

## **MINUTES OF REGULAR MEETING**

### **MONTGOMERY COUNTY COMMISSION**

**FEBRUARY 16, 2016**

#### **INFORMATION SESSION**

Chairman Dean called the meeting to order at 8:15 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

#### **COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS**

##### **PRESENTATION BY FOUNDER AND DIRECTOR MICHELLE BROWDER OF *I AM MORE THAN***

Founder and Director Michelle Browder of *I Am More Than* briefed the Commission regarding the 2016 Put Yourself In Their Shoes Exhibit and Tour. After discussion, Chairman Dean and Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from each of their accounts; Commissioners Walker, Williams and Hall requested a \$500 miscellaneous appropriation from each of their accounts; and the Commission agreed to waive rules and add a Budget Change Request in the amount of \$5,000 to the agenda.

##### **PRESENTATION BY VICE PRESIDENT OF LANDSCAPE ARCHITECTURE JOHN B. BRICKEN III AND EXECUTIVE VICE PRESIDENT OF TRANSPORTATION DAVID REED WITH GOODWYN, MILLS AND CAWOOD**

Vice President of Landscape Architecture John B. Bricken III and Executive Vice President Of Transportation David Reed with Goodwyn, Mills and Cawood briefed the Commission regarding a preliminary presentation of the Master Plan of the Old Selma Road & Cantelou Road recreational park.

Administrator Mims presented a Contract with Frank Thomas and Associates, LLC, regarding the acquisition of the Hall Family Property located on Old Selma Road. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented an Agreement for Professional Valuation Services with Capital Real Estate Services, LLC regarding appraisal services of the Hall Family Property located on Old Selma Road. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS AND ASSISTANT  
DIRECTOR OF ELECTIONS CHRISTOPHER TURNER

Chief Probate Clerk William Flowers and Assistant Director of Elections Christopher Turner briefed the Commission regarding allocation of voting machines and election officials for 2016 Election Cycle. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Flowers briefed the Commission regarding Budget Change Request Number 3 from Judge of Probate (Elections). After discussion, the Commission agreed to place this item on the next agenda.

EXECUTIVE DIRECTOR NATHAN COOK WITH ONE PLACE FAMILY JUSTICE  
CENTER AND CHIEF ADMINISTRATOR RHONDA CAPE WITH THE DISTRICT  
ATTORNEY'S OFFICE

Executive Director Nathan Cook with One Place Family Justice Center briefed the Commission regarding a Grant Application to the U.S. Department of Justice, Office of Violence Against Women for the Grants to Encourage Arrest and Enforcement of Protection Orders Program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Chief Administrator Rhonda Cape with the District Attorney's Office presented a Position Fill Request for Senior Administrative Assistant, Position Number 400019013 and requested the starting salary at Pay Grade A06, Step 4. After discussion, the Commission agreed to place this item on the next agenda.

Mrs. Cape presented a Position Fill Request for Case Manager I, Position Number 438045004 with the District Attorney's Worthless Check Unit. After discussion, the Commission agreed to place this item on the next agenda.

PRESIDING CIRCUIT COURT JUDGE EUGENE REESE AND JUVENILE COURT  
ADMINISTRATOR BRUCE HOWELL

Presiding Circuit Court Judge Eugene Reese and Juvenile Court Administrator Bruce Howell briefed the Commission regarding the Award of Contract to The Bridge, Inc., concerning Operation of the Davis Treatment Program. After discussion, the Commission requested additional information regarding this Request for Proposal.

Mr. Howell briefed the Commission regarding Budget Change Request Number 3 from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU  
IALACCI

Chief Information and Technology Officer Lou Ialacci presented Amendment Number 2 to the March 12, 2012, Memorandum of Understanding (MOU) between the City of Montgomery, and

Montgomery County Commission regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE AND ASSISTANT  
COUNTY ENGINEER JAMES KELLEY

County Engineer George Speake recommended approval of bid for 35-ton lowboy trailer, which was on the agenda. Mr. Speake advised the Commission that the pavement resurfacing is now complete on Mt. Zion Road and shoulder work is underway. Additionally, he mentioned that new striping had been placed on Snowdown Chambers Road, resurfacing on Moore Road is scheduled for fall 2016, and plans are being prepared for resurfacing work on Vaughn Road and Wares Ferry Road.

PRESENTATION BY EXECUTIVE DIRECTOR SAM T. ADAMS WITH BRITTON YMCA

Executive Director Sam T. Adams with Britton YMCA briefed the Commission regarding the YMCA Youth Government Day and requested funding in the amount of \$1,500. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$1,500 on the next agenda for this event.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding items on the agenda.

Vice Chairman Harris and Commissioner Hall requested a \$900 miscellaneous appropriation from each of their accounts to the City of Montgomery, to be used by BONDS to Support the Halcyon South Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects.

Commissioner Hall requested a \$1,500 miscellaneous appropriation from his account to Montgomery YMCA, for the Bell Road YMCA Branch, for Program Services.

Commissioner Hall requested a \$1,500 miscellaneous appropriation from his account to Montgomery YMCA, for the James W. Wilson, Jr., YMCA Branch, for Program Services.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Wynton M. Blount Elementary School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Dunbar-Ramer School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Fitzpatrick Elementary School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, James Wilson Elementary School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Peter Crump Elementary School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Brewbaker Primary School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Carr Middle School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Georgia Washington Middle School, for Principal's Discretionary Fund.

Commissioner Hall requested a \$2,500 miscellaneous appropriation from his account to BOE, Park Crossing High School, for Athletic Program.

Commissioner Hall requested a \$500 miscellaneous appropriation from his account to BOE, Goodwyn Middle School, for Parenting Center, Attn: Parent Liaison Shenita.

Commissioner Williams requested a \$1,000 miscellaneous appropriation from his account to the American Association for Children, for the "Think Big Program".

Commissioner Williams requested a \$2,500 miscellaneous appropriation from his account to Paul Outreach Services, Inc., for the "Make the Transition" Initiative.

The Commission agreed to add these items to the miscellaneous appropriations.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown – Presentation regarding Professional Services Contract for the 2015-2016 E.V.E.N. Program Provider, Ms. Bionca Lindsey. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented the County Tax Levies for the Year 2016. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5BAL (FY2015 - \$34,846.25) from the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented an Acceptance of Proposal from Environmental Materials Consultants, Inc. regarding an Asbestos Survey and Lead Paint Testing at 350 Adams Avenue and Budget of \$2,500. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding the issuance of County credit cards for the Revenue Commissioner and Chief Revenue Clerk. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III, regarding Professional Services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 2 and 3 from the Board of Registrars. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented Position Fill Requests for Corrections Officer Trainee/ Corrections Officer, Position Number 015 and Stores Clerk I, Position Number 196 from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a schedule of Upcoming Bids/Contract Renewals.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection through February 2016.

Administrator Mims presented the Revenue Reports for January 2016 from Tax and Audit Department.

Administrator Mims presented the Population Report for January 2016 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for January 2016 for Community Corrections.

Deputy Administrator Cauthen informed the Commission that Vice Chairman Harris requested that Minority Business Initiative be presented and that a goal of 30% participation by qualified minorities in the bidding process be included. After discussion, the Commission agreed to place this item on the next agenda.

### PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events and wished a happy birthday to Commissioner Williams for February 26<sup>th</sup>.

She also reminded Commissioner Williams that his district will be the next one featured at the March 7<sup>th</sup> County Commission Meeting. He said that he would speak with her after the meeting to get more details on what he needed to do.

### PRESENTATION BY MARKETING/COMMUNITY RELATIONS CONSULTANT FELICIA TAYLOR WITH ALABAMA STATE UNIVERSITY

Marketing/Community Relations Consultant Felicia Taylor with Alabama State University briefed the Commission regarding the Summer Youth College Adventure Program (SkyCap) and requested funding for the event. Chairman Dean stated that the Commission would consider her request.

### **RECESS TO FORMAL SESSION**

Chairman Dean recessed the Information Session to the Formal Session.

### **FORMAL SESSION**

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Walker.

The Pledge of Allegiance was led by Robert E. Lee High School Band Students at the request of Commissioner Walker.

County Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Hall, Walker and Williams. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of February 1, 2016. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

### **CONSENT AGENDA**

Administrator Mims presented the Accounts Payable and Payroll Checks Authorization for approval.

Commissioner Hall made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Vice Chairman Harris and

unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

## **NEW BUSINESS**

### COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF MARCH AS CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH

Administrator Mims presented the following memorandum and resolution from Public Affairs Director DiDi Henry:

#### MEMORANDUM

January 26, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Request for resolution for annual Certified Government Financial Manager Month

La Shawn Pierce, with the Montgomery Chapter of the Association of Government Accountants, has asked for a resolution proclaiming March 2016 as *Certified Government Financial Manager Month* in Montgomery, Alabama. This is an annual request. I am asking that the Commission place this item on the February 16, 2016 agenda.

Thank you for your consideration.

End of Memorandum

#### RESOLUTION

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, which has a network of 14,000 members in 102 chapters in the United States and around the world and approximately 435 active members representing state, federal, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, AGA Alabama Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass

three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years,

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2016 as: *CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH* in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 16<sup>th</sup> day of February, 2016.

#### End of Resolution

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

Chairman Dean presented the resolution to LaShawn Pierce with the Montgomery Chapter of the Association of Government Accountants and expressed his appreciation.

#### COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENT TO THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES BOARD

Administrator Mims presented the following memorandum:

February 9, 2016

#### MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Member Appointment

Board Member Wallace Bush has resigned from the Montgomery County Board of Human Resources. DHR Director Karen Smith has recommended Martha Demere to serve the remainder of Mr. Bush's term which expires September 5, 2019.

The Commission discussed this appointment at the last meeting and agreed to place this item on the February 16, 2016 agenda.

I am requesting that the Commission approve this appointment.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve Martha Demere to serve the remainder of Wallace Bush's term which expires September 5, 2019. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memoranda, Alabama Code Section 38-2-7, and Board Members' Appointment Page, Agenda Pages 2-2 through 2-5, attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF PROPOSED MASTER PLAN FROM GOODWYN, MILLS AND CAWOOD, INC., REGARDING OLD SELMA ROAD AND CANTELOU ROAD, RECREATIONAL PARK

Administrator Mims presented the following memorandum:

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Proposed Master Plan from Goodwyn, Mills and Cawood, Inc., regarding Old Selma Road and Cantelou Road Recreational Park

During the February 1, 2016 Commission meeting, CEO Bill Wallace with Goodwyn, Mills and Cawood made a presentation regarding proposed Master Plan concerning Old Selma Road and Cantelou Road recreational park. The Commission agreed to place this item on the next agenda.

I am requesting that the Commission approve this proposed Master Plan at the February 16, 2016, meeting.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Proposed Master Plan, Agenda Pages 3-2 through 3-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF PROPOSED MASTER PLAN FROM GOODWYN, MILLS AND CAWOOD, INC., REGARDING HIGHWAY 231 AND TROTMAN ROAD, RECREATIONAL PARK

Administrator Mims presented the following memorandum:

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Proposed Master Plan from Goodwyn, Mills and Cawood, Inc., regarding Highway 231 and Trotman Road Recreational Park

During the February 1, 2016 Commission meeting, CEO Bill Wallace with Goodwyn, Mills and Cawood made a presentation regarding proposed Master Plan concerning Highway 231 and Trotman Road recreational park. The Commission agreed to place this item on the next agenda. I am requesting that the Commission approve this proposed Master Plan at the February 16, 2016, meeting.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Proposed Master Plan and Email, Agenda Pages 4-2 through 4-8, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AUTHORIZATION OF AGREEMENTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR AUTAUGA, BUTLER, CHILTON, ELMORE, MONROE COUNTIES, AND CITY OF PRATTVILLE

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: February 9, 2016

Re: Autauga, Butler, Chilton, Elmore and Monroe  
Counties – City of Prattville – Detention Bed Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' contracts, along with the City of Prattville contract, on the February 16<sup>th</sup> County Commission formal agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville to house juveniles from their respective counties/city in our facility. Thank you for your consideration in this matter.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreements, Letter, and Resolution, Agenda Pages 5-2 through 5-25, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AUTHORIZATION OF PERSONAL SERVICES  
CONTRACT WITH ADEDOYIN DOSUNMU-OGUNBI, M.D., TO PROVIDE MEDICAL  
SERVICES FOR YOUTH DETAINED AT THE YOUTH FACILITY

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: February 9, 2016

Re: Personal Services Contract – Dr. Adedoyin Ogunbi

Please place the attached contract on the County Commission formal agenda for February 16<sup>th</sup>. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2015 through September 30, 2016.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Contract, Duties of the Doctor and Duties of the Nurse, Agenda Pages 6-2 through 6-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF ARCHITECTURAL PROPOSAL FROM ROBINSON AND ASSOCIATES ARCHITECTURE, INC., FOR THE CONSTRUCTION OF THE MONTGOMERY COUNTY SHERIFF MAINTENANCE SHOP BUILDING AND MASTER PLAN FOR THE PROPERTY

Administrator Mims presented the following memorandum:

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Architectural Fee Proposal from Robinson and Associates Architecture, Inc., for the Construction of the Montgomery County Sheriff Maintenance Shop Building and Master Plan for the Property

During our County Commission meeting on Monday, February 1, 2016, County Attorney Gallion reviewed with you the proposed authorization to utilize the County's powers of eminent domain concerning the acquisition of two parcels of land behind the Sheriff's warehouse located next to the Montgomery County Engineering shop at the intersection of Terminal Road and Day Street. In anticipation of acquiring this property, Sheriff Derrick Cunningham requested that the County Commission consider a Contract with Robinson and Associates Architecture, Inc., for the construction of the Montgomery County Sheriff maintenance shop building and Master Plan for the property contingent upon the acquisition of both parcels of land. The Commission agreed to place this item on the next agenda.

I am requesting that the Commission approve the attached Architectural Proposal at their meeting on February 16, 2016, contingent upon the acquisition of both parcels of land.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memorandum and Proposal, Agenda Pages 7-2 through 7-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF CONDEMNATION PROCEEDINGS REGARDING PROPERTY LOCATED ON TERMINAL ROAD

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Authorization of Condemnation Proceedings

Attached is a Complaint for Condemnation of property on Terminal Road that Sheriff Cunningham desires to purchase for construction of a maintenance shop to service Montgomery County vehicles. Having exhausted all means to negotiate with the landowners, Attorney Gallion requests authorization to file the Complaint and commence condemnation proceedings.

I request that authorization of commencement of condemnation proceedings to acquire property located on Terminal Road be placed on a future agenda.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Complaint for Condemnation, Attorney Gallion's Opinions, Return Receipt / Certified Mail Cards, and Letter, Agenda Pages 8-2 through 8-12, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED AUTHORIZATION TO ENGAGE JMR+H ARCHITECTURE IN CONSULTING ON THE REDESIGN OF THE DOWNTOWN TAG OFFICE TO FACILITATE THE INSTALLATION OF THE Q-MATIC SMART QUEUING SYSTEM

Administrator Mims presented the following memorandum from the Montgomery County Probate Office:

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 1/27/16

Re: Request to engage JMR&H Architecture in a conversation concerning the redesign of the Downtown Tag office to facilitate the installation the Q-matic smart queuing system.

The installation of the Q-matic smart queuing system in the Probate Tag Offices has been very successful. Its efficiencies have drastically decreased wait times in our office and it has been well received by the community at large. We would now like to install this system in our Downtown Tag Office. To facilitate the Q-matic system in our downtown office the current “stand in line” waiting area will have to be redesigned to accommodate a “seated” waiting area. JMR&H Architecture is the firm that originally designed this building. We would like to engage them in consulting on how to best achieve this goal.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED RECOMMENDATION TO AWARD ELEVATOR CONSULTING CONTRACT TO DIETER CONSULTING SERVICES

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Award of Elevator Consulting Contract

At the December 7, 2015 meeting of the Montgomery County Commission, I briefed the Commission on the need to issue a request for proposal (RFP) for elevator consulting services. The County currently operates 28 elevators, representing four different vendors. The County needs an experienced elevator consulting company to determine the overall condition of the elevator systems, establish the remaining life of the elevators, determine if there are any significant issues and coordinate a single maintenance contract, if feasible.

The RFP was distributed to 13 vendors on January 4, 2016, and two vendors, Vertical Assessment Associates (VAA) of Tallahassee, FL, and Dieter Consulting Services (Dieter) of Apalachicola, FL, responded. An RFP panel (Scott Kramer, Myrtle Singleton and I) reviewed the proposals with emphasis on experience (45%), references (30%) and pricing (25%) as detailed in the RFP. The minimum qualifications required 10 years of experience in elevator consulting and \$ 1M in general liability coverage. Both vendors met those requirements.

The references for both vendors were favorable; however, Dieter’s experience is significantly greater than VAA. Dieter has more than 22 years compared to 14 years for VAA. Dieter’s local clients include RSA, ASU, Maxwell AFB, Goodwyn Mills and Cawood, City of Montgomery,

and Montgomery County. Dieter's not-to-exceed cost for the services requested is \$36,750, compared to \$32,500 from VAA.

Based on experience, references, and cost, the RFP panel believes that Dieter will provide the best value for Montgomery County and recommends that award of a contract to Dieter Consulting Services, Inc., for elevator consulting services be placed on the next agenda.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED COUNTY EMPLOYEE BLOOD DRIVES FOR 2016

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry:

January 25, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry  
Public Affairs Director

SUBJECT: County Employee Blood Drives-2016

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2016. The first would be scheduled for March 2, 2016, with the American Red Cross and the other later in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated. This time off must be scheduled in advance with the department head or supervisor.

It is important to note that last year, County employees donated a total of 157 pints of blood to both organizations, and because of those donations lives were saved. I am requesting that this request be placed on the February 16th meeting agenda. Your approval is requested.

Thank you.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED PAYMENT OF EX-OFFICIO MEMBERSHIP TO THE MONTGOMERY AREA COMMITTEE OF 100, INC., FOR CHAIRMAN DEAN

Administrator Mims presented the following memorandum:

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Payment of 2015 Ex-Officio Membership Dues to Montgomery Area Committee of 100, Inc.

The Montgomery County Commission, at its meeting on February 1, 2016, agreed to place on the next agenda the 2016 Ex-Officio Membership Dues to Montgomery Area Committee of 100, Inc., for Chairman Elton N. Dean, Sr.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 12-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

February 16, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

C-2016-38: RESTOR, Inc., to Provide Shelter and Meals for Homeless Veterans - \$300; (Dean-\$100, Harris-\$100, and Williams-\$100)

C-2016-39: Optimist International, for Central Montgomery Optimist Club, for Community Services Programs - \$500; (Harris)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow Commissioners concurred:

C-2016-40: Faith Crusades Ministries, Inc., for the At-Risk Youth Program, “I Am More Than”, which Includes “Put Yourself in Their Shoes Exhibition and Event” - \$3,500; (Dean-\$1,000, Harris-\$1,000, Hall-\$500, Walker-\$500, and Williams-\$500)

C-2016-41: Paul Outreach Services, Inc., for the “Make the Transition” Initiative - \$2,500; (Williams)

C-2016-42: Montgomery YMCA, for the Bell Road YMCA Branch, for Program Services - \$1,500; (Hall)

C-2016-43: Montgomery YMCA, for the James W. Wilson, Jr., YMCA Branch, for Program Services - \$1,500; (Hall)

C-2016-44: American Association for Children, for the “Think Big Program” - \$1,000; (Williams)

C-2016-45: Alabama State Bar, Young Lawyers Division, for the Montgomery Minority Pre-Law Conference - \$1,000; (Harris)

C-2016-46: Central Alabama Aging Consortium, for Saint Paul AME Church, for Senior Citizens Feeding Program - \$1,000; (Williams)

NC-2016-84: BOE, Wynton M Blount Elementary School, for Principal’s Discretionary Fund - \$500; (Hall)

- NC-2016-85: BOE, Dunbar-Ramer School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-86: BOE, Fitzpatrick Elementary School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-87: BOE, James Wilson Elementary School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-88: BOE, Peter Crump Elementary School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-89: BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-90: BOE, Brewbaker Primary School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-91: BOE, Carr Middle School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-92: BOE, Georgia Washington Middle School, for Principal's Discretionary Fund - \$500; (Hall)
- NC-2016-93: BOE, Park Crossing High School, for Athletic Program - \$2,500; (Hall)
- NC-2016-94: BOE, Goodwyn Middle School, for Parenting Center, Attn: Parent Liaison Shenita Manor - \$250; (Walker)
- NC-2016-95: City of Montgomery, to be used by BONDS to Support the Halcyon South Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Harris-\$900 and Hall-\$900)

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO OVERBILT TRAILER CO., FOR A 35-TON LOWBOY EQUIPMENT TRAILER, BID NUMBER 51300-16B-010

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: January 26, 2016

RE: Invitation to Bid No. 53100-16B-010  
35-Ton Lowboy Equipment Trailer

Request approval of award on the above referenced Invitation to Bid to the lowest bidder, Overbilt Trailer Co., in the amount \$64,898.00 based on unit pricing, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with George Speake, County Engineer

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Spreadsheets, Agenda Pages 14-2 and 14-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF FINAL INCENTIVE  
PAYMENT REGARDING PROJECT ROUNDUP (STERIS CORPORATION)

Administrator Mims presented the following memorandum:

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims  
County Administrator

SUBJECT: Authorization of Final Incentive Payment regarding Project ROUNDUP (Steris Corporation)

The Montgomery County Commission, at its meeting on February 1, 2016, agreed to place an authorization of final incentive payment regarding project ROUNDUP (Steris Corporation) on the next agenda.

I am requesting approval of this final incentive payment.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Email, Updated Spreadsheet of Incentives, Letter, Request for Payment Number 2, Certificate of Compliance, and Agreement, Agenda Pages 15-2 through 15-51, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF FINAL PAY  
APPLICATION NUMBER 3 TO HOLLEY-HENLEY BUILDERS, INC., REGARDING  
MONTGOMERY COUNTY JAIL KITCHEN REPAIRS

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Holley-Henley Builders, Inc., Final Pay Application for Miscellaneous Kitchen Repairs for the Montgomery County Jail

Please find attached an application for final payment of \$12,508.55 to Holley-Henley Builders, Inc., under its contract for miscellaneous kitchen repairs at the Montgomery County Jail. Change Order #1 in the amount of \$2,917.20 is also attached. The original contract included an allowance of \$20,000 which was applied to the following unforeseen conditions described in Change Order #1:

- Relocation of exhaust duct;
- Electrical work to correct previous wiring modifications and other work to comply with additional Health Code requirements;
- Emergency repair of tile floor outside original scope under unit pricing provided in contract.

The cost of these changes exceeded the allowance by \$2,917.20.

I request that approval of Change Order #1 and final payment be placed on the agenda of the next meeting of the Commission.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Payment Application and Change Order, Agenda Pages 16-2 through 16-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE  
REQUEST NUMBER 27 FOR \$8,000 TO BLUE-GRAY NATIONAL COLLEGIATE TENNIS  
CLASSIC, INC., FOR ECONOMIC AND TOURISM DEVELOPMENT

Administrator Mims requested approval of Budget Change Request Number 27, County Commission Appropriations.

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE  
REQUEST NUMBER 28 FOR \$5,300 TO CHILD PROTECT, INC., FOR DEMOLITION OF  
BUILDING

Administrator Mims requested approval of Budget Change Request Number 28, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

Administrator Mims presented the following memoranda from Sheriff Derrick Cunningham:

January 22, 2016

MEMORANDUM

TO: Mr. Donnie Mims  
County Administrator

FROM: Sheriff Derrick Cunningham  
Montgomery County Sheriff's Office

SUBJECT: ~3 Position Fill Requests~  
Corrections Officer Lieutenant  
Corrections Officer Sergeant  
Corrections Officer Corporal

I am requesting that the County Commission approve positions for a Corrections Officer Lieutenant, Corrections Officer Sergeant and a Corrections Officer Corporal. We have a Corrections Officer Lieutenant retiring at the end of February which will cause a shift in rank positions.

I am attaching copies of the Position Fill Requests for all three positions so that we can proceed with filling their positions in a timely manner. Please place this on the next agenda for the approval of the County Commission.

Your assistance is greatly appreciated.

encls.

End of Memorandum

February 3, 2016

MEMORANDUM

TO: Mr. Donnie Mims  
County Administrator

FROM: Sheriff Derrick Cunningham  
Montgomery County Sheriff's Office

SUBJECT: Position Fill Request  
Corrections Officer Trainee

I am requesting that the County Commission approve a position fill request for Corrections Officer Trainee. The position number is to be determined at a later date.

Please place this on the next agenda for the approval of the County Commission.

Please let me know if you have any questions.

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 19-2 through 19-4 and 19-6, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (13)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission and added Commissioner Hall to County Commission travel request number 19 for an added amount of \$1,497:

## DEPARTMENT

## TRAVEL/TRAINING REQUESTS

- |                                  |                             |
|----------------------------------|-----------------------------|
| 1. County Commission             | Request Numbers 18 and 19   |
| 2. Revenue Commissioner's Office | Request Numbers 4 and 5     |
| 3. Sheriff's Office              | Request Number 19           |
| 4. Youth Facility                | Request Number 4            |
| 5. Risk Management               | Request Number 8            |
| 6. Engineering Department        | Request Number 1            |
| 7. Appraisal Department          | Request Numbers 5, 6, and 7 |
| 8. Community Corrections         | Request Number 6            |
| 9. Probate Judge's Office        | Request Number 4            |

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 20-1 through 20-13, are attached to these Minutes.)

## **WAIVE RULES**

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

## PROBATE JUDGE'S OFFICE (ELECTION CENTER) – APPROVED ALLOCATION OF VOTING MACHINES AND ELECTION OFFICIALS FOR 2016 ELECTION CYCLE

Administrator Mims presented the following letter from Assistant Director of Elections Christopher M. Turner:

February 9, 2016

Commissioner Elton N. Dean, Sr., Chairman  
Commissioner Daniel Harris, Jr., Vice Chairman  
Commissioner Ronda M. Walker  
Commissioner Jiles Williams, Jr.  
Commissioner Andrew D. Hall

Dear Commissioners:

Please find the attached polling place specifications for the 2016 elections cycle. The document reflects the updated list of polling places after the addition of Precincts 107 (Kingdom Enforcer's) and 211 (Rufus Lewis Library), the numbers of election workers assigned to each precinct and the allotted voting equipment for each precinct.

It is my request that the Commission waives rules and approves the recommended allocations for the 2016 election cycle at its February 16, 2016 meeting.

Please note that should a limited Runoff Election be required on April 12, 2016 election workers and allotted equipment totals would be proportionate to the number polling places affected.

If I may be of any assistance, or provide you with any other information, please do not hesitate to contact me.

Sincerely,

/s/ Christopher M. Turner  
Assistant Director of Elections

CMT/  
Attachment

End of Letter

Vice Chairman Harris made a motion to approve allocation of voting machines and election officials for 2016 election cycle. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Polling Place Specifications and January 23, 2012 Portion of Minutes, Agenda Pages 21-2 through 21-8, are attached to these Minutes.)

ONE PLACE FAMILY JUSTICE CENTER – APPROVED AUTHORIZATION OF GRANT  
APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE  
AGAINST WOMEN FOR THE GRANTS TO ENCOURAGE ARREST AND  
ENFORCEMENT OF PROTECTION ORDERS PROGRAM

Administrator Mims presented the following letter from Executive Director of One Place Family Justice Center Nathan Cook:

02/10/16

Montgomery County Commissioners  
Care of Donald Mims, County Administrator  
101 S. Lawrence St.  
Montgomery, Alabama 36104

Dear Mr. Mims,

One Place Family Justice Center through the Montgomery County Commission applied and received a United States Department of Justice Office of Violence Against Women (OVW) Arrest grant for \$900,000.00 in 2012. We found out late that we can apply to renew this grant under a new title: Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program. This grant is very important to keeping vital services in the Family Justice Center. We will be applying for a \$450,000 grant for three years. We are currently working on our grant proposal to submit to the U.S. Department of Justice on March 3, 2016. We are requesting that the County Commissioners to wave its procedural rules

to allow us to be able to meet the March 3 deadline. Thanks in advance for your consideration in this matter.

Sincerely,

/s/ Nathan Cook, Executive Director

End of Letter

Commissioner Williams made a motion to approve authorization of grant application to the U.S. Department of Justice, Office of Violence Against Women for the grants to encourage Arrest and Enforcement of Protection Orders Program. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of U.S. Department of Justice Document, Agenda Pages 22-2 through 22-7, are attached to these Minutes.)

#### COUNTY COMMISSION – APPROVED COUNTY TAX LEVIES FOR THE YEAR 2016

Administrator Mims requested approval of the following County Tax Levies for the Year 2016:

#### COUNTY TAX LEVIES FOR THE YEAR 2016

##### RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2016, a tax of fifty cents upon each \$100.00 of taxable property in said County liable or subject to taxation for the year 2016, which began with October, 2015.

