

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

FEBRUARY 16, 2016

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
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Founder and Director Michelle Browder of *I Am More Than*
Vice President of Landscape Architecture John B. Bricken III with Goodwyn, Mills and
Cawood
Probate Judge Steven L. Reed, Chief Probate Clerk William Flowers and Assistant Director
of Elections Christopher Turner
District Attorney Daryl Bailey and Executive Director Nathan Cook with One Place Family
Justice Center
Presiding Circuit Court Judge Eugene Reese and Juvenile Court Administrator Bruce Howell
Community Corrections Executive Director Paul Brown

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by a Guest of Commissioner Walker

Pledge of Allegiance Led By Robert E. Lee High School Band Students

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of February 1, 2016

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation of Certificates of Completion from the National Institute for Jail Operations (NIJO) to Lieutenant Janice Hardy, Captain Etta Matthews, Sergeant Carlos Parks, Sergeant Martinez Tolbert and Sergeant Robert Washington, Detention Facility

NEW BUSINESS:

- 1. Consider Resolution Proclaiming the Month of March as Certified Government Financial Manager Month, County Commission**
- 2. Consider Board Member Appointment to the Montgomery County Department of Human Resources Board, County Commission**
- 3. Consider Authorization of Proposed Master Plan from Goodwyn, Mills and Cawood, Inc., Regarding Old Selma Road and Cantelou Road, Recreational Park, County Commission**
- 4. Consider Authorization of Proposed Master Plan from Goodwyn, Mills and Cawood, Inc., Regarding Highway 231 and Trotman Road, Recreational Park, County Commission**
- 5. Consider Authorization of Agreements for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties, Youth Facility**
- 6. Consider Authorization of Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Youth Facility, Youth Facility**
- 7. Consider Authorization of Architectural Proposal from Robinson and Associates Architecture, Inc., for the Construction of the Montgomery County Sheriff Maintenance Shop Building and Master Plan for the Property, County Commission**
- 8. Consider Authorization of Condemnation Proceedings Regarding Property located on Terminal Road, County Commission**
- 9. Consider Authorization to Engage JMR+H Architecture in Consulting on the Redesign of the Downtown Tag Office to Facilitate the Installation of the Q-matic Smart Queuing System, Probate Judge's Office**

10. Consider Recommendation to Award Elevator Consulting Contract to Dieter Consulting Services, County Commission
11. Consider County Employee Blood Drives for 2016, County Commission
12. Consider Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission
13. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
14. Consider Bid Award to Overbilt Trailer Co., for a 35-Ton Lowboy Equipment Trailer, Bid Number 51300-16B-010, Engineering Department
15. Consider Authorization of Final Incentive Payment regarding Project ROUNDUP (STERIS Corporation), County Commission
16. Consider Authorization of Final Pay Application Number 3 to Holley-Henley Builders, Inc., Regarding Montgomery County Jail Kitchen Repairs, County Commission
17. Consider Budget Change Request Number 27 for \$8,000 to Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development, County Commission Appropriations
18. Consider Budget Change Request Number 28 for \$5,300 to Child Protect, Inc., for Demolition of Building, County Commission Appropriations
19. Consider Position Fill Requests – Detention Facility (4)
 1. Corrections Officer Lieutenant, Position Number 086
 2. Corrections Officer Sergeant, Position Number to be Determined
 3. Corrections Officer Corporal, Position Number to be Determined
 4. Corrections Officer Trainee/Corrections Officer, Position Number to be Determined
20. Consider Travel/Training Requests (13)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Executive Sam T. Adams with Britton YMCA
Marketing/Community Relations Consultant Felicia Taylor with Alabama State
University

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

FEBRUARY 16, 2016

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.

MARCH 7, 2016

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.

MARCH 21, 2016

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.

APRIL 4, 2016

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.

APRIL 18, 2016

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 2 Appraiser II's – Appraisal Department
Fill action continues for 1 Administrative Support Associate – Board of Registrars
Fill action continues for 1 IT Technician – Information Systems
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Mail Room and Stores Clerk – Support Services Department
Fill action continues for 1 Maintenance Mechanic – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 3 Administrative Support Associate – Detention Facility
Fill action continues for 30 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 3 Maintenance Mechanics – Detention Facility
Fill action continues for 1 Corrections Officer, Captain – Detention Facility
Fill action continues for 1 Corrections Officer, Corporal – Detention Facility
Fill action continues for 1 Corrections Officer, Lieutenant – Detention Facility
Fill action continues for 1 Corrections Officer, Sergeant – Detention Facility
Fill action continues for 1 Stores Clerk – Detention Facility
Fill action continues for 3 Legal Support Assistant – District Attorney's Office
Fill action continues for 3 Investigator I's – District Attorney's Office
Fill action continues for 1 Case Manager I – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 WCU Case Manager 1 – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 3 CREO I's – Engineering Department
Fill action continues for 2 CREO II's – Engineering Department
Fill action continues for 1 CREO III – Engineering Department
Fill action continues for 1 Traffic Control Tech III – Engineering Department
Fill action continues for 1 Payroll & Benefits Assistant – Finance Department
Fill action continues for 1 Administrative Support Specialist – Personnel Department
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Administrative Support Specialist – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisor – Probate Judge's Office
Fill action continues for 1 Director of Elections – Probate Judge's Office (Election Center)
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Administrative Support Specialist – Sheriff's Office
Fill action continues for 2 Court Security Officer's – Sheriff's Office
Fill action continues for 2 Administrative Support Associate – Sheriff's Office
Fill action continues for 2 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Records & Identification Clerk – Sheriff's Office
Fill action continues for 3 Deputy Sheriff Trainees / Deputy Sheriff's – Sheriff's Office
Fill action continues for 1 Deputy Sheriff, Corporal – Sheriff's Office
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Administrative Support Associate – Youth Facility
Fill action continues for 1 Court Operations Clerk I – Youth Facility

