

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 25, 2012

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Attorney Riley Roby with Balch & Bingham, LLP and Deputy Mayor Jeff Downes
Community Corrections Executive Director Paul Brown
Montgomery Area Chamber of Commerce Project Manager of Corporate Development
Jessica Horsley
Founder & President of A-KEEP, Inc., Meesoon Han

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Commissioner Wilson

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of June 11, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Resolution Honoring and Expressing Our Appreciation to Hyundai Motor Company and Hyundai Motor Manufacturing Alabama

PUBLIC HEARING:

Public Hearing Regarding Resolution that Authorizes the Execution and Delivery of a Project Agreement by and among State of Alabama, City of Montgomery, Montgomery County Commission, Steris Corporation, and American Sterilizer Company

NEW BUSINESS:

1. **Consider Project Agreement by and among State of Alabama, City of Montgomery, Montgomery County Commission, Steris Corporation, and American Sterilizer Company, County Commission**
2. **Consider Grant Application to Mid-South RC&D Council for Outdoor Fitness Equipment, Parks and Recreation Department**
3. **Consider Memorandum of Understanding with the University of Alabama, Management Information Systems Program regarding Internships, Probate Judge's Office**
4. **Consider Agreement with Cross-Fit Saints Forge Regarding Wellness Program, Risk Management**
5. **Consider Healthcare Plan Changes, Risk Management**
6. **Consider Payment of Membership Fee to Leadership Montgomery for Risk Manager Scott Kramer in the amount of \$1,500, Risk Management**
7. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
8. **Consider the Establishment of Three New Classifications and the Related Re-Classifications, Abolishment of Four Classifications and a Two Step Increase for Pat Silas, Support Services**
9. **Consider Position Fill Requests for Juvenile Probation Officer, Position Number 900306001, and Juvenile Detention Officer, Position Number 900300018, Youth Facility**
10. **Consider Travel/Training Requests (10)**

OLD BUSINESS:

11. Consider Authorization of Leasehold Improvements for the new Probate and Revenue Commissioner's Offices Located on Atlanta Highway, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JUNE 25, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JULY 4, 2012

County Holiday (Independence Day)

JULY 9, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JULY 23, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

AUGUST 13, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

AUGUST 27, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk III – County Commission Office
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 HVAC Specialist – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Dept. District Attorney Level 1 – District Attorney's Child Support
Unit
Fill action continues for 20 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Corrections Officers – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 Correction Officer Corporal – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Master Auto Mechanic – Engineering Department
Fill action continues for 1 Assistant Tag/License Supervisor – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 License Inspector – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Trainee – Sheriff Office
Fill action continues for 1 Emergency Communications Operation – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility

June 25, 2012

06-25-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-08-12

Check Number	To	Check Number
226213		226280
Total Checks Paid		\$129,468.13

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

Agenda

JUN 25 2012

06-25-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-08-12

Check Number	To	Check Number
226281		226383
Total Checks Paid		\$243,377.50

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

06-25-12 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 06-15-12

Check Number	To	Check Number
226387		226435
Total Checks Paid		\$302,378.50

CHECK #	PAYEE	AMOUNT	DATE
226384	Marshall Lumber Co.	\$ 42.37	06/08/12
226385	Hometown Ford	\$16,543.00	06/08/12
226386	Montgomery County Soil & Water	\$ 3,750.00	06/08/12

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

Agenda

JUN 25 2012

06-25-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-15-12

Check Number	To	Check Number
226436		226543
Total Checks Paid		\$619,782.63

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

06/25/12 Meeting

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda

JUN 25 2012

CHECKS ARE DATED
06/15/12

Payroll Check Number	112721	To	Payroll Check Number	112836	\$	90,953.26
Direct Deposits					\$	804,125.21
Payroll Check Number	112837	To	Payroll Check Number	112862	\$	272,365.83
Direct Deposits					\$	320,035.55
Federal Deposits					\$	308,076.64
Total Payroll Paid					\$	1,795,556.49

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

RESOLUTION

WHEREAS, on April 2, 2002, Hyundai Motor Company, Korea's largest automotive manufacturer announced it would construct a \$1 billion automotive assembly and manufacturing plant in Montgomery, Alabama; and

WHEREAS, just two short years later, Hyundai Motor Company executives, along with Montgomery County, City of Montgomery, and Alabama elected officials came together to celebrate the grand opening of the two million square foot facility on May 20, 2005; and

WHEREAS, Hyundai Motor Company and Hyundai Motor Manufacturing Alabama are to be celebrated as community philanthropists, having donated nearly \$5 million to non-profit organizations in the state of Alabama and the River Region since 2002 ; and

WHEREAS, numerous deserving organizations and programs have received funding from Hyundai including: ASF, Montgomery Museum of Fine Arts, Joy to Life Foundation, March of Dimes, American Cancer Society, Rosa Parks Museum, Montgomery Zoo, American Red Cross, United Way of Alabama, Montgomery Area Food Bank, Toys for Tots, Montgomery Public Schools; and