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

##### RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each \$100.00 of taxable property subject to or liable to taxation in said County for the tax year 2016, which began with October, 2015.

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

### RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

### RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 16, 2016, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2015-2016, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

### RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 16, 2016, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2015-2016, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the

tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

#### RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2015 (for which tax year taxes become due and payable on October 1, 2016), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

#### RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are conterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2015 (for which tax year taxes become due and payable on October 1, 2016), and for each succeeding tax year thereafter for the remaining period of nine (9) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

#### RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2015 (for which tax year taxes become due and payable on October 1, 2016), a special district school tax at the rate of six and

one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

#### RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2015, (for which tax year taxes become due and payable on October 1, 2016) a special district school tax at the rate of three (3) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

#### COUNTY COMMISSION – APPROVED AUTHORIZATION OF CONTRACT WITH FRANK THOMAS AND ASSOCIATES, LLC, REGARDING THE ACQUISITION OF THE HALL FAMILY PROPERTY LOCATED ON OLD SELMA ROAD

Administrator Mims presented the following letter from Frank Thomas of Frank Thomas and Associates, LLC:

January 27, 2016

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

Dear Mr. Dean:

I appreciate the opportunity to assist the Montgomery County Commission in regards to the prospective purchase of the +/- 157 acre Hall Property on Old Selma Road.

My firm, Frank Thomas and Associates, LLC, has been representing buyers and sellers of real estate in Alabama for approximately 20 years. We initially specialized in rural land, timber, land and farm land but later diversified to also include multi family, commercial and investment property.

Personally I have been involved in several transactions including sand and gravel. My partner Mr. Sid Coleman, Jr. and I owned White Rock, LLC which sold sand and gravel to Martin Marietta on a royalty basis. I have also sold +/- 291 acres of my metallurgical sand and gravel land on the CSX rail in Shorter to Wiregrass Construction. I then sold approximately 25 acres and 600,000 cubic yards of "A-4" material to Newell Roadbuilders which is now the north interchange of the outer loop. I also furnished all of the material for the new Love's Travel Center in Shorter from my permitted pit in Macon County. I will sell approximately 500,000 cubic yards in 2015-2016 to Newell Roadbuilders and the City of Troy from my permitted pit in Troy, Alabama for the new Publix development and I donated approximately 110,000 cubic yards to the City of Troy for the Franklin/George Wallace Road expansion.

I am presently cutting timber on two of my tracts in Pike County and also have a strong working knowledge of timber and timber valuation.

I presently own several thousand acres in and around Central Alabama in Bullock, Elmore, Macon, Montgomery, Pike and Shelby Counties and I have good knowledge of values of all types of land.

I will do my best to represent the Montgomery County Commission to the fullest of my ability and again I appreciate the opportunity.

Sincerely,

/s/ Frank Thomas

Enclosure

End of Letter

Commissioner Hall made a motion to approve authorization of contract with Frank Thomas and Associates, LLC, regarding the acquisition of the Hall family property located on Old Selma Road. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Exclusive Authorization to Represent Document, Map, and Attorney Gallion's Opinion, Agenda Pages 24-2 through 24-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AGREEMENT FOR PROFESSIONAL VALUATION SERVICES WITH CAPITAL REAL ESTATE SERVICES, LLC REGARDING APPRAISAL SERVICES OF THE HALL FAMILY PROPERTY LOCATED ON OLD SELMA ROAD

Administrator Mims requested approval of authorization of agreement for Professional Valuation Services with Capital Real Estate Services, LLC, regarding Appraisal Services of the Hall family property located on Old Selma Road.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreement and Email, Agenda Pages 25-1 through 25-10, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE  
REQUEST NUMBER 29 FOR \$5,000 TO FAITH CRUSADES MINISTRIES, INC., FOR  
THE AT-RISK YOUTH PROGRAM, “I AM MORE THAN”, WHICH INCLUDES “PUT  
YOURSELF IN THEIR SHOES EXHIBITION AND EVENT”

Administrator Mims requested approval of Budget Change Request Number 29, County Commission Appropriations.

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 26-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE  
REQUEST NUMBER 30 FOR \$2,000 TO BOE, ROBERT E. LEE HIGH SCHOOL, FOR  
FOOTBALL PROGRAM FOR PURCHASE OF HELMETS AND \$2,000 FOR BAND  
PROGRAM

Administrator Mims requested approval of Budget Change Request Number 30, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 27-1, is attached to these Minutes.)

**COMMENTS BY COMMISSIONERS AND ATTENDEES**

Commissioner Hall thanked Probate Judge Steven Reed and Chief Clerk William Flowers for preparation by the Election Center for the primary election on March 1, 2016.

Commissioner Williams told the audience good morning and wished everyone a good week.

Commissioner Walker explained that in celebration of the 200<sup>th</sup> Anniversary of Montgomery County, a Commissioner highlights his/her district at each meeting. She stated that she is recognizing her alma mater Robert E. Lee High School. She introduced Marcus Rackley, the Director of Bands who brought students to lead the Pledge of Allegiance and sing the National Anthem. She also introduced Gary Gardner, a shining example of parental involvement who has a second child at Lee. Mr. Gardner reached out to her to make her aware that the band receives zero dollars in the budget. She next introduced Head Football Coach Tyrone Rogers, a Lee graduate who went on to play for the Cleveland Browns. She commented that Coach Rogers has a stellar reputation and resume and that Lee is blessed to have him. Commissioner Walker also introduced Joi Montiel, who attended Lee High School at the same time she did. After learning that Coach Rogers needed 25 football helmets for his players at a cost of \$285 each, Ms. Montiel

posted a message on Facebook asking for Lee alumni to help raise money for the helmets. Her post generated \$1,975 in contributions. Coach Rogers stated that Mr. and Mrs. Spear pledged \$5,200 to the football program, on behalf of the Lee High School Hall of Fame. Commissioner Walker presented a check for \$1,425 and told Coach Rogers that together he will get his 25 helmets. She explained that she invited Ms. Montiel to demonstrate that getting involved and not waiting on others can make a difference. She added that community, parental, and alumni involvement can make a difference in the Montgomery's public schools. She told Mr. Rackley that Kerri Palmer, a Lee graduate, will be working for the needs of the band. Commissioner Walker presented certificates of appreciation to Coach Rogers, Mr. Rackley and the three students who performed and thanked all those that attended from Lee High School.

Chairman Dean told Commissioner Walker that the presentation was very nice. He recognized Mr. and Mrs. Spear and all the Lee High School attendees. He stated that he agrees with Commissioner Walker that there is so much that we as individuals can do to support the school system. He stated that athletics and extra curriculum activities fall short of funding and everyone needs to support these schools. He said we support all schools, both public and private. He congratulated Coach Rogers on the football team's performance this year.

Vice Chairman Harris told the audience good morning and welcomed them to the meeting. He commented on the beautiful rendition of the National Anthem and expressed his appreciation for the students' performance. He concurred with Chairman Dean that student participation in extra-curricular activities can help reduce the number of students dropping out of school. He stated that Coach Tyrone Rogers is married to one of his beautiful cousins and is a great guy all around. He congratulated him for his work and said the Commission will do what they can to help.

Chairman Dean requested to waive rules and add to the agenda a budget change request appropriating \$2,000 to Robert E. Lee High School for the Football Program for purchase of helmets and \$2,000 for the Band Program. Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

## **ADJOURNMENT**

Commissioner Hall made a motion to adjourn the meeting of the Montgomery County Commission on February 16, 2016, at 10:18 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

## MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 1-29-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 258141            |    | 258192       |
|                   |    |              |
| Total Checks Paid |    | \$536,637.92 |

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS  
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS  
PAYABLE CHECK REGISTER

## MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 1-29-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 258193            |    | 258269       |
|                   |    |              |
| Total Checks Paid |    | \$436,508.05 |

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS  
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS  
PAYABLE CHECK REGISTER

## MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 2-5-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 258270            |    | 258344       |
|                   |    |              |
| Total Checks Paid |    | \$325,869.95 |

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS  
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS  
PAYABLE CHECK REGISTER

## MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED 2-5-16

| Check Number      | To | Check Number |
|-------------------|----|--------------|
| 258345            |    | 258429       |
|                   |    |              |
| Total Checks Paid |    | \$179,873.15 |

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS  
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS  
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND  
ORDERED PAID

CHECKS ARE DATED  
2/5/16

2/16/16 Meeting

**AGENDA**

**FEB 16 2016**

|                      |        |    |                      |        |    |              |
|----------------------|--------|----|----------------------|--------|----|--------------|
| Payroll Check Number | 124773 | To | Payroll Check Number | 124843 | \$ | 53,585.14    |
|                      |        |    |                      |        |    |              |
| Direct Deposits      |        |    |                      |        | \$ | 850,420.31   |
|                      |        |    |                      |        |    |              |
| Payroll Check Number | 124844 | To | Payroll Check Number | 124868 | \$ | 256,231.33   |
|                      |        |    |                      |        |    |              |
| Direct Deposits      |        |    |                      |        | \$ | 390,076.04   |
|                      |        |    |                      |        |    |              |
| Federal Deposits     |        |    |                      |        | \$ | 326,814.47   |
|                      |        |    |                      |        |    |              |
| Total Payroll Paid   |        |    |                      |        | \$ | 1,877,127.29 |

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID  
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

P.O. BOX 1667  
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

January 28, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Appointment

The Montgomery County Commission, during its meeting on January 19, 2016, requested additional information regarding the Montgomery County Board of Human Resources. Attached is Alabama Code Section 38-2-7, which pertains to this board.

Should you have any questions, please contact me.

DLM/tn

Attachment

Section 38-2-7

**County boards of human resources created; composition; terms of office; meetings; duties, etc.; county director.**

There is hereby created in each county a county board of human resources, which shall consist of seven members, not less than two of whom shall be women, selected by the county commission from the citizenship of the county on the basis of their recognized interest in the public welfare; provided that in counties in which there are cities having a population of 60,000 or more, according to the last federal census, the city commission or other governing body of the city shall have equal authority with the county commission in selecting the membership of the county board of human resources. No person holding an elective public office, no person who is a candidate for election to a public office, no person who is an employee of the county department of human resources and no person who is related by consanguinity or affinity within the fourth degree or nearer under the civil law to any such officer or employee shall be a member of such county board of human resources. The members of said board shall be appointed for a term of six years, and vacancies shall be filled for the unexpired term in the same manner as above provided. The county board shall elect from its members a chairman and a secretary to serve at its pleasure. The county board shall hold meetings under rules to be established by it in conformity with the regulations of the state board, and such additional meetings as may be called by the chairman. The presence of four members at any regular or special meeting shall constitute a quorum for the transaction of all business. Members of the county board shall serve without compensation for their services as members, but shall be reimbursed for the amount of their traveling and other expenses actually paid out while in attendance at the meetings of the county board or on business of the department.

The county board, subject to the provisions of the merit system, shall appoint a county director, who shall be the executive officer of the county department, and the appointment shall be made without regard to political affiliation. The tenure of the county director shall be at the pleasure of the county board. Upon request of the local board, the state personnel department shall establish a county register of eligibles who are residents of the county in which the vacancy exists. If no appointment is made from the local register or there is no local register, then appointment shall be made from the statewide register.

It shall be the further duty of the county board to meet from time to time with the county director and to point up unmet needs in the county, to advise concerning economic conditions in the county which might affect the welfare program, to assist in informing the citizens of the public welfare program, to cooperate with other agencies, individuals and organizations in the community in the development of facilities designed for human betterment, and to advise concerning changes which would make for a more effective and efficient public welfare program.

*(Acts 1951, No. 703, p. 1211, §7; Acts 1955, No. 341, p. 763, §5; Acts 1989, No. 89-853, p. 1702, §1.)*

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**  
P.O. BOX 1667  
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

January 14, 2016

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims <sup>DLM</sup>  
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Appointment

Board Member Wallace Bush has resigned from the Montgomery County Board of Human Resources. DHR Director Karen Smith has recommended Martha Demere to serve the remainder of Mr. Bush's term which expires September 5, 2019.

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment

Montgomery County Board of Human Resources  
Appointments Made Jointly with City

**Members:**

**Term Expires:**

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

9/5/2017

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

9/5/2021

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

9/5/2019

George Goodwyn  
3608 Oak Grove Circle  
Montgomery, AL 36116

9/5/2019

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

9/5/2017

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

9/5/2021



Wallace Bush  
10521 U.S. Highway 31  
Hope Hull, AL 36043

9/5/2019

Ms. Karen Smith, Director  
County Department of Human Resources  
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

**Term: 6 years**

February 10, 2016

Mr. Elton Dean, Chairman  
MONTGOMERY COUNTY COMMISSION  
P O Box 1667  
Montgomery, AL 36102-1667

REFERENCE: PROPOSAL FOR SERVICES - MASTER PLANNING

PROJECT: MASTER PLAN OF COUNTY PARK  
LOCATED ON OLD SELMA ROAD & CANTELOU ROAD

Dear Commissioner Dean:

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to submit this proposal for "master planning phase" services for Montgomery County, Alabama. The purpose of this scope of work is to develop a master plan for a park location in Montgomery County. In accordance with our conversations about the project location we have the following understanding of the project scope.

**SCOPE OF SERVICES**

**SITE ANALYSIS**

Using GIS analysis of accumulated data and aerial photographs, site visits, input from local officials, we will become familiar with all characteristics, destinations, land uses and possible uses for the park.

**DEVELOP SCHEMATIC MASTER PLAN FOR EACH PARK**

We will participate in a community meeting led by yourself and James Williams to get residents input and build enthusiasm for the park. After this meeting with key stakeholders and site visits, plans will be developed, sketches and conceptals prepared. This park location takes on its own set of challenges and through this schematic process it will allow us to provide design direction moving forward with the park.

**Items of Interest for the Park Development:**

- Pond/Lake - Explore possible size and location of water feature location
- Lodge with kitchen, meeting room and restrooms overlooking lake with utilities
- Parking sufficient for holding events at Lodge
- Large pavilion w/ power source for 100 people and two small pavilions for 20 people; picnic tables and grills to be located along with pavilions
- Comfort Station/Restroom Facilities to support pavilion and trails

2016-2017 Montgomery County Commission Agenda  
February 10, 2016  
Montgomery County Commission  
P O Box 1667  
Montgomery, AL 36102-1667

Page Two  
Mr. Elton Dean, Chairman  
**MONTGOMERY COUNTY COMMISSION**  
February 10, 2016

- Walking trails with fitness equipment
- Playground equipment accessible to restrooms
- Entrance drive - character, landscape, and approach drives to use existing topography and terrain
- Conceptual estimates of the square footage, the related parking needs and the size of each projected building footprint will be calculated to determine the land required to satisfy the anticipated needs. Once the character and size of the structures are determined, they will be depicted strategically in the master plan
- Dock and launch facilities for non-motorized water craft
- Boardwalks to maximize usability of the site and allow park-goers to navigate through low lying areas.
- Fishing piers to make pond/lake more accessible for fishing.
- Storage & Maintenance Building for kayaks and canoes near water
- Utilize our Engineers to determine how much gravel/dirt can be mined from site
- Utilize our Environmental Engineers as needed for stream and/or wetland determinations
- Existing Sheriff Training Facility needs a classroom addition
- Phase 2 of Park to explore options for sports recreation; options for baseball and multipurpose fields

#### **FINAL DESIGN AND COMPLETION**

With your input we will complete the Master Plan Phase for the park. The final plan will be printed large boards approximately 24x36. The Master Plan will include a narrative of the plan elements and work items identified in this proposal. All recommendations will be presented on maps, sketches and/or written text as necessary to convey the concepts and recommendations. A budget cost estimate will be provided for the park. Consultant will provide the client with 3 copies of the final master plan and a pdf/electronic version suitable for reproduction.

1. Final Master Plan shall include:
  - a) Color illustrations of site plan view.
  - b) Complete narrative descriptions of plan recommendations

Page Three  
Mr. Elton Dean, Chairman  
MONTGOMERY COUNTY COMMISSION  
February 10, 2016

**COMPENSATION**

Compensation will be hourly not to exceed \$20,000.00 plus the reimbursement of expenses incurred in the course of providing the services. We estimate these reimbursables, mostly for printing of the project deliverables, to be no more than \$750.00. Hourly rate sheet attached.

**SCHEDULE**

GMC is prepared to begin these services immediately upon notice. It is anticipated that these services will require at least two months possibly three depending on the availability and response time of the client. However, GMC is prepared to move as quickly as the Owner mandates.

If this proposal meets with your approval, please signify by adding your signature below.

We look forward to partnering with your team to create a great park and addition to Montgomery County.

Sincerely,



John B. Bricken III, RLA, ASLA  
Vice President Landscape Architecture

cc: Bill Wallace, AIA  
David Reed, PE  
Galen Thackston, PE

AGREED:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## Rate Schedule June 2015 - June 2016

**Principal Architect/Engineer****\$240.00 per hour**

|                   |                     |                              |
|-------------------|---------------------|------------------------------|
| Steve Cawood, PE  | David Reed, PE, PLS | George Goodwyn, PE           |
| Bill Wallace, AIA | Jeffrey Brewer, AIA | Galen Thackston, PE, LEED GA |

**Senior Architect/Engineer/Planner****\$190.00 per hour**

|                                 |                         |                               |                                 |                               |
|---------------------------------|-------------------------|-------------------------------|---------------------------------|-------------------------------|
| Freddie Lynn, Jr., AIA, LEED GA | James Bagley, AIA       | Euel Screws, PE               | Bob Carter, PE, PLS             | Bruce Bodner, PE              |
| Tracy Bassett, AIA              | Mike Keeshen, AIA       | Burns Whittaker, PE           | John Averrett, PE, LEED         | Mike Hamrick, AIA             |
| Chris Engel, AIA, LEED BD+C     | Mark Tiller, AIA        | Burt Hankins, PE, PLS         | David Parker, PE                | Larry Watts, FAICP            |
| Yann Cowart, AIA                | Gary Greensheilds, AIA  | Rick Welding, AIA             | Al Allenback                    | Gregory P. (Chuck) Jones, AIA |
| Derril Strickland, PE           | Mark Coyle, AIA         | Buddy Koonce, PE              | Jimmy Highers                   | Jim Fibbe, PE                 |
| Kevin Wales, PE                 | Gary Owen, AIA, LEED GA | Steve Alby, AIA, LEED         | Sara Butler, AIA, LEED GA       | Paul Fridl, AIA               |
| Robert Gray, AIA                | Paul Anderson, AIA      | Kevin Laird, PE               | Jennifer Landry, NCIDQ, LEED GA |                               |
| Doug Seagle, PE                 | Bobby Kemp, PE          | Cathy Gerachis, ASLA, LEED GA | Robert Littleton, AIA           | Carla Young, AIA              |
| Charles Powell, PE              | Chuck Faulkner, PE      | Greg Edrington, PE            | Murray Dodd, PE                 |                               |

**Architect/Engineer I/Interior Design I/Project Manager I/Hydrogeologist****\$170.00 per hour**

|                               |                           |                             |                          |                    |
|-------------------------------|---------------------------|-----------------------------|--------------------------|--------------------|
| Jof Mehaffey, PWS             | Jeff Fennell, PE          | Rick Clay, PLS              | Chris Eckroate, PE, LEED |                    |
| Keith Strickland, PE          | Jim Walker, AIA, LEED GA  | Josh Pierce, PE             | Bobby McClure            | Ed Niel, PLS       |
| Natalie Hobbs, PE             | Lee Walters, PWS          | Heath Reed, PE, PLS         | Cedric Campbell, PE      | James Robinson, PG |
| Rebecca Baird, ASID           | Jeffrey Slaton, AIA, LEED | Melanie Lang                | Leonard Robinson, AIA    | Bonnie Austin, AIA |
| Jymalyn Redmond               | Jeremy Sasser, PE         | Bryant Griffin, PE, LEED GA | Max Vaughn, PE           | Stephen Karas, PE  |
| Michael McNeill, PE           | Gerald Clark, ASLA        | Kenneth Shelton, PE         | Topper Parham, AIA       | Tim Blaydes, PE    |
| Jacqui Hart, NCIDQ, AIA, LEED | Derek Howard, AIA         | Marvin Coker                | Ben Whittenburg, AIA     | John Hoover        |
| Nadine Nacy                   | Jeffrey Miller, AIA, LEED | John Bricken, ASLA, LEED GA | Patrick Neuber, AIA      | Alexa Turner       |
| Lance Bellenger               |                           |                             |                          |                    |

**Architect/Engineer II/Interior Design II/Project Manager II/Land Surveyor/Ecologist****\$150.00 per hour**

|                         |                            |                     |                         |                           |
|-------------------------|----------------------------|---------------------|-------------------------|---------------------------|
| Andy Perry, PE          | Cole Williams, PE, LEED GA | Trent Catron, NCIDQ | Russ Roberts, PE        | Chris Beasley             |
| Wheeler Crook, PE       | Kirk Clayton, PLS          | Lamar Davis, CSI    | Susan McGallagher       | Jill Puncochar Hall, IIDA |
| Amy Bell, AIA, LEED GA  | Juan Gacha, PE             | Sheppard Dearing    | Richard Painter, AIA    | Denise King, PE           |
| Catherine Brooks, NCIDQ | Scott Campbell             | Kenny Shelton       | Tim Smitherman, LEED GA |                           |

**Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist****\$130.00 per hour**

|                               |                       |                          |                             |                         |
|-------------------------------|-----------------------|--------------------------|-----------------------------|-------------------------|
| Alecia Brightwell, PE         | Stuart Blackwell, PWS | Rob Carlton, PWS         | Anthony Sorace, PE          | Hieu Vo                 |
| Rusty Blackwell, PLS, LEED GA | Ryan Pearce, PE       | DeAnn Grantham, PE       | Kyonta Smith                | Gary Brown, CPESC, LEED |
| Adam Ingram, PE, PLS          | Matthew King          | Catarina Echols, LEED    | Tony Reid, PE               | Dale Brasher, ASLA      |
| William McLemore, PE, LEED GA | Kevin Kempke          | Mary Catherine Price, PE | Marisa Lappin               | Patrick Cox             |
| Milvia Gonzalez               | Soraya Saffouri       | Justin Barrett, PE       | Nick Gant, PE               | Edward Smith            |
| Shannon Bittle                | Crystal Fowler        | Gary Pitzing             | Joe Pester                  | Chris Murphy            |
| Andrew Fuller                 | Lori Smith, LEED GA   | James Sloan, AIA         | Brandon Bias, AICP, LEED GA |                         |
| Erik Consuegra                | Nicole Truitt         |                          |                             |                         |

**Intern II/Architect/Engineer/Biologist/Resource Analyst/Airport Planner****\$110.00 per hour**

|                    |                         |                       |                       |                     |
|--------------------|-------------------------|-----------------------|-----------------------|---------------------|
| Melissa Mehaffey   | Matt Walker, PE         | Justin Edwards, CPESC | Grant Dozier, LEED GA | Cody Reed, PE       |
| Jordan Russell, EI | Elizabeth Stallings, EI | Tanner Backman        | Sam Noble, PE         | Michelle Conway, PE |
| Joseph Herman      | Dustin Murphy           | Hillary Morgan        | John Holt             | Stacey Browning     |
| Andrew King        | Kathryn Strickland      | Case O'dell           | Olivier Busagara      | Dustin Till         |
| Lisa Bowen-Whaley  | Debbie Park             | Cameron Weldy         | Johanna Nemetz        | Lauren Sanford      |
| Jared Ramirez      | Matt Thomason           | Bobby Douglass        | Cory Shoop            | Jeremy Huang        |
| Jessica Haag       | Tabb Samford            | Cole Robison          | Rachel Crafton        |                     |

**CADD Technical I****\$105.00 per hour**

|                |               |               |                  |
|----------------|---------------|---------------|------------------|
| Margie Lambert | Frank Noble   | Jeff Smith    | Nathan McFarland |
| Kevin Jett     | Angela Salter | Lauren Rainey |                  |

**CADD Technical II/Draftsman II/Planner II**

|                |                   |
|----------------|-------------------|
| Jason Price    | Kevin Downing     |
| Brent Tucker   | Sarah Ray         |
| Larry Stavish  | Jason Atkins      |
| Tom McElroy    | Christian Wakeman |
| Skip Dickinson | James Patten      |

John Sumerlin  
Wes Spires  
Frank Wang  
Justin Barker

Jim Perry  
Dianne Massey  
Donald Jackson  
Adam Clinard

**\$90.00 per hour**  
Kurt Hankins  
Mark Hornhorst  
Matt Pate  
Travis McKnight

**CADD Technical III**

|            |                  |
|------------|------------------|
| T.C. Parks | Jeffrey Franklin |
|------------|------------------|

Adam Clinard

**\$80.00 per hour**

**Construction Administration/ROW Acquisition**

|                  |                  |
|------------------|------------------|
| David Langford   | Dale Brewster    |
| Jeremy Lewis     | Jay Turner       |
| Bo Boykin        | Brian Doss       |
| Charlie Harris   | Russell Stokes   |
| Terrance Duke    | Christopher Bell |
| David Waters     | John Turner      |
| Brent Maddox     | Jason Pierce     |
| DeAndrea Sellers | Jason Moorehouse |
| David Miller     | Loren Robinson   |

Judy Jones  
Terry Staggs  
Mike Brown  
Donnie Earnest  
Alex Staton  
Jamie Faust  
Jared Andrews  
Jody Scales  
Daniel Brown

Steve Pendley  
Michael McNeely  
Dale Robertson  
Jeff Bell  
Ted Arrington  
Michael Camp  
Bobby Spencer  
Jim Sullivan

**\$125.00 per hour**  
Mike Swinson  
Mark Butcher  
Tylon Smith  
Forrest Milstead  
Don Rector  
Jason McCord  
Jeff White  
Amos Daniels

**Administrative**

|                 |                  |
|-----------------|------------------|
| Jana Bence, CDT | Beth Bianchi     |
| Pat Dew         | Tammy Huff       |
| Renee Fowler    | Patricia Gerecht |
| Missy Lee       | Ashley Morris    |
| Sue Jones       | Tori Miller      |

Carrie Day  
Linda Geistman, LEED GA  
Patsy Stinson  
Tiffany Adams  
Kaci Bledsole

Lanita Evans  
Lauren Vinson  
Rebecca Connell  
Elizabeth Cox  
Jane Lynch

**\$70.00 per hour**  
Andrea Hodges  
LuAnn Bowser  
Dustie Dwyer  
Carli Small, LEED GA

**Surveying**

Party Chief  
Two-Man Survey Party w/GPS  
Three-Man Survey Party w/GPS; PLS

**\$100.00 per hour**  
**\$135.00 per hour**  
**\$150.00 per hour**

(Updated 8/06/15)

February 10, 2016

Mr. Elton Dean, Chairman  
MONTGOMERY COUNTY COMMISSION  
P O Box 1667  
Montgomery, AL 36102-1667

REFERENCE: PROPOSAL FOR SERVICES - MASTER PLANNING

PROJECT: MASTER PLAN OF COUNTY PARK  
LOCATED ON HIGHWAY 231 & TROTMAN ROAD

Dear Commissioner Dean:

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to submit this proposal for "master planning phase" services for Montgomery County, Alabama. The purpose of this scope of work is to develop a master plan for a park location in Montgomery County. In accordance with our conversations about the project location we have the following understanding of the project scope.

**SCOPE OF SERVICES**

**SITE ANALYSIS**

Using GIS analysis of accumulated data and aerial photographs, site visits, input from local officials, and previous studies we will become familiar with all characteristics, destinations, land uses and possible uses for each park.

**DEVELOP SCHEMATIC MASTER PLAN FOR EACH PARK**

We will participate in a community meeting led by yourself and James Williams to get residents input and build enthusiasm for the park. After this meeting with key stakeholders and site visits, plans will be developed, sketches and conceptals prepared. This park location takes on its own set of challenges and through this schematic process it will allow us to provide design direction moving forward with the park.

**HIGHWAY 231 & TROTMAN ROAD**

- Working with other design plans to incorporate an overall master plan for the frontage property on Highway 231 with tying it back to the future sports complex and Pike Road Property on Trotman Road.
- Trails and Boardwalks will be routed along existing features to create a "Creek Trail" connection to both parks

4-2

Page Two  
Mr. Elton Dean, Chairman  
MONTGOMERY COUNTY COMMISSION  
February 10, 2016

- Explore a building location for the Extension Service to be located with parking to support
- Provide for additional trails around the existing ponds on site.
- Utilize our Environmental Engineers as needed for stream and/or wetland determinations

#### **FINAL DESIGN AND COMPLETION**

With your input we will complete the Master Plan Phase for the park. The final plan will be printed large boards approximately 24x36. The Master Plan will include a narrative of the plan elements and work items identified in this proposal. All recommendations will be presented on maps, sketches and/or written text as necessary to convey the concepts and recommendations. A budget cost estimate will be provided for the park. Consultant will provide the client with 3 copies of the final master plan and a pdf/electronic version suitable for reproduction.