Fill action continues for 1 Juvenile Detention Director – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 4 Juvenile Detention Officers – Youth Facility
Fill action continues for 1 Juvenile Detention Officer (Part-Time) – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

February 16, 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-29-16

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

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

AGENDA

FEB 16 2016

2-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-29-16

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

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

2-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-5-16

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

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

2-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-5-16

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

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

MONTGOMERY COUNTY COMMISSION

2/16/16 Meeting

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

FEB 16 2016

CHECKS ARE DATED
2/5/16

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

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



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Ray Long, Morgan County, President
Sonny Brasfield, Executive Director

AGENDA

FEB 16 2016

January 15, 2016

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

Dear Chairman Dean:

This past year we completed the first round of classes for the Alabama Jail Training Academy (AJTA) and it was a huge success. More than 250 jail officers were trained during the first four classes and more than 30 people completed all four classes.

As you know, Lieutenant Janice Hardy, Captain Etta Matthews, Sergeant Carols Parks, Sergeant Martinez Tolbert and Sergeant Robert Washington from your county completed the program and earned a certificate of completion from the National Institute of Jail Operations (NIJO). We believe it would encourage other jailers to participate in this important educational program if the county commission recognized this accomplishment during one of its upcoming meetings. Enclosed is a certificate from NIJO for each of the graduates. We hope you will present these in the near future. We think it would also be appropriate if you included Sheriff Cunningham in the presentation.

Thank you for your support of this excellent training program and all of the Association's activities.

Sincerely,



Sonny Brasfield
Executive Director

Enclosure

Cc: Donnie Mims, Administrator

01-MAY 2016 10:02

101-263-7594



Robert Washington

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Martinez Tolbert

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Carlos Parks

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Etta Matthews

Captain, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Janice Hardy

Lieutenant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

AGENDA

FEB 16 2016

MEMORANDUM

January 26, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

DK

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

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

Thank you for your consideration.

Montgomery County Commission

A County Older Than The State



Established 1816

Montgomery, Alabama

Resolution

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

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

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years,

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

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

FEB 16 2016

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Member Appointment

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

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

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Appointment

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

Should you have any questions, please contact me.

DLM/tn

Attachment

Section 38-2-7

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

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

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

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

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

ELTON N. DEAN, SR.
CHAIRMAN

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VICE CHAIRMAN

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A COUNTY OLDER THAN THE STATE

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January 14, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims ^{DLM}
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Appointment

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

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:

Term Expires:

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

9/5/2017

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

9/5/2021

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

9/5/2019

George Goodwyn
3608 Oak Grove Circle
Montgomery, AL 36116

9/5/2019

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

9/5/2017

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

9/5/2021

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

9/5/2019

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

Brenda Blalock, City Clerk, City Hall

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

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

DLM/tn



February 10, 2016

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

REFERENCE: PROPOSAL FOR SERVICES - MASTER PLANNING
PROJECT: MASTER PLAN OF COUNTY PARK
LOCATED ON OLD SELMA ROAD & CANTELOU ROAD

Dear Commissioner Dean:

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

SCOPE OF SERVICES

SITE ANALYSIS

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

DEVELOP SCHEMATIC MASTER PLAN FOR EACH PARK

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

Items of Interest for the Park Development:

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



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

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

FINAL DESIGN AND COMPLETION

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

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



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

COMPENSATION

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

SCHEDULE

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

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

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

Sincerely,

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

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

AGREED:

Signed

Date



Rate Schedule June 2015 - June 2016

Principal Architect/Engineer				\$240.00 per hour
Steve Cawood, PE	David Reed, PE, PLS	George Goodwyn, PE		
Bill Wallace, AIA	Jeffrey Brewer, AIA	Galen Thackston, PE, LEED GA		
Senior Architect/Engineer/Planner				\$190.00 per hour
Freddie Lynn, Jr., AIA, LEED GA	James Bagley, AIA	Euel Screws, PE	Bob Carter, PE, PLS	Bruce Bodner, PE
Tracy Bassett, AIA	Mike Keeshen, AIA	Burns Whittaker, PE	John Averrett, PE, LEED	Mike Hamrick, AIA
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Robert Gray, AIA	Paul Anderson, AIA	Kevin Laird, PE	Jennifer Landry, NCIDQ, LEED GA	
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Kevin Jett	Angela Salter	Lauren Rainey		

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Lauren Vinson
Rebecca Connell
Elizabeth Cox
Jane Lynch

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

Surveying

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

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

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

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

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

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

DLM/tn



February 10, 2016

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

REFERENCE: PROPOSAL FOR SERVICES - MASTER PLANNING

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

Dear Commissioner Dean:

