits of I-14:

Interstate Connection:

- I-14 will connect a significant number of military installations, seaports, major cities, and large highways to each other.
- I-14 will be a major infrastructure improvement preparing AL cities along the I-14 route for future growth. Unlike Birmingham—a city constantly trying to improve their highways to accommodate day-to-day commuter traffic—these cities will be ready because I-14 will provide an excellent east-west passage for commuters, most of it built using Federal funds.
- Middle and southern AL cities will become thru-way cities and more accessible destination cities.
- In AL, I-14 intersects other interstates and many other major highways
- Currently, east/west travel in the South is primarily along I-10 and I-20. I-14 would provide an alternative route reducing congestion in cities along these other
- I-14 will connect rural communities to cities and to one another making travel easier and aiding medical facilities in rural areas in their struggle for survival.

Strategic Military Impact:

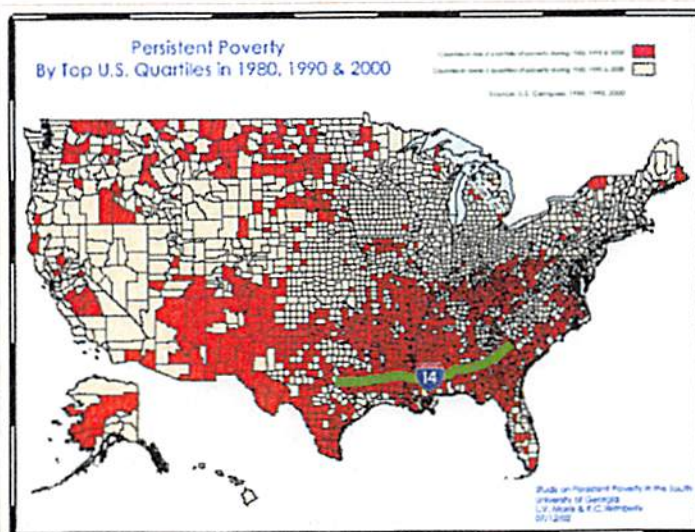
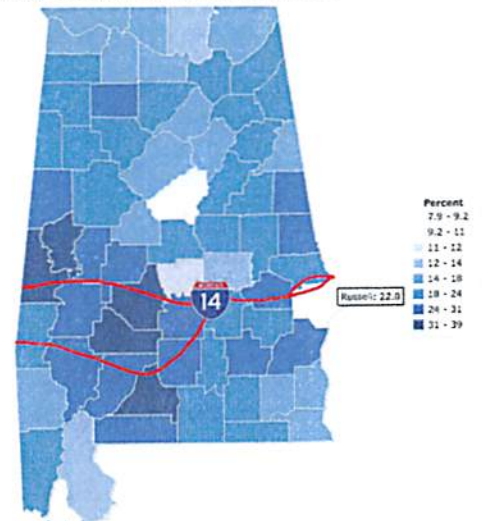
- I-14, the "Forts to Ports" interstate, will connect numerous military installations facilitating rapid deployment and enhancing training opportunities.
- In Alabama, it will connect: Maxwell Gunter Air Force Base, Fort Rucker Army Base, and Mobile's port and Coast Guard Training Base will be more easily accessible.
- Because of the advantages to the military, the Department of Defense should support I-14, helping fight for funding



Enhanced Economic Development:

- The areas through which I-14 will run are stricken with persistent poverty. Like the 14th Amendment provides equal rights to all citizens, the interstate will relieve those suffering from poverty by providing economic opportunity, thus one of its nicknames—the "14th Amendment Highway."

Poverty by County Map of Alabama



- It will provide these opportunities through multiple forms of business development.

400 jobs potentially created by trucking infrastructure

400 Jobs Created
"...picked the site near I-20..."

Georgia
Macon/Bibb Co.

300 Jobs Created
"...northwest Meriwether County off Interstate 85..."

"Location, Location
Many jobs are coming...Macon's location and transportation network. Interstate 75 links...I-16 to Savannah and its world-class seaport."

NWNews.com Arkansas Democrat-Gazette
Trucker moving HQ to I-30, Miller County
"...build \$10 million HQ on I-30..."
"...considered many locations along Interstate 30..."

Florida longs to cash in on auto boom
"...would employ at least 2,000 people West Point, Ga., and Lanett, Ala., both situated off Interstate 85 about 45 minutes north of Columbus"

"...Creeping East Down I-85..."
"...a new cluster has formed along Interstate 85"

The Birmingham News
Truck assembly plant great news
"...purchases plant near I-59..."
"...will eventually employ 1,000..."