WHEREAS, Hyundai Motor Company and Hyundai Motor Manufacturing Alabama are to be honored as outstanding ambassadors for our county and state. Since February 2005, the Hyundai plant has provided over 4,803 tours to more than 101,000 visitors. These guests represent every continent and country from around the globe; and

WHEREAS, Hyundai Motor Company and Hyundai Motor Manufacturing Alabama are to be commended for their substantial economic impact in Montgomery County and the State of Alabama. Based on the 2010 economic impact study conducted by Auburn University Montgomery, Hyundai Motor Manufacturing Alabama and their local suppliers generated a total impact of \$3.8 billion to the economy of the State of Alabama in 2010, accounting for two percent of Alabama's Real Gross Domestic Product; and

WHEREAS, HMMA was directly responsible for 74 percent, or \$2.8 billion, of this total economic impact, while its suppliers generated \$1 billion or 26 percent of the impact; and

WHEREAS, in 2010, HMMA and its suppliers were responsible for more than 34,000 full-time equivalent jobs statewide; and

WHEREAS, the Montgomery County Commission appreciates and celebrates our friends and neighbors at Hyundai Motor Company and Hyundai Motor Manufacturing Alabama as valued community philanthropists, ambassadors, and economic partners,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby join the great State of Alabama, the City of Montgomery, and the Alabama Shakespeare Festival in honoring and expressing our appreciation to Hyundai Motor Company and Hyundai Motor Manufacturing Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on
this, the 25th day of June 2012.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that at 9:30 a.m. at the regularly scheduled meeting of the Montgomery County Commission to be held on June, 25, 2012 in the Montgomery County Administration Building and Courthouse Annex III, at 101 South Lawrence Street, Montgomery, Alabama 36104, the Montgomery County Commission (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider, discuss, and take action on a resolution that authorizes the execution and delivery of a Project Agreement by and among the State of Alabama, City of Montgomery, Montgomery County Commission and Steris Corporation, an Ohio corporation and Steris's wholly owned subsidiary, **AMERICAN STERILIZER COMPANY**, a Pennsylvania corporation ("Company") and the use of and grant of public funds by the County. Pursuant to Amendment No. 713 to the Constitution of Alabama (1901), the County is authorized to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction. The Project Agreement provides that the Company will make a substantial capital investment in expanding the current facility located in the County and will also commit to employ additional full-time employees. The County shall make available public funds as an incentive for staffing expenses incurred in acquiring, developing, constructing and equipping the expanded facility. The Company shall return or repay certain funds if specific target levels are not met. The County's use and grant of public funds are in consideration of, among other things, the commitment of Company to the total capital investment, employment and wage levels, and Project Agreement setting out the construction, performance and operation schedule for the Project. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development; increasing employment opportunities in the County; promoting the location, relocation, expansion, and retention of business enterprises in the County; and by promoting the health, welfare and prosperity of the citizens of the County enhancing the overall quality of life of the citizens of the County. This notice is being given pursuant to Amendment No. 713 to the Constitution of Alabama (1901), as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within the corporate limits of the County of Montgomery.

Given on this 14th day of June, 2012.

MONTGOMERY COUNTY COMMISSION

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 31st 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 31st 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 31st 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, Governor

DATE

Signature Page for Project Roundup Project Agreement

CITY OF MONTGOMERY

By: _____
_____, Its _____ DATE _____

Signature Page for Project Roundup Project Agreement

MONTGOMERY COUNTY COMMISSION

By: _____
Its: Chairman _____ DATE _____

Signature Page for Project Roundup Project Agreement

STERIS CORPORATION

By: _____
_____, Its _____ DATE

Signature Page for Project Roundup Project Agreement

AMERICAN STERILIZER COMPANY

By: _____
_____ Its _____ 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.

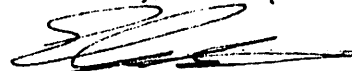
AIDT assumes all reasonable costs of program development, instructors, equipment, consumable supplies, and training aids.

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,

A handwritten signature in black ink, appearing to read 'Ed Castile', with a long horizontal flourish extending to the right.

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. | Program Development
Develop all necessary training materials, edit, and print. | \$25,000 |
| 2. | Applicant Recruiting and Screening
AIDT will place media ads, screen and interview all applicants. | \$20,000 |
| 3. | Pre-employment Training
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. | Post-Employment Training (Direct Reimbursement)
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. | Instructor Development (Direct Reimbursement)
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. | Training Cash Incentives (Direct Reimbursement)
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. | Mobile Training Units (MTU's) | \$250,000 |
| 8. | Leadership Development
Savings predicated on experience that companies would have to pay a consultant for management development and training. | \$20,000 |
| 9. | Training Video
Customized, orientation or job-specific. | \$40,000 |
| 10. | Maintenance Assessments
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 |

11.	Safety Assistance and Training 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.	\$30,000
12.	Process Improvement Assistance 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.	\$30,000
Total		\$913,000

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

Tammy Nix

From: Jessica G. Horsley [jhorsley@montgomerychamber.com]
Sent: Monday, June 18, 2012 3:10 PM
To: Donald Mims; Tammy Nix
Subject: FW: Steris
Attachments: Steris PA 061312.doc; Steris AIDT letter.pdf

Hi Donnie and Tammy,

The only change on this Project Agreement is the Chamber Address on the Notice Page. I have also attached a copy of the AIDT Pre-Loc Letter as Exhibit B.