1. Final Master Plan shall include:
  - a) Color illustrations of site plan view.
  - b) Complete narrative descriptions of plan recommendations

#### **COMPENSATION**

Compensation will be hourly not to exceed \$20,000.00 plus the reimbursement of expenses incurred in the course of providing the services. We estimate these reimbursables, mostly for printing of the project deliverables, to be no more than \$750.00. Hourly rate sheet attached.

#### **SCHEDULE**

GMC is prepared to begin these services immediately upon notice. It is anticipated that these services will require at least two months possibly three depending on the availability and response time of the client. However, GMC is prepared to move as quickly as the Owner mandates.

1. The Commission shall receive a copy of the Master Plan for the park.  
2. The Commission shall receive a copy of the Master Plan for the park.  
3. The Commission shall receive a copy of the Master Plan for the park.  
4. The Commission shall receive a copy of the Master Plan for the park.  
5. The Commission shall receive a copy of the Master Plan for the park.



Page Three  
Mr. Elton Dean, Chairman  
**MONTGOMERY COUNTY COMMISSION**  
February 10, 2016

If this proposal meets with your approval, please signify by adding your signature below.

We look forward to partnering with your team to create a great park and addition to Montgomery County.

Sincerely,

John B. Bricken III, RLA, ASLA  
Vice President Landscape Architecture

cc: Bill Wallace, AIA  
David Reed, PE  
Galen Thackston, PE

AGREED:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
OFFICE: \_\_\_\_\_

4-4



## Rate Schedule June 2015 - June 2016

|                                                                                                   |                            |                               |                                 |                               |
|---------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|---------------------------------|-------------------------------|
| <b>Principal Architect/Engineer</b>                                                               |                            |                               |                                 | <b>\$240.00 per hour</b>      |
| Steve Cawood, PE                                                                                  | David Reed, PE, PLS        | George Goodwyn, PE            |                                 |                               |
| Bill Wallace, AIA                                                                                 | Jeffrey Brewer, AIA        | Galen Thackston, PE, LEED GA  |                                 |                               |
| <b>Senior Architect/Engineer/Planner</b>                                                          |                            |                               |                                 | <b>\$190.00 per hour</b>      |
| Freddie Lynn, Jr., AIA, LEED GA                                                                   | James Bagley, AIA          | Euel Screws, PE               | Bob Carter, PE, PLS             | Bruce Bodner, PE              |
| Tracy Bassett, AIA                                                                                | Mike Keeshen, AIA          | Burns Whittaker, PE           | John Averrett, PE, LEED         | Mike Hamrick, AIA             |
| Chris Engel, AIA, LEED BD+C                                                                       | Mark Tiller, AIA           | Burt Hankins, PE, PLS         | David Parker, PE                | Larry Watts, FAICP            |
| Yann Cowart, AIA                                                                                  | Gary Greensheilds, AIA     | Rick Welding, AIA             | Al Allenback                    | Gregory P. (Chuck) Jones, AIA |
| Derril Strickland, PE                                                                             | Mark Coyle, AIA            | Buddy Koonce, PE              | Jimmy Highers                   | Jim Fibbe, PE                 |
| Kevin Wales, PE                                                                                   | Gary Owen, AIA, LEED GA    | Steve Alby, AIA, LEED         | Sara Butler, AIA, LEED GA       | Paul Fridl, AIA               |
| Robert Gray, AIA                                                                                  | Paul Anderson, AIA         | Kevin Laird, PE               | Jennifer Landry, NCIDQ, LEED GA |                               |
| Doug Seagle, PE                                                                                   | Bobby Kemp, PE             | Cathy Gerachis, ASLA, LEED GA | Robert Littleton, AIA           | Carla Young, AIA              |
| Charles Powell, PE                                                                                | Chuck Faulkner, PE         | Greg Edrington, PE            | Murray Dodd, PE                 |                               |
| <b>Architect/Engineer I/Interior Design I/Project Manager I/Hydrogeologist</b>                    |                            |                               |                                 | <b>\$170.00 per hour</b>      |
| Jof Mehaffey, PWS                                                                                 | Jeff Fennell, PE           | Rick Clay, PLS                | Chris Eckroate, PE, LEED        |                               |
| Keith Strickland, PE                                                                              | Jim Walker, AIA, LEED GA   | Josh Pierce, PE               | Bobby McClure                   | Ed Niel, PLS                  |
| Natalie Hobbs, PE                                                                                 | Lee Walters, PWS           | Heath Reed, PE, PLS           | Cedric Campbell, PE             | James Robinson, PG            |
| Rebecca Baird, ASID                                                                               | Jeffrey Slaton, AIA, LEED  | Melanie Lang                  | Leonard Robinson, AIA           | Bonnie Austin, AIA            |
| Jymalyn Redmond                                                                                   | Jeremy Sasser, PE          | Bryant Griffin, PE, LEED GA   | Max Vaughn, PE                  | Stephen Karas, PE             |
| Michael McNeill, PE                                                                               | Gerald Clark, ASLA         | Kenneth Shelton, PE           | Topper Parham, AIA              | Tim Blaydes, PE               |
| Jacqui Hart, NCIDQ, AIA, LEED                                                                     | Derek Howard, AIA          | Marvin Coker                  | Ben Whittenburg, AIA            | John Hoover                   |
| Nadine Nacy                                                                                       | Jeffrey Miller, AIA, LEED  | John Bricken, ASLA, LEED GA   | Patrick Neuber, AIA             | Alexa Turner                  |
| Lance Bellenger                                                                                   |                            |                               |                                 |                               |
| <b>Architect/Engineer II/Interior Design II/Project Manager II/Land Surveyor/Ecologist</b>        |                            |                               |                                 | <b>\$150.00 per hour</b>      |
| Andy Perry, PE                                                                                    | Cole Williams, PE, LEED GA | Trent Catron, NCIDQ           | Russ Roberts, PE                | Chris Beasley                 |
| Wheeler Crook, PE                                                                                 | Kirk Clayton, PLS          | Lamar Davis, CSI              | Susan Gallagher                 | Jill Puncocchar Hall, IIDA    |
| Amy Bell, AIA, LEED GA                                                                            | Juan Gacha, PE             | Sheppard Dearing              | Richard Painter, AIA            | Denise King, PE               |
| Catherine Brooks, NCIDQ                                                                           | Scott Campbell             | Kenny Shelton                 | Tim Smitherman, LEED GA         |                               |
| <b>Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist</b> |                            |                               |                                 | <b>\$130.00 per hour</b>      |
| Alecia Brightwell, PE                                                                             | Stuart Blackwell, PWS      | Rob Carlton, PWS              | Anthony Sorace, PE              | Hieu Vo                       |
| Rusty Blackwell, PLS, LEED GA                                                                     | Ryan Pearce, PE            | DeAnn Grantham, PE            | Kyonta Smith                    | Gary Brown, CPESC, LEED       |
| Adam Ingram, PE, PLS                                                                              | Matthew King               | Catarina Echols, LEED         | Tony Reid, PE                   | Dale Brasher, ASLA            |
| William McLemore, PE, LEED GA                                                                     | Kevin Kempke               | Mary Catherine Price, PE      | Marisa Lappin                   | Patrick Cox                   |
| Milvia Gonzalez                                                                                   | Soraya Saffouri            | Justin Barrett, PE            | Nick Gant, PE                   | Edward Smith                  |
| Shannon Bittle                                                                                    | Crystal Fowler             | Gary Pitzing                  | Joe Pester                      | Chris Murphy                  |
| Andrew Fuller                                                                                     | Lori Smith, LEED GA        | James Sloan, AIA              | Brandon Bias, AICP, LEED GA     |                               |
| Erik Consuegra                                                                                    | Nicole Truitt              |                               |                                 |                               |
| <b>Intern II/Architect/Engineer/Biologist/Resource Analyst/Airport Planner</b>                    |                            |                               |                                 | <b>\$110.00 per hour</b>      |
| Melissa Mehaffey                                                                                  | Matt Walker, PE            | Justin Edwards, CPESC         | Grant Dozier, LEED GA           | Cody Reed, PE                 |
| Jordan Russell, EI                                                                                | Elizabeth Stallings, EI    | Tanner Backman                | Sam Noble, PE                   | Michelle Conway, PE           |
| Joseph Herman                                                                                     | Dustin Murphy              | Hillary Morgan                | John Holt                       | Stacey Browning               |
| Andrew King                                                                                       | Kathryn Strickland         | Case O'dell                   | Olivier Busagara                | Dustin Till                   |
| Lisa Bowen-Whaley                                                                                 | Debbie Park                | Cameron Weldy                 | Johanna Nemetz                  | Lauren Sanford                |
| Jared Ramirez                                                                                     | Matt Thomason              | Bobby Douglass                | Cory Shoop                      | Jeremy Huang                  |
| Jessica Haag                                                                                      | Tabb Samford               | Cole Robison                  | Rachel Crafton                  |                               |
| <b>CADD Technical I</b>                                                                           |                            |                               |                                 | <b>\$105.00 per hour</b>      |
| Margie Lambert                                                                                    | Frank Noble                | Jeff Smith                    | Nathan McFarland                | William Benyo Jr.             |
| Kevin Jett                                                                                        | Angela Salter              | Lauren Rainey                 |                                 |                               |

**CADD Technical II/Draftsman II/Planner II**

|                |                   |
|----------------|-------------------|
| Jason Price    | Kevin Downing     |
| Brent Tucker   | Sarah Ray         |
| Larry Stavish  | Jason Atkins      |
| Tom McElroy    | Christian Wakeman |
| Skip Dickinson | James Patten      |

John Sumerlin  
Wes Spires  
Frank Wang  
Justin Barker

Jim Perry  
Dianne Massey  
Donald Jackson  
Adam Clinard

**\$90.00 per hour**  
Kurt Hankins  
Mark Hornhorst  
Matt Pate  
Travis McKnight

**CADD Technical III**

|            |                  |
|------------|------------------|
| T.C. Parks | Jeffrey Franklin |
|------------|------------------|

Adam Clinard

**\$80.00 per hour**

**Construction Administration/ROW Acquisition**

|                  |                  |
|------------------|------------------|
| David Langford   | Dale Brewster    |
| Jeremy Lewis     | Jay Turner       |
| Bo Boykin        | Brian Doss       |
| Charlie Harris   | Russell Stokes   |
| Terrance Duke    | Christopher Bell |
| David Waters     | John Turner      |
| Brent Maddox     | Jason Pierce     |
| DeAndrea Sellers | Jason Moorehouse |
| David Miller     | Loren Robinson   |

Judy Jones  
Terry Staggs  
Mike Brown  
Donnie Earnest  
Alex Staton  
Jamie Faust  
Jared Andrews  
Jody Scales  
Daniel Brown

Steve Pendley  
Michael McNeely  
Dale Robertson  
Jeff Bell  
Ted Arrington  
Michael Camp  
Bobby Spencer  
Jim Sullivan

**\$125.00 per hour**  
Mike Swinson  
Mark Butcher  
Tylon Smith  
Forrest Milstead  
Don Rector  
Jason McCord  
Jeff White  
Amos Daniels

**Administrative**

|                 |                  |
|-----------------|------------------|
| Jana Bence, CDT | Beth Bianchi     |
| Pat Dew         | Tammy Huff       |
| Renee Fowler    | Patricia Gerecht |
| Missy Lee       | Ashley Morris    |
| Sue Jones       | Tori Miller      |

Carrie Day  
Linda Geistman, LEED GA  
Patsy Stinson  
Tiffany Adams  
Kaci Bledsole

Lanita Evans  
Lauren Vinson  
Rebecca Connell  
Elizabeth Cox  
Jane Lynch

**\$70.00 per hour**  
Andrea Hodges  
LuAnn Bowser  
Dustie Dwyer  
Carli Small, LEED GA

**Surveying**

Party Chief  
Two-Man Survey Party w/GPS  
Three-Man Survey Party w/GPS; PLS

**\$100.00 per hour**  
**\$135.00 per hour**  
**\$150.00 per hour**

## Theresa LeGrady

**From:** Donald Mims  
**Sent:** Wednesday, February 10, 2016 9:22 PM  
**To:** Theresa LeGrady  
**Cc:** Tammy Nix  
**Subject:** Fwd: Montgomery County Park Proposals  
**Attachments:** Montgomery County Commission Old Selma Rd..pdf; ATT00001.htm; montgomery county park Hwy 231 Trotman Rd..pdf; ATT00002.htm

Theresa,  
Place these 2 separate proposals on the agenda in place of the one agenda item from GM & Cawood.

Sent from my iPhone

Begin forwarded message:

**From:** John Bricken <[john.bricken@gmcnetwork.com](mailto:john.bricken@gmcnetwork.com)>  
**Date:** February 10, 2016 at 8:51:46 PM CST  
**To:** "donaldmims@mc-ala.org" <[donaldmims@mc-ala.org](mailto:donaldmims@mc-ala.org)>  
**Cc:** Bill Wallace <[bill.wallace@gmcnetwork.com](mailto:bill.wallace@gmcnetwork.com)>, David Reed <[David.Reed@gmcnetwork.com](mailto:David.Reed@gmcnetwork.com)>, Galen Thackston <[GThackston@gmcnetwork.com](mailto:GThackston@gmcnetwork.com)>  
**Subject:** Montgomery County Park Proposals

Donnie,  
Attached are both proposals for each park. Old Selma Rd. Proposal and Hwy. 231 / Trotman Rd. Proposal  
I revised the reimbursable to \$750 for each proposal totaling \$1,500.00 per our conversation.  
Thanks!  
John

John B. Bricken III RLA, ASLA  
Vice President of Landscape Architecture

TEL 351.271.3200  
FAX 351.272.1560

[www.jbricken.com](http://www.jbricken.com)  
2000 East Chase Lane

Suite 200  
Montgomery AL 36117

GOODWYN | MILLS | CAWOOD  
GMCNETWORK.COM

This email and any attached files are confidential and intended solely for the intended recipient(s). If you are not the named recipient you should not read, distribute, copy or alter this email. Any views or opinions expressed in this email are those of the author and do not represent those of the company. Warning: Although precautions have been taken to make sure no viruses are present in this email, the company cannot accept responsibility for any loss or damage that arise from the use of this email or attachments.

## STATE OF ALABAMA

## COUNTY OF MONTGOMERY

### AGREEMENT

**WHEREAS**, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

**WHEREAS**, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$25,000.00 for the second guaranteed bed. Payments of \$6,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such

- counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
  8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
  9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
  10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
  11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
  12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the

Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the CARL JOHNSON of its CHAIRMAN on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

AUTAUGA COUNTY

x [Signature]  
ADMINISTRATOR/CLERK/  
TREASURER

x [Signature]  
CHAIRMAN

## STATE OF ALABAMA

## COUNTY OF MONTGOMERY

### AGREEMENT

**WHEREAS**, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

**WHEREAS**, **Butler County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 12 day of October, 2015.

ATTEST

MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kilpatrick  
ADMINISTRATOR/CLERK/  
TREASURER

Daveel Sander  
CHAIRMAN



**DARRELL SANDERS**  
CHAIRMAN

**DIANE KILPATRICK**  
COUNTY ADMINISTRATOR

**DENNIS MCCALL**  
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1

JESSE F. MCWILLIAMS, III, DISTRICT 2

FRANK A. HICKMAN, DISTRICT 3

ALLIN WHITTLE, DISTRICT 4

DARRELL SANDERS, DISTRICT 5

## BUTLER COUNTY COMMISSION

202 PATSALIGA ST  
P.O. BOX 756  
GREENVILLE, ALABAMA 36037  
(334) 382-3612 Phone (334) 382-3506 Fax  
e-mail [butlercc@butlercoal.us](mailto:butlercc@butlercoal.us)  
[www.butlercountyal.com](http://www.butlercountyal.com)

October 12, 2015

Ms. Brandy Alexander  
Juvenile Detention Center Director  
1111 Airbase Blvd.  
Montgomery, AL 36108

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2015-2016. The Agreement was passed by unanimous vote of the Butler County Commission this morning and signed by Darrell Sanders, Chairman of the Butler County Commission.

Please forward a fully executed copy back to me once the Chairman of the Montgomery County Commission has approved and signed.

Should you have questions or require anything further, please do not hesitate to call me.

Sincerely,

Diane Kilpatrick, County Administrator  
Butler County Commission

/dk  
enc

**STATE OF ALABAMA**

**COUNTY OF MONTGOMERY**

**AGREEMENT**

**WHEREAS**, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

**WHEREAS**, **Chilton County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed above their allotted number.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

1 P. 1  
MONTGOMERY COUNTY YOUTH FACILITY

RECEIVED BY CHILTON COUNTY JUVENILE COURT  
JAN. 4. 2016 8:52AM

5-9

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the \_\_\_\_\_ of its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

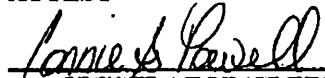
MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

CHILTON COUNTY

  
\_\_\_\_\_  
ADMINISTRATOR/CLERK/  
TREASURER

  
\_\_\_\_\_  
CHAIRMAN

RECEIVED  
MONTGOMERY COUNTY  
JAN 12 2016

RECEIVED  
CHILTON COUNTY  
JAN 12 2016

## STATE OF ALABAMA

## COUNTY OF MONTGOMERY

### AGREEMENT

**WHEREAS**, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

**WHEREAS**, **Elmore County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a second and third bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the

Juvenile Detention Director. Elmore County will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between Elmore County and Montgomery County, then said Elmore County agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and Elmore County has caused this instrument to be executed by the Chairman of its County Commission on the 26th day of October, 2015.

ATTEST

MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

ELMORE COUNTY

*Karen McDuffie*  
ADMINISTRATOR/CLERK/  
TREASURER

*Dan B.*  
CHAIRMAN

## ALABAMA DEPARTMENT OF YOUTH SERVICES

### LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Elmore County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

#### WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2015 through September 30, 2016, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

**Indicate Detention Center chosen by County to receive funds below: /**

Montgomery County

  
Chairman, County Commission

### ALABAMA DEPARTMENT OF YOUTH SERVICES

\_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

\_\_\_\_\_  
Legal Counsel (Approved as to form only)  
Department of Youth Services

## **STATE OF ALABAMA**

### **COUNTY OF MONTGOMERY**

#### **AGREEMENT**

**WHEREAS**, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

**WHEREAS**, **Monroe County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. **Montgomery County** does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify **Montgomery County**, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of **Montgomery County**. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case **Montgomery County** to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold **Montgomery County** harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The **Montgomery County** Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against **Montgomery County** Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and **Montgomery County**, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in **Montgomery County, Alabama**.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, **Montgomery County** has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the \_\_\_\_\_ of its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

*Gwendolyn O. Richardson*  
ADMINISTRATOR/CLERK/  
TREASURER

MONROE COUNTY

*Shirley Ann*  
CHAIRMAN

**STATE OF ALABAMA )**

**OCTOBER 27, 2015**

On this the 27th day of October 2015, the Governing Body of said County Commission of Monroe County Alabama, pursuant to adjournment said Body and Commission having met a quorum present at a Regular Meeting on October 13, 2015 and being now in Lawful Term and in Regular Session of said Commission with the following members present as said meeting.

Greg Norris, President, Monroe County Commission  
 Henry C. Childs, Member, Monroe County Commission, Dist 1  
 Joe McKissick, Monroe County Commission, Dist 2  
 Billy Ghee, Member, Monroe County Commission, Dist 3  
 Corey Morrow, Member, Monroe County Commission, Dist 4

Whereupon said Body and Commission proceeded lawfully regularly to business unanimously (except as hereinafter set out and shown). Made Adopted and entered the following Orders, Contract, and Resolution, and proceedings, of said County and paid the following claims to wit:

***A MOTION***

Billy Ghee moved that the Monroe County Commission adopt the agenda as printed.

***ATTACHMENT#1***

Joe McKissick seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

***A MOTION***

Joe McKissick moved that the Monroe County Commission approve the minutes and miscellaneous claims as prepared by the Chief Administrator as read.

***ATTACHMENT #2***

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

***A MOTION***

Henry Childs moved that the Monroe County Commission approve Christmas music package with WMFC Radio Station.

5-19

|                         |                  |         |
|-------------------------|------------------|---------|
| FOB Cost per ton        | 418.30           | 425.92  |
| Demurrage cost per hour | \$65.00 per hour | \$75.00 |

***A MOTION***

Billy Ghee moved that the Monroe County Commission approve to allow the Engineer to compare to State bid and come back at next meeting with a recommendation.

Henry Childs seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

***A MOTION***

Billy Ghee moved that the Monroe County Commission approve Resolution to Transfer 1623,028.08 from Secondary Road Fund to the RRR Fund to pay for County Road 1 ACNU 61366-ATRP (001).

***ATTACHMENT #3***

Joe McKissick seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

***A MOTION***

Joe McKissick moved that the Monroe County Commission approve Resolution for Pre Application for next year's FFA Grant.

***ATTACHMENT#4***

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

***A MOTION***

Corey Morrow moved that the Monroe County Commission approve an agreement with Montgomery County Commission who operates the Montgomery County Youth Facility for our allotted DYS bed at the sum of \$85 per day for juvenile housed.

***ATTACHMENT #5***

Henry Childs seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

Henry Childs moved that the Monroe County Commission approve Personnel:

**PERSONNEL:**

**MUSEUM DEPARTMENT:**

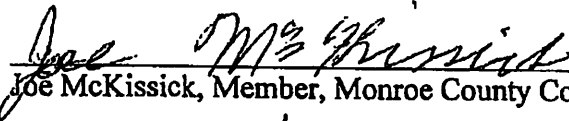
**NATHAN CARTER**-EFFECTIVE OCTOBER 19, 2015 HIRED AS DIRECTOR OF SITES AT \$30,000 PER YEAR PLUS BENEFITS.

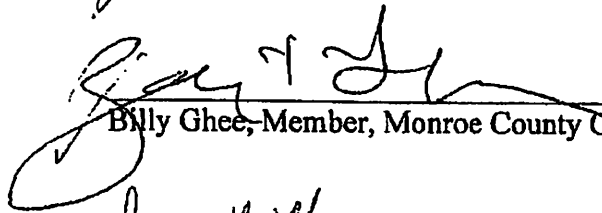
Corey Morrow seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

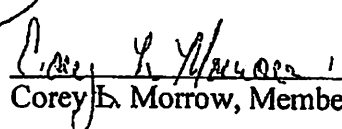
The County Commission having been in Regular Session on October 27, 2015 thereafter at a Regular Meeting on November 10, 2015 at the Regular Time and Place at the Monroe County Courthouse in the City of Monroeville, Alabama.

\_\_\_\_\_  
Greg Norris, President, Monroe County Commission

  
\_\_\_\_\_  
Henry C. Childs, Member, Monroe County Commission, Dist 1

  
\_\_\_\_\_  
Joe McKissick, Member, Monroe County Commission, Dist 2

  
\_\_\_\_\_  
Billy Ghee, Member, Monroe County Commission, Dist 3

  
\_\_\_\_\_  
Corey B. Morrow, Member, Monroe County Commission, Dist 4

ATTEST:

\_\_\_\_\_  
Chief Administrator

## STATE OF ALABAMA

## COUNTY OF MONTGOMERY

### AGREEMENT

**WHEREAS**, the **City of Prattville**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

**NOW, THEREFORE, WITNESS THIS AGREEMENT** by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one bed to the City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$15,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between **the City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract also upholds a set bed amount of \$20,000 for fiscal year 2016 – 2017, guaranteed only to the City of Prattville.

14. This contract shall be for a period of nine months except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the Mayor of its \_\_\_\_\_ on the 15<sup>th</sup> day of December, 2015.

ATTEST

MONTGOMERY COUNTY

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Davidson, City Clerk  
ADMINISTRATOR/CLERK/  
TREASURER

Bill Hilleman  
CHAIRMAN Mayor

## RESOLUTION

[To Amend the Budget and to Authorize the Mayor to Enter into an Agreement with Montgomery County to Guarantee One (1) Bed Space for Juvenile Offenders at the Montgomery County Youth Facility at a Cost Not to Exceed \$15,000.00.]

**WHEREAS**, Montgomery County operates a youth detention facility; and

**WHEREAS**, the City of Prattville has a need to utilize said youth facility; and

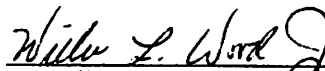
**WHEREAS**, Montgomery County will guarantee one (1) bed space for juvenile offenders for the City of Prattville, at the Montgomery County Youth Facility, at a cost not to exceed \$15,000.00 for the remainder of FY2016.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Prattville that FY2016 Budget Line Item Police Department/Equipment Maintenance is hereby decreased \$15,000.00 and FY2016 Budget Line Item Police Department/Misc. Contract Services is hereby increased \$15,000.00.

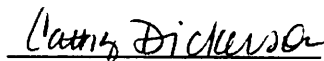
**BE IT FURTHER RESOLVED** that funds in the amount of \$15,000.00 are hereby authorized and approved to be paid to Montgomery County for the guarantee of one (1) bed space at the Montgomery County Youth Facility and said funds are approved and appropriated from FY2016 Budget Line Item Police Department/Misc. Contract Services.

**BE IT FURTHER RESOLVED** by the City Council of the City of Prattville that the Mayor is hereby authorized and empowered to execute any and all documents to enter into a contract with Montgomery County for use of the youth detention facility.

**ADOPTED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2015.**

  
By: Willie L. Wood, Jr., President  
Prattville City Council

**AUTHENTICATED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2015.**

  
By: Cathy Dickerson  
City Clerk

**APPROVED:**

  
By: Bill Gillespie, Jr.  
Mayor

**RESOLUTION BOOK 2015-A, Page 158**

## **PERSONAL SERVICES CONTRACT**

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2015 through September 30, 2016 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Juvenile Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Juvenile Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

**When referred to Dr. Ogunbi's personal office detainee's will be seen and released within (2) hours, unless such illness requires lengthy attention.**

The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/ Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

October 2<sup>nd</sup> 2015  
Date

  
\_\_\_\_\_  
Dr. Adedoyin Dosunmu-Ogunbi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce R. Howell  
Juvenile Court Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elton Dean, Sr., Chairman  
Montgomery County Commission

**MONTGOMERY COUNTY YOUTH FACILITY**  
**DUTIES OF THE DOCTOR**  
**(Revised 10/1/2015)**

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

**THE DUTIES OF THE DOCTOR ARE:**

To assess medical problems of youth detained at the Montgomery County Youth Facility and how to address medical problems noted and to provide follow up, and emergency treatment plans.

To issue and order prescribed prescriptions as deemed needed. Where possible, use medications on hand and generic brands. Assist in the ordering of medical supplies where needed.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training, or have nurse, for youth and staff.

To keep accurate medical records of youth as required.

To assist in file and documentation as needed/required for licensure, annually review medical standards, and medical protocols.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted to the Montgomery County Youth Facility.

To submit medical records to Montgomery County officials on detained youth.

To sign off on or confirm the practices of the nurse and sign off on their duties.

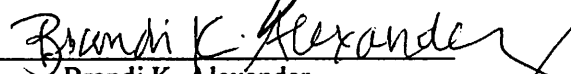
To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To keep current written standing or direct/post orders for staff and assistants.

October 2<sup>nd</sup> 2015  
Date:

October 2, 2015  
Date:

  
Dr. Adedoyin Ogundimu, MD

  
Brandi K. Alexander

**MONTGOMERY COUNTY YOUTH FACILITY**  
**DUTIES OF THE NURSE**  
**(Reissued 10/1/2015)**

The position of nurse at the Montgomery County Youth Facility is under a personal services contract.

**THE DUTIES OF THE NURSE ARE:**

To assess medical problems of youth detained at the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed and authorized by the contract physician. Where possible, use medications on hand and generic brands.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

To assist in the ordering of medical supplies for the medical program.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility.

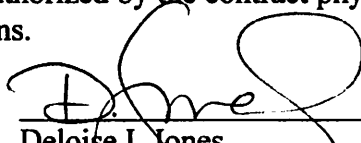
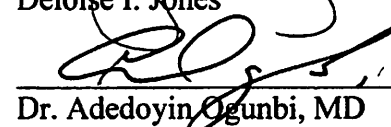
To submit medical records on detained youth for files.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To follow current written standing or direct/post orders authorized by the contract physician and to practice within the limits of applicable laws and regulations.

October 5, 2015  
Date

October 2<sup>nd</sup> 2015  
Date

  
\_\_\_\_\_  
DeLoise I. Jones  
  
\_\_\_\_\_  
Dr. Adedoyin Ogunbi, MD

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

ANDREW D. HALL  
RONDA M. WALKER  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

P.O. BOX 1667  
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Architectural Fee Proposal from Robinson and Associates Architecture, Inc., for the Construction of the Montgomery County Sheriff's Maintenance Shop Building and Master Plan for the Property

During our County Commission meeting on Monday, February 1, 2016, County Attorney Gallion will be reviewing with you the proposed authorization to utilize the County's powers of eminent domain concerning the acquisition of two parcels of land behind the Sheriff's warehouse located next to the Montgomery County Engineering shop at the intersection of Terminal Road and Day Street Road. In anticipation of acquiring this property, Sheriff Derrick Cunningham has requested that the County Commission consider a contract with Robinson and Associates Architecture, Inc., for the construction of the Montgomery County Sheriff's maintenance shop building and Master Plan for the property contingent upon the acquisition of both parcels of land.