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

SCOPE OF SERVICES

SITE ANALYSIS

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

DEVELOP SCHEMATIC MASTER PLAN FOR EACH PARK

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

HIGHWAY 231 & TROTMAN ROAD

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



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

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

FINAL DESIGN AND COMPLETION

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

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

COMPENSATION

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

SCHEDULE

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



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

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

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

Sincerely,

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

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

AGREED:

Signed

Date



Rate Schedule June 2015 - June 2016

Principal Architect/Engineer				\$240.00 per hour
Steve Cawood, PE	David Reed, PE, PLS	George Goodwyn, PE		
Bill Wallace, AIA	Jeffrey Brewer, AIA	Galen Thackston, PE, LEED GA		
Senior Architect/Engineer/Planner				\$190.00 per hour
Freddie Lynn, Jr., AIA, LEED GA	James Bagley, AIA	Euel Screws, PE	Bob Carter, PE, PLS	Bruce Bodner, PE
Tracy Bassett, AIA	Mike Keeshen, AIA	Burns Whittaker, PE	John Averrett, PE, LEED	Mike Hamrick, AIA
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Surveying

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

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

Theresa LeGrady

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

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

Sent from my iPhone

Begin forwarded message:

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

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

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

Tel 334.271.3200
Fax 334.272.1566

John.Bricken@gmcnetwork.com
2660 East Chase Lane

Suite 200
Montgomery AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

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FEB 16 2016

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: February 9, 2016
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties - City of Prattville - Detention Bed Contracts

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

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY

x [Signature]
ADMINISTRATOR/CLERK/
TREASURER

x [Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kilpatrick
ADMINISTRATOR/CLERK/
TREASURER

David Sander
CHAIRMAN



DARRELL SANDERS
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS MCCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1
JESSE F. MCWILLIAMS, III, DISTRICT 2
FRANK A. HICKMAN, DISTRICT 3
ALLIN WHITTLE, DISTRICT 4
DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

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

October 12, 2015

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

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

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

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

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

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Connie S. Powell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Karen McDuffie
ADMINISTRATOR/CLERK/
TREASURER

Dan B
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES
LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

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

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

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

Montgomery County


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

Gwendolyn O. Richardson
ADMINISTRATOR/CLERK/
TREASURER

MONROE COUNTY

Shirley Ann
CHAIRMAN

STATE OF ALABAMA)

OCTOBER 27, 2015

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

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

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

A MOTION

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

ATTACHMENT#1

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

A MOTION

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

ATTACHMENT #2

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

A MOTION

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

FOB Cost per ton	418.30	425.92
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Demurrage cost per hour	\$65.00 per hour	\$75.00
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A MOTION

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

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

A MOTION

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

ATTACHMENT #3

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

A MOTION

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

ATTACHMENT#4

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

A MOTION

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

ATTACHMENT #5

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

Henry Childs moved that the Monroe County Commission approve Personnel:

PERSONNEL:

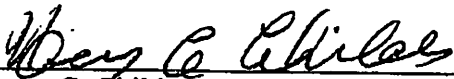
MUSEUM DEPARTMENT:

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

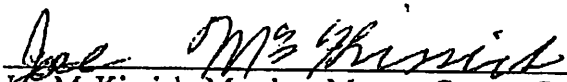
Corey Morrow seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

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

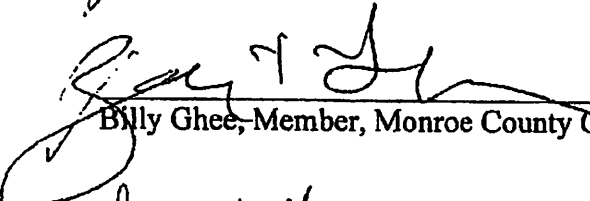
Greg Norris, President, Monroe County Commission



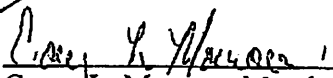
Henry C. Childs, Member, Monroe County Commission, Dist 1



Joe McKissick, Member, Monroe County Commission, Dist 2



Billy Ghee, Member, Monroe County Commission, Dist 3



Corey L. Morrow, Member, Monroe County Commission, Dist 4

ATTEST:

Chief Administrator

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson, City Clerk
ADMINISTRATOR/CLERK
TREASURER

Bill Gillespie
CHAIRMAN Mayor

RESOLUTION

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

WHEREAS, Montgomery County operates a youth detention facility; and

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

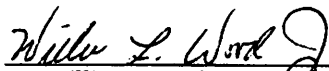
WHEREAS, Montgomery County will guarantee one (1) bed space for juvenile offenders for the City of Prattville, at the Montgomery County Youth Facility, at a cost not to exceed \$15,000.00 for the remainder of FY2016.

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

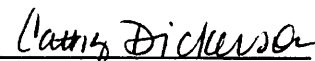
BE IT FURTHER RESOLVED that funds in the amount of \$15,000.00 are hereby authorized and approved to be paid to Montgomery County for the guarantee of one (1) bed space at the Montgomery County Youth Facility and said funds are approved and appropriated from FY2016 Budget Line Item Police Department/Misc.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

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

ADOPTED THIS 15TH DAY OF DECEMBER, 2015.


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

AUTHENTICATED THIS 15TH DAY OF DECEMBER, 2015.


By: Cathy Dickerson
City Clerk

APPROVED:


By: Bill Gillespie, Jr.
Mayor

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: February 9, 2016
Re: Personal Services Contract – Dr. Adodoyin Ogunbi

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

Thank you for your consideration in this matter.