Let me know if you need any additional information.

Thanks!

Jessica



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

June 11, 2012

TTB

TO: Donnie Mims
FROM: Tommy Gallion
RE: STERIS Corporation and American Sterilizer Company
Project Agreement

I have reviewed your June 8, 2012 memorandum and the final draft of the Project Agreement by and between the State of Alabama, the City of Montgomery, Montgomery County Commission, STERIS Corporation and American Sterilizer Company. I also reviewed the County's Notice of Public Hearing. It is my legal opinion that these documents are acceptable, legal and binding on all the parties.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-743
396696_1

2012 JUN 11 PM 4:00

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JUN 25 2012

June 20, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



SUBJECT: 2012 Mid-South RC&D Grant

Attached is a letter from James Williams, Park & Recreation Superintendent, to request permission to submit an application to Mid-South RC&D Council for outdoor fitness equipment. I support this grant application which would benefit the citizens of the Ramer area. The deadline for submitting this grant application is June 30, 2012.

This item was discussed during the Information Session Meeting on June 11, 2012. I am requesting that this item be placed on the agenda and be approved at the Montgomery County Commission meeting on June 25, 2012. Thank you in advance for your support of this request.

I will be available to answer questions if needed.

JAM/tm

RECREATION BOARD
JAMES B. PHILLIPS, CHMN.
MARK SALTER, VICE CHMN.
LYNN GOWAN
ANDREW D. HALL
ISAIAH SANKEY

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT

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

ESTABLISHED 1816

RECREATION STAFF
JAMES WILLIAMS, SUPERINTENDENT
JIMMIE ALEXANDER, SUPERVISOR
(334) 832-7181
FAX (334) 832-2533

June 6, 2012

MEMORANDUM

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: James Williams *JW*
Parks & Recreation Superintendent

SUBJECT: 2012 Mid-South RC&D Grant

The 2012 grant application deadline for Mid-South RC&D Council is June 30, 2012. I would like to submit an application for outdoor fitness equipment at Ramer Park. With your support, I would like to address the commission in the Informal Session on June 11, 2012 regarding the grant application. I would like to ask them to formally approve the application at the June 25th meeting.

Thank you

JW/tm

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda

JUN 25 2012

June 21, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Understanding with the University of Alabama regarding Internships

During the June 11, 2012 County Commission meeting, the Commission considered the proposed Memorandum of Understanding with the University of Alabama regarding internships for the Probate Judge's Office. The Commission agreed to place this item on the June 25, 2012 agenda.

DLM/tn

Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
UNIVERSITY OF ALABAMA

The Montgomery County Commission and the University of Alabama Management Information Systems (MIS) Program agree to enter into a cooperative agreement whereby the Montgomery County Commission approves the Probate Court's hiring of Management Information System students for internships within the Probate Court.

Under this cooperative arrangement, the Montgomery County Commission understands that each intern shall be paid the current, established salary as provided by the Montgomery City-County Personnel Department for their work within the Probate Court.

The duration of this arrangement shall be continual unless it is replaced by another agreement or is otherwise dissolved at the request of the Probate Court.

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

David P. Hale, PH.D.
Director of MIS
University of Alabama

Date

Date



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

June 21, 2012

TG

TO: Donnie Mims
FROM: Tommy Gallion
RE: University of Alabama Management Information Systems Program
Memorandum of Understanding

I have reviewed your June 6, 2012 memorandum. I also reviewed the Memorandum of Understanding ("MOU") by and between Montgomery County Commission and University of Alabama Management Information System.

This MOU is a very good idea and timely in that it will provide University of Alabama student internships within the Probate Court for its new computer system.

I am of the opinion that the services provided for in this memorandum of understanding are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this memorandum of understanding should not be executed if it is the desire of the Commissioners.

50051-317
4569597_1

2012 JUN 21 PM 3:29
MONTGOMERY COUNTY
COMMISSIONER

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

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www.mc-ala.org

Agenda

JUN 25 2012

June 13, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Agreement with Cross-Fit Saints Forge

On June 11, 2012, I met with the Commission to discuss a new Cross-Fit wellness program. This high energy intense exercise workout program is one that has generated a lot of interest nationally including our military during boot camps. The Montgomery County Sheriff's Tactical Unit has been used as a pilot program at no cost to the County or employees for several months. The monthly membership cost is \$100, and my recommendation is for half of the cost to be handled by the participating employee's payroll deduction and the other half handled through the County Healthcare Fund

Similar to the YMCA membership, this wellness program would be based on utilization requirements of at least 24 visits over a 6 month period. The agreement (see attached) has been reviewed by Attorney Gallion. I am recommending this item be placed on the next agenda for the Commission's consideration of approval.