Please note that the proposed total fee (basic and extra services) is \$85,300. This is based upon a preliminary estimate for the new building of \$1.3 million (7,000 square foot building, 1,800 square foot loft storage, equipment that consists of one (1) crane on swing arm and paved parking lot). If the actual cost of the building is any larger, the fee would increase in accordance with the State of Alabama Building Commission fee rates for a Type II building.

I am requesting that the Commission consider awarding a contract to Robinson and Associates Architecture, Inc., for the construction of the Montgomery County Sheriff's maintenance shop building and Master Plan for the property contingent upon the acquisition of both parcels of land.

DLM/tn



## Robinson and Associates Architecture, Inc.

906 South Perry Street  
Montgomery, AL 36104  
(334) 269-5590  
(334) 269-0556 Fax

AIA # 30146597  
NCARB # 50419

Licensed In:  
Alabama # 4672  
Florida # 16588  
Georgia # 9606  
Mississippi # 3247

January 25, 2016

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

RE: Architectural Fee Proposal for Montgomery County Sheriff Maintenance Shop Building for Montgomery County Commission

Mr. Mims,

Robinson and Associates Architecture, Inc. is pleased to provide our proposal for full architectural services for the above referenced project. Montgomery County Commission will provide all surveying requirements, such as boundary, topographic and utility surveys. We will include as part of our services, a master plan to show the overall conceptual site plan for the entire site to include building structure, roads, parking lots, green space, etc. We will also include in our scope the geotechnical report as an extra service. Material testing during construction of sub surface soils for parking lots, building pad, foundations and concrete testing will be part of construction services. Our scope of work includes Schematic design, Preliminary design, and Construction Documents. We will submit our drawings and specifications to the City of Montgomery at each of these phases. Also, we will oversee the bid process on this project, as well as Construction Administration.

Per our meeting with Sheriff Cunningham and Administrator Donald Mims, our understanding is that the building will encompass the following general scope of work:

- Place new building on the new property to be purchased by Montgomery County Commission
- Parking lot for workers, yard storage
- A new 70' x 100' (7,000 s.f.) pre-engineered metal building with office, restrooms with showers, storage and loft storage.
- A 25' x 70' (1,750 s.f.) open wash bay
- Provide new utilities to new site to suffice new shop
- Emergency wash station



### **Schematic Design Phase**

After meeting with the Owner and verifying the scope and our preliminary budget for the project, we will develop the master site plan and floor plan. We will also provide a preliminary cost estimate based on schematic design documents. We will submit our Schematic Design to your office for review and approval.

### **Preliminary Design Phase**

After you review and give written approval of the Schematic Design, we will move forward into the Preliminary Design Phase; the documents will be further developed as to the civil, architectural, structural, plumbing, mechanical and electrical systems, materials and such other elements as may be appropriate. We will submit our Preliminary Design documents to your office and City of Montgomery for review and approval.

### **Final Design Phase**

With the City of Montgomery and your written review/ approval of the preliminary design, we will move forward into the Final Design Phase; we will complete the documents for use in bidding, and construction of the building. Our firm will provide all necessary architectural drawings along with civil, structural, plumbing, mechanical and electrical engineering for your project. During this phase the following will be provided:

1. Construction Documents will be prepared which will set forth the requirements for the construction of the project. These Documents will include plans and technical specifications to be used during construction.
2. We will furnish Construction Documents to appropriate regulatory agencies for review purposes and will provide answers to any questions they may have.

### **Construction Contract Procurement Phase**

Following approval of the Construction Documents, we will assist you, the Owner, in obtaining bids from General Contractors, render interpretation of drawings during the bidding phase, and receipt and evaluation of bid proposals from General Contractors. Furthermore, we will assist with developing the contract with the lowest responsible bidder.

### **Construction Administration Phase**

After execution of the Contract for Construction with the selected general contractor, we will furnish the following services during construction of the project:

1. We will conduct monthly overall inspections of the project to determine if the work is generally being done according to the Contract Documents. The Civil & Structural consultants will perform two (2)



inspections. The Plumbing, Mechanical and Electrical consultants will perform three (3) inspections during the construction process.

2. After each site visit, we will note and report to the Owner and the Contractor any observed deviations from the intent of the Construction Documents.
3. We will review the Contractor's Monthly Application for Payment.
4. We will review Shop Drawings, Product Data and Material Samples.
5. We will issue documents to clarify questions the Contractor may have as construction proceeds.
6. We will conduct a final inspection and issue the final Certificate of Completion to the Contractor.

### Cost of Services

A preliminary estimate for the new building is \$1,300,000.00 (7,000 square foot building, 1,800 square foot loft storage, equipment that consists of one (1) crane on swing arm and paved parking lot. According to the State of Alabama Building Commission fee rates for a Type II building (service garage), our fee will be 6.1% of the construction costs, or \$79,300.00. Our fee is broken down as follows:

|                                         |     |                     |
|-----------------------------------------|-----|---------------------|
| Schematic Design Phase                  | 10% | \$7,930.00          |
| Preliminary Design Phase                | 15% | \$11,895.00         |
| Final Design Phase                      | 50% | \$39,650.00         |
| Construction Contract Procurement (Bid) | 5%  | \$3,965.00          |
| Construction Administration             | 20% | <u>\$15,860.00</u>  |
| <b>Total Fee (Basic Services)</b>       |     | <b>\$ 79,300.00</b> |

### Extra Services

|                                                     |                    |
|-----------------------------------------------------|--------------------|
| Geotechnical Report (N.T.E.)                        | \$ 6,000.00        |
| <b><u>Total Fees (Basic and Extra Services)</u></b> | <b>\$85,300.00</b> |

Fees become due and payable at the successful completion of each phase.

Robinson and Associates Architecture is committed to providing Montgomery County Commission with quality Architectural and Engineering services for the Montgomery County Sheriff Maintenance Shop Building.

Please do not hesitate to contact me should you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read 'Wm. Barry Robinson', is written over a horizontal line.

Wm. Barry Robinson, AIA  
Robinson and Associates Architecture, Inc.

2016-01-25-16

**Robinson and Associates Architecture, Inc.**

906 South Perry Street  
Montgomery, AL 36104

Voice: (334) 269-5590 Fax: (334) 269-0556

**TRANSMITTAL**

To: Donald Mims

Date: January 25, 2016

Project: Montgomery County Sheriff  
Maintenance Shop

VIA: Hand Deliver

☒ Attached ☐ Under Separate Cover

☒ Prints ☐ Tracings/Plots ☐ Specifications ☐ Shop Drawings ☐ Samples

| Date     | Copies | Description                |
|----------|--------|----------------------------|
| 01-25-16 | 1      | Architectural Fee Proposal |

☐ Please return by \_\_\_\_\_

☒ For your use ☐ As requested ☐ For review and comment

☐ Approved as submitted ☐ Approved as noted

☐ Not approved – revise and resubmit

Signed:   
Robinson and Associates Architecture, Inc.

Please call our office if there are any questions regarding the above information.

MONTGOMERY COUNTY  
STATE OF ALABAMA

)  
)  
)  
)  
)  
) CASE NO. \_\_\_\_\_  
)  
)  
)  
)  
)

Bonnie Caldwell  
Parcel Number: 11-06-14-011-002.000/1.00 Acres  
Property Address: 1862 Terminal Road, Montgomery, AL 36113

Fred Charles  
Parcel Number: 11-06-14-3-011-002.001/1.36 Acres  
Property Address: 1862 Terminal Road, Montgomery, AL 36113

(4) Records are not clear as to the relationship between D. Charles and F. Charles, therefore, both are included as Defendants until such a time the relationship and/or ownership can be determined.

## **CONDEMNATION PETITION**

### **FACTS**

(5) On or about the 2<sup>nd</sup> day of October, 2015, the Commission agreed with Montgomery County Sheriff Derrick Cunningham ("Sheriff") to acquire the above-described property from the Respondents for the construction of a maintenance shop to be used for the maintenance of automobiles, and/or other equipment needed for the operation of the Sheriff's Department.

(6) The Sheriff is required by law to provide for the safety of the citizens of Montgomery County. The maintenance shop is to be located adjacent to the Sheriff Department's warehouse and the real property described herein is the necessary location for said facility.

(7) On or about the 4<sup>th</sup> day of September, 2015, an appraisal was done by Valbridge Property Advisors and Real Estate Appraisers, LLC, located at 4732 Woodmere Boulevard., Montgomery, Alabama 36106 ("appraisal").

(8) On the 4<sup>th</sup> day of November, 2015, the Defendants were sent certified letters and the appraisal and Plaintiff received their return receipt confirmation. (Exhibit "A")

(9) Neither of the Defendants responded so on December 7, 2015, a second certified letter was sent to Defendants. Plaintiffs received return receipts from both Defendants. (Exhibit "B")

(10) On December 12, 2015, Defendant D. Charles sent a letter to Plaintiff refusing the offer of the Plaintiffs. (Exhibit "C")

(11) Defendant Caldwell has not responded and it has been over 30 days since he received both certified letters described above. Therefore, under Alabama law the Plaintiff's offer has been legally rejected.

(12) The Plaintiff has fulfilled all of the requirements pursuant to Code of Alabama § 18-1A-21 and therefore is filing this Complaint for Condemnation.

#### COUNT I

(13) This Complaint for Condemnation is necessary for the operation of the Sheriff's Department in order to protect the citizens of Montgomery County.

(14) The Defendants have rejected the offers based on the above described facts and therefore, the Plaintiff desires to obtain the above described real property based on public need and at the value established by the respective appraisals by the certified appraiser.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court immediately set up the necessary procedures to allow the Plaintiff to obtain the above described real property, by and through the legal owners.

Respectfully submitted this \_\_\_\_ day of January, 2016.

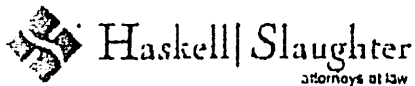
/s/Thomas T. Gallion, III  
Thomas T. Gallion, III (GAL010)  
Attorney for Plaintiff  
Montgomery County Commission

**OF COUNSEL:**  
**HASKELL SLAUGHTER & GALLION, LLC**  
8 Commerce Street  
Suite 1200  
Montgomery, AL 36104  
(334) 265-8573  
Fax: (334) 264-7945  
[ttg@hsg-law.com](mailto:ttg@hsg-law.com)

To Be Served Via Certified Mail By Clerk:

Bonnie Caldwell  
576 Gilmer Avenue  
Tallasse, AL 36078

Fred Charles and  
Dalphney Charles  
2656 Clement Curve  
Montgomery, AL 36111



Haskell Slaughter & Gallion, LLC  
8 Commerce Street  
Suite 1200  
Montgomery, Alabama 36104  
t 334 265 8573 f 334 264 7945

[ttg@hsg-law.com](mailto:ttg@hsg-law.com)

November 4, 2015

Fred Charles  
c/o Dalphney Charles  
2656 Clement Curve  
Montgomery, AL 36111

Re: Acquisition of Terminal Road Property

Parcel Number: 11-06-14-3-011-002.001/1.36 Acres/Owner's Asking Price  
\$25,000  
Property Address: 1862 Terminal Rd., Montgomery, AL 36113  
Appraised Value: \$7,000

Dear Mr. Charles:

The Montgomery County Commission ("MCC") recently contacted you regarding a sale of the above referenced property, and you indicated a willingness to sell. MCC subsequently ordered an appraisal of the property and is offering to purchase Parcel Number: 11-06-14-3-011-002.001/1.36 located at 1862 Terminal Road, Montgomery, Alabama 36113, at its appraised value of \$7,000. A copy of the appraisal is enclosed.

The MCC is not allowed by law to pay any more than the property's appraised value. I look forward to your response at your earliest convenience and hope that we can move quickly on a sale of the property. I appreciate your cooperation in this matter.

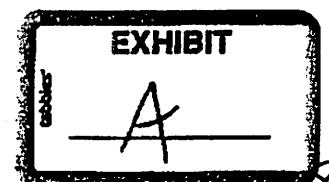
Sincerely,

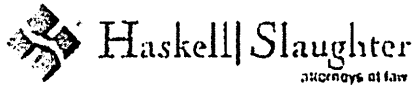
Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham  
Donnie Mims  
Florence Cauthen

[www.hsg-law.com](http://www.hsg-law.com)





Haskell Slaughter & Gallion, LLC  
8 Commerce Street  
Suite 1200  
Montgomery, Alabama 36104  
t 334.265.8573 | f. 334.264.7945

[ttg@hsg-law.com](mailto:ttg@hsg-law.com)

November 4, 2015

Bonnie Caldwell  
576 Gilmer Avenue  
Talladega, AL 36078

Re: Acquisition of Terminal Road Property

Parcel Number: 11-06-14-011-002.000/1.00 Acres/Owner's Asking Price \$20,000  
Appraised Value: \$5,000  
Property Address: 1862 Terminal Rd., Montgomery, AL 36113

Dear Mr. Caldwell:

The Montgomery County Commission ("MCC") recently contacted you regarding a sale of the above referenced property, and you indicated a willingness to sell. MCC subsequently ordered an appraisal of the property and is offering to purchase Parcel Number: 11-06-14-011-002.000/1.00 located at 1862 Terminal Road, Montgomery, Alabama 36113, at its appraised value of \$5,000. A copy of the appraisal is enclosed.

The MCC is not allowed by law to pay any more than the property's appraised value. I look forward to your response at your earliest convenience and hope that we can move quickly on a sale of the property. I appreciate your cooperation in this matter.

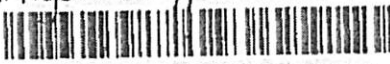
Sincerely,

Thomas T. Gallion, III

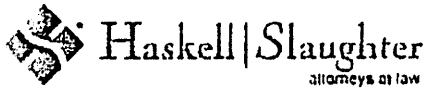
TTG/tp

cc: Sheriff Derrick Cunningham  
Donnie Mims  
Florence Cauthen

[www.hsg-law.com](http://www.hsg-law.com)

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                          |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                              |  | <p>A. Signature<br/>X <i>Dalphy Charles</i></p> <p>B. Received by (Printed Name)<br/><i>Dalphy Charles</i></p> <p>C. Date of Delivery<br/><i>5/10/20</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>If YES, enter delivery address below:</p>                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>1. Article Addressed to:</p> <p><i>Fred Charles<br/>c/o Dalphy Charles<br/>2656 Clement Curve<br/>Montgomery, AL 36111</i></p>  <p>9590 9403 0543 5173 4920 24</p> |  | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |  |
| <p>2. Article Number (Transfer from service label)</p> <p>7015 1520 0000 6529 9002</p>                                                                                                                                                                 |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                    |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>        |  | <p>A. Signature<br/>X <i>Melissa</i></p> <p>B. Received by (Printed Name)<br/><i>Melissa</i></p> <p>C. Date of Delivery<br/><i>5/15</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>If YES, enter delivery address below:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>1. Article Addressed to:</p> <p><i>Bonnie Caldwell<br/>576 Gilmer Ave.<br/>Tallassee, AL 36078</i></p>  <p>9590 9403 0543 5173 4900 20</p> |  | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |  |
| <p>2. Article Number (Transfer from service label)</p> <p>7015 1520 0000 6529 9019</p>                                                                                                                                           |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |



Haskell Slaughter & Gallion, LLC  
8 Commerce Street  
Suite 1200  
Montgomery, Alabama 36104  
t. 334 265 8573 | f. 334 264 7945

[ttg@hsg-law.com](mailto:ttg@hsg-law.com)

December 7, 2015

Fred Charles  
c/o Dalphney Charles  
2656 Clement Curve  
Montgomery, AL 36111

Re: Acquisition of Terminal Road Property

Parcel Number: 11-06-14-3-011-002.001/1.36 Acres/Owner's Asking Price  
\$25,000  
Property Address: 1862 Terminal Rd., Montgomery, AL 36113  
Appraised Value: \$7,000

Dear Mr. Charles:

I am writing to follow-up on my November 4, 2015, letter offering to purchase the above listed property at its appraised value of \$7,000.00. As stated in my previous letter, the Montgomery County Commission ("County") is not allowed by law to pay any more than the property's appraised value. If our offer of \$7,000.00 to purchase the above stated property is not accepted within ten days from the date of this letter, the County will have no choice but to start condemnation proceedings.

I appreciate your cooperation in this matter.

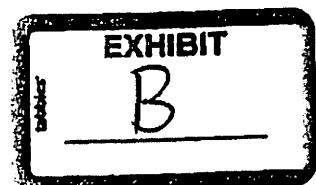
Sincerely,

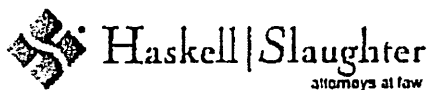
Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham  
Donnie Mims  
Florence Cauthen

[www.hsg-law.com](http://www.hsg-law.com)





Haskell Slaughter & Gallion, LLC  
8 Commerce Street  
Suite 1200  
Montgomery, Alabama 36104  
| 334 265.8573 | | 334 264.7945

[ttg@hsg-law.com](mailto:ttg@hsg-law.com)

December 7, 2015

Bonnie Caldwell  
576 Gilmer Avenue  
Tallahassee, AL 36078

Re: Acquisition of Terminal Road Property

Parcel Number: 11-06-14-011-002.000/1.00 Acres/Owner's Asking Price \$20,000  
Appraised Value: \$5,000  
Property Address: 1862 Terminal Rd., Montgomery, AL 36113

Dear Mr. Caldwell:

I am writing to follow-up on my November 4, 2015, letter offering to purchase the above listed property at its appraised value of \$5,000.00. As stated in my previous letter, the Montgomery County Commission ("County") is not allowed by law to pay any more than the property's appraised value. If our offer of \$5,000.00 to purchase the above stated property is not accepted within ten days from the date of this letter, the County will have no choice but to start condemnation proceedings.

I appreciate your cooperation in this matter.

Sincerely,

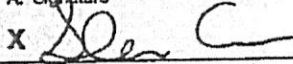
Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham  
Donnie Mims  
Florence Cauthen

[www.hsg-law.com](http://www.hsg-law.com)

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, on the front if space permits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>                 |  |
| <p>1. Article Addressed to:</p> <p>Bonnie Caldwell<br/>570 Gilmer Ave.<br/>Tallassee, AL 36078</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>                                                                                                                                    |  |
| <p>2. Article Number (Transfer from service label)</p> <p>7015 1520 0000 6529 9057</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>Terminal Rd. Property</p> |  |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |  |                                                                                                                                                                                                    |  |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>Domestic Return Receipt</p>                                                                                                                                                                     |  |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>              |  |
| <p>1. Article Addressed to:</p> <p>Fred Charles<br/>610 Balphney Charles<br/>2656 Clement Curve<br/>Montgomery, AL 36111</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>                                                                                                                                   |  |
| <p>2. Article Number (Transfer from service label)</p> <p>7015 1520 0000 6529 9064</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>Terminal Rd Property</p> |  |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |  |                                                                                                                                                                                                   |  |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>Domestic Return Receipt</p>                                                                                                                                                                    |  |

December 12, 2015

Thomas T. Gallion, III  
8 Commerce Street, Suite 1200  
Montgomery, Alabama 36104

Re: Acquisition of Terminal Road Property  
Parcel Number: 11-06-14-3-011-002.001/1.36 Acres  
Property Address: 1862 Terminal Road, Montgomery, AL 36113

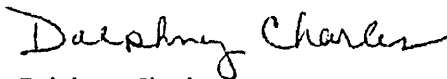
Dear Mr. Gallion:

I am writing in response to your letter dated December 7, 2015. You stated in the letter that if your offer of \$7,000 to purchase the above stated property is not accepted within ten days from the date of this letter, the County will have no choice but to start condemnation proceedings.

The County has used the legal power of eminent domain to acquire privately owned property it deems to be in service of the public good; however, property owners are entitled to receive "just compensation" in exchange for their property. The County's current offer of \$7,000 is well below the value assessed by the County over the past years (\$17,200). Property taxes have been paid based upon this appraised value. Despite the bogus explanation given in documents submitted with the County's offer, there is no justification for such a drastic devaluation of the property. The property is still located in an industrial district. Neither the property nor the surrounding area has changed. The only change is that now the County is interested in acquiring it and wants to do so for as less money as possible.

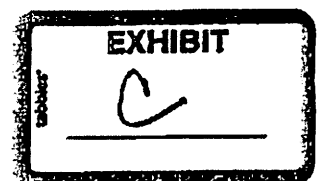
I do not consent to the sale of the above property for the amount quoted in the County's offer as I consider the County's previous appraised value "just compensation". To initiate condemnation proceedings to take the property would be an egregious abuse of eminent domain.

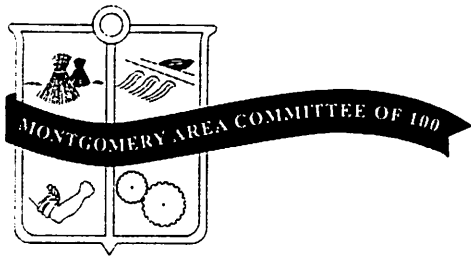
Sincerely,

  
Dalphney Charles

DC/alc

cc: Donald L Mims





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

**Invoice**

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

| Date     | Invoice # |
|----------|-----------|
| 1/4/2016 | 1358      |

| Item Code                                                                                                      | Description           | Amount                       |
|----------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------|
| Ex-Officio                                                                                                     | Ex-Officio Membership | 500.00                       |
| Please remit upon receipt to:<br>Montgomery Area Committee of 100<br>P. O. Box 79<br>Montgomery, AL 36101-0079 |                       | <b>Total</b> <b>\$500.00</b> |

## Purchasing Department

[illegible]

**Notes:**

14.2

February 16, 2016 - Minutes of Regular Meeting  
Montgomery County Commission

[illegible]

**Notes:**

## Tammy Nix

---

**From:** Jessica G. Horsley <jhorsley@montgomerychamber.com>  
**Sent:** Thursday, January 28, 2016 1:12 PM  
**To:** Elton N. Dean, Sr.; Elton N. Dean, Sr.; DiDi Henry; Donald Mims; Tammy Nix; Sherrill Thomas  
**Cc:** allen\_sanders@steris.com  
**Subject:** STERIS Reimbursement Requests - Project Roundup  
**Attachments:** Reimbursement Pack #2 - County.pdf; Fully Executed PA, 1st and 2nd Amendments.pdf; 8.25.15 Project Roundup\_Incentives Summary.docx

Good Afternoon All,

Please find attached the final request for Project ROUNDUP (STERIS)'s incentives monies payment. The request for an incentive monies payment in the amount of \$60 K by the County was to be awarded upon satisfaction of STERIS hiring at least 80 new employees by December 31, 2015, (per the project agreement dated on July 12, 2012, the first amendment to the project agreement dated May 9, 2014 and the second amendment to the project agreement dated August 25, 2015.) STERIS achieved 80 new Full-Time Employees on December 30, 2015.

For your convenience, I have also attached a summary of the incentives and the entire project agreement and 2 amendments packet.

I can hand deliver the original if you would like, or have STERIS to mail it directly. Just let me know what works best for you!

Thank you so much for all that you do!

**Jessica G. Horsley**

Director, Retention  
Montgomery Area Chamber of Commerce

# STERIS Corporation

## Montgomery, Alabama

Updated August 25, 2015

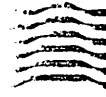
Incentives Based on -

Capital Investment: \$11,000,000 (Actual investment to date \$11.5M)

Job Creation: 80 Permanent, New Direct Jobs Total, \$19.83/hr. Average Wage

| DATE                                                 | ITEM         | TOTAL AMOUNT | CITY/COUNTY       | STATE     | PAID |
|------------------------------------------------------|--------------|--------------|-------------------|-----------|------|
| 8.1.2012                                             | Construction | \$350,000    | \$90,000/\$60,000 | \$200,000 | Yes  |
| 6.30.13                                              | 40 Jobs      | \$200,000    | \$0               | \$200,000 | Yes  |
| <del>6.30.14</del><br><del>6.30.15</del><br>12.31.15 | 40 Jobs      | \$350,000    | \$90,000/\$60,000 | \$200,000 |      |
| <b>Total</b>                                         |              |              | \$300,000         | \$600,000 |      |

Maintenance Period:   ~~6.30.2016~~  
                                   ~~6.30.2017~~  
                                   6.30.2018



January 28, 2016

Elton Dean, Sr.  
Chairman, Montgomery County Commission  
PO Box 1667  
Montgomery, Alabama 36102

To Elton Dean, Sr.:

Per the Project Agreement, the First Amendment to the Project Agreement, and the Second Amendment to the Project Agreement, by and among the State of Alabama, the City of Montgomery, the Montgomery County Commission, STERIS Corporation, and American Sterilizer Company, relating to the project known as "Roundup", the second installment of incentive monies is hereby being requested, per the requirement that the Company "employ at least eighty (80) new Full-Time Employees" (340 jobs total) "by December 31, 2015," per the Project Agreement page 7, sub-section 3[e][ii], and per the Second Amendment page 2, sub-section 1[d]. This requirement was met when we hired our 80<sup>th</sup> new employee on December 30, 2015. The Request for Payment is attached.

Mac McBride

Director of Montgomery Operations

15.4

**EXHIBIT A  
TO PROJECT AGREEMENT BY AND AMONG  
THE STATE OF ALABAMA,  
THE CITY OF MONTGOMERY,  
MONTGOMERY COUNTY COMMISSION,  
STERIS CORPORATION**

**And  
AMERICAN STERILIZER COMPANY**

**REQUEST FOR PAYMENT NO. 2**

DATE: January 28, 2016

TO: ELTON DEAN, SR.  
CHAIRMAN, MONTGOMERY COUNTY COMMISSION  
P. O. BOX 1667  
MONTGOMERY, AL 36102

FROM RECIPIENT: STERIS Corp. + American Sterilizer Co.

RE: PROJECT ROUNDUP

PROJECT AGREEMENT DATED: July 12, 2012

FIRST AMENDMENT, DATED: May 9, 2014

SECOND AMENDMENT, DATED: August 25, 2015

AMOUNT REQUESTED: \$ 60,000.00

---

Pursuant to the Project Agreement, the First Amendment and the Second Amendment for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement and both Amendments have been satisfied.

**STERIS CORPORATION  
AMERICAN STERILIZER COMPANY**

By: Math T. McBrink  
Its: Authorized Representative

**CERTIFICATE OF COMPLIANCE  
PURSUANT TO THAT PROJECT AGREEMENT  
BY AND AMONG THE STATE OF ALABAMA, THE CITY OF MONTGOMERY,  
MONTGOMERY COUNTY COMMISSION, STERIS CORPORATION And AMERICAN  
STERILIZER COMPANY  
DATED JULY 12, 2012,  
AND PURSUANT TO THAT FIRST AMENDMENT TO PROJECT AGREEMENT  
DATED MAY 9, 2014,  
AND PURSUANT TO THAT SECOND AMENDMENT TO PROJECT AGREEMENT  
DATED AUGUST 25, 2015**

The undersigned officer of STERIS Corporation and American Sterilizer Company (the "Company") hereby certifies to the STATE OF ALABAMA (the "State"), the CITY OF MONTGOMERY (the "City"), and the MONTGOMERY COUNTY COMMISSION (the "County") that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. Pursuant to Section 2(a) of the Project Agreement by and among the State of Alabama, the City of Montgomery, Montgomery County Commission, STERIS Corporation and American Sterilizer Company, dated July 12, 2012 (the "Agreement"), the Company agreed to Commence Construction of the Expanded Facility not later than August 1, 2012. The Company Commenced Construction on July 2, 2012.
2. Pursuant to Section 2(a) of the Agreement, the Company agreed to Commence Operations at the expanded facility not later than December 31, 2013. The Company commenced operations in November, 2013.
3. Pursuant to Section 2(b) of the Agreement, the Company is required to invest in the Project from its resources not later than June 30, 2014, an amount of not less than eleven million dollars (\$11,000,000). The Company had invested in the Project, from its own resources, eleven million four hundred seventy one thousand dollars (\$11,471,000) as of June 30, 2014.
4. Pursuant to Section 2(c) of the Project Agreement, the Company is required to employ at least forty (40) new Full-Time Employees by June 30, 2013, earning an average wage of at least \$18.86 per hour, exclusive of benefits (the "Required Employee Pay Scale"). The Company achieved forty (40) new Full-Time Employees, earning an average wage at least equal to the Required Employee Pay Scale, on June 3, 2013.
5. Pursuant to Section 2(d) of the Project Agreement, and pursuant to Section 1(d) of the Second Amendment to Project Agreement, the Company is required to employ at least eighty (80) new Full-Time Employees by December 31, 2015, earning an average wage of at least equal to the Required Employee Pay Scale. The Company achieved eighty (80) new Full-Time Employees, earning an average wage of at least the Required Employee Pay Scale, on December 30, 2015.
6. The Company is not in default under the Agreement, the First Amendment to the Agreement, or the Second Amendment to the Agreement.

7. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement, the First Amendment to the Agreement, and the Second Amendment to the Agreement.

Malcolm T. McBride  
(Signature)

Malcolm T. McBride  
(Print Name)

Title: Director of Operations

Date: 1/28/2016

#### VERIFICATION

State of Alabama

County of Montgomery

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

Sworn and subscribed before me this 28<sup>th</sup> day of January, 2016

Signature of Notary Public Jeanne M. Norsworthy

AFFIX SEAL

Printed Name Jeanne M. Norsworthy

My Commission Expires 29<sup>th</sup> day of April, 2019

**JEANNE M NORSWORTHY**  
Notary Public, Alabama State At Large  
My Commission Expires April 29, 2019

**PROJECT AGREEMENT**  
**BY AND AMONG**  
**THE STATE OF ALABAMA,**  
**THE CITY OF MONTGOMERY,**  
**MONTGOMERY COUNTY COMMISSION,**  
**STERIS CORPORATION,**  
**and**  
**AMERICAN STERILIZER COMPANY**

## **PROJECT AGREEMENT**

**THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into by and among the **STATE OF ALABAMA** (the "State"), the **CITY OF MONTGOMERY** (the "City"), **MONTGOMERY COUNTY COMMISSION** (the "County") and **STERIS CORPORATION**, an Ohio corporation ("STERIS") and STERIS's wholly owned subsidiary, **AMERICAN STERILIZER COMPANY**, a Pennsylvania corporation ("ASC"). STERIS and ASC are collectively referred to as the "Company". The State, the City, the County and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The State, the City and the County are collectively referred to as the "Governmental Entities".

## **RECITALS**

**WHEREAS**, the Company wishes to expand its existing facilities (the "Existing Facility") in Montgomery, Alabama which manufactures components and assemblies used in the manufacturing of surgical products (the expanded facility being referred to herein as the "Expanded Facility" or the "Project") wherein it will maintain the two hundred sixty (260) Full-Time Employees currently employed by the Company at its Existing Facility earning at least the average wage and/or salary currently paid to such Full-Time Employees which is \$21.86 exclusive of benefits (the "Existing Employees") and commits to employ not less than eighty (80) additional Full-Time Employees with a Capital Investment by the Company or its owners and their affiliates in expanding the Facility to be at least eleven million dollars (\$11,000,000); and

**WHEREAS**, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the construction, performance and operation schedule for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the State, City and County and its citizens, the Governmental Entities have committed to make available to the Company certain incentives in the manner and

amounts described herein, subject to existing law, as presently interpreted and construed.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Entities providing the incentives described herein, the Company makes the following commitments to the Governmental Entities:

(a) The Company acknowledges that the citizens of Alabama anticipate the prompt receipt of substantial economic benefit to the local and State economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the development of the Project, Commencing Construction of the expansion of the Facility not later than August 1, 2012, and Commencing Operations at the Expanded Facility not later than December 31, 2013. For the purposes of this Agreement, "Commence Operations" or "Commencement of Operations" shall mean that operations at the Expanded Facility are manufacturing components and assemblies used in the manufacturing of surgical products at the Expanded Facility in substantially greater quantities than produced at the Facility prior to the expansion of the Facility. For the purpose of this Agreement, "Commence Construction" or "Commencement of Construction" means that physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Expanded Facility and install necessary infrastructure to accomplish the objectives of the Project.

(b) In furtherance of this Project, not later than June 30, 2014, the Company shall have invested in the Facility from its resources not less than eleven million dollars (\$11,000,000) (of which at least seven million dollars (\$7,000,000) must be paid by the Company in cash and the rest may be in kind in the form of equipment relocated from another existing facility owned by the Company or one of its affiliates) (hereinafter the Company's "Capital Commitment").

(c) Not later than June 30, 2013 (the "Initial Jobs Target Date") the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least an average of \$21.86 per hour, exclusive of benefits, at least forty (40) new Full-Time Employees at the Expanded Facility (the "Initial

Jobs Target”), with an average wage of at least \$18.86 per hour, exclusive of benefits (the “Required Employee Pay Scale”).

(d) Not later than June 30, 2014 (the “Final Jobs Target Date”) the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least \$21.86 exclusive of benefits, at least eighty (80) new Full-Time Employees at the Expanded Facility (the “Final Jobs Target”), with an average wage at least equal to the Required Employee Pay Scale.

(e) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company shall give good faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company’s then usual and customary hiring policies.

(g) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company’s business.

(h) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement. 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.

(i) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment;

(j) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company’s board of directors, officers, managers, trustees or any other persons is required under either the Company’s organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by any of the Governmental Entities, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Governmental Entities. The Company’s legal counsel upon

request shall furnish an opinion of counsel to the Governmental Entities in a form reasonably satisfactory to the Governmental Entities as to the matters set out in Subsections 3(h) and 3(i). In addition, upon request of any Governmental Entity, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by any Governmental Entity.

### **3. Commitments of the Governmental Entities.**

(a) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the State shall make available up to six hundred thousand dollars (\$600,000), payable in three (3) installments to reimburse the Company for capital expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Initial Jobs Target on or before the Initial Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Initial Jobs Target.

(iii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the third installment payment shall be available to the Company in the amount of two hundred thousand dollars (\$200,000) as soon as practicable after the Company reaches the Final Jobs Target.

The City and County represent and warrant to the Company and State that no payments from the City or County to the Company will be funded by economic development grants or other funds from the State. The payment may be reduced by the State by the amount of any City and County payments made to the

Company which are funded directly by economic development grants or other funds from the State.

(b) Payment to the Company by the State under this Section 3 shall be in accordance with the provisions of Section 5 hereof.

(c) In addition to the aforementioned incentives, the State through AIDT shall provide the assistance described in Exhibit B hereto.

(d) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the City and local community to be realized from that operation, the City shall make available up to one hundred eighty thousand dollars (\$180,000), payable in two (2) installments to reimburse the Company for staffing expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of ninety thousand dollars (\$90,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of ninety thousand dollars (\$90,000) as soon as practicable after the Company reaches the Final Jobs Target.

(e) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the County and local community to be realized from that operation, the County shall make available up to one hundred twenty thousand dollars (\$120,000), payable in two (2) installments to reimburse the Company for staffing expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has Commenced Construction on or

before the Construction Commencement Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of sixty thousand dollars (\$60,000) as soon as practicable after the Company reaches the Construction Commencement Date.

(ii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of sixty thousand dollars (\$60,000) as soon as practicable after the Company reaches the Final Jobs Target.

(f) Payment to the Company by the City and County under this Section 3 shall be in accordance with procedures mutually acceptable to the City, County and Company.

**4. Recapture of Incentives.**

(a) The Company acknowledges that the incentives offered by the State are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the STERIS and ASC jointly and severally agree to the following provisions for recapture by the State of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the State within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Initial Jobs Target and received the first and second installments from the State as required under Section 3, the Company shall pay to the State ten thousand and no hundredths (\$10,000.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any year of the period beginning when the Company achieves the Initial Jobs Target and ending three (3) years thereafter (the "Jobs Maintenance Period"), that the Total Number of Full-Time Employees is less than the Initial Jobs Target. If the Company has received some but less than all of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .025 times the amount received.

(iii) If the Company has achieved the Final Jobs Target and received the first, second and third installments from the State as required by Section 3, the Company shall pay to the State seven thousand five hundred and no hundredths (\$7,500.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second and third installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iv) Not later than December 31<sup>st</sup> of each year during the Jobs Maintenance Period and/or at such other times as the State may request, the Company shall furnish to the Debt Management Division of the Department of Finance a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The State may require the Company to provide such other documentation which the State deems necessary to confirm the Company's certification. Any payment due to the State under the provisions of this section shall be paid with the Certificate of Compliance.

(b) The Company acknowledges that the incentives offered by the City are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the STERIS and ASC jointly and severally agree to the following provisions for recapture by the City of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Final Jobs Target on or before the Final Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and received the first and second installments from the City as required by Section 3, the Company shall pay to the City two thousand two hundred fifty and no hundredths (\$2,250.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, and second installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31<sup>st</sup> of each year during the Jobs

Maintenance Period and/or at such other times as the City may request, the Company shall furnish to the City a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The City may require the Company to provide such other documentation which the City deems necessary to confirm the Company's certification. Any payment due to the City under the provisions of this section shall be paid with the Certificate of Compliance.

(c) The Company acknowledges that the incentives offered by the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the ASC and STERIS jointly and severally agree to the following provisions for recapture by the County of cash incentives that it has paid to or for the benefit of the Company.

(i) If the Company has Commenced Construction on or before the Construction Commencement Date but does not satisfy the Final Jobs Target on or before the Final Jobs Target Date, the Company shall pay to the State the first installment or any portion thereof which it has received from the County within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and received the first and second installments from the County as required by Section 3, the Company shall pay to the County one thousand five hundred and no hundredths (\$1,500.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31<sup>st</sup> of each year during the Jobs Maintenance Period and/or at such other times as the County may request, the Company shall furnish to the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The County may require the Company to provide such other documentation which the County deems necessary to confirm the Company's certification. Any payment due to the County under the provisions of this section shall be paid with the Certificate of Compliance.

(d) Notwithstanding anything contained herein to the contrary, the maximum recapture amount that any Governmental Entity may recover from the Company will be the amount actually received by the Company from such Governmental

Entity under Section 3.

(e) The right of the Governmental Entities to recapture incentives shall survive the termination of this Agreement.

(f) For purposes of this Agreement a year of the Jobs Maintenance Period shall be any twelve month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first two (2) anniversaries thereof and ending on the immediately following anniversary thereof.

**5. Disbursements of the Contributions to the Project by the State.**

All reimbursements by the State to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) Satisfaction of Conditions Precedent. Payment of the State's contribution to the cost of developing, equipping and constructing the Facility shall be by reimbursement of the Company. It shall be the responsibility of the Company to provide to the Debt Management Division of the Alabama Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Request for Reimbursement by the Company. To request reimbursement from the State for costs incurred for developing and constructing of the Facility, STERIS and/or ASC shall submit to the Debt Management Division of the Alabama Department of Finance a "Request for Payment" using the form which is Exhibit A to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the State that the expenditures for which reimbursement is sought were incurred only for the developing or constructing of the Facility and satisfies the additional requirements of subsections (a) and (c) of this Item. Payments to an affiliate of the Company shall not be eligible for reimbursement by the State.

(c) Certificate of Compliance. Each Request For Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company did achieve the relevant Jobs Target as of the designated Jobs Target Date and that the Company has satisfied all of its other commitments and obligations hereunder. The State may require the Company to provide such other documentation that the State deems necessary to confirm the Company's certifications.

(d) Additional Requirements. In addition to the requirements of subsections (a), (b) and (c) of this item, the Company must provide to the Debt Management Division of the Alabama Department of Finance the following documents or information as required by the State:

(i) a certificate of the Facility Architect, Engineer, or other person or persons acceptable to the State, certifying that the work, materials or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the State as being necessary to the developing and constructing of the Facility; or are another reimbursable expense;

(ii) a release by any third party, including a contractor, supplier, or any other entity that may be specified by the State, of claims against the State, and any entity specified by the State to be the subject of the release;

(iii) all approvals that might be required by statute or regulation before the Facility can be occupied and Commencement of Operations, including, by way of example and not for limitation, a Certificate of Occupancy, permits, and licenses; and

(iv) such other documentation as is deemed necessary by the State to establish that the reimbursement will be for costs incurred for the developing, renovating and the equipping of the Facility and will conform to the requirements of applicable law.

(v) an affidavit and such other documentation as is deemed necessary by the State to establish that the Company is in compliance with all applicable laws.

6. **Grounds for Termination of the Obligations of the Governmental Entities.** The obligations hereunder of any Governmental Entity may be terminated by that respective entity upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either the Initial Jobs Target or Final Jobs Target by the date specified herein, or to maintain either of such jobs targets as required by the terms of this Agreement.

(b) Failure of the Company to file any Certificate of Compliance that is required by the terms of this Agreement.

(c) The determination by any Governmental Entity that any representation made by the Company or its agents to induce the Governmental Entities or any agency or subdivision thereof to offer incentives to the Company are not true in any respect.

(d) Failure of the Company to Commence Construction at the Facility by the date specified in the Company's Commitments, Representations and Warranties.

(e) Failure of the Company to Commence Operations at the Facility by the date specified in the Company's Commitments, Representations and

Warranties or to meet its Capital Commitment by the date specified in Section 2.

(f) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(g) A Change of Control of the Company that occurs during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control, all funds paid by any Governmental Entity shall at the option of that Governmental Entity to the Company under Section 3(a) be immediately due and payable by the Company to that Governmental Entity.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused there from by the Governmental Entity to whom such obligation is owed, to be expressed in writing and signed by an authorized representative of the applicable Governmental Entity.

9. **Further Assurances.** The Parties agree to do all things and take all reasonably necessary actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during expansion thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds in accordance with the typical procedures of the applicable Governmental Entity.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions

hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use reasonable efforts to secure such approval or authorization.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

**To the State of Alabama:**

Honorable Robert Bentley, Governor  
State Capitol  
600 Dexter Avenue  
Montgomery, Alabama 36130

With a copy to:

Finance Director  
State Capitol; Room N-105  
600 Dexter Avenue  
Montgomery, Alabama 36130

And a copy to:

Debt Management Division  
Alabama Department of Finance  
100 North Union Street; Suite 224  
Montgomery, Alabama 36130

**To The City of Montgomery, Alabama:**

Todd Strange  
Mayor, City of Montgomery  
City Hall/Room 206  
103 North Perry Street St.  
Montgomery, Alabama 36102

**To Montgomery County, Alabama**

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

**To the Montgomery Area Chamber of Commerce:**

Jessica Horsley  
Project Manager, Corporate Development  
P. O. Box 79  
Montgomery, Alabama 36101

**To The Company:**

Mac McBride  
Director of Montgomery Operations  
2720 Gunter Park Drive East  
Montgomery, Alabama 36109

With a copy to:

STERIS Corporation  
5960 Hensley Road  
Mentor, Ohio 44060  
Attn: General Counsel

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

"Effective Date" means the date upon which this Agreement is signed by the Governor of the State of Alabama.

"Full-Time Employee" shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding executive managers and any and all personnel whose workday is not fully dedicated to the Facility, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America. No employees of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Expanded Facility shall constitute Full-Time Employees, except to the extent that the Company certifies to the Governmental Entities with respect to any such employee (a "Transferred Employee") that it has not eliminated the Transferred Employee's previous position at another facility of the Company or affiliate within Alabama and that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

"Monthly Average" shall be calculated on an annual basis for each applicable year. The Monthly Average shall be calculated by taking the total number of Full-Time Employees working at the facility at the end of each month in the applicable

time period and dividing that sum by twelve (12).

Change of Control shall mean either”:

(i) the acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets.

16. **Indemnification.** The Company shall release, save, hold harmless, and indemnify the Governmental Entities, their elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all claims arising from or in connection with this Agreement or the Project (except for those claims arising out of the gross negligence of intentional misconduct of one or more of the Indemnified Parties), arising from the Company’s breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the applicable Governmental Entity, shall defend the same at the Company’s expense by counsel reasonably satisfactory to the applicable Governmental Entity. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the

expiration or earlier termination of this Agreement.

17. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

*[signature pages follow]*

**WHEREFORE**, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

**STATE OF ALABAMA**

By Robert Bentley July 12, 2012  
Robert Bentley, Governor DATE

Signature Page for Project Roundup Project Agreement

CITY OF MONTGOMERY

By:

Todd Strange, Its Mayor

6/28/12  
DATE

Signature Page for Project Roundup Project Agreement

**MONTGOMERY COUNTY COMMISSION**

By: Elton N. Dean, Sr. 6/25/12  
Elton N. Dean, Sr., Its Chairman DATE

**Signature Page for Project Roundup Project Agreement**

STERIS CORPORATION

By:

David A. Jones 6-28-2012  
David A. Jones, Its Authorized Representative DATE

Signature Page for Project Roundup Project Agreement

AMERICAN STERILIZER COMPANY

By: David A. Johnson 6-28-2012  
David A. Johnson Its VP Global Operations DATE

Signature Page for Project Roundup Project Agreement

**EXHIBIT A**  
**TO PROJECT AGREEMENT BY AND AMONG**  
**THE STATE OF ALABAMA,**  
**THE CITY OF MONTGOMERY,**  
**MONTGOMERY COUNTY COMMISSION,**  
**STERIS CORPORATION**  
**And**  
**AMERICAN STERILIZER COMPANY**

**REQUEST FOR PAYMENT NO. \_\_\_\_\_**

DATE: \_\_\_\_\_

TO: DEBT MANAGEMENT DIVISION  
ALABAMA DEPARTMENT OF FINANCE  
100 NORTH UNION STREET; SUITE 224  
MONTGOMERY, AL 36130-2617

FROM RECIPIENT: \_\_\_\_\_

RE: PROJECT \_\_\_\_\_

PROJECT AGREEMENT DATED: \_\_\_\_\_

AMOUNT REQUESTED: \$ \_\_\_\_\_

---

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Request for Payment are invoices or other evidence of documentation of these expenses and the payment thereof.

**STERIS CORPORATION**  
**AMERICAN STERILIZER COMPANY**

By: \_\_\_\_\_  
Its: Authorized Representative

**EXHIBIT B**  
**AIDT LETTER**

Void after 180 days

April 30, 2012

Ms. Jessica Horsley  
Project Manager, Corporate Development  
Montgomery Area Chamber of Commerce  
41 Commerce Street  
Montgomery, AL 36101

Dear Ms. Horsley:

AIDT commits to provide a comprehensive recruiting and training program for your client, Steris, based on their plans to create new jobs by expanding their existing Alabama facility.

After 180 days from the issue of this letter, this commitment expires. A request for an extension or revised pre-loc must be submitted.

Since 1971, AIDT has assisted approximately 3,000 new and expanding companies in the state of Alabama in the recruiting, selection and training of nearly 400,000 employees. These companies have used almost every kind of production process to make a wide variety of products. Through our close working relationships with these companies AIDT has developed consistently effective processes for the recruitment, selection and training of skilled and motivated employees.

AIDT typically produces a workforce that performs at or above the 50 percent level on the learning curve—a result of both the technical training our trainees receive and the process by which they are selected. Attitude is a key indicator in trainee selection. AIDT and company representatives participate in rigorous screening and interviewing, which allows us to identify the most highly qualified and experienced employee candidates. Applicants who do not meet minimum qualifications are not accepted.

Applicants who meet the selection criteria are enrolled in job specific, pre-employment training for detailed assessment of attitude, character, work ethic, literacy, teamwork and technical learning ability. Trainees who successfully complete the training program are highly motivated and naturally perform above expectations. Their high level of technical proficiency is a bonus. Trainees who do not perform at skill and behavior standards are dropped from the training program.

Please accept the following as our firm commitment of assistance to your client.

Staff members and I will meet with your client's representatives at their convenience. Through discussions we will identify minimum qualifications based on employee skill sets, establish training criteria and define curricula content. Required behavior and performance criteria will be defined to determine what the company expects of its employees.

Ms. Jessica Horsley  
Page Two  
April 30, 2012

AIDT will recruit trainees for potential full-time employment. Only candidates who successfully complete the interview process are enrolled in training. Alabama's labor market has consistently allowed AIDT to generate sufficient numbers of qualified applicants. This allows a high degree of selectivity, which benefits the company. We recommend for employment only those trainees who successfully complete the program and exhibit a positive attitude and motivation for the job.

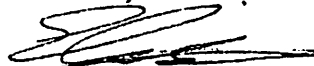
AIDT assumes all reasonable costs of program development, instructors, equipment, consumable supplies, and training aids.

The above commitment is contingent upon a company starting wage of \$10.00 per hour, plus benefits. This is not an average wage. These employment opportunities must be at least 10 full-time positions, with a minimum of 36 hours per week and maintained year round.

A critical part of partnership is communication. To begin our process, it is essential that we receive your hiring or manning timeline/schedule. We understand it may be a "working" document and is subject to change.

AIDT's pre-employment selection system and on-the-job training program is ISO 9001:2008 registered. We are prepared to ensure the success of any training program we support for your client's company. We will be pleased to meet with you and your client to discuss in detail how we can be a critical part of their successful expansion in Alabama.

Sincerely,



Ed Castile  
Director

EC/KT/rh

## ATTACHMENT

The following is an estimated dollar value relative to AIDT support committed to new businesses locating in Alabama. These estimates should not be interpreted as an offer by AIDT to make monetary grants. They are simply our best estimates relative to the value of the services and/or resources that may be provided or employed to meet the training needs of the company.

This value page is no longer valid after 180 days.

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1.  | <b>Program Development</b><br>Develop all necessary training materials, edit, and print.                                                                                                                                                                                                                                                                                                                                                                                                        | \$25,000  |
| 2.  | <b>Applicant Recruiting and Screening</b><br>AIDT will place media ads, screen and interview all applicants.                                                                                                                                                                                                                                                                                                                                                                                    | \$20,000  |
| 3.  | <b>Pre-employment Training</b><br>AIDT will conduct a pre-employment training program that will give all candidates the necessary skills and knowledge and determine the attitudes of your complete workforce. The pre-employment training is a replacement for an assessment center, which normally costs a company approximately \$4,000 per employee. The pre-employment training program is at no cost to the company, which affords the company a savings, for 80 employees, of \$320,000. | \$320,000 |
| 4.  | <b>Post-Employment Training (Direct Reimbursement)</b><br>AIDT will reimburse the company for the costs of company provided instructors for any required and negotiated post-employment training. Amount not to exceed \$32,000.                                                                                                                                                                                                                                                                | \$32,000  |
| 5.  | <b>Instructor Development (Direct Reimbursement)</b><br>Reimbursement for travel time for instructor(s) development at other locations, at their actual hourly rate of pay, up to \$25.00 per hour. Amount not to exceed \$16,000.                                                                                                                                                                                                                                                              | \$16,000  |
| 6.  | <b>Training Cash Incentives (Direct Reimbursement)</b><br>This reimbursement may be used for training related expenses for expansion. Expenses may include but are not limited to vendor training, travel for trainers, professional recruiting services, and other training related expenses as agreed on by the company and AIDT. Amount not to exceed \$100,000.                                                                                                                             | \$100,000 |
| 7.  | <b>Mobile Training Units (MTU's)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$250,000 |
| 8.  | <b>Leadership Development</b><br>Savings predicated on experience that companies would have to pay a consultant for management development and training.                                                                                                                                                                                                                                                                                                                                        | \$20,000  |
| 9.  | <b>Training Video</b><br>Customized, orientation or job-specific.                                                                                                                                                                                                                                                                                                                                                                                                                               | \$40,000  |
| 10. | <b>Maintenance Assessments</b><br>AIDT will provide a maintenance assessment process to determine a persons ability and skill level in maintenance. We can offer this process to assist with the decision making on new hires and/or to determine areas where training is needed. Estimated savings to the company is \$30,000.                                                                                                                                                                 | \$30,000  |

Ms. Jessica Horsley  
Page Four  
April 30, 2012

|     |                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 11. | <b>Safety Assistance and Training</b><br>AIDT will provide a full service safety assistance program that includes audits, recommendations, and training to resolve any issues. This assistance helps companies get their OSHA documentation in order and make their plant OSHA compliant. We have safety specialists and trainers on staff ready to serve as needed for the start-up and beyond. | <b>\$30,000</b>  |
| 12. | <b>Process Improvement Assistance</b><br>AIDT will assess company processes to identify improvement opportunities, training needs, and assist the company in establishing an improvement process. Estimated savings to the company is \$30,000.                                                                                                                                                  | <b>\$30,000</b>  |
|     | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$913,000</b> |

These are all estimated figures. The actual numbers can only be realized after full development of the training program.

## AMENDMENT TO PROJECT AGREEMENT

**THIS AMENDMENT TO PROJECT AGREEMENT** (the "Amendment") is hereby made and entered into as of the 9<sup>th</sup> day of ~~May~~ 2014 by and between the **State of Alabama** (the "State"); the **City of Montgomery**, (the "City"); **Montgomery County, Alabama**, (the "County") (the City, and County are herein referred to as the "Local Parties"); as well as **Steris Corporation and American Sterilizer Company** (collectively the "Company"), to amend that certain Project Agreement entered by and among the parties on July 12, 2012 (the "Project Agreement").

### WITNESSETH:

WHEREAS, the Parties hereto entered into that certain Project Agreement dated July 12, 2012 relating to the expansion of its facilities (the "Expanded Facility"), as defined in the Project Agreement, in the City of Montgomery, Alabama; and

WHEREAS, the Company met its Initial Jobs Target of forty (40) new Full Time Employees by the Initial Jobs Target Date of June 30, 2013, but is not on pace to meet its Final Jobs Target of eighty (80) new Full-Time Employees by the Final Jobs Target Date of June 30, 2014; and

WHEREAS, this delay is due at least in part to unanticipated difficulties in identifying Alabama-based and other United States-based vendors of equipment, components and raw materials as the Company moves production to Alabama from vendors in Europe; and

WHEREAS, the Company has exceeded its investment target of \$11,000,000 by over \$500,000 and has achieved seventy (70) new Full-Time Employees, which is only ten (10) jobs short of its final Jobs Target; and

WHEREAS, the Company has represented to the State and Local Parties that the Company expects to be able to meet the final Jobs Target by June 30, 2015, and in return for agreement by the State to the other amendments contained herein, the Company has offered to extend the Jobs Maintenance Period from three (3) years to four (4) years; and;

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the City, County and State and, in the long term, will encourage further economic development within the City, County and State to enter into this Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Project Agreement as follows:

1. Section 2(d) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 2(d) to read as follows:

(d) Not later than June 30, 2015 (the "Final Jobs Target Date"), the Company

shall employ, in addition to two hundred sixty (260) Existing Employees earning at least \$21.86 exclusive of benefits, at least eighty (80) new Full-Time Employees at the Expanded Facility (the "Final Jobs Target"), with an average wage at least equal to the Required Employee Pay Scale.

2. Section 4(a)(ii) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 4(a)(ii) to read as follows:

(ii) If the Company has achieved the Initial Jobs Target and received the first and second installments from the State as required under Section 3, the Company shall pay to the State ten thousand and no hundredths (\$10,000.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any year of the period beginning when the Company achieves the Initial Jobs Target and ending four (4) years thereafter (the "Jobs Maintenance Period"), that the Total Number of Full-Time Employees is less than the Initial Jobs Target. If the Company has received some, but less than all, of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .025 times the amount received.

3. Section 4(f) of the Project Agreement, is hereby deleted and, in lieu thereof, the following is inserted as a new Section 4(f) to read as follows:

(f) For purposes of this Agreement, a year of the Jobs Maintenance Period shall be any twelve month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first three (3) anniversaries thereof and ending on the immediately following anniversary thereof.

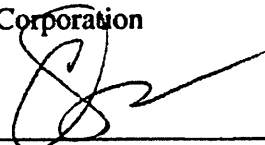
Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning set forth in the Project Agreement.

IN WITNESS WHEREOF, each of the parties has hereunto caused this Amendment to be executed on its behalf by a duly authorized officer.

STERIS Corporation

By:

Its

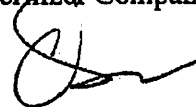
  
\_\_\_\_\_  
SR VP  
\_\_\_\_\_

4/29/14

Signature Page  
for  
Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

American Sterilizer Company

By:



Its:

S & VP

4/29/14

Signature Page  
for

Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

CITY OF MONTGOMERY ("City")

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

4.30.14

Signature Page

for

Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

MONTGOMERY COUNTY, ALABAMA  
("County")

By: Montgomery County Commission

By: Elton N. Hearn, Jr.  
Chairman

Attest: Ingall Z. Morris  
5/6/14  
County Administrator

Signature Page  
for  
Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

STATE OF ALABAMA ("State")

By: Robert Bentley  
Governor

*by*  
*Stb*

Signature Page  
for

Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

## SECOND AMENDMENT TO PROJECT AGREEMENT

THIS SECOND AMENDMENT TO PROJECT AGREEMENT (the "Amendment") is hereby made and entered into as of the 25th day of April, 2015 by and among the State of Alabama (the "State"); the City of Montgomery, (the "City"); Montgomery County, Alabama, (the "County") (the City, and County are herein referred to as the "Local Parties"); as well as Steris Corporation and American Sterilizer Company (collectively the "Company") (each of the foregoing parties being referred to herein as a "Party" to this Agreement and being collectively referred to herein as the "Parties") to amend that certain Project Agreement entered into by and among the Parties on July 12, 2012, and that Amendment to the Project Agreement entered into by and Among the Parties as of May 9, 2014 (collectively the "Project Agreement").