- **Travel Related Businesses** will benefit from the influx of consumers
- **Manufacturing Businesses** will be encouraged to locate near the interstate. They will be better connected to the rest of the country, making it easier ship products.
- **Agriculture Businesses** will be able to carry their perishable goods to market quicker, and migrant workers will be able to travel from farm to farm more efficiently.
- **Construction Firms** will directly benefit from the construction work and maintenance of interstate.

Why Now?:

- So much growth is happening in Alabama and I-14 would only amplify this trend.
- National agenda includes significant spending on Infrastructure, some of which should be earmarked for I-14 development.
 - Since the Tax Bill passed, next on the list is infrastructure.
- Much of the infrastructure along the route is already in place, i.e. US 80, I-65, and I-85. (Obviously, some of it needs to be modified to meet interstate standards.)
- A huge downside to the interstate system when it was initially developed was the impact it had on pre-existing communities; however, in the largest cities I-14 goes through, this issue is moot because limited access highways already largely exist:
 - Phenix City: JR Allen Pkwy. (Hwy 80)
 - Montgomery: I-65 and I-85
- Because a part of I-14 lies on High Priority Corridors—stretches of highway Congressionally designated as needing improvement—these sections are at the top of the spending priority list. (One of these is Highway 80.)

Why build It?:

- We are facing many transportation issues—traffic jams, bottle necks, lack of highway—I-14 would be a means to resolve several these issues for many communities.
- Alabama has a proven, positive track record with highway projects!
- There is nothing to lose with this interstate, but much to gain



What Needs to be Done:

- Pass a resolution supporting the designation of I-14 through the respective county and/or city



DOT Study:

https://www.fhwa.dot.gov/planning/section_1927/14th_amendment_highway/report_to_congress/report01.cfm

Information gathered and sponsored by the Youth Infrastructure Coalition. Please contact YIC at youthinfrastructurecoalition@gmail.com or at 706-992-5208 or with any questions or requests for supplemental material.

If you would like to make a financial contribution to this cause, you can give online or by mail through the the Community Foundation of the Chattahoochee Valley, Inc. The Youth Infrastructure Coalition Fund is a component fund of the Community Foundation of the Chattahoochee Valley, Inc. All donations to the fund are subject to the Policies and Procedures of the Community Foundation. To give online, please visit <http://www.cfcv.com/Giving-Through-Us/Give-Today> and select "**Youth Infrastructure Coalition Fund.**" By mail, send checks or cash to 1340 13th St. Columbus, Ga. 31901. Please make checks payable to the "**Youth Infrastructure Coalition Fund of the CFCV.**" Thank you for your support!