CC: John Mitchell

Cross-Fit Services Agreement

Introduction

The Montgomery County Commission (Commission) desires to enhance its wellness program by entering into a service agreement with the Cross-Fit Saints Forge (CROSS-FIT) to provide a discounted membership to all County employees in an effort to improve the overall health of Montgomery County families. As part of this agreement, the Commission will contribute \$50 per month toward each participating employee completing an average of 24 workouts over a 6 month period.

Effective Date and Term

The effective date of this Agreement is July 1st, 2012 ("Effective Date"). The initial term shall be the twenty-four (24) month period commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this

Agreement is terminated or modified in accordance with the provisions set forth below:

1. failure of the CROSS-FIT to perform its obligations in accordance with this Agreement,
2. failure of the Commission to perform its obligations in accordance with this Agreement,
3. by either CROSS-FIT or Commission, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice.

CROSS-FIT Provisions of the Agreement

- A. The CROSS-FIT will offer to all Montgomery County employees reduced monthly fees to \$50/individual for membership. CROSS-FIT will also waive any joining fees during an open enrollment period.
- B. The CROSS-FIT will provide speakers on related topics at the discretion of the Montgomery County Commission.
- C. As part of the membership, the CROSS-FIT will provide fitness evaluations and Personal Fitness orientation consultations.
- D. The CROSS-FIT will provide to the Risk Manager of the County monthly usage reports of County employees/retirees.

Montgomery County Commission Provisions

- A. The Commission will payroll deduct membership premiums
- B. The Commission will contribute \$50/month toward each employee completing 24 workouts over a six month period.

- C. Should an employee not complete at least 24 workouts over a 6 month period, an employee will be placed on probation for a six month period. At the end of this probation, should the employee not average 24 workouts during this 6 month timeframe, the Commission will no longer contribute to the employee's CROSS-FIT membership.
- D. The Commission will require participating employees to remain in the program an initial 6 months after enrollment at the CROSS-FIT. The membership will automatically renew unless advised by the employee to cancel.
- E. The Commission will begin making monthly payments to the CROSS-FIT for participating employees (in accordance with the amounts stated above) by the end of the following month after open enrollment.

Confidentiality

Except as authorized in writing by the Commission, the CROSS-FIT shall not disclose to any person or institution not authorized by the Commission any information directly or indirectly related to Montgomery County employees.

Indemnification

The CROSS-FIT agrees to indemnify and hold harmless the Commission with respect to any and all losses, damages, or expenses (including reasonable attorney fees) caused by the breach by the CROSS-FIT of any of its undertakings as set forth in this agreement and all claims from a participating employee which may arise at a CROSS-FIT branch from loss, injury, liability, damages, expense, attorneys' fees or other obligations, resulting from, in connection with services performed in this Agreement.

Plan Documents

The Commission is responsible for determining who is eligible for the CROSS-FIT membership by collecting payments through payroll deducts and completing the CROSS-FIT enrollment cards. The payroll deducts for this program will occur on the second pay period of the month. These cards will then be forwarded to CROSS-FIT for processing. The Commission will assist employees in the preparation of payroll deduct forms and enrollment cards. The Commission will advise CROSS-FIT of eligible employees for billing purposes.

Dispute Resolution

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall

endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution 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 Cross-Fit Saints Forge.

Damion Roop
Owner
Cross-Fit Saints Forge

Elton Dean
Chairman
Montgomery County Commission

Date

Date



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
June 18, 2012

TT6

TO: Donnie Mims
FROM: Tommy Gallion
RE: Cross-Fit Saints Forge
Services Agreement

I have reviewed your June 14, 2012 memorandum and the June 13, 2012 memorandum from Scott Kramer to you. I have also reviewed the Cross-Fit Services Agreement.

It is my legal opinion that Services Agreement is legal and binding on all parties and I do not have any changes or additions. I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
#4576360_1

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 13, 2012

Agenda

JUN 25 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Healthcare Plan Changes

On June 11, 2012, I met with the Commission to discuss my recommended changes for the Healthcare Plan effective October 1, 2012. Over the last few years, the County Commission has adopted a Smoke Free Workplace. In addition, smoking cessation classes have been offered to assist our employees and dependents to quit smoking. I am requesting consideration be given to raise the employee contributions by \$25/month for individual and family coverage, but this cost could be reduced by the same amount if employees and/or spouses remained tobacco-free (see enclosed affidavit).