### WITNESSETH:

WHEREAS, the Parties hereto entered into that certain Project Agreement described above relating to the expansion of its facilities (the "Expanded Facility"), as defined in the Project Agreement, in the City of Montgomery, Alabama; and

WHEREAS, the Company met its Initial Jobs Target of forty (40) new Full Time Employees by the Initial Jobs Target Date of June 30, 2013, but failed to meet its Final Jobs Target of eighty (80) new Full-Time Employees by the Final Jobs Target Date of June 30, 2015; and

WHEREAS, the State and Local Parties are satisfied that the Company has made and will continue to make commercially reasonable efforts to reach its Final Jobs Target; and

WHEREAS, the Company has exceeded its investment target of \$11,000,000 by over \$500,000 and has achieved seventy (70) new Full-Time Employees, which is only ten (10) jobs short of its Final Jobs Target; and

WHEREAS, the Company has represented to the State and Local Parties that the Company expects to be able to meet the Final Jobs Target by December 31, 2015, and in return for agreement by the State to the other amendments contained herein, the Company has offered to extend the Jobs Maintenance Period from four (4) years to five (5) years; and

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the City, County and State and, in the long term, will encourage further economic development within the City, County and State to enter into this Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises, and in order to promote economic development in Alabama, the Parties hereby amend the Project Agreement as follows:

1. Section 2(d) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 2(d) to read as follows:

## SECOND AMENDMENT TO PROJECT AGREEMENT

**THIS SECOND AMENDMENT TO PROJECT AGREEMENT** (the "Amendment") is hereby made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and among the **State of Alabama** (the "State"); the **City of Montgomery**, (the "City"); **Montgomery County, Alabama**, (the "County") (the City, and County are herein referred to as the "Local Parties"); as well as **Steris Corporation** and **American Sterilizer Company** (collectively the "Company") (each of the foregoing parties being referred to herein as a "Party" to this Agreement and being collectively referred to herein as the "Parties") to amend that certain Project Agreement entered into by and among the Parties on July 12, 2012, and that Amendment to the Project Agreement entered into by and Among the Parties as of May 9, 2014 (collectively the "Project Agreement").

### WITNESSETH:

WHEREAS, the Parties hereto entered into that certain Project Agreement described above relating to the expansion of its facilities (the "Expanded Facility"), as defined in the Project Agreement, in the City of Montgomery, Alabama; and

WHEREAS, the Company met its Initial Jobs Target of forty (40) new Full Time Employees by the Initial Jobs Target Date of June 30, 2013, but failed to meet its Final Jobs Target of eighty (80) new Full-Time Employees by the Final Jobs Target Date of June 30, 2015; and

WHEREAS, the State and Local Parties are satisfied that the Company has made and will continue to make commercially reasonable efforts to reach its Final Jobs Target; and

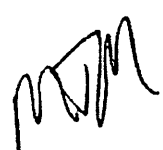
WHEREAS, the Company has exceeded its investment target of \$11,000,000 by over \$500,000 and has achieved seventy (70) new Full-Time Employees, which is only ten (10) jobs short of its Final Jobs Target; and

WHEREAS, the Company has represented to the State and Local Parties that the Company expects to be able to meet the Final Jobs Target by December 31, 2015, and in return for agreement by the State to the other amendments contained herein, the Company has offered to extend the Jobs Maintenance Period from four (4) years to five (5) years; and

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the City, County and State and, in the long term, will encourage further economic development within the City, County and State to enter into this Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises, and in order to promote economic development in Alabama, the Parties hereby amend the Project Agreement as follows:

1. Section 2(d) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 2(d) to read as follows:



## SECOND AMENDMENT TO PROJECT AGREEMENT

**THIS SECOND AMENDMENT TO PROJECT AGREEMENT** (the "Amendment") is hereby made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and among the **State of Alabama** (the "State"); the **City of Montgomery**, (the "City"); **Montgomery County, Alabama**, (the "County") (the City, and County are herein referred to as the "Local Parties"); as well as **Steris Corporation** and **American Sterilizer Company** (collectively the "Company") (each of the foregoing parties being referred to herein as a "Party" to this Agreement and being collectively referred to herein as the "Parties") to amend that certain Project Agreement entered into by and among the Parties on July 12, 2012, and that Amendment to the Project Agreement entered into by and Among the Parties as of May 9, 2014 (collectively the "Project Agreement").

### WITNESSETH:

WHEREAS, the Parties hereto entered into that certain Project Agreement described above relating to the expansion of its facilities (the "Expanded Facility"), as defined in the Project Agreement, in the City of Montgomery, Alabama; and

WHEREAS, the Company met its Initial Jobs Target of forty (40) new Full Time Employees by the Initial Jobs Target Date of June 30, 2013, but failed to meet its Final Jobs Target of eighty (80) new Full-Time Employees by the Final Jobs Target Date of June 30, 2015; and

WHEREAS, the State and Local Parties are satisfied that the Company has made and will continue to make commercially reasonable efforts to reach its Final Jobs Target; and

WHEREAS, the Company has exceeded its investment target of \$11,000,000 by over \$500,000 and has achieved seventy (70) new Full-Time Employees, which is only ten (10) jobs short of its Final Jobs Target; and

WHEREAS, the Company has represented to the State and Local Parties that the Company expects to be able to meet the Final Jobs Target by December 31, 2015, and in return for agreement by the State to the other amendments contained herein, the Company has offered to extend the Jobs Maintenance Period from four (4) years to five (5) years; and

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the City, County and State and, in the long term, will encourage further economic development within the City, County and State to enter into this Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises, and in order to promote economic development in Alabama, the Parties hereby amend the Project Agreement as follows:

1. Section 2(d) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 2(d) to read as follows:

(d) Not later than December 31, 2015 (the "Final Jobs Target Date"), the Company shall employ, in addition to two hundred sixty (260) Existing Employees earning at least \$21.86 exclusive of benefits, at least eighty (80) new Full-Time Employees at the Expanded Facility (the "Final Jobs Target"), with an average wage at least equal to the Required Employee Pay Scale.

2. Section 4(a)(ii) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Section 4(a)(ii) to read as follows:

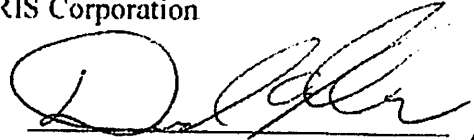
(ii) If the Company has achieved the Initial Jobs Target and received the first and second installments from the State as required under Section 3, the Company shall pay to the State ten thousand and no hundredths (\$10,000.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any year of the period beginning when the Company achieves the Initial Jobs Target and ending five (5) years thereafter (the "Jobs Maintenance Period"), that the Total Number of Full-Time Employees is less than the Initial Jobs Target. If the Company has received some, but less than all, of the first and second installments the amount per job in the formula above shall be replaced by an amount equal to .025 times the amount received.

Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning set forth in the Project Agreement.

IN WITNESS WHEREOF, each of the parties has hereunto caused this Amendment to be executed on its behalf by a duly authorized officer.

STERIS Corporation

By:



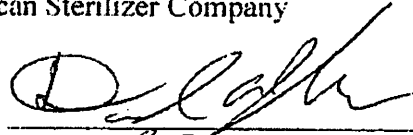
Its

SVP Legal / S. L. H.

Signature Page  
for  
Second Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

American Sterilizer Company

By:

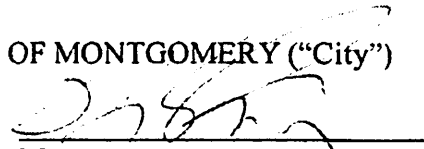


Its:

SVP Surgical Solutions

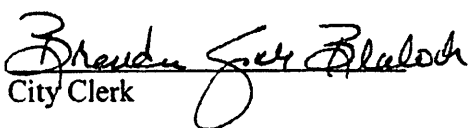
Signature Page  
for  
Second Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

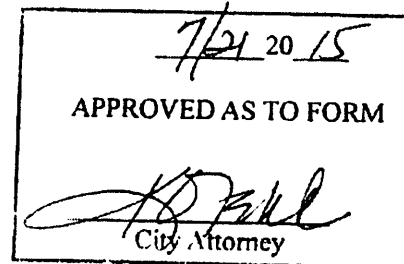
CITY OF MONTGOMERY ("City")

By: 

Mayor

Attest:

  
City Clerk



Signature Page  
for  
Second Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

MONTGOMERY COUNTY, ALABAMA  
("County")

By: Montgomery County Commission

By: Elton M. Davenport  
Chairman

Attest: Donald Z. Morris

County Administrator

Signature Page  
for  
Second Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

STATE OF ALABAMA ("State")

By:

Robert Bentley  
Governor  
8/25/15

# PAYMENT APPLICATION

|                                         |  |                           |                                    |                          |            |                                     |
|-----------------------------------------|--|---------------------------|------------------------------------|--------------------------|------------|-------------------------------------|
| <b>TO:</b> MONTGOMERY COUNTY COMMISSION |  | <b>PROJECT</b>            | <b>JAIL</b>                        | <b>APPLICATION #</b>     | <b>3</b>   | <b>Distribution to:</b>             |
| P.O. BOX 1667                           |  | <b>NAME AND LOCATION:</b> | MONTGOMERY CO JAIL KITCHEN REPAIRS | <b>PERIOD THRU:</b>      | 01/20/2016 | <input type="checkbox"/> OWNER      |
| MONTGOMERY, AL 36102                    |  |                           | P.O. BOX 1667                      | <b>PROJECT #s:</b>       |            | <input type="checkbox"/> ARCHITECT  |
| Attn: ELTON DEAN, SR                    |  |                           | MONTGOMERY, AL 36102               | <b>DATE OF CONTRACT:</b> | 09/09/2015 | <input type="checkbox"/> CONTRACTOR |
| FROM: HOLLEY-HENLEY BUILDERS, INC       |  | <b>ARCHITECT:</b>         | P H & J ARCHITECTS                 |                          |            |                                     |
| PO DRAWER 210097                        |  |                           | P.O. BOX 215                       |                          |            |                                     |
| MONTGOMERY, AL 36121-0097               |  |                           | MONTGOMERY, AL 36101               |                          |            |                                     |
| <b>FOR:</b>                             |  |                           |                                    |                          |            |                                     |

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

|                                                                          |              |  |
|--------------------------------------------------------------------------|--------------|--|
| 1. CONTRACT AMOUNT                                                       | \$349,471.00 |  |
| 2. SUM OF ALL CHANGE ORDERS                                              | \$2,917.20   |  |
| 3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)                                | \$352,388.20 |  |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)            | \$352,388.20 |  |
| 5. RETAINAGE:                                                            |              |  |
| a. 0.00% of Completed Work (Columns D + E on Continuation Page)          | \$0.00       |  |
| b. 0.00% of Material Stored (Column F on Continuation Page)              | \$0.00       |  |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page)          | \$0.00       |  |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$352,388.20 |  |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS                                    | \$339,879.65 |  |
| 8. PAYMENT DUE                                                           | \$12,508.55  |  |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6)                           | \$0.00       |  |

| SUMMARY OF CHANGE ORDERS                  | ADDITIONS         | DEDUCTIONS    |
|-------------------------------------------|-------------------|---------------|
| Total changes approved in previous months | \$0.00            | \$0.00        |
| Total approved this month                 | \$2,917.20        | \$0.00        |
| <b>TOTALS</b>                             | <b>\$2,917.20</b> | <b>\$0.00</b> |
| <b>NET CHANGES</b>                        | <b>\$2,917.20</b> |               |

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HOLLEY-HENLEY BUILDERS, INC

By: [Signature] Date: 01/20/2016

CHAD HOLLEY

State of: ALABAMA

County of: MONTGOMERY

Subscribed and sworn to before

me this 20th day of January 2016

Notary Public: DEBORAH D. YOUNG

My Commission Expires: 06/26/16

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: .....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature] P H & J Architects, Inc.

By: [Signature] Date: 01-21-2016

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Quantum Software Solutions, Inc. Document

# **AIA® Document G701™ – 2001**

## **Change Order**

|                                          |                                            |                                                        |
|------------------------------------------|--------------------------------------------|--------------------------------------------------------|
| <b>PROJECT</b> (Name and address):       | <b>CHANGE ORDER NUMBER:</b> 001            | <b>OWNER:</b> <input checked="" type="checkbox"/>      |
| 1208GVM Montgomery Co. Jail              | <b>DATE:</b> January 19, 2016              | <b>ARCHITECT:</b> <input checked="" type="checkbox"/>  |
| Dishwasher/Kitchen Renovations           |                                            | <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> |
| <b>TO CONTRACTOR</b> (Name and address): | <b>ARCHITECT'S PROJECT NUMBER:</b> 1208GVM | <b>FIELD:</b> <input type="checkbox"/>                 |
| Holley-Henley Builders, Inc,             | <b>CONTRACT DATE:</b> September 9, 2015    | <b>OTHER:</b> <input type="checkbox"/>                 |
| 438-A Twain Curve                        | <b>CONTRACT FOR:</b> General Construction  |                                                        |
| Montgomery, AL 36117                     |                                            |                                                        |

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD Allowance Justification.....\$2,917.20

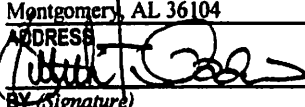
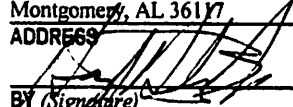
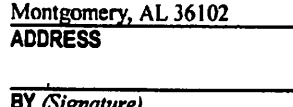
|                                                                          |    |            |
|--------------------------------------------------------------------------|----|------------|
| The original Contract Sum was                                            | \$ | 349,471.00 |
| The net change by previously authorized Change Orders                    | \$ | 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ | 349,471.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 2,917.20   |
| The new Contract Sum including this Change Order will be                 | \$ | 352,388.20 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

|                                                                                     |                                                                                     |                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>PH&amp;J Architects, Inc.</b>                                                    | <b>Holley-Henley Builders, Inc.</b>                                                 | <b>Montgomery County Commission</b>                                                   |
| <b>ARCHITECT</b> (Firm name)                                                        | <b>CONTRACTOR</b> (Firm name)                                                       | <b>OWNER</b> (Firm name)                                                              |
| 807 S. McDonough Street                                                             | 438-A Twain Curve                                                                   | PO Box 1667                                                                           |
| Montgomery, AL 36104                                                                | Montgomery, AL 36117                                                                | Montgomery, AL 36102                                                                  |
| <b>ADDRESS</b>                                                                      | <b>ADDRESS</b>                                                                      | <b>ADDRESS</b>                                                                        |
|  |  |  |
| <b>BY</b> (Signature)                                                               | <b>BY</b> (Signature)                                                               | <b>BY</b> (Signature)                                                                 |
| <b>Patrick Addison, Vice President</b>                                              | <b>Hoyt Henley Jr., Vice President</b>                                              | <b>Elton Dean, Sr. Chairman</b>                                                       |
| (Typed name)                                                                        | (Typed name)                                                                        | (Typed name)                                                                          |
| 2016-1-19                                                                           | 1-20-16                                                                             |                                                                                       |
| <b>DATE</b>                                                                         | <b>DATE</b>                                                                         | <b>DATE</b>                                                                           |

**AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:29 on 01/19/2016 under Order No.7483954815\_1 which expires on 05/16/2016, and is not for resale.

User Notes:

(1412778583)

1  
16-3

## CHANGE ORDER NUMBER ONE SUMMARY SHEET

Miscellaneous Montgomery County Jail Kitchen Repairs for  
Montgomery County Commission, Montgomery, Alabama

**PH&J #1208-GVM**

| <u>ITEM</u>   | <u>RFP #</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                       | <u>COST</u>       | <u>DAYS</u> |
|---------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| <b>A</b>      | -            | Owner's Allowance (Included in Project Base Bid Amount)                                                                                                                                                                  | (\$20,000.00)     | 0           |
| <b>1</b>      |              | Relocate Exhaust Duct due to Exhaust Hood and Structure, so as not to Lower Existing Ceiling Heights in Dishwasher Room                                                                                                  | \$3,251.05        |             |
| <b>2</b>      |              | Miscellaneous Electrical Work to Correct Electrical Wiring Modifications to Kitchen that were under Sized for the Kitchen Equipemnt and Miscellaneous work to comply with Additional Health Department Code requirements | \$10,408.65       |             |
| <b>3</b>      |              | Repair additional Tile Floor in Kitchen area for Health, Life and safety.                                                                                                                                                | \$9,257.50        |             |
| <b>TOTALS</b> |              |                                                                                                                                                                                                                          | <b>\$2,917.20</b> | <b>0</b>    |

RFP = Request for Proposal Number

FEB 16 2016

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION

### BUDGET CHANGE REQUEST

REQUEST NUMBER 27

|                             |                            |               |                  |           |
|-----------------------------|----------------------------|---------------|------------------|-----------|
| DEPARTMENT:                 | County Comm Appropriations | REVIEWED:     | S. Thomas        | 2/11/2016 |
| DATE:                       | 2/11/2016                  |               | Finance Director | Date      |
| REQUESTED BY:               | Donald L. Mims             | APPROVED:     |                  |           |
| Elected Official/Dept. Head |                            | Administrator |                  | Date      |

| ACCOUNT<br>NAME                                 | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|-------------------------------------------------|-------------------|-------------------|------------------------|-------------------|
| Blue Gray National Collegiate<br>Tennis Classic | 001-57201.441     | 0                 | 8,000                  | 8,000             |
| In House Misc. Appropriations                   | 001-59310.498     | 67,500            | (8,000)                | 59,500            |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
|                                                 |                   |                   |                        |                   |
| <b>TOTAL</b>                                    |                   | 67,500            | 0                      | 67,500            |

**JUSTIFICATION:**

Appropriate funds for the 2016 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.

17-1

FEB 16 2016

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 28

|                             |                           |               |                  |           |
|-----------------------------|---------------------------|---------------|------------------|-----------|
| DEPARTMENT:                 | County Comm Appropriation | REVIEWED:     | S. Thomas        | 2/11/2016 |
| DATE:                       | 2/11/2016                 |               | Finance Director | Date      |
| REQUESTED BY:               | Donald L. Mims            | APPROVED:     |                  |           |
| Elected Official/Dept. Head |                           | Administrator |                  | Date      |

| ACCOUNT<br>NAME  | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|------------------|-------------------|-------------------|------------------------|-------------------|
| Child Protect    | 001-56120.461     | 3,750             | 5,300                  | 9,050             |
| Donation Revenue | 001-40000.47701   | (287,000)         | (5,300)                | (292,300)         |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        |                   |
|                  |                   |                   |                        |                   |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
|                  |                   |                   |                        | 0                 |
| TOTAL            |                   | (283,250)         | 0                      | (283,250)         |

JUSTIFICATION:

Budget for an appropriation to Child Protect for demolition of building.

ORIGINAL

POSITION FILL REQUEST

| COMPLETED ACTION DATES |                |
|------------------------|----------------|
| 1. _____               | dept request   |
| 2. _____               | admin review   |
| 3. _____               | pers dept      |
| 4. _____               | cert to admin  |
| 5. _____               | dept selection |
| 6. _____               | final review   |

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Lieutenant

Position Number 086

Proposed Effective Date March 1, 2016

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

( ☒ ) Promotional Register ( ) Transfer  
( ) Open Competitive Register ( ) Reemployment

Pay Grade PC4 \$44,078 - \$65,858

Derrick Cunningham  
Pay step to be based upon City and County of Montgomery Personnel  
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

mea  
Department Head

2. Administrative Review

( ) Approved  
( ) Disapproved

\_\_\_\_\_  
Funding Authority

3. Certification

Promotional \_\_\_\_\_ Candidates  
Open-Competitive \_\_\_\_\_ Candidates  
Transfer \_\_\_\_\_ Candidates

\_\_\_\_\_  
Personnel Director

Date \_\_\_\_\_

4. Selectee:

\_\_\_\_\_  
Appointing Authority

Date \_\_\_\_\_

5. ( ) Manpower data entered by \_\_\_\_\_

Date \_\_\_\_\_

( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_

## POSITION FILL REQUEST

## COMPLETED ACTION DATES

**DEPARTMENT:** M. C. Sheriff's Office - Detention Facility

**DEPARTMENT HEAD:** Derrick Cunningham, Sheriff

**SUPERVISOR:** W. Robinson, Colonel

1. \_\_\_\_\_ dept request
2. \_\_\_\_\_ admin review
3. \_\_\_\_\_ pers dept
4. \_\_\_\_\_ cert to admin
5. \_\_\_\_\_ dept selection
6. \_\_\_\_\_ final review

1. Position Title **Corrections Officer Sergeant**

**Position Number**    TBD

**Proposed Effective Date**                      **March 1, 2016**

Type of Appointment ( X ) Permanent ( ) Temporary

## Recruiting

( X ) Promotional Register ( ) Transfer  
( ) Open Competitive Register ( ) Reemployment

**Pay Grade**                      **PC3    \$39,257 - \$58,655**

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

Department Head

## 2. Administrative Review

( ) Approved  
( ) Disapproved

**Funding Authority**

### 3. Certification

|                  |       |            |
|------------------|-------|------------|
| Promotional      | _____ | Candidates |
| Open-Competitive | _____ | Candidates |
| Transfer         | _____ | Candidates |

Date \_\_\_\_\_

**Personnel Director**

4. **Selectee:**

Date \_\_\_\_\_

**Appointing Authority**

5. ( ) Manpower data entered by \_\_\_\_\_  
( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

- |          |                |
|----------|----------------|
| 1. _____ | dept request   |
| 2. _____ | admin review   |
| 3. _____ | pers dept      |
| 4. _____ | cert to admin  |
| 5. _____ | dept selection |
| 6. _____ | final review   |

1. Position Title Corrections Officer Corporal

Position Number TBD

Proposed Effective Date March 1, 2016

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

- ( ☒ ) Promotional Register ( ) Transfer  
( ) Open Competitive Register ( ) Reemployment

Pay Grade PC2 \$33,747 - \$50,423

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

Derrick Cunningham  
Department Head

2. Administrative Review

- ( ) Approved  
( ) Disapproved

Funding Authority

3. Certification

|                  |       |            |
|------------------|-------|------------|
| Promotional      | _____ | Candidates |
| Open-Competitive | _____ | Candidates |
| Transfer         | _____ | Candidates |

Date \_\_\_\_\_

Personnel Director

4. Selectee:

Date \_\_\_\_\_

Appointing Authority

5. ( ) Manpower data entered by \_\_\_\_\_

Date \_\_\_\_\_

( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. \_\_\_\_\_ dept request
2. \_\_\_\_\_ admin review
3. \_\_\_\_\_ pers dept
4. \_\_\_\_\_ cert to admin
5. \_\_\_\_\_ dept selection
6. \_\_\_\_\_ final review

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number TBD

Proposed Effective Date March 1, 2016

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

- ( ) Promotional Register ( ) Transfer  
( ☒ ) Open Competitive Register ( ) Reemployment

Pay Grade PCT Corrections Officer Trainee - \$30,096  
PC1 Corrections Officer - \$31,344 - \$46,832

Derrick Cunningham Date January 22, 2016  
Department Head mwa

2. Administrative Review

- ( ) Approved  
( ) Disapproved

Funding Authority

3. Certification

Promotional \_\_\_\_\_ Candidates  
Open-Competitive \_\_\_\_\_ Candidates  
Transfer \_\_\_\_\_ Candidates

\_\_\_\_\_  
Personnel Director Date \_\_\_\_\_

4. Selectee:

\_\_\_\_\_  
Appointing Authority Date \_\_\_\_\_

5. ( ) Manpower data entered by \_\_\_\_\_ Date \_\_\_\_\_  
( ) Payroll entered by \_\_\_\_\_ Date \_\_\_\_\_

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 18

Date: February 11, 2016  
To: Donald L. Mims, Administrator  
From: Donald L. Mims, Administrator  
Re: Travel / Training Request

**AGENDA**

FEB 16 2016

Request approval to be granted for the following:

Destination: Prattville, AL  
Departure Date: April 6, 2016 Return Date: April 7, 2016  
Conference Leave (Days / Hours): 2 Day  
Purpose of Travel: CGEI Finance and Revenue Class

Traveler (s) Name: 1. Donald L. Mims 4. \_\_\_\_\_  
2. Florence M. Cauthen 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$419.12 Advance Registration Required: \$350.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$350.00 / Mileage - \$69.12

To: Donald L. Mims, Administrator  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$419.12 and advance registration of \$350.00 is authorized.

**To be completed by the Finance Department**

|                    |                                          |
|--------------------|------------------------------------------|
| Fund Code:         | <u>001-51100.265</u> (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u>       |
| Current Budget:    | <u>\$22,500.00</u>                       |
| Approved Requests: | <u>\$12,496.96</u>                       |
| Budget Available:  | <u>\$10,003.04</u>                       |
| Current Requests:  | <u>\$419.12</u>                          |
| Budget Balance:    | <u>\$9,583.92</u>                        |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2016

cc: Finance Director / Buyer

Revised October 12, 2005

20-1

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 19

Date: February 11, 2016  
To: Donald L. Mims, Administrator  
From: Donald L. Mims, Administrator  
Re: Travel / Training Request

**AGENDA**

**FEB 16 2016**

Request approval to be granted for the following:

Destination: Washington, D.C.  
Departure Date: March 16, 2016 Return Date: March 18, 2016  
Conference Leave (Days / Hours): 3 Day  
Purpose of Travel: Montgomery Chamber of Commerce's Annual Washington Fly-In

Traveler (s) Name: 1. Daniel Harris 4. \_\_\_\_\_  
2. Jiles Williams 5. \_\_\_\_\_  
3. Ronda Walker 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☒  
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$4,491.00 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: Air Fare - \$1,800 / Hotel - \$1,866 / Meals - \$675 / Taxi - \$150

To: Donald L. Mims, Administrator  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$4,491.00 and advance registration of \$0.00 is authorized.

**To be completed by the Finance Department**

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Fund Code:         | <u>001-51100.265</u>               | (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u> |                     |
| Current Budget:    | <u>\$22,500.00</u>                 |                     |
| Approved Requests: | <u>\$12,916.08</u>                 |                     |
| Budget Available:  | <u>\$9,583.92</u>                  |                     |
| Current Requests:  | <u>\$4,491.00</u>                  |                     |
| Budget Balance:    | <u>\$5,092.92</u>                  |                     |

Donald L. Mims, Administrator

Reviewed by: M. Knighten

Date: 2/11/2016

cc: Finance Director / Buyer

Revised October 12, 2005

20-2

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 4

Date: February 10, 2016  
To: Donald L. Mims, Administrator  
From: Janet Buskey, Revenue Comm  
Re: Travel / Training Request

**AGENDA**

FEB 16 2016

Request approval to be granted for the following:

Destination: Auburn, AL  
Departure Date: April 11, 2016 Return Date: April 15, 2016  
Conference Leave (Days / Hours): 5 days  
Purpose of Travel: Property Tax Administration & Laws

Traveler (s) Name: 1. Chelsye D. Sewell 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$827.40 Advance Registration Required: \$275.00  
Department Name: Revenue Commission Fund Name: General Fund  
Additional Comments: Total est. cost includes registration fees.