PERSONAL SERVICES CONTRACT

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

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

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

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

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

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

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

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

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

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

October 2nd 2015
Date



Dr. Adedoyin Dosunmu-Ogunbi

Date

Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

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

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

THE DUTIES OF THE DOCTOR ARE:

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

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

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

To hold "sick-call" for detained youth.

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

To keep accurate medical records of youth as required.

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

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

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

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

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

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

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

October 2nd 2015
Date:

October 2, 2015
Date:


Dr. Adedoyin Ogundiji, MD


Brandi K. Alexander

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

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

THE DUTIES OF THE NURSE ARE:

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

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

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

To hold "sick-call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

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

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

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

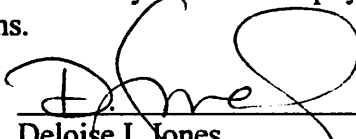
To submit medical records on detained youth for files.

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

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

October 5, 2015
Date

October 2nd 2015
Date



Deloise I. Jones


Dr. Adedoyin Ogunbi, MD

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

FEB 16 2016

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

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

DLM/tn

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

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

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

DLM/tn



Robinson and Associates Architecture, Inc.

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

AIA # 30146597
NCARB # 50419

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

January 25, 2016

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

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

Mr. Mims,

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

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

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



Schematic Design Phase

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

Preliminary Design Phase

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

Final Design Phase

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

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

Construction Contract Procurement Phase

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

Construction Administration Phase

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

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



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

Cost of Services

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

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

Extra Services

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

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

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

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

Sincerely,

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

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

2016 JAN 25 10 15

Robinson and Associates Architecture, Inc.

906 South Perry Street
Montgomery, AL 36104

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

TRANSMITTAL

To: Donald Mims

Date: January 25, 2016
Project: Montgomery County Sheriff
Maintenance Shop
VIA: Hand Deliver

X Attached ☐ Under Separate Cover

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

<u>Date</u>	<u>Copies</u>	<u>Description</u>
01-25-16	1	Architectural Fee Proposal

☐ Please return by _____

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

☐ Approved as submitted ☐ Approved as noted

☐ Not approved – revise and resubmit

Signed: Barry R.
Robinson and Associates Architecture, Inc.

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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AGENDA

FEB 16 2016

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *Fmc*

SUBJECT: Authorization of Condemnation Proceedings

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

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

IN THE PROBATE COURT OF
MONTGOMERY COUNTY, ALABAMA

MONTGOMERY COUNTY
STATE OF ALABAMA

THE MONTGOMERY COUNTY COMMISSION

PLAINTIFF,

V.

BONNIE CALDWELL, DALPHNEY CHARLES,
FRED CHARLES

DEFENDANTS.

)
)
)
)
) CASE NO. _____
)
)
)
)
)

COMPLAINT

COMES NOW The Montgomery County Commission ("Commission") and for this
Complaint for Condemnation states as follows:

PARTIES

PLAINTIFF

(1) The Plaintiff, Commission is constituted of five duly constitutionally elected Commissioners in Montgomery County, Alabama. Their duties are promulgated by Code of Alabama, as amended, 1975.

(2) The Plaintiff Commission is acting under its authority as prescribed by the Alabama Eminent Domain Code § 18-1A-1 through 18-1B-1, Code of Alabama, as amended 1975.

DEFENDANTS

(3) The Defendants Bonnie Caldwell ("Caldwell"), Dalphney Charles ("D. Charles"), and Fred Charles ("F. Charles") are owners of certain real property located in Montgomery County, Alabama and more specifically described as follows:

Bonnie Caldwell

Parcel Number: 11-06-14-011-002.000/1.00 Acres

Property Address: 1862 Terminal Road, Montgomery, AL 36113

Fred Charles

Parcel Number: 11-06-14-3-011-002.001/1.36 Acres

Property Address: 1862 Terminal Road, Montgomery, AL 36113

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

CONDEMNATION PETITION

FACTS

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

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

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

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

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

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

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

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

COUNT I

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

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

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

Respectfully submitted this ____ day of January, 2016.

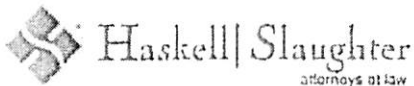
/s/Thomas T. Gallion, III
Thomas T. Gallion, III (GAL010)
Attorney for Plaintiff
Montgomery County Commission

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

To Be Served Via Certified Mail By Clerk:

Bonnie Caldwell
576 Gilmer Avenue
Tallasse, AL 36078

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



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

ttg@hsg-law.com

November 4, 2015

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

Re: Acquisition of Terminal Road Property

Parcel Number: 11-06-14-3-011-002.001/1.36 Acres/Owner's Asking Price
\$25,000

Property Address: 1862 Terminal Rd., Montgomery, AL 36113

Appraised Value: \$7,000

Dear Mr. Charles:

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

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

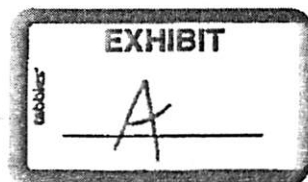
Sincerely,

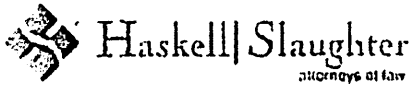
Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham
Donnie Mims
Florence Cauthen

www.hsg-law.com





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

ttg@hsg-law.com

November 4, 2015

Bonnie Caldwell
576 Gilmer Avenue
Tallahassee, AL 36078

Re: Acquisition of Terminal Road Property

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

Dear Mr. Caldwell:

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

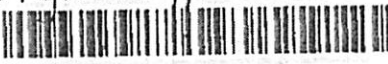
The MCC is not allowed by law to pay any more than the property's appraised value. I look forward to your response at your earliest convenience and hope that we can move quickly on a sale of the property. I appreciate your cooperation in this matter.