In addition, my recommendation is to raise the County contribution from \$510/month to \$525/month. I am recommending this item be placed on the next agenda for the Commission's consideration of approval.

CC: John Mitchell

This affidavit verifies that:

Employee Name (print): _____

Last 4 digits SSN: _____

Tobacco Free Credit – Employee must read this section before signing

☐ **Tobacco Free Credit**

Tobacco Free Affidavit: I certify that I have not used tobacco products, including cigarettes, snuff, chewing or dipping products, cigars or pipes within thirty days prior to the date of this affidavit. I agree to remain tobacco free for the remaining insurance enrollment period ending October 1, 2013. If I begin using tobacco products during the period, I agree to notify the Montgomery County Commission Risk Management Department within 5 business days to discontinue my tobacco free credit. Failure to make timely notification will subject me to disciplinary action up to and including termination of employment and/or repayment of \$25 per month for entire time I received a tobacco free credit. I understand that I am subject to nicotine testing at any time during the period of October 1, 2012 through October 1, 2013.

Employee Signature: _____
(Signature for Tobacco Free Credit)

Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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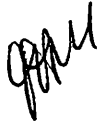
Agenda

JUN 25 2012

June 21, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Consideration of Leadership Montgomery Acceptance

Please see attached memo from Scott Kramer, Risk Manager, regarding his request to participate in the upcoming Leadership Montgomery class. Scott has indicated that the funds to attend the program are available in Risk Management budget to cover the cost of the class.

This item was discussed previously at the Information Session Meeting on June 11, 2012. I am requesting that this item be placed on the June 25, 2012 County Commission meeting.

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

JAM/tm

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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TDD (334) 265-3568
www.mc-ala.org

May 30, 2012

MEMORANDUM

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Consideration of Leadership Montgomery

I was recently selected to participate in the next Leadership Montgomery class. Please see attached letter. I look forward to participating in this program. I feel the networking and the learning opportunities will be advantageous for me individually and for the County in the future.

This item was previously discussed with the Commission. I would like for this item to be considered by the Commission as an agenda item.

CC: Donald L. Mims



5/11/2012

Mr. Scott Kramer
111 Old Prestwick Ct.
Prattville, AL 36066

Dear Mr. Kramer:

Congratulations and welcome into class twenty-six of Leadership Montgomery! We are excited that you will become a part of what we hope will be one of the most rewarding experiences of your life. We are planning a stimulating and challenging year, and we look forward to getting to know you and interacting with you as we share many exciting experiences together.

Accompanying this letter is a roster of dates for each of your class days, beginning with the July 31st orientation to be held in the board room of the Montgomery Area Chamber of Commerce, located at 41 Commerce Street in downtown Montgomery. Other dates are those of the mandatory overnight retreat, which we left as originally planned on Friday, August 17th and Saturday, August 18th. It appeared that changing these dates would eliminate several people's participation from the program, which we did not want to do.

We strongly encourage you to make the orientation a very high priority, as it is during the orientation that we will provide an overview of the year, including a review of expectations, an introduction to your partner for the year, an introduction to the Leadership Montgomery staff, and an opportunity for you to ask any questions you may have.

Again, congratulations on your selection into Leadership Montgomery. We had far more applicants than space would allow, and selection into the program is a highly coveted honor. Therefore, you can feel confident that you will be in a class of highly regarded individuals, and at the end of your experience, you will have made many new life-long friends.

We look forward to working with you and getting to know you in the months ahead.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Carter".

Cheryl Carter, Executive Director

600 South Court Street
Montgomery, AL 36104
Phone: (334) 262-2261 Fax: (334) 240-6869
www.leadershipmontgomery.org

SECRET

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ELTON N. DEAN, SR.
CHAIRMAN

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Agenda

JUN 25 2012

June 25, 2012

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

NC-2012-88: City of Montgomery, to be used by BONDS to Support Rolling Hills, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Ingram)

NC-2012-89: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Polizos)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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Agenda

JUN 25 2012

June 20, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



SUBJECT: Support Services Reorganization

The Commission was briefed on the plan to reorganize the Support Services Department. The city-county personnel have submitted the following proposal. (Attached) This plan will save the county seventy (70) thousand dollars annually. This plan calls for the duties of the Director of Support Services to divide between the Plant Maintenance Manager and the Purchasing Manager and abolish the Director of Support Services.

4. Irregular Step Increase:

Purchasing Manager would get a two (2) step increase to compensate for the additional duties that has been assigned to her position

This request is well within the guidelines of the city-county personnel rules

This item was discussed during the Information Session on June 11, 2012 and was advised to be placed on the agenda for Commission Meeting on June 25, 2012. I am requesting the four (4) items listed be approved.