To: Janet Buskey, Revenue Comm  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$827.40 and advance registration of \$275.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>001-51500.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$4,400.00</u>                        |
| Approved Requests:                               | <u>\$2,724.80</u>                        |
| Budget Available:                                | <u>\$1,675.20</u>                        |
| Current Requests:                                | <u>\$827.40</u>                          |
| Budget Balance:                                  | <u>\$847.80</u>                          |

Donald L. Mims, Administrator

Reviewed by: S. Thomas  
Date: 2/10/2016  
cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 5

Date: February 10, 2016  
To: Donald L. Mims, Administrator  
From: Janet Buskey, Revenue Comm  
Re: Travel / Training Request

**AGENDA**

FEB 16 2016

Request approval to be granted for the following:

Destination: Montgomery, AL  
Departure Date: April 13, 2016 Return Date: April 15, 2016  
Conference Leave (Days / Hours): 3 days  
Purpose of Travel: Basic Mapping

Traveler (s) Name: 1. Diane Williams 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00  
Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Janet Buskey, Revenue Comm  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

**To be completed by the Finance Department**

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Fund Code:         | <u>001-51500.265</u>               | (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u> |                     |
| Current Budget:    | <u>\$4,400.00</u>                  |                     |
| Approved Requests: | <u>\$2,724.80</u>                  |                     |
| Budget Available:  | <u>\$1,675.20</u>                  |                     |
| Current Requests:  | <u>\$1,102.40</u>                  |                     |
| Budget Balance:    | <u>\$572.80</u>                    |                     |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2016

cc: Finance Director / Buyer

Revised October 12, 2005

204

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 19

Date: January 29, 2016  
To: Donald L. Mims, Administrator  
From: Sheriff Derrick Cunningham  
Re: Travel / Training Request

**AGENDA**

**FEB 16 2016**

Request approval to be granted for the following:

Destination: Andalusia, Alabama  
Departure Date: February 19, 2016 Return Date: February 19, 2016  
Conference Leave (Days / Hours): 1 Day  
Purpose of Travel: attend Transportation of Prisoners: Safety and Security training seminar

Traveler (s) Name: 1. Troy Arnold 4. \_\_\_\_\_  
2. Jeremy Ledyard 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐  
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00  
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Sheriff Derrick Cunningham  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>001-52110.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$25,000.00</u>                       |
| Approved Requests:                               | <u>\$9,637.00</u>                        |
| Budget Available:                                | <u>\$15,363.00</u>                       |
| Current Requests:                                | <u>\$50.00</u>                           |
| Budget Balance:                                  | <u>\$15,313.00</u>                       |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

20-5

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 4

Date: February 1, 2014  
To: Donald L. Mims, Administrator  
From: Bruce R. Howell  
Re: Travel / Training Request

**AGENDA**  
**FEB 16 2016**

Request approval to be granted for the following:

Destination: Birmingham, Ala.  
Departure Date: February 19, 2016 Return Date: February 19, 2016  
Conference Leave (Days / Hours): 1 day  
Purpose of Travel: Attend one day conference- Talking about Race, Drugs and Adolescent Development

Traveler (s) Name: 1. Patricia Strickland 4. Alex Thomas  
2. Jeannie Tapley 5. Keno Bowman  
3. Shannon Silva 6. Jamie Burnett

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐  
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \_\_\_\_\_  
Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Free approved training at the Birmingham Family Court  
\_\_\_\_\_  
\_\_\_\_\_

To: Bruce R. Howell  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>001-52603.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$15,000.00</u>                       |
| Approved Requests:                               | <u>\$1,500.00</u>                        |
| Budget Available:                                | <u>\$13,500.00</u>                       |
| Current Requests:                                | <u>\$0.00</u>                            |
| Budget Balance:                                  | <u>\$13,500.00</u>                       |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

FEB 16 2016

Date: February 11, 2016  
To: Donald L. Mims, Administrator  
From: Scott Kramer, Risk Management  
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA  
Departure Date: February 25, 2016 Return Date: February 27, 2016  
Conference Leave (Days / Hours): 3 Days  
Purpose of Travel: to attend PRIMA Board Meeting

Traveler (s) Name: 1. Scott Kramer 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: \*\*\*\*All expenses will be reimbursed by PRIMA\*\*\*\*  
\_\_\_\_\_  
\_\_\_\_\_

To: Scott Kramer, Risk Manager  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>007-51100.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$15,000.00</u>                       |
| Approved Requests:                               | <u>\$2,023.96</u>                        |
| Budget Available:                                | <u>\$12,976.04</u>                       |
| Current Requests:                                | <u>\$0.00</u>                            |
| Budget Balance:                                  | <u>\$12,976.04</u>                       |

Donald L. Mims, Administrator

Reviewed by: S. Thomas  
Date: 2/11/2016  
cc: Finance Director / Buyer

Revised October 12, 2005

207

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 1

Date: February 1, 2016  
To: Donald L. Mims, Administrator  
From: George C. Speake, County Engineer  
Re: Travel / Training Request

**AGENDA**

**FEB 16 2016**

Request approval to be granted for the following:

Destination: Island House Hotel, Orange Beach, AL  
Departure Date: March 9, 2016 Return Date: March 12, 2016  
Conference Leave (Days / Hours): 3 days/30hrs.  
Purpose of Travel: Attend Alabama Vector Management Society Annual Meeting

Traveler (s) Name: 1. Danise D. Nettles 4. \_\_\_\_\_  
2. William C. Zeigler 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$190.00

Department Name: Engineering Department Fund Name: 001-55600.265

Additional Comments: Includes registration, membership dues, lodging, mileage and meals

To: George C. Speake, County Engineer  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$1,200.00 and advance registration of \$190.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>111-53600.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$7,000.00</u>                        |
| Approved Requests:                               | <u>\$840.00</u>                          |
| Budget Available:                                | <u>\$6,160.00</u>                        |
| Current Requests:                                | <u>\$1,200.00</u>                        |
| Budget Balance:                                  | <u>\$4,960.00</u>                        |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

208

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 5

Date: January 29, 2016  
To: Donald L. Mims, Administrator  
From: Clay Henley, Chief Appraiser  
Re: Travel / Training Request

**AGENDA**

**FEB 16 2016**

Request approval to be granted for the following:

Destination: Madison, AL  
Departure Date: April 4, 2016 Return Date: April 8, 2016  
Conference Leave (Days / Hours): 5 Days  
Purpose of Travel: AL IX: Personal Property Appraisal Manual (30 hours)

Traveler (s) Name: 1. Antreece Stringer 4. \_\_\_\_\_  
2. Marsha Keller 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$2,495.48 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$550.00 Mileage: \$195.48 Food: \$750.00 Lodging: \$1000

**TOTAL EST. COST: \$ 2495.48**

To: Clay Henley, Chief Appraiser  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$2,495.48 and advance registration of \$550.00 is authorized.

**To be completed by the Finance Department**

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Fund Code:         | <u>120-51985.265</u>               | (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u> |                     |
| Current Budget:    | <u>\$30,000.00</u>                 |                     |
| Approved Requests: | <u>\$3,134.71</u>                  |                     |
| Budget Available:  | <u>\$26,865.29</u>                 |                     |
| Current Requests:  | <u>\$2,495.48</u>                  |                     |
| Budget Balance:    | <u>\$24,369.81</u>                 |                     |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

20-9

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 6

Date: January 29, 2016  
To: Donald L. Mims, Administrator  
From: Clay Henley, Chief Appraiser  
Re: Travel / Training Request

**AGENDA**

**FEB 16 2016**

Request approval to be granted for the following:

Destination: Montgomery, AL  
Departure Date: May 2, 2016 Return Date: May 6, 2016  
Conference Leave (Days / Hours): 5 Days  
Purpose of Travel: Personal Property Audits (30 hours)

Traveler (s) Name: 1. Antreece Stringer 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$275.00

**TOTAL EST. COST: \$ 275.00**

To: Clay Henley, Chief Appraiser  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

**To be completed by the Finance Department**

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Fund Code:         | <u>120-51985.265</u>               | (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u> |                     |
| Current Budget:    | <u>\$30,000.00</u>                 |                     |
| Approved Requests: | <u>\$3,134.71</u>                  |                     |
| Budget Available:  | <u>\$26,865.29</u>                 |                     |
| Current Requests:  | <u>\$2,770.48</u>                  |                     |
| Budget Balance:    | <u>\$24,094.81</u>                 |                     |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

2010

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 7

Date: February 5, 2016  
To: Donald L. Mims, Administrator  
From: Clay Henley, Chief Appraiser  
Re: Travel / Training Request

**AGENDA**

FEB 16 2016

Request approval to be granted for the following:

Destination: Huntsville, AL  
Departure Date: March 1, 2016 Return Date: March 4, 2016  
Conference Leave (Days / Hours): 4 Days  
Purpose of Travel: 2016 AAAO MidWinter Pre-Conference Classes and Conference

Traveler (s) Name: 1. Donna Raney 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$768.00 Advance Registration Required: \$135.00  
Department Name: Appraisal Fund Name: Reappraisal  
Additional Comments: REGISTRATION: \$135.00 HOTEL: \$408.00 MEAL: \$225.00  
MILEAGE: \$0 (Auburn CGS is paying for her mileage)  
TOTAL EST. COST: \$ 768.00

To: Clay Henley, Chief Appraiser  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$768.00 and advance registration of \$135.00 is authorized.

**To be completed by the Finance Department**

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Fund Code:         | <u>120-51985.265</u>               | (ex: 000-00000-000) |
| Description:       | <u>Registration &amp; Training</u> |                     |
| Current Budget:    | <u>\$30,000.00</u>                 |                     |
| Approved Requests: | <u>\$3,134.71</u>                  |                     |
| Budget Available:  | <u>\$26,865.29</u>                 |                     |
| Current Requests:  | <u>\$3,538.48</u>                  |                     |
| Budget Balance:    | <u>\$23,326.81</u>                 |                     |

Donald L. Mims, Administrator

Reviewed by: S. Thomas  
Date: 2/5/2016  
cc: Finance Director / Buyer

Revised October 12, 2005

20-11

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 6

Date: February 4, 2016  
To: Donald L. Mims, Administrator  
From: Paul Brown, Executive Director  
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: 7651 Eastchase Pkwy Montgomery AL 36117  
Departure Date: March 9, 2016 Return Date: March 9, 2016  
Conference Leave (Days / Hours): One day  
Purpose of Travel: To attend Managing Multiple Priorities and Projects Seminar

Traveler (s) Name: 1. Jonathan Benton 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐  
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$149.25 Advance Registration Required: \$149.25

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Paul Brown, Executive Director  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$149.25 and advance registration of \$149.25 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>124-52960.265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$12,425.00</u>                       |
| Approved Requests:                               | <u>\$2,451.73</u>                        |
| Budget Available:                                | <u>\$9,973.27</u>                        |
| Current Requests:                                | <u>\$149.25</u>                          |
| Budget Balance:                                  | <u>\$9,824.02</u>                        |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2016

cc: Finance Director / Buyer

Revised October 12, 2005

2012

Montgomery County Commission  
Travel / Training Request Approval

Appendix C

Request # 4

Date: February 10, 2016  
To: Donald L. Mims, Administrator  
From: Steven L. Reed  
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Tuscaloosa, AL  
Departure Date: March 10, 2016 Return Date: March 11 2016  
Conference Leave (Days / Hours): 2 days  
Purpose of Travel: Probate Judge's Training Conference

Traveler (s) Name: 1. Judge Steven L Reed 4. \_\_\_\_\_  
2. William Flowers III (alternate) 5. \_\_\_\_\_  
3. Malcolm Richard (alternate) 6. \_\_\_\_\_

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐  
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$812.28 Advance Registration Required: \$250.00

Department Name: Probate Fund Name: 783-51350.265

Additional Comments: In the event Judge Steven Reed is unable to attend, William Flowers III or  
Malcolm Richard will attend in Judge Reed's place.

To: Steven L. Reed  
From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the  
approximate amount of \$812.28 and advance registration of \$250.00 is authorized.

| <i>To be completed by the Finance Department</i> |                                          |
|--------------------------------------------------|------------------------------------------|
| Fund Code:                                       | <u>783-51350-265</u> (ex: 000-00000-000) |
| Description:                                     | <u>Registration &amp; Training</u>       |
| Current Budget:                                  | <u>\$3,000.00</u>                        |
| Approved Requests:                               | <u>\$0.00</u>                            |
| Budget Available:                                | <u>\$3,000.00</u>                        |
| Current Requests:                                | <u>\$812.28</u>                          |
| Budget Balance:                                  | <u>\$2,187.72</u>                        |

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2016

cc: Finance Director / Buyer

Revised October 12, 2005

20-13

**2016 Polling Place Specifications | Montgomery County**  
**Analysis of Prior Election Cycles**

|                                | 2008 | 2010 | 2012 | 2016 Proposed |
|--------------------------------|------|------|------|---------------|
| <b>Total Tabulators</b>        | 121  | 119  | 109  | 129           |
| <b>Total AutoMARKS</b>         | 112  | 110  | 92   | 98            |
| <b>Total Polling Officials</b> | 809  | 803  | 700  | 604           |

**Notes:**

1. The 2016 numbers reflect the addition of two polling places (Precincts 107 and 211) which brings the total number of polling places to 49.
2. The adjusted number of registered voters at each polling place required allocation of a different number of voting machines at some polling places.

| Precinct                                  | Tabulators | AutoMARKS | Chief Inspector | Inspector | Chief Clerks | Clerks | Polling Officials |
|-------------------------------------------|------------|-----------|-----------------|-----------|--------------|--------|-------------------|
| 101 Huntingdon College / Drum Theater     | 4          | 2         | 1               | 1         | 1            | 17     | 20                |
| 102 Vaughn Park Church of Christ          | 4          | 2         | 1               | 1         | 1            | 14     | 17                |
| 103 Montgomery Museum of Fine Arts (MMFA) | 4          | 2         | 1               | 1         | 1            | 11     | 14                |
| 104 Whitfield United Methodist Church     | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 105 Aldersgate United Methodist Church    | 4          | 2         | 1               | 1         | 1            | 11     | 14                |
| 106 Peter Crump Elementary School         | 4          | 2         | 1               | 1         | 1            | 14     | 17                |
| 107 Kingdom Enforcers Worship Ctr.        | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 201 St. Paul AME Church                   | 2          | 2         | 1               | 1         | 1            | 11     | 14                |
| 202 Beulah Baptist Church                 | 4          | 2         | 1               | 1         | 1            | 11     | 14                |
| 203 Hayneville Road Community Center      | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 204 Fresh Anointing House of Worship      | 4          | 2         | 1               | 1         | 1            | 14     | 17                |
| 205 Southlawn Elementary School           | 2          | 2         | 1               | 1         | 1            | 11     | 14                |
| 206 Fire Station # 14                     | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 207 Hunter Station Community Center       | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 208 Catoma School                         | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 209 First Southern Baptist Church         | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 210 Pintlala VFD                          | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 211 Rufus Lewis Library                   | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 301 Dalraida Church of Christ             | 4          | 2         | 1               | 1         | 1            | 17     | 20                |
| 302 Flowers Elementary School             | 2          | 2         | 1               | 1         | 1            | 11     | 14                |
| 303 Eastmont Baptist Church               | 4          | 2         | 1               | 1         | 1            | 20     | 23                |
| 304 Lagoon Park Fire Station              | 2          | 2         | 1               | 1         | 1            | 11     | 14                |
| 305 Frazer United Methodist Church        | 4          | 2         | 1               | 1         | 3            | 30     | 35                |
| 306 Eastdale Baptist Church               | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 401 St. James Missionary Bapt. Church # 2 | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 402 McIntyre Community Center             | 4          | 2         | 1               | 1         | 1            | 10     | 13                |
| 403 Cleveland Avenue YMCA                 | 2          | 2         | 1               | 1         | 1            | 8      | 11                |
| 404 ASU / Acadome                         | 2          | 2         | 1               | 1         | 1            | 14     | 17                |
| 405 Houston Hills Community Center        | 2          | 2         | 1               | 1         | 0            | 7      | 9                 |
| 406 Newtown Community Center              | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 407 King Hill Community Center            | 2          | 2         | 1               | 1         | 1            | 7      | 10                |
| 408 Highland Gardens Community Center     | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 409 Chisholm Community Center             | 2          | 2         | 1               | 1         | 1            | 5      | 8                 |
| 410 Sheridan Heights Community Center     | 2          | 2         | 1               | 1         | 1            | 10     | 13                |
| 411 Union Academy Baptist Church          | 2          | 2         | 1               | 1         | 1            | 3      | 6                 |

21-3

| Precinct                               | Tabulators | AutoMARKS | Chief Inspector | Inspector | Chief Clerks | Clerks     | Polling Officials |
|----------------------------------------|------------|-----------|-----------------|-----------|--------------|------------|-------------------|
| 412 Union Chapel AME Zion Church       | 2          | 2         | 1               | 1         | 1            | 5          | 8                 |
| 413 Wares Ferry Elementary School      | 2          | 2         | 1               | 1         | 1            | 8          | 11                |
| 501 Landmark Church of Christ          | 4          | 2         | 1               | 1         | 1            | 16         | 19                |
| 502 Snowdoun Womens Club               | 2          | 2         | 1               | 1         | 1            | 5          | 8                 |
| 503 LaPine Baptist Church              | 2          | 2         | 1               | 1         | 1            | 2          | 5                 |
| 504 Ramer Public Library               | 2          | 2         | 1               | 1         | 1            | 3          | 6                 |
| 505 Fitzpatrick Elementary School      | 4          | 2         | 1               | 1         | 1            | 11         | 14                |
| 506 Davis Crossroads Fire Station      | 2          | 2         | 1               | 1         | 1            | 2          | 5                 |
| 507 Dublin VFD                         | 2          | 2         | 1               | 1         | 1            | 3          | 6                 |
| 508 Pine Level VFD                     | 2          | 2         | 1               | 1         | 1            | 2          | 5                 |
| 509 Pike Road VFD                      | 2          | 2         | 1               | 1         | 1            | 8          | 11                |
| 510 Georgia Washington Jr. High School | 4          | 2         | 1               | 1         | 1            | 11         | 14                |
| 511 Arrowhead Country Club             | 2          | 2         | 1               | 1         | 1            | 8          | 11                |
| 512 St. James Methodist Church         | 4          | 2         | 1               | 1         | 1            | 14         | 17                |
| Absentee                               | 1          | 0         | 1               | 1         | 0            | 9          | 11                |
| <b>Totals:</b>                         | <b>129</b> | <b>98</b> | <b>50</b>       | <b>50</b> | <b>50</b>    | <b>454</b> | <b>604</b>        |

21-4

**MINUTES OF REGULAR MEETING**

**MONTGOMERY COUNTY COMMISSION**

**JANUARY 23, 2012**

**INFORMATION SESSION**

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams.

**COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS**

**COMMENTS FROM ADMINISTRATOR MIMS**

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

**PRESENTATION BY DIRECTOR OF ELECTIONS JUSTIN ADAY**

Director of Elections Justin Aday briefed the Commission regarding 2012 Polling Place Specifications. He presented documents which stated that due to the consolidations through the redistricting and precinct realignment process, the total number of polling places has been reduced from 55 to 46 and that as a result of these closings, the County would save approximately \$10,000 per election due to the reduced number of polling officials. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Aday recommended approval of an application for Help America Vote Act (HAVA) County Reimbursements Part II and the Personal Services Contract with Stacey Stakely regarding Voter Education, which were on the agenda.

**PRESENTATION BY CHIEF PROBATE CLERK WELLS ROBINSON**

Chief Probate Clerk Wells Robinson briefed the Commission regarding a Position Fill Request for a License Inspector, Position Number 750065049 and a Position Fill Request for a Temporary Retired RSA Employee/Technical and related allocation for the Probate Judge's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Mr. Robinson briefed the Commission regarding a Lease Agreement with East Montgomery Investment Company for the East Probate Judge's and Revenue Commissioner's Offices. He

**PROBATE JUDGE'S OFFICE (ELECTION CENTER) – APPROVED ALLOCATION OF VOTING MACHINES AND ELECTION OFFICIALS FOR 2012 ELECTION CYCLE**

The Administrator presented the following letter from Director of Elections Justin Aday:

January 17, 2012

Commissioner Elton Dean  
Chairman, Montgomery County Commission  
101 South Lawrence Street  
Montgomery, AL 36104

Dear Chairman Dean,

I have attached two documents related to polling place specifications for the 2012 election cycle. The first document – 2012 Polling Place Specifications – shows a listing of the polling places after the recently approved precinct consolidations and the number of voting machines and polling officials that I am recommending for each polling place. The second document – 2012 Polling Place Specifications: Analysis of Prior Election Cycles – shows how the recommended numbers compare to the actual numbers from the 2008 and 2010 election cycles.

I am requesting that the Commission waive rules and approve the recommended allocations for the 2012 election cycle at its January 23, 2011 meeting. With approval of these specifications, we can continue on in the planning process, which has been significantly delayed already because of the uncertainties surrounding the preclearance of the Commission's redistricting plan.

Thank you for your expedited consideration of this matter and please let me know if you have any questions.

Sincerely,

/s/ Justin Aday  
Director of Elections

End of Letter

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of 2012 Polling Place Specifications and Analysis of Prior Election Cycles, Agenda Pages 21-2 and 21-3, are attached to these Minutes.)

**PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR LICENSE INSPECTOR, POSITION NUMBER 750065049 AND APPROVED ALLOCATION OF ONE TEMPORARY RETIRED RSA EMPLOYEE/TECHNICAL AND RELATED POSITION FILL REQUEST**

2012 Polling Place Specifications  
County Commission Approval: January 23, 2012

| Precinct Number | Polling Place                      | Voting Age Population | Tabulator | AutoMARK | Total Workers |
|-----------------|------------------------------------|-----------------------|-----------|----------|---------------|
| 0101            | Huntingdon College                 | 5553                  | 3         | 2        | 20            |
| 0102            | Vaughn Park Church of Christ       | 8088                  | 4         | 2        | 27            |
| 0103            | Montgomery Museum of Fine Art      | 5466                  | 3         | 2        | 20            |
| 0104            | Whitfield Methodist Church         | 7695                  | 3         | 2        | 27            |
| 0105            | Aldersgate Methodist Church        | 7718                  | 3         | 2        | 26            |
| 0201            | St. Paul AME Church                | 4759                  | 2         | 2        | 17            |
| 0202            | Beulah Baptist Church              | 5236                  | 2         | 2        | 20            |
| 0203            | Hayneville Road Community Center   | 6150                  | 3         | 2        | 24            |
| 0204            | Fresh Anointing House of Worship   | 7215                  | 3         | 2        | 24            |
| 0205            | Southlawn Elementary School        | 3254                  | 2         | 2        | 14            |
| 0206            | Fire Station 14                    | 2255                  | 2         | 2        | 11            |
| 0207            | Hunter Station Community Center    | 1052                  | 2         | 2        | 5             |
| 0208            | Catoma Elementary School           | 1531                  | 2         | 2        | 6             |
| 0209            | First Southern Baptist Church      | 579                   | 2         | 2        | 5             |
| 0210            | Pintlala Fire Department           | 1897                  | 2         | 2        | 10            |
| 0301            | Dalraida Church of Christ          | 6480                  | 3         | 2        | 24            |
| 0302            | Flowers Elementary School          | 4330                  | 2         | 2        | 17            |
| 0303            | Eastmont Baptist Church            | 6223                  | 3         | 2        | 24            |
| 0304            | Lagoon Park Fire Station           | 4794                  | 2         | 2        | 17            |
| 0305            | Frazer Methodist Church            | 11534                 | 5         | 2        | 40            |
| 0306            | Eastdale Baptist Church            | 2812                  | 2         | 2        | 14            |
| 0401            | St. James Baptist Church           | 1642                  | 2         | 2        | 7             |
| 0402            | McIntyre Community Center          | 3563                  | 2         | 2        | 14            |
| 0403            | Cleveland Ave. YMCA                | 3809                  | 2         | 2        | 14            |
| 0404            | Alabama State University Acadome   | 4325                  | 2         | 2        | 17            |
| 0405            | Houston Hill Community Center      | 2827                  | 2         | 2        | 14            |
| 0406            | Newtown Community Center           | 1333                  | 2         | 2        | 7             |
| 0407            | King Hill Community Center         | 2927                  | 2         | 2        | 13            |
| 0408            | Highland Gardens Community Center  | 2268                  | 2         | 2        | 10            |
| 0409            | Chisholm Community Center          | 2188                  | 2         | 2        | 10            |
| 0410            | Sheridan Heights Community Center  | 3586                  | 2         | 2        | 14            |
| 0411            | Union Academy Baptist Church       | 249                   | 2         | 2        | 5             |
| 0412            | Union Chapel AME Church            | 1323                  | 2         | 2        | 5             |
| 0413            | Wares Ferry Road Elementary School | 3760                  | 2         | 2        | 14            |
| 0501            | Landmark Church of Christ          | 7464                  | 3         | 2        | 27            |
| 0502            | Snowdown Women's Club              | 569                   | 2         | 2        | 5             |
| 0503            | Strata Church of Christ            | 449                   | 2         | 2        | 5             |
| 0504            | Ramer Library                      | 700                   | 2         | 2        | 5             |
| 0505            | Fitzpatrick Elementary School      | 5902                  | 3         | 2        | 20            |
| 0506            | Davis Crossroads Fire Station      | 376                   | 2         | 2        | 5             |
| 0507            | Dublin Fire Station                | 683                   | 2         | 2        | 5             |
| 0508            | Pine Level Fire Station            | 732                   | 2         | 2        | 5             |
| 0509            | Pike Road Fire Station             | 3020                  | 2         | 2        | 14            |
| 0510            | Georgia Washington School          | 5448                  | 3         | 2        | 20            |
| 0511            | Lakeview Baptist Church            | 1705                  | 2         | 2        | 11            |
| 0512            | St. James Methodist Church         | 7727                  | 3         | 2        | 27            |
| AB              | Absentee                           |                       |           |          | 15            |
|                 | TOTALS                             |                       | 109       | 92       | 700           |

## 2012 Polling Place Specifications | Montgomery County Analysis of Prior Election Cycles

|                                | 2008 | 2010 | 2012 Proposed | % Increase/Decrease |
|--------------------------------|------|------|---------------|---------------------|
| <b>Total Tabulators</b>        | 121  | 119  | 109           | 8.4% Decrease       |
| <b>Total AutoMARKs</b>         | 112  | 110  | 92            | 16.3% Decrease      |
| <b>Total Polling Officials</b> | 809  | 803  | 700           | 12.8% Decrease      |

### Notes:

1. Due to consolidations through the redistricting and precinct realignment process, the total number of polling places has been reduced from 55 (2010) to 46.
2. The reduced number of polling places allowed the Election Center to look at the true staffing needs of each polling place and make adjustments where necessary.
3. The adjusted number of registered voters at each polling place required allocation of a different number of voting machines at some polling places.
4. Even though the precinct realignment process was not intended as a purely cost-savings measure, the end result will be a reduction in costs from previous election cycles. Particularly, there will be a cost savings on the reduced number of polling officials (approximately \$10,000 per election). While this cost savings will be realized, it must be noted that: (a) cuts would have been necessary regardless of consolidations because the Polling Official budget was underfunded and (b) any costs incurred in the Primary will be reimbursed from the State at a rate of 50% and any costs incurred in the Primary Run-Off (if necessary) will be reimbursed at a rate of 100%.



---

# **OVW Fiscal Year 2016 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (also known as the Grants to Encourage Arrest and Enforcement of Protection Orders Program) Solicitation Release Date**

This solicitation was released on or about January 7, 2016

## **Eligibility**

Eligible applicants are limited to: states; units of local government; Indian tribal governments; state; local, tribal and territorial courts; nonprofit and tribal government victim service providers; state or tribal sexual assault or domestic violence coalitions; and certain governmental rape crisis centers (in a state other than a territory). Grant recipients that received funding for 36 months in Fiscal Year 2014 or 2015 are NOT eligible to apply for Fiscal Year 2016 awards.  
(See "Eligibility")

## **Deadlines**

**Application:** All applications are due by 11:59 p.m. Eastern Time (E.T.) on March 3, 2016.  
(See "Submission Dates and Times")

**Registration:** To ensure all applicants have ample time to complete the registration process, applicants must obtain a Data Universal Number System (DUNS) Number, register online with the System for Award Management (SAM) and with Grants.gov immediately, but no later than, February 19, 2016.

(See "Registration")

**Letter of Registration:** Applicants are strongly encouraged to submit a letter of registration to [OVW.Arrest@usdoj.gov](mailto:OVW.Arrest@usdoj.gov) by **February 19, 2016**. This will ensure that applicants are well-positioned to successfully submit their application by the deadline. This letter will not obligate potential applicants to submit an application. Interested applicants who do not submit a Letter of Registration are still eligible to apply.

(See "[Letter of Registration](#)")

**Pre-Application Webinar:** OVW will conduct one Pre-Application Webinar for anyone interested in submitting an application for the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program. Participation in this webinar is optional. Interested applicants who do not participate are still eligible to apply.

(See "[Content and Form of Application Submission](#)")

## **Contact Information**

For assistance with the requirements of this solicitation, call OVW at (202) 307- 6026.

In Fiscal Year 2016, OVW applications for the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program will be submitted through [Grants.gov](http://Grants.gov). For technical assistance with [Grants.gov](http://Grants.gov), please contact the [Grants.gov](http://Grants.gov) Customer Support Hotline at 1-800-518-4726.

The [Grants.gov](http://Grants.gov) number assigned to this announcement is OVW-2016-9206

It is anticipated that all applicants will be notified of the outcome of their applications by September 30, 2016.

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OVAW tries to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on applicants. The estimated average time to complete and file this form is 30 hours. Comments regarding the accuracy of this estimate or suggestions for simplifying this form, it can be submitted to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, Washington, DC 20530.