Sincerely,

Thomas T. Gallion, III

TTG/tp

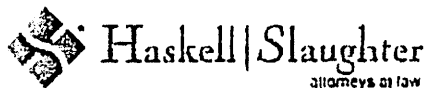
cc: Sheriff Derrick Cunningham
Donnie Mims
Florence Cauthen

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt



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

ttg@hsg-law.com

December 7, 2015

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

Re: Acquisition of Terminal Road Property

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

Dear Mr. Charles:

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

I appreciate your cooperation in this matter.

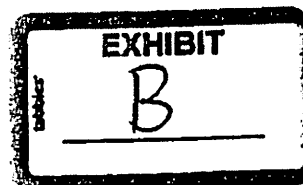
Sincerely,

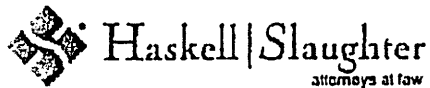
Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham
Donnie Mims
Florence Cauthen

www.hsg-law.com





Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

1 334 265.8573 | 1 334 264.7945

ttg@hsg-law.com

December 7, 2015

Bonnie Caldwell
576 Gilmer Avenue
Tallahassee, AL 36078

Re: Acquisition of Terminal Road Property

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

Dear Mr. Caldwell:

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

I appreciate your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Thomas T. Gallion' with a circled 'III' to the right.

Thomas T. Gallion, III

TTG/tp

cc: Sheriff Derrick Cunningham
Donnie Mims
Florence Cauthen

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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent ☐ Addressee X <i>[Signature]</i>	
1. Article Addressed to: Fred Charles 410 Ralphrey Charles 2656 Clement Curve Montgomery, AL 36111		B. Received by (Printed Name) C. Date of Delivery Shoronda Charles 12-8-15	
2. Article Number (Transfer from service label) 7015 1520 0000 6529 9064		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: Terminal Rd Property	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery			
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

December 12, 2015

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

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

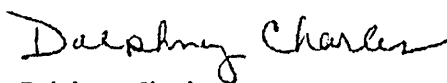
Dear Mr. Gallion:

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

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

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

Sincerely,


Dalphney Charles

DC/alc

cc: Donald L Mims



812



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA
FEB 16 2016

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 1/27/16

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

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

FEB 16 2016

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Award of Elevator Consulting Contract

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

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

The references for both vendors were favorable; however, Dieter's experience is significantly greater than VAA. Dieter has more than 22 years compared to 14 years for VAA. Dieter's local clients include RSA, ASU, Maxwell AFB, Goodwyn Mills and Cawood, City of Montgomery, and Montgomery County. Dieter's not-to-exceed cost for the services requested is \$36,750, compared to \$32,500 from VAA.

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



Office of Public Affairs

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

AGENDA

FEB 16 2016

January 25, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: County Employee Blood Drives-2016

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

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

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

Thank you.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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AGENDA

FEB 16 2016

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

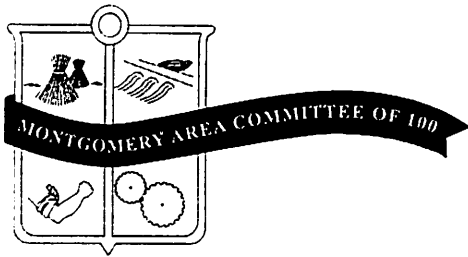
SUBJECT: Payment of 2015 Ex-Officio Membership Dues to Montgomery Area Committee of 100, Inc.

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

I am requesting approval of this item.

DLM/tn

Attachment



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

Invoice

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

Date	Invoice #
1/4/2016	1358

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

AGENDA

FEB 16 2016

February 16, 2016

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) and to sign the contracts:

- C-2016-38: RESTOR, Inc., to Provide Shelter and Meals for Homeless Veterans - \$300; (Dean-\$100, Harris-\$100, and Williams-\$100)
- C-2016-39: Optimist International, for Central Montgomery Optimist Club, for Community Services Programs - \$500; (Harris)

DLM/tll

AGENDA

FEB 16 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mes*

DATE: January 26, 2016

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

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

Coordination of award made with George Speake, County Engineer

Attachment

14.2

Notes:

14.3

Notes:

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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ESTABLISHED 1816

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www.mc-ala.org

AGENDA

FEB 16 2016

February 9, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

I am requesting approval of this final incentive payment.

DLM/tn

Attachment

Tammy Nix

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

Good Afternoon All,

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

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

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

Thank you so much for all that you do!

Jessica G. Horsley
Director, Retention
Montgomery Area Chamber of Commerce

STERIS Corporation

Montgomery, Alabama

Updated August 25, 2015

Incentives Based on -

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

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

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

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



January 28, 2016

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

To Elton Dean, Sr.:

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

Mac McBride

Director of Montgomery Operations

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

And
AMERICAN STERILIZER COMPANY

REQUEST FOR PAYMENT NO. 2

DATE: January 28, 2016

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

FROM RECIPIENT: STERIS Corp. + American Sterilizer Co.