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

JAM/tm

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
BENITA FROEMMING, CHAIRMAN
RANDALL B. JAMES
JOHN L. BAKER

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-241-2675
FAX: 334-241-2219

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Karen Cason *KBC*
Assistant Personnel Director

DATE: June 20, 2012

SUBJECT: Support Services Reorganization - Amended

In response to your request we have revised the job descriptions for Plant Maintenance Engineer and Assistant Director of Support Services based on the new organizational structure which involves the abolishment of the Director of Support Services and Assistant Director of Support Services classifications. We have also completed our salary evaluation which included a comparison of similar jobs in the merit system. Based on our study, we recommend the following pay and classification changes.

1. Establish the following new classifications:

Plant Maintenance Manager, 0771, Pay Grade A-10
Assistant Plant Maintenance Manager, 0768, Pay Grade A-8
Purchasing Manager, 0787, Pay Grade A-10

2. Reclassify the following employees:

Pat Litchfield, Plant Maintenance Engineer to Plant Maintenance Manager
Pat Silas, Assistant Director of Support Services to Purchasing Manager
Richard Hataway, Assistant Plant Maintenance Engineer to Assistant Plant Maintenance Manager

3. Abolish the following classifications:

Plant Maintenance Engineer, 0770, Pay Grade A-9
Assistant Plant Maintenance Engineer, 0767, Pay Grade A-8
Assistant Director of Support Services, 0797, Pay Grade A-10
Director of Support Services, 0795, Pay Grade A-11

June 20, 2012

Page 2

These actions will become effective in the first full pay period following approval by the Montgomery County Commission and the Montgomery City-County Personnel Board. Enclosed are the new job descriptions for your signature. Please return the originals to Shenita Mitchell. Please call Shenita or me if you have any questions.

Enclosures

C: John Mitchell, Deputy County Administrator

1111 Airbase Blvd. P.O. 9219
Montgomery, Ala. 36108

**Montgomery County
Juvenile Court**

Agenda

JUN 25 2012

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 6/18/2012

Re: Fill requests

I would like my fill requests for an Intake Officer and a Detention Officer be placed on the next formal agenda with the Commissioners. I discussed both of these positions with the Commissioners at their last working session.

Thank you for your consideration in this matter.

2012 JUN 19 PM 4:44
MONTGOMERY COUNTY
COMMISSIONER

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 Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Charles Glasscock, Juvenile Probation Supervisor

1. POSITION TITLE: Juvenile Probation Officer (to replace Sheena Gamble)

POSITION NUMBER: 900306001

PROPOSED EFFECTIVE DATE: 6/25/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$34,563/\$1329.34/\$16.6167)

Bruce R. Howell

Department Head

6/4/2012
Date

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juvenile Detention Director

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

1. POSITION TITLE: Juvenile Detention Officer (to replace Darryl Andrews)

POSITION NUMBER: 900300018

PROPOSED EFFECTIVE DATE: 6/25/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1137.28/\$14.2160)

Bruce R. Howell

Department Head

6/4/2012
Date

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 # 6

Agenda

JUN 25 2012

Date: June 8, 2012
To: Donald L. Mims, Administrator
From: Lou Ialacci, Information Systems
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: College Park, GA
Departure Date: June 27, 2012 Return Date: June 27, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend New World Customer User Conference

Traveler (s) Name: 1. Lou Ialacci 4. _____
2. Chad Nunn 5. _____
3. Sherrill Thomas 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$169.00 Advance Registration Required: \$0.00

Department Name: Information Systems Fund Name: General

Additional Comments: Mileage 304 @ .555

To: Lou Ialacci, Information Systems
From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$169.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$11,619.87</u>	
Budget Available:	<u>\$8,380.13</u>	
Current Requests:	<u>\$169.00</u>	
Budget Balance:	<u>\$8,211.13</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/8/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

JUN 25 2012

Date: June 6, 2012

To: Donald L. Mims, Administrator

From: Lou Ialacci, Information Systems

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New World Conference - Chicago, IL

Departure Date: September 23, 2012

Return Date: September 26, 2012

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2012 New World Systems Executive Customer Conference

Traveler (s) Name: 1. Chad Nunn 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☒

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$1,895.81

Advance Registration Required: \$1,220.81

Department Name: Information Systems Dept.

Fund Name: _____

Additional Comments: Registration/Hotel - \$1,220.81; Food Allowance - \$225.00; Airfare - \$400.00
Cab - \$50.00

To: Lou Ialacci, Information Systems

From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,895.81 and advance registration of \$1,220.81 is authorized.