@YouthInfrastructureCoalition



@YICofUSA

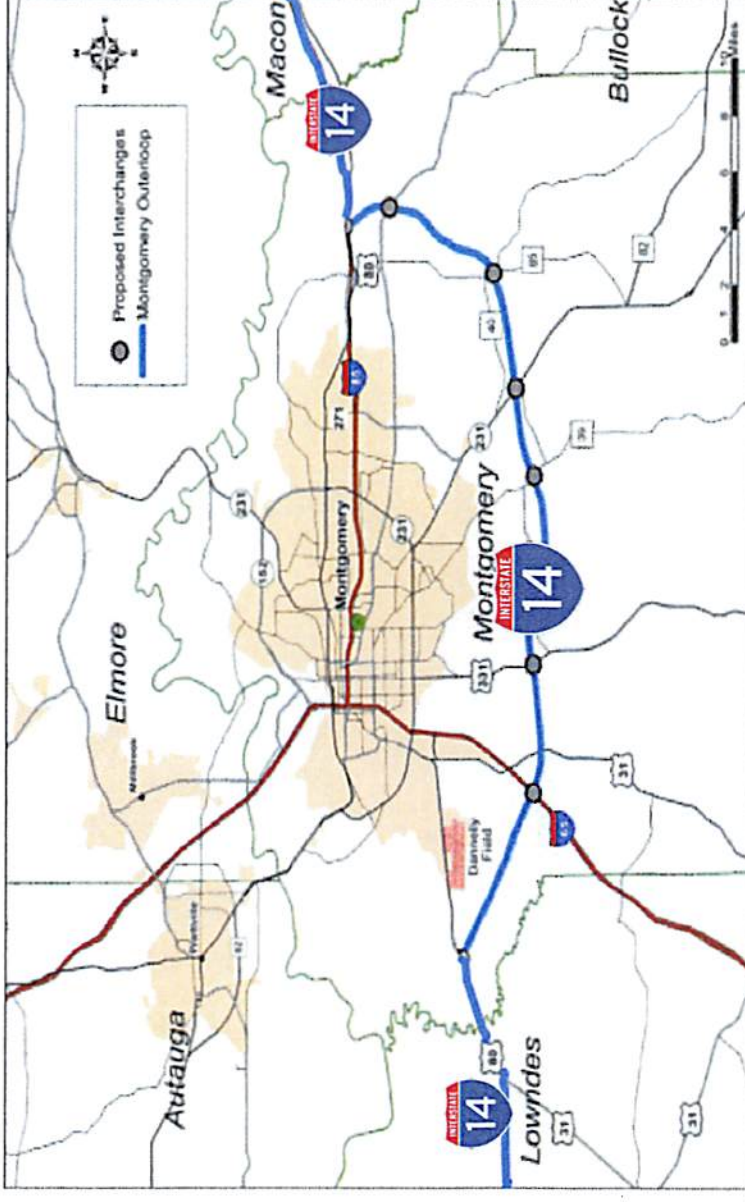


Youth Infrastructure Coalition



My14.org

Interstate 14 Route Through Montgomery County



Interstate 14 Route Facts

- East side of the route will pass along Interstate 85 until joining with the Montgomery Outer Loop
- Montgomery Outer Loop/ Interstate 14 will alleviate traffic in the heart of Montgomery with an interstate standard roadway
- West side of the route crosses Interstate 65 and gives drivers another roadway to use
- Uses existing Highway 80 to continue across the state

MONTGOMERY
AREA CHAMBER OF COMMERCE

January 3, 2019

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 January 7, 2019 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



19-1

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>JANUARY</u>						
	57202-19B-002	Drug Lab Services	Community Corrections	Drug Testing Program Management, Inc.	January 1, 2021	January 1, 2022
	53104-19B-004	Traffic Signage & Supplies	Engineering	Vulcan Signs, Inc.	January 3, 2020	January 3, 2022
	53000-19B-005	Crushed Stone	Engineering	Stephens Construction & Concrete	January 3, 2020	January 3, 2022
	51500-17B-006	Off-site Printing of Notices	Revenue Commission	Diversified Companies, LLC		January 2, 2020
	51965-19B-006	Private Data Network: Probate/Revenue South	Information Systems	Troy Cable, Inc.		January 3, 2022
	52110-18B-007	Graphics and Lettering	Sheriff Office	Signs Now	January 21, 2019	January 22, 2021
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service		January 29, 2019
<u>FEBRUARY</u>						
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.		February 15, 2019
	52110-17B-008	Sheriff's Office Uniforms	Sheriff Office	Galls, LLC Gulf States Distributors MAC Uniforms	February 5, 2019	February 5, 2020

UPCOMING BIDS/CONTRACT RENEWALS

	52200-18B-001	Inmate Phone System	Detention Facility	Legacy Inmate Communications		February 25, 2021
<u>MARCH</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Personnel	Pitney Bowes		March 23, 2021
<u>APRIL</u>						
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		April 16, 2019
	52110-18B-008	Law Enforcement Leather & Accessories	Sheriff Office	Gulf States	April 15, 2019	April 15, 2021
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021

UPCOMING BIDS/CONTRACT RENEWALS

	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						

UPCOMING BIDS/CONTRACT RENEWALS

	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		August 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	August 14, 2019	August 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		August 6, 2020
<u>SEPTEMBER</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	September 30, 2019	September 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		September 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		September 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		September 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		September 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	September 30, 2019	September 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	August 31, 2019	August 31, 2021

<u>OCTOBER</u>							
	52110-16B-038	Footwear		Sheriff's Office		Gulf States Distributors	October 16, 2019
	53000-16B-039	Metal Pipe		Engineering		Gulf Atlantic Culvert Co.	October 16, 2019
<u>NOVEMBER</u>							
	State of Alabama Contract T190	Leasing of Mail Machine		Support Services		Pitney Bowes	November 23, 2018
	51901-16B-035	Uniform Rental		Support Service		Cintas Corporation	November 30, 2019
	51988-17B-001	Employee Luncheon		County Commission		Chappy's Deli	November 20, 2019
	51988-17B-003	Catering of Food Trays		County Commission		Chappy's Deli	November 20, 2019
	51965-17B-016	Internet Services		Information System		Information Transport Solutions	November 1, 2020
	51100-16B-004	Security Guard Service		County Commission		MSF, Inc.	November 30, 2018
<u>DECEMBER</u>							
	52200-19B-003	Inmate Uniforms		Detention Facility		Uniforms Manufacturing, Inc.	December 20, 2019
	51100-17B-004	Armored Car Services		Tax & Audit Probate		MAC Courier Services, LLC	December 31, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	December 31, 2019	December 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	December 31, 2019	December 31, 2021