RE: PROJECT ROUNDUP

PROJECT AGREEMENT DATED: July 12, 2012

FIRST AMENDMENT, DATED: May 9, 2014

SECOND AMENDMENT, DATED: August 25, 2015

AMOUNT REQUESTED: \$ 60,000.00

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

STERIS CORPORATION
AMERICAN STERILIZER COMPANY

By: Math T. McBrink
Its: Authorized Representative

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

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

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

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

Malcolm T. McBride
(Signature)

Malcolm T. McBride
(Print Name)

Title: Director of Operations

Date: 1/28/2016

VERIFICATION

State of Alabama)

County of Montgomery)

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

Sworn and subscribed before me this 28th day of January, 2016

AFFIX SEAL

Signature of Notary Public Jeanne M. Norsworthy

Printed Name Jeanne M. Norsworthy

My Commission Expires 29th day of April, 2019

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

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

PROJECT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

3. Commitments of the Governmental Entities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Recapture of Incentives.

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

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

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

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

(iv) Not later than December 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 or intentional misconduct of one or more of the Indemnified Parties), arising from the Company’s breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the applicable Governmental Entity, shall defend the same at the Company’s expense by counsel reasonably satisfactory to the applicable Governmental Entity. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the

expiration or earlier termination of this Agreement.

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

[signature pages follow]

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

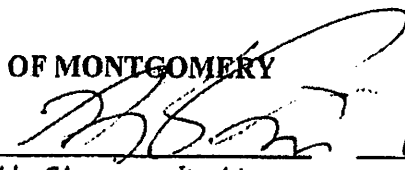
STATE OF ALABAMA

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

Signature Page for Project Roundup Project Agreement

CITY OF MONTGOMERY

By:


Todd Strange, Its Mayor

6/28/12
DATE

Signature Page for Project Roundup Project Agreement

MONTGOMERY COUNTY COMMISSION

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

Signature Page for Project Roundup Project Agreement

STERIS CORPORATION

By:

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

Signature Page for Project Roundup Project Agreement

AMERICAN STERILIZER COMPANY

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

Signature Page for Project Roundup Project Agreement

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

REQUEST FOR PAYMENT NO. _____

DATE: _____

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

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

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

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

STERIS CORPORATION
AMERICAN STERILIZER COMPANY

By: _____
Its: Authorized Representative

EXHIBIT B
AIDT LETTER

Void after 180 days

April 30, 2012

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

Dear Ms. Horsley:

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

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

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

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

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

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

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

Ms. Jessica Horsley
Page Two
April 30, 2012

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

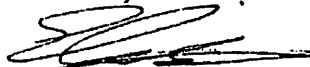
AIDT assumes all reasonable costs of program development, instructors, equipment, consumable supplies, and training aids.

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

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

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

Sincerely,



Ed Castile
Director

EC/KT/rh

ATTACHMENT

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

This value page is no longer valid after 180 days.

- | | | |
|-----|---|-----------|
| 1. | 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 |

Ms. Jessica Horsley
Page Four
April 30, 2012

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.

AMENDMENT TO PROJECT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

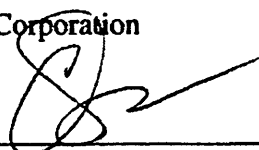
Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning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

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

STERIS Corporation

By:

Its



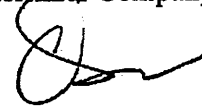
SR VP

4/29/14

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

American Sterilizer Company

By:



Its:

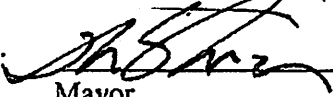
S & VP

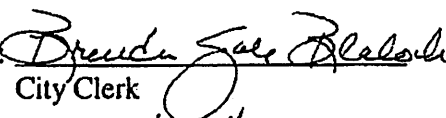
4/29/14

Signature Page
for

Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

CITY OF MONTGOMERY ("City")

By: 
Mayor

Attest: 
City Clerk
4.30.14

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

MONTGOMERY COUNTY, ALABAMA
("County")

By: Montgomery County Commission

By: Edton N. Hearn, Jr.
Chairman

Attest: Donnell Z Morris
5/6/14
County Administrator

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

STATE OF ALABAMA ("State")

By: Robert Bentley
Governor

*for
HHS*

Signature Page
for

Amendment to Steris Corporation/ American Sterilizer Company Project Agreement

SECOND AMENDMENT TO PROJECT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

SECOND AMENDMENT TO PROJECT AGREEMENT

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

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Sh-

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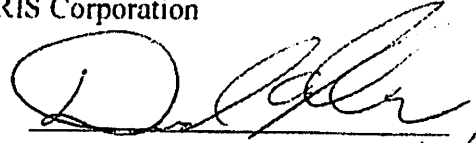
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Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms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

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

STERIS Corporation

By:



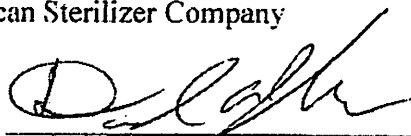
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SVP Sign / S. L. H.