To be completed by the Finance Department

Fund Code: 001-51965.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$20,000.00

Approved Requests: \$11,619.87

Budget Available: \$8,380.13

Current Requests: \$2,064.81

Budget Balance: \$6,315.32

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/8/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

JUN 25 2012

Date: June 13, 2012

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Sheffield, AL

Departure Date: August 1, 2012

Return Date: August 4, 2012

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Taser X26 & X2 Re-Certification

Traveler (s) Name: 1. Sgt. Jeffery Sanderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$475.00 Advance Registration Required: \$175.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$475.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$13,247.91

Budget Available: \$1,752.09

Current Requests: \$475.00

Budget Balance: \$1,277.09

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/14/2012

cc: Finance Director / Buyer

10-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 16

Agenda

JUN 25 2012

Date: June 13, 2012

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: On-Line Instruction

Departure Date: _____

Return Date: _____

Conference Leave (Days / Hours): In house

Purpose of Travel: OC Instructor Re-Certification

Traveler (s) Name: 1. Sgt. Carlos Parks 4. _____
2. Sgt. Jeffery Sanderson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐

Commercial Air ☐

Private Vehicle ☐

Other (Specify) ☐

Total (est.) Cost: \$700.00

Advance Registration Required: \$700.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$13,247.91

Budget Available: \$1,752.09

Current Requests: \$1,175.00

Budget Balance: \$577.09

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/14/2012

cc: Finance Director / Buyer

10-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda
JUN 25 2012

Date: June 8, 2012
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Al.
Departure Date: July 9, 2012 Return Date: July 13, 2012
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend Fire College Inspector course

Traveler (s) Name: 1. Brandi Alexander 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$450.00 Advance Registration Required: \$225.00
Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Required that we have a certified inspector for our fire safty standards

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$450.00 and advance registration of \$225.00 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 & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$2,575.97</u>
Budget Available:	<u>\$12,424.03</u>
Current Requests:	<u>\$450.00</u>
Budget Balance:	<u>\$11,974.03</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/8/2012
cc: Finance Director / Buyer

10-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

JUN 25 2012

Date: June 21, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Phoenix, Arizona
Departure Date: October 7, 2012 Return Date: October 11, 2012
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the 2012 ICMA Annual Conference

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: \$2,258.00 Advance Registration Required: \$620.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$620.00; Hotel - \$788.00; Flight - \$475; Meals- 375.00

ALL COST FROM THE 2013 BUDGET

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$2,258.00 and advance registration of \$620.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$6,498.52</u>	
Budget Available:	<u>\$8,501.48</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$8,501.48</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 6/21/2012

cc: Finance Director / Buyer

10-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

JUN 25 2012

Date: June 12, 2012

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 1901 Trojan Dr, Corpus Christi, TX 78419

Departure Date: August 5, 2012

Return Date: August 9, 2012

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Attend NCTI'S Preventing Sexual Misconduct against offenders Certification training

Traveler (s) Name: 1. Paul Brown 4. _____
2. Edgar Wilson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$3,200.00 Advance Registration Required: \$1,390.00

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. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$3,200.00 and advance registration of \$1,390.00 is authorized.

To be completed by the Finance Department

Fund Code: 124-52960.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$12,400.00

Approved Requests: \$3,664.67

Budget Available: \$8,735.33

Current Requests: \$3,200.00

Budget Balance: \$5,535.33

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/12/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

Agenda

JUN 25 2012

Date: June 13, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: July 10, 2012 Return Date: July 12, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: Child Death Review Conference

Traveler (s) Name: 1. Seth Gowan 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$102.12 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$102.12 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$32,361.80</u>	
Budget Available:	<u>\$12,638.20</u>	
Current Requests:	<u>\$102.12</u>	
Budget Balance:	<u>\$12,536.08</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/14/2012

cc: Finance Director / Buyer

10-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 34

Agenda

JUN 25 2012

Date: June 20, 2012

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 15, 2012

Return Date: August 17, 2012

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: GFOAA 2012 Summer Conference

Traveler (s) Name: 1. Rhonda Cape 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$840.00

Advance Registration Required: \$200.00

Department Name: District Attorney

Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$840.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$32,361.80

Budget Available: \$12,638.20

Current Requests: \$942.12

Budget Balance: \$11,696.08

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/21/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: June 21, 2012
To: Donald L. Mims, Administrator
From: Jane Reed
Re: Travel / Training Request

Agenda
JUN 25 2012

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: July 10, 2012 Return Date: July 10, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the AAND Workshop

Traveler (s) Name: 1. Jane Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$25.00 Advance Registration Required: \$25.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$25.00

To: Jane Reed
From: Donald L. Mims, Administrator

The above request is app. 06/25/12 reimbursement of actual and necessary expenses in the
approximate amount of \$25.00 and advance registration of \$25.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>784-51986.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$352.22</u>
Budget Available:	<u>\$4,647.78</u>
Current Requests:	<u>\$25.00</u>
Budget Balance:	<u>\$4,622.78</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/2012

cc: Finance Director / Buyer

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ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JUN 25 2012

June 21, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Probate and Revenue Commissioner's Leasehold Improvements for New Location

During the May 29, 2012 meeting, Architect John Chambliss presented the construction estimate and FF&E budget for the Probate and Revenue Commissioner's leasehold improvements at their new office location.

After discussion, it was agreed to place on the June 11, 2012 agenda, the approval to proceed with the bid for the Probate and Revenue Commissioner's leasehold improvements with a maximum authorization of \$289,785.