# Contents

|                                                                |    |
|----------------------------------------------------------------|----|
| A. Program Description .....                                   | 1  |
| Overview .....                                                 | 1  |
| Purpose Areas .....                                            | 2  |
| Mandatory Program Requirements .....                           | 5  |
| OVW Priority Areas .....                                       | 6  |
| B. Federal Award Information .....                             | 9  |
| Availability of Funds .....                                    | 9  |
| Types of Applicants .....                                      | 10 |
| C. Eligibility Information .....                               | 10 |
| Eligible Applicants .....                                      | 10 |
| Nonprofit Organization Requirements .....                      | 12 |
| Cost Sharing or Match Requirements .....                       | 12 |
| Other .....                                                    | 12 |
| Program Eligibility Requirements .....                         | 12 |
| Additional Program Requirements .....                          | 15 |
| Limit on Number of Application Submissions .....               | 15 |
| D. Application and Submission Information .....                | 15 |
| Address to Request Application Package .....                   | 15 |
| Content and Form of Application Submissions .....              | 15 |
| Letter of Registration .....                                   | 15 |
| Pre-Application .....                                          | 15 |
| Application Contents .....                                     | 16 |
| Formatting and Technical Requirements .....                    | 16 |
| Application Requirements .....                                 | 16 |
| Summary Data Sheet .....                                       | 17 |
| Project Narrative .....                                        | 18 |
| Budget Detail Worksheet and Narrative .....                    | 20 |
| Memorandum of Understanding (MOU) .....                        | 23 |
| Proposal Abstract .....                                        | 23 |
| Additional Required Information .....                          | 23 |
| Proof of 501(c)(3) Status (Nonprofit Organizations Only) ..... | 23 |
| Disclosures Related to Executive Compensation .....            | 24 |
| Confidentiality Notice Form .....                              | 24 |
| Application for Federal Assistance (SF-424) .....              | 24 |
| Standard Assurances and Certifications .....                   | 24 |
| Letter of Nonsupplanting .....                                 | 24 |
| Financial Accounting Practices .....                           | 25 |
| Financial Capability Questionnaire .....                       | 25 |
| Indirect Cost Rate Agreement .....                             | 26 |
| Dun and Bradstreet Universal Numbering System (DUNS) .....     | 26 |
| Submission Dates and Times .....                               | 27 |
| OVW Policy on Duplicate Applications .....                     | 27 |

|                                                                                           |    |
|-------------------------------------------------------------------------------------------|----|
| Experiencing Unforeseeable Technical Issues .....                                         | 28 |
| OWV Policy on Late Submissions .....                                                      | 28 |
| Intergovernmental Review.....                                                             | 29 |
| Single Point of Contact Review .....                                                      | 29 |
| Funding Restrictions .....                                                                | 29 |
| Other Submission Requirements.....                                                        | 30 |
| E. Application Review Information.....                                                    | 31 |
| Criteria .....                                                                            | 31 |
| Review and Selection Process.....                                                         | 32 |
| Peer Review.....                                                                          | 32 |
| Programmatic Review .....                                                                 | 32 |
| High Risk Grantees .....                                                                  | 33 |
| Anticipated Announcement and Federal Award Dates .....                                    | 33 |
| F. Federal Award Administration Information .....                                         | 33 |
| Federal Award Notice.....                                                                 | 33 |
| Administrative and National Policy Requirements .....                                     | 34 |
| Violence Against Women Act Non-Discrimination Provision.....                              | 34 |
| Compliance with OWV Financial Requirements .....                                          | 34 |
| Reporting .....                                                                           | 35 |
| Reporting Requirements .....                                                              | 35 |
| Public Reporting Burden - Paperwork Reduction Act Notice .....                            | 35 |
| G. Federal Awarding Agency Contact(s) .....                                               | 35 |
| H. Other Information.....                                                                 | 36 |
| Application Checklist.....                                                                | 36 |
| APPENDIX A .....                                                                          | 37 |
| Budget Guidance & Sample Budget Detail Worksheet.....                                     | 37 |
| Budget Guidance .....                                                                     | 38 |
| Budget Detail Worksheet.....                                                              | 40 |
| APPENDIX B .....                                                                          | 47 |
| Sample Letter of Registration.....                                                        | 48 |
| APPENDIX C .....                                                                          | 49 |
| Disclosures Related to Executive Compensation .....                                       | 50 |
| APPENDIX D .....                                                                          | 51 |
| Tips for Certification Letters & Sample Certification Letters.....                        | 52 |
| APPENDIX E .....                                                                          | 56 |
| Statutory Purpose Areas for Nonprofit and Tribal Government Victim Service Providers..... | 57 |
| APPENDIX F .....                                                                          | 58 |
| Summary of Current and Recent OWV Projects .....                                          | 59 |
| APPENDIX G .....                                                                          | 60 |
| Summary of Current and Pending Non-OWV Grants to do the Same or Similar Work .....        | 60 |

# **Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (CFDA 16.590)**

## ***A. Program Description***

### **Overview**

The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes through implementation of grant programs authorized by VAWA. By forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders, organizations that serve culturally specific and underserved communities, and others. OVW grants help provide victims across the life span with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to hold offenders accountable for their crimes.

### **About the OVW Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program**

This program is authorized by 42 U.S.C. §§ 3796hh–3796hh-4. Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (Improving Criminal Justice Responses Program) also known as the Grants to Encourage Arrest and Enforcement of Protection Orders Program (Arrest Program)<sup>1</sup> is designed to encourage partnerships between state, local, and tribal governments, courts, victim service providers, coalitions and rape crisis centers, to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations. The Improving Criminal Justice Responses Program challenges the community to work collaboratively to identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability.

For additional information on the Improving Criminal Justice Responses Program, including what past Arrest Program grantees have accomplished with their grant funds and to view the Improving Criminal Justice Responses Program performance measures, see <http://muskie.usm.maine.edu/vawamei/cdsarrestmain.htm>.

### **Program Scope**

Activities supported by the Improving Criminal Justice Responses Program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by the provisions of this solicitation, the DOJ Financial Guide, any updates to the DOJ Financial Guide, and the conditions of the recipient's award.

---

<sup>1</sup> OVW has changed the working title of the Arrest Program to more accurately reflect the program's scope.

**Frank Thomas and Associates, LLC**  
**Exclusive Authorization to Represent**

1. Appointment of Buyer's Agent. **Montgomery County Commission** appoints **Frank Thomas and Associates, LLC**, as Buyer's agent for the purpose of assisting Buyer in the negotiation and purchase of +/- 157 acres on Old Selma Highway, Montgomery, Alabama believed to be owned by Malcolm C. Hall and known by Tax Parcel Numbers 12-05-12-0-000-005.000 and 12-08-28-000-001.000 (shown on Exhibit "A" attached) on the 27th day of January, 2016.
2. Duration of Agency. This Agreement shall commence on the 27th day of January, 2016 and terminate at 11:59 p.m. on the 26th day of January, 2017 ("Termination Date"). However, if on the Termination Date, there is a binding agreement to purchase, option to purchase the Property in effect between Buyer and Seller and such purchase, option to purchase, has not closed, or negotiations for a purchase, option or lease are pending, then the agency created hereunder shall continue in effect according to the terms hereof until such time as negotiations are complete and any binding agreement to purchase, option to purchase is closed or any lease, or option to lease is in force.
3. Compensation of Broker: Broker's compensation is earned when Buyer enters into a binding written agreement for the purchase, option or lease of the Property and is payable as specified herein. In consideration to of the services to be performed by Broker, Buyer shall pay Broker during the term of this agreement including any renewals or extensions, Buyer agrees to pay Broker a total fee of 10% of the purchase price in cash at closing of such purchase.
4. Effect of Exclusive Authorization to Represent Agreement. By entering this agreement, Broker becomes the limited agent of Buyer for the purposes set forth herein and will represent Buyer to the extent set forth herein. By engaging Broker, as Buyer's exclusive agent, Buyer agrees to conduct all negotiations to purchase, option or lease the Property through Broker during the time this agreement is in effect.
5. Brokerage Services. Broker will exercise reasonable skill and care for Buyer. On behalf of Buyer, Broker will exercise good faith in performing the following services:
  - a. seeking a price and terms for the Property which are acceptable to Buyer,
  - b. procuring acceptance of an offer to purchase, exchange, option or lease the Property and to assist in the closing or completion of the purchase, exchange, option or lease;
  - c. presenting all offers to and from the Buyer in a timely manner,
  - d. disclosing to Buyer material facts actually know to Broker,
6. Failure to Close/Default. Failure by either party to comply with this agreement shall be a default, and the non-defaulting party may seek any relief as provided by law. In the event of Buyer's default, Buyer shall be liable for any compensation Broker is entitled to under this agreement.

7. Attorney's Fees. In case of litigation between Buyer and Broker, the parties agree that costs and reasonable attorney fees shall be awarded to the prevailing party. If suit is brought to collect the compensation owed hereunder or if Broker successfully defends any action brought against Broker by Buyer regarding this agreement or under any agreement to purchase, exchange, option or lease the Property where Buyer is found to be at fault, Buyer agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
8. Assignment by Buyer. No assignment of Buyer's rights or obligations under this agreement and no assignment of rights or obligations in the Property obtained for Buyer under this agreement shall operate to defeat any of Broker's rights.
9. Modification of this Agreement. No modification of any of the terms of this agreement shall be valid, binding upon the parties, or enforceable unless in writing and signed by all parties.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This agreement is binding upon the parties, their heirs, administrators, executors, successors, and assigns. This agreement may not be assigned by either party without the written approval of the other party. Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement shall not be affected and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law. Headings herein are for informational purposes only and shall not aid in the construction of any of the provisions contained herein.

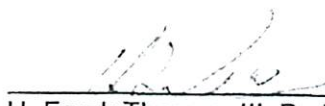
Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.

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

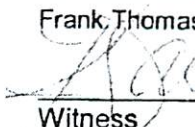
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
H. Frank Thomas, III, Broker  
Frank Thomas and Associates, LLC

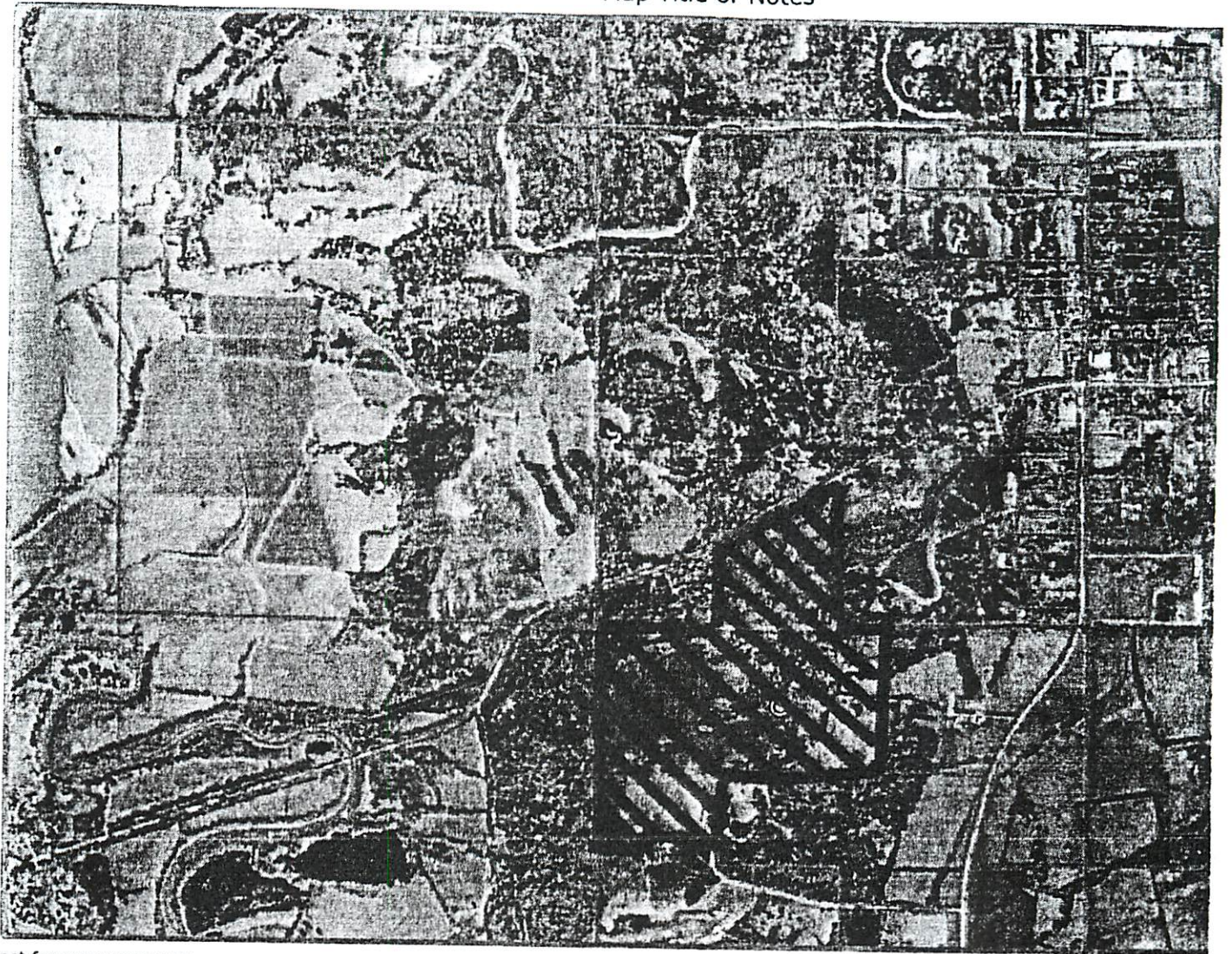
1-27-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

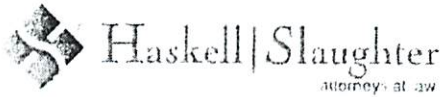
1-27-16  
\_\_\_\_\_  
Date

EXHIBIT "A"

Map Title or Notes



Map not for conveyance use.



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334 265 8573 | F 334 264 7945

## MEMORANDUM

January 28, 2016

TTG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Frank Thomas and Associates, LLC, regarding Hall Property on Old Selma Road

---

I have reviewed your Memorandum dated January 28, 2016, regarding the Agreement with Frank Thomas and Associations, LLC, regarding Hall Property on Old Selma Road.

It is my opinion that paragraph 7. Attorney's Fees of the Agreement should be deleted and replaced with the County's standard dispute resolution language as follows:

"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 Frank Thomas and Associates, LLC."

If paragraph 7 of the Agreement is deleted and replaced with the above language then it is my opinion that this Agreement can be executed will be binding on all parties if executed.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement cannot be executed if it is the desire of the Montgomery County Commission.

FEB 16 2016

## Capital Real Estate Services, LLC

Montgomery, AL – Birmingham, AL – Columbus, GA – Destin, FL

Appraisals - Appraisal Review – Consultation - Market/Feasibility Studies -  
Site Selection - Tax Appeal & Expert Witness Services

|                                            |                      |                              |
|--------------------------------------------|----------------------|------------------------------|
| KENNETH D. WALLIS III, PRESIDENT           | 2525 CONTAINER DRIVE | 233 12TH STREET, SUITE 621-A |
| G. MICHAEL SHANAHAN, SENIOR APPRAISER      | MONTGOMERY, AL 36109 | COLUMBUS, GA 31901           |
| BLAKE CARTER, ASSOCIATE APPRAISER          |                      |                              |
| M. LIST UNDERWOOD III, ASSOCIATE APPRAISER | OFFICE: 334.593.6060 | FAX: 334.593.4369            |
| WILL CABANISS, TRAINEE APPRAISER           |                      |                              |

### AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

#### Appraisal Assignment

DATE OF AGREEMENT: January 28, 2016

#### PARTIES TO AGREEMENT:

##### Client:

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

##### Appraiser:

Mike Shanahan  
Capital Real Estate Services, LLC  
2525 Container Drive  
Montgomery, Alabama 36109  
334-593-6060 (off)  
334-593-4369 (fax)  
Mgs.shanahan@gmail.com

Client hereby engages Capital Real Estate Services, LLC to complete an appraisal assignment as follows:

#### PROPERTY IDENTIFICATION

157 acres (+/-), Old Selma Road  
"Hall Property"  
Montgomery, Alabama

#### PROPERTY TYPE

Vacant Land

#### INTEREST VALUED

Fee Simple

#### INTENDED USERS

The Montgomery County Commission and its client(s), representatives, successors and/or assigns

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

Capital Real Estate Services, LLC

**INTENDED USE**

This report is to be used by the client for reasons relating, but not limited to, internal valuation purposes relating to current asset valuation objectives pertaining to the subject property and potential litigation.

*Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.*

**TYPE OF VALUE**

Market value as of the effective date

**DATE OF VALUE**

Inspection Date

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

To be determined as necessary – none expected

**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)**

None

**ANTICIPATED SCOPE OF WORK**

Appraisal Report (per 2014-2015 USPAP) format appraisal to include a complete inspection/observation of all interior and exterior property components and related features.

**Valuation Approaches**

Sales Comparison (Cost Approach to be determined)

*Note: Appraiser shall use all applicable approaches necessary to develop a credible opinion of value.*

**APPRAISAL REPORT****Report option**

Comprehensive Appraisal Report

**Form or format:**

Narrative

**CONTACT FOR PROPERTY ACCESS, IF APPLICABLE**

Mr. Elton N. Dean

**DELIVERY DATE**

To be determined

**DELIVERY METHOD**

Courier &/or E-mail as requested

**NUMBER OF HARD COPIES**

As needed

**PAYMENT TO APPRAISER/PROJECT FEE**

**\$2,000.00**

To include all travel and expenses incurred. Of this stated amount **\$0.00** is to be paid upon acceptance of this agreement in the form of a retainer deposit. The balance is due upon completion and delivery of the report. All balances are due within 30-days or a 10% late fee will be applied. Any other arrangements must be mutually decided upon prior to the beginning of the project.

*Capital* Real Estate Services, LLC

**PROPOSED IMPROVEMENTS**

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

**PROPERTIES UNDER CONTRACT FOR SALE**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

**CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value, type of value, or property appraised cannot be changed without a new Agreement.

**CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. The agreed upon fee for all above described work will be at the standard Capital Real Estate Services, LLC rate of \$275.00/hour and will billed in 0.25 hr. increments.

Note: *\*\*\*It is hereby noted that possible litigation related services are expected in conjunction with this assignment.*

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**EXPIRATION OF AGREEMENT**

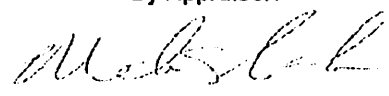
This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

*Capital* Real Estate Services, LLC

By Appraiser:



G. Michael Shanahan  
(Printed Name)

January 28, 2016  
(Date)

By Client(s):

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

Capital Real Estate Services, LLC

## NAVIGATORS INSURANCE COMPANY

### THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

### REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

POLICY NUMBER: PH15RELM01462IV RENEWAL OF: NEW

1. **NAMED INSURED:**  
Capital Real Estate Services LLC
2. **ADDRESS:**  
2525 Container Dr  
Montgomery, AL 36109
3. **POLICY PERIOD:** FROM: 05/07/2015 TO: 05/07/2016  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above.
4. **LIMITS OF LIABILITY:**

|              |                         |
|--------------|-------------------------|
| \$ 1,000,000 | <b>Per Claim</b>        |
| \$ 1,000,000 | <b>Annual Aggregate</b> |
5. **DEDUCTIBLE:** \$ 5,000
6. **PREMIUM:** \$ 3,240.00  
**TAXES:** \$ \$
7. **RETROACTIVE DATE:** 05/07/2011

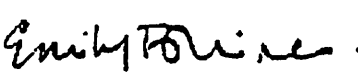
8. **FORMS ATTACHED:**

|                |                                                |
|----------------|------------------------------------------------|
| NAV REL DEC    | Real Estate Professionals Declarations         |
| NAV REL NIC PF | Real Estate Professionals Policy               |
| NAV REL 018    | Fungi and Bacteria Sublimit                    |
| NAV REL 021    | Professional Services Exclusion                |
| NAV REL 025    | Claims Expenses Inside the Limits of Liability |
| NAV REL 027    | Specified Entity Coverage                      |
| NAV REL 033    | Appraisal Services Amendment                   |
| NAV REL 300 AL | Alabama Amendatory                             |
| NAV-ML-002     | OFAC Endorsement                               |

By Acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

---

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary.

  
[Emily Miner]  
Secretary

  
[Stanley A. Galanski]  
President

Professional Qualifications of  
**G. Michael Shanahan**  
Certified General Real Property Appraiser

*Alabama License # G00741*

*Georgia License # 354933*

***Capital*** Real Estate Services, LLC

Montgomery, AL – Birmingham, AL – Columbus, GA – Destin, FL

Appraisals - Appraisal Review – Consultation - Market/Feasibility Studies -  
Site Selection - Tax Appeal & Expert Witness Services

---

2525 Container Drive  
Montgomery, AL 36109  
off-334-593-6060  
mob-334-549-1358  
email: mgs.shanahan@gmail.com

Mr. Mike Shanahan is the Senior Appraiser of Capital Real Estate Services, LLC. With offices in Montgomery, AL, Birmingham, AL, Columbus, GA and Destin, FL. Capital Real Estate Services, LLC specializes in commercial appraisal, appraisal review, consulting, market & feasibility studies, proposed development analysis, site selection, tax appeal services, general real estate consultation, and expert witness services, involving a wide range of commercial property types across the southeast United States.

Mr. Shanahan has been actively engaged in the field of commercial real estate appraising for over 19 years. His experience includes commercial real estate portfolio management, personal and corporate real estate investment, commercial insurance services, loan origination, construction and project management, real estate sales and marketing, site selection and feasibility and/or market studies, and all types of real estate valuation and consulting services. Mr. Shanahan also handles tax appraisals involving charitable giving, estate planning, estate settlement and tax appeals/protest. Additional areas of specialized expertise include the valuation of conservation easements, various types of condemnation, and expert witness testimony/services.

# State of Alabama



This is to certify that

**George Michael Shanahan**

having given satisfactory evidence of the necessary  
qualifications required by the laws of the State of Alabama  
is licensed to transact business in Alabama as a

**Certified General Real Property Appraiser**

With all rights, privileges and obligations  
appurtenant thereto.

LICENSE NUMBER: G00741  
EXPIRATION DATE: 09/30/2017

*John Brooks* Executive Director  
ALABAMA REAL ESTATE APPRAISERS BOARD

## STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

**GEORGE MICHAEL SHANAHAN**

**354933**

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG  
AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE  
OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE  
PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEFF A. LAWSON  
KEITH STONE  
MARILYN R. WATTS

SANDRA MCALISTER WINTER  
Vice Chairperson

1062031

**GEORGE MICHAEL SHANAHAN**

# 354933  
Status ACTIVE

**CERTIFIED GENERAL REAL PROPERTY  
APPRAISER**

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605

**GEORGE MICHAEL SHANAHAN**

# 354933  
Status ACTIVE

**CERTIFIED GENERAL REAL PROPERTY  
APPRAISER**

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605

**ORIGINALLY LICENSED**

11/26/2013  
**END OF RENEWAL**  
02/29/2016



**WILLIAM L. ROGERS, JR.**  
Real Estate Commissioner  
14365541

**ORIGINALLY LICENSED**

11/26/2013  
**END OF RENEWAL**  
02/29/2016



**WILLIAM L. ROGERS, JR.**  
Real Estate Commissioner  
14365541

## QUALIFICATIONS OF G. MICHAEL SHANAHAN

**Contractor:** Capital Real Estate Services, LLC  
2525 Container Drive  
Montgomery, Alabama 36109  
Phone# 334-593-6060  
Cell# 334-549-1358  
Fax# 334-593-4369  
[mgs.shanahan@gmail.com](mailto:mgs.shanahan@gmail.com)

**State License:** Certified General Real Property Appraiser  
*Alabama License No. G00741*  
*Georgia License No. 354933*

**Education:** Bachelor of Science in Political Science, Auburn University:  
Auburn, Alabama, 1993

**Seminars:** Moisture Intrusion, Progression of Damages & Valuation  
  
Commercial Structures-Red Flag Property Inspection Guide

**Primary Market Area:** Montgomery, Auburn/Opelika, Prattville, Wetumpka, Alabama

**Secondary Market Area:** Central and South Alabama

**Property Types**

**Residential**  
Condo, Multi-Family, Mixed Use (Residential/Commercial), Mobile Home Parks

**Commercial Land**  
Acreage (Non-Residential), Subdivisions (Residential), Subdivisions (Office), Undeveloped Land (Commercial and Industrial)

**Commercial**  
Automobile Dealerships, Banks, Convenience Stores, Service Stations, Surgical Centers, Hotel/Motel, Office Buildings, Restaurants, Fast Food Restaurants, Retail (Single and Multi-Tenant), Self-Storage Facilities, Shopping Centers (Local, Neighborhood, Community, Etc.), Shopping Centers (Power Center)

**Industrial**  
Industrial (Heavy and Light Manufacturing), Distribution and Storage, Research and Development

**Recreational**  
Country Clubs and Golf Courses

**Agricultural**  
Recreational, Timberland, Agricultural

**Special Purpose**  
Car Wash, Nursery, Nursing Homes, Hospitals, Schools

**Clients**  
Aliant Bank (US AmeriBank), RBC Centura Bank, Equity Valuation Partners, Farmers Exchange Bank, Regions Bank, AuburnBank, AmeriFirst Bank, IberiaBank, Community Bank & Trust, First Citizens Bank, River Bank & Trust, First Community Bank, Heritage Bank, Wells Fargo Bank, MAX Business Services, Community Bank & Trust, Focus Valuation Advisors, PrimeSouth Bank, Renasant Bank, Synovus Financial Corp., Superior Bank, City of Auburn, City of Montgomery, TrustMark Bank, First Partners Bank, Gulf Stream Capital, Protective Life Insurance Company, Cadence Bank, Hancock Bank, Robertson Banking Company, Auburn University at Montgomery, Auburn University, Industrial Development Board of the City of Auburn, Parks and Recreation of the City of Auburn, US Small Business Administration, Shannon, Strobel & Weaver Engineering Firm, Bank of Tuscaloosa, Warrior Tractor, Community Bank & Trust, Keystone Bank, Hodges Bonded Warehouse, Accounting Firms, Law Firms, etc.

## Tammy Nix

---

**From:** Frank Thomas <[f.thomas@frankthomasllc.com](mailto:f.thomas@frankthomasllc.com)>  
**Sent:** Thursday, January 28, 2016 3:03 PM  
**To:** Donald Mims; Tammy Nix  
**Cc:** Frank Thomas; Kim Ryals  
**Subject:** Fwd: Montgomery County Commission  
**Attachments:** Engagement Letter - MontgomeryCounty - Capital 2016.pdf; ATT00001.htm; Alabama Professional Qualifications 2017.pdf; ATT00002.htm; 2015 - E&O Declaration Page.pdf; ATT00003.htm

See from appraiser below. We visited site and rode by ATV. John Bricken was able to go w us and I am happy to meet w you and or discuss my thoughts at your convenience.

Thanks,

FT3

H. Frank Thomas III  
2855 Zelda road  
Montgomery, Alabama 36106  
[F.Thomas@FrankThomasllc.com](mailto:F.Thomas@FrankThomasllc.com)  
334-657-4686

Begin forwarded message:

**From:** "Mike Shanahan" <[mgs.shanahan@gmail.com](mailto:mgs.shanahan@gmail.com)>  
**To:** "Frank Thomas" <[f.thomas@frankthomasllc.com](mailto:f.thomas@frankthomasllc.com)>  
**Subject:** Montgomery County Commission

Mr. Dean – thanks for allowing me to bid on this appraisal. Frank Thomas has sent me arials and information pertaining to the appraisal. I will be meeting Frank at 1:00 pm today to go look at the property. Thanks again.

G. Michael Shanahan  
Certified General Real Property Appraiser  
Capital Real Estate Appraisers, LLC  
2525 Container Drive  
Montgomery, Alabama 36109  
334.549.1358 – 334.593.6060  
[mgs.shanahan@gmail.com](mailto:mgs.shanahan@gmail.com)  
Alabama License No. G00741  
Georgia License No. 354933

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 29

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 2/16/2016  
DATE: 2/16/2016 Finance Director Date  
REQUESTED BY: Donald L. Mims APPROVED: \_\_\_\_\_  
Elected Official/Dept. Head Administrator Date

| ACCOUNT<br>NAME                 | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|---------------------------------|-------------------|-------------------|------------------------|-------------------|
| Faith Crusades Ministries, Inc. | 001-57903.450     | 0                 | 5,000                  | 5,000             |
| Donation Revenue                | 001-40000.47701   | (292,300)         | (5,000)                | (297,300)         |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
|                                 |                   |                   |                        |                   |
| TOTAL                           |                   | (292,300)         | 0                      | (292,300)         |

### JUSTIFICATION:

Budget for an appropriation to Faith Crusades Ministries, Inc. for At Risk Youth Program.

FEB 16 2016  
BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 30

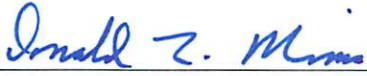
|                             |                            |               |                  |           |
|-----------------------------|----------------------------|---------------|------------------|-----------|
| DEPARTMENT:                 | County Comm Appropriations | REVIEWED:     | S. Thomas        | 2/16/2016 |
| DATE:                       | 2/16/2016                  |               | Finance Director | Date      |
| REQUESTED BY:               | Donald L. Mims             | APPROVED:     |                  |           |
| Elected Official/Dept. Head |                            | Administrator |                  | Date      |

| ACCOUNT<br>NAME               | ACCOUNT<br>NUMBER | CURRENT<br>BUDGET | INCREASE<br>(DECREASE) | REVISED<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|-------------------|
| BOE-Robert E. Lee High School | 001-58100.498     | 0                 | 4,000                  | 4,000             |
| Donation Revenue              | 001-40000.47701   | (297,300)         | (4,000)                | (301,300)         |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
|                               |                   |                   |                        |                   |
| <b>TOTAL</b>                  |                   | (297,300)         | 0                      | (297,300)         |

JUSTIFICATION:  
Budget for an appropriation to Robert E. Lee High School for \$2,000 for the purchase of Football Helmets, and \$2,000 for the Band Program.

## ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 7, 2016, at 8:00 in the morning.



Administrator



Chairman