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

American Sterilizer Company

By:



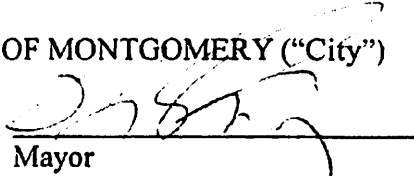
Its:

SVP Surgical Solutions

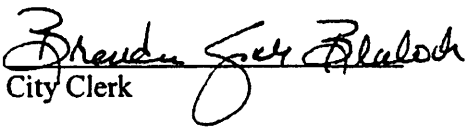
Signature Page
for
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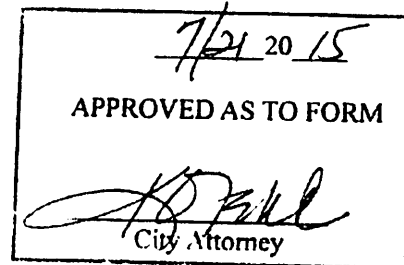
CITY OF MONTGOMERY ("City")

By:


Mayor

Attest:


City Clerk



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

MONTGOMERY COUNTY, ALABAMA
("County")

By: Montgomery County Commission

By: Elton M. Deane Jr
Chairman

Attest: Donald Z. Munn

County Administrator

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

STATE OF ALABAMA ("State")

By:

Robert Bentley

Governor

8/25/15

[Handwritten initials]

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

FEB 16 2016

January 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

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

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

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

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

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

PAYMENT APPLICATION

Page 1

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

FROM: HOLLEY-HENLEY BUILDERS, INC
PO DRAWER 210097
MONTGOMERY, AL 36121-0097

FOR: MONTGOMERY, AL 36101

PROJECT NAME AND LOCATION: JAIL
P.O. BOX 1667
MONTGOMERY, AL 36102
ARCHITECT: P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

APPLICATION # 3
PERIOD THRU: 01/20/2016
PROJECT #s: 09/09/2015
DATE OF CONTRACT: 01/20/2016
DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$349,471.00
2. SUM OF ALL CHANGE ORDERS	\$2,917.20
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$352,388.20
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$352,388.20
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$352,388.20
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$339,879.65
8. PAYMENT DUE	\$12,508.55
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$2,917.20	\$0.00
TOTALS	\$2,917.20	\$0.00
NET CHANGES	\$2,917.20	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HOLLEY-HENLEY BUILDERS, INC

By: CHAD HOLLEY Date: 01/20/2016

State of: ALABAMA

County of: MONTGOMERY

Subscribed and sworn to before

me this 20th day of January 2016

Notary Public: DEBORAH D. YOUNG

My Commission Expires: 06/26/16

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: P H & J Architects, Inc.

By: [Signature] Date: 01-21-2016

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

16-2



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):
1208GVM Montgomery Co. Jail
Dishwasher/Kitchen Renovations

CHANGE ORDER NUMBER: 001

DATE: January 19, 2016

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

TO CONTRACTOR (Name and address):
Holley-Henley Builders, Inc,
438-A Twain Curve
Montgomery, AL 36117

ARCHITECT'S PROJECT NUMBER: 1208GVM

CONTRACT DATE: September 9, 2015

CONTRACT FOR: General Construction

FIELD: ☐

OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD Allowance Justification.....\$2,917.20

The original Contract Sum was	\$	349,471.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	349,471.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,917.20
The new Contract Sum including this Change Order will be	\$	352,388.20

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.
ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick Addison, Vice President

(Typed name)

2016-1-19
DATE

Holley-Henley Builders, Inc.

CONTRACTOR (Firm name)

438-A Twain Curve
Montgomery, AL 36117

ADDRESS

BY (Signature)

Hoyt Henley Jr., Vice President

(Typed name)

1-20-16
DATE

Montgomery County Commission

OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

ADDRESS

BY (Signature)

Elton Dean, Sr. Chairman

(Typed name)

DATE

CHANGE ORDER NUMBER ONE SUMMARY SHEET

Miscellaneous Montgomery County Jail Kitchen Repairs for
Montgomery County Commission, Montgomery, Alabama

PH&J #1208-GVM

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	-	Owner's Allowance (Included in Project Base Bid Amount)	(\$20,000.00)	0
1		Relocate Exhaust Duct due to Exhaust Hood and Structure, so as not to Lower Existing Ceiling Heights in Dishwasher Room	\$3,251.05	
2		Miscellaneous Electrical Work to Correct Electrical Wiring Modifications to Kitchen that were under Sized for the Kitchen Equipemnt and Miscellaneous work to comply with Additional Health Department Code requirements	\$10,408.65	
3		Repair additional Tile Floor in Kitchen area for Health, Life and safety.	\$9,257.50	
TOTALS			\$2,917.20	0

RFP = Request for Proposal Number

FEB 16 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 27

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 2/11/2016
 DATE: 2/11/2016 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Blue Gray National Collegiate Tennis Classic	001-57201.441	0	8,000	8,000
In House Misc. Appropriations	001-59310.498	67,500	(8,000)	59,500
TOTAL		67,500	0	67,500

JUSTIFICATION:
 Appropriate funds for the 2016 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 28

DEPARTMENT:	County Comm Appropriation	REVIEWED:	S. Thomas	2/11/2016
DATE:	2/11/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Child Protect	001-56120.461	3,750	5,300	9,050
Donation Revenue	001-40000.47701	(287,000)	(5,300)	(292,300)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(283,250)	0	(283,250)

JUSTIFICATION:

Budget for an appropriation to Child Protect for demolition of building.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

FEB 16 2016

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 22, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

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

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

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

Your assistance is greatly appreciated.