During the June 11, 2012 meeting, the Commission requested to carry this item over to the June 25, 2012 agenda.

DLM/tn

Probate Construction Estimate & FF&E Budget: For estimating purposes only; construction bid will vary

PROJECT SQUARE FOOT: 7751

PROJECT NO.:

P. MANAGER: Brown Chambless: A. Ingram (Interiors)

DATE: 3/28/2012

REV. DATE: 4/5/2012; 4/13/12; 4/30/12; 5/23/12

CATEGORY OF WORK:	ITEM:	PREVIOUS PRICE:	REDUCED PRICE	NOTES:	FINAL PRICE:	PRICE PER SF:
BASE BID MEP WORK:						
Plumbing		\$28,700.00	(\$5,000.00)	no new, keep 204 fixtures & HWH	\$10,500.00	\$1.35
HVAC		\$52,200.00	(\$20,000.00)	HVAC split, round duct, change supply type, remove T&B by certified company	\$32,200.00	\$4.15
Electrical		\$98,200.00	(\$16,000.00)	Go to MC Cable, downgrade light fixtures	\$82,200.00	\$10.61
Previous Sub-Total:		\$179,100.00	(\$41,000.00)	New Sub-Total:	\$124,900.00	\$16.11

BASE BID WORK:

Demo Work		\$9,755.00	(\$9,755.00)	Prison Industries	\$0.00	
**Demolition Work by PI		Estimated - need actual price from PI			\$5,000.00	
Ceiling Tile Material only	Grid to Remain	\$25,125.00	(\$13,000.00)		\$12,125.00	
**Ceiling Tile Install - Grid to Remain		Estimated - need actual price from PI			\$4,000.00	
Flooring		\$63,272.00	(\$39,772.00)	downgraded materials	\$23,500.00	
Millwork		\$56,000.00	(\$15,000.00)	delete panel & hardware	\$41,000.00	
Millwork Glass Shield		-	-		\$5,400.00	
Wood Sills @ Existing Storefront		-	-		\$400.00	
Framing & Drywall		\$51,888.00	(\$30,263.00)	reduced soffit work	\$19,750.00	
Interior & Exterior Storefront		\$21,000.00	(\$6,000.00)	deleted exterior @ Probate	\$15,000.00	
Column Wraps		-	-		\$1,500.00	
Firewall Header/soffit		-	-		\$2,000.00	
Lintel		-	-		\$750.00	
Cut & Patch		-	-		\$2,000.00	
HMF, Doors & HW		-	-		\$6,460.00	
Toilet Accessories		\$2,000.00	(\$500.00)	delete one restroom	\$500.00	
Install DMV Screens & TV's		-	-		\$1,000.00	
Roof Frame Opening		-	-		\$2,500.00	
Roof Patch		-	-		\$2,000.00	
*Fire Sprinkler System		\$24,000.00	\$ (4,000.00)	seperated back of house	\$0.00	
*Fire Alarm		\$10,365.00	-		\$0.00	
*Fire Stopping		\$3,000.00	-	In price below by landlord	\$0.00	
New Sub-Total:					\$144,885.00	\$18.69
Contingency					\$20,000.00	
Previous Sub-Total:		\$445,505.00	JTAL COUNTY BASE BID FROM ABOVE:		\$289,785.00	\$37.39

***WORK BY LANDLORD (LISTED AS ALTERNATES TO BASE BID WORK)**

*Fire Sprinkler System	\$24,000.00	\$ (4,000.00)	seperated back of house	\$20,000.00	
*Fire Suppression in back of house area, heat & emergency lighting		-		\$4,000.00	
*Replacement of (1) HVAC unit & new curb over revenue		-		\$7,755.00	
*Fire Alarm Strobing System	\$10,365.00	(\$4,750.00)	delete Annuciation	\$5,615.00	
*All 1 hour seperation work	-	-		\$3,000.00	
Previous Sub-Total:		\$10,365.00	New Sub-Total:	\$ 40,370.00	\$2.71

ADDITIONAL ITEMS BY OTHERS IF DESIRED:

Cabling	\$20,000.00	\$0.00	no change	\$20,000.00	\$2.58
Appliances		(\$5,000.00)		\$2,500.00	
Window Shades vs. 1" Aluminum Blinds	06/05/12	\$ (2,461.00)		4540	
Card Reader Swipe Pads (4)	08/13/37	\$ (11,740.00)	Reduced Quantity	3500	
Furniture (GSA Contract)				\$45,000	\$8.08
Ticketing Q-Matic System				\$17,044.00	\$2.19
Self Service Kiosk				Unknown	
Security Camera System by Norment				\$17,000.00	\$8.00
Additional Equipment (PC's, printer's, etc)				Unknown	
AT&T Phone Installation				Unknown	
New Sub-Total:				\$ 79,044.00	\$10.52

*Items by Landlord **Work by Prison Industries