DC/crv

encls.

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

19-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Lieutenant

Position Number 086

Proposed Effective Date March 1, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade PC4 \$44,078 - \$65,858

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

Derrick Cunningham
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Sergeant

Position Number TBD

Proposed Effective Date March 1, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade PC3 \$39,257 - \$58,655

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

Derrick Cunningham
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number TBD

Proposed Effective Date March 1, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade PC2 \$33,747 - \$50,423

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date January 22, 2016

Derrick Cunningham
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

February 3, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Position Fill Request
Corrections Officer Trainee

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

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

Please let me know if you have any questions.

DC/crv

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number TBD

Proposed Effective Date March 1, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade PCT Corrections Officer Trainee - \$30,096
PC1 Corrections Officer - \$31,344 - \$46,832

Derrick Cunningham Date January 22, 2016
Department Head msa

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

AGENDA

FEB 16 2016

Date: February 11, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: April 6, 2016 Return Date: April 7, 2016
Conference Leave (Days / Hours): 2 Day
Purpose of Travel: CGEI Finance and Revenue Class

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. Florence M. Cauthen 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$419.12 Advance Registration Required: \$350.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$350.00 / Mileage - \$69.12

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$419.12 and advance registration of \$350.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$12,496.96</u>	
Budget Available:	<u>\$10,003.04</u>	
Current Requests:	<u>\$419.12</u>	
Budget Balance:	<u>\$9,583.92</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Date: February 11, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Washington, D.C.
Departure Date: March 16, 2016 Return Date: March 18, 2016
Conference Leave (Days / Hours): 3 Day
Purpose of Travel: Montgomery Chamber of Commerce's Annual Washington Fly-In

Traveler (s) Name: 1. Daniel Harris 4. _____
2. Jiles Williams 5. _____
3. Ronda Walker 6. _____

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

Total (est.) Cost: \$4,491.00 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: Air Fare - \$1,800 / Hotel - \$1,866 / Meals - \$675 / Taxi - \$150

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$4,491.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$12,916.08</u>	
Budget Available:	<u>\$9,583.92</u>	
Current Requests:	<u>\$4,491.00</u>	
Budget Balance:	<u>\$5,092.92</u>	

Donald L. Mims, Administrator

Reviewed by: M. Knighten

Date: 2/11/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

FEB 16 2016

Date: February 10, 2016

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: April 11, 2016

Return Date: April 15, 2016

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Property Tax Administration & Laws

Traveler (s) Name: 1. Chelsye D. Sewell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$827.40 Advance Registration Required: \$275.00

Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: Total est. cost includes registration fees.

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$827.40 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,400.00</u>	
Approved Requests:	<u>\$2,724.80</u>	
Budget Available:	<u>\$1,675.20</u>	
Current Requests:	<u>\$827.40</u>	
Budget Balance:	<u>\$847.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: February 10, 2016
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 13, 2016 Return Date: April 15, 2016
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Basic Mapping

Traveler (s) Name: 1. Diane Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: _____

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,400.00</u>	
Approved Requests:	<u>\$2,724.80</u>	
Budget Available:	<u>\$1,675.20</u>	
Current Requests:	<u>\$1,102.40</u>	
Budget Balance:	<u>\$572.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

AGENDA

FEB 16 2016

Date: January 29, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Andalusia, Alabama

Departure Date: February 19, 2016

Return Date: February 19, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: attend Transportation of Prisoners: Safety and Security training seminar

Traveler (s) Name: 1. Troy Arnold

4. _____

2. Jeremy Ledyard

5. _____

3. _____

6. _____

Check Mode of Transportation: County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$50.00

Advance Registration Required: \$0.00

Department Name: Sheriff's Office

Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$9,637.00

Budget Available: \$15,363.00

Current Requests: \$50.00

Budget Balance: \$15,313.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

FEB 16 2016

Date: February 1, 2014

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Ala.

Departure Date: February 19, 2016

Return Date: February 19, 2016

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend one day conference- Talking about Race, Drugs and Adolescent Development

Traveler (s) Name: 1. Patricia Strickland 4. Alex Thomas
2. Jeannie Tapley 5. Keno Bowman
3. Shannon Silva 6. Jamie Burnett

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

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

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Free approved training at the Birmingham Family Court

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52603.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$1,500.00

Budget Available: \$13,500.00

Current Requests: \$0.00

Budget Balance: \$13,500.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

FEB 16 2016

Date: February 11, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: February 25, 2016 Return Date: February 27, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend PRIMA Board Meeting

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by PRIMA****

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,023.96</u>	
Budget Available:	<u>\$12,976.04</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$12,976.04</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Date: February 1, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Island House Hotel, Orange Beach, AL

Departure Date: March 9, 2016

Return Date: March 12, 2016

Conference Leave (Days / Hours): 3 days/30hrs.

Purpose of Travel: Attend Alabama Vector Management Society Annual Meeting

Traveler (s) Name: 1. Danise D. Nettles 4. _____
2. William C. Zeigler 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$190.00

Department Name: Engineering Department Fund Name: 001-55600.265

Additional Comments: Includes registration, membership dues, lodging, mileage and meals

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$190.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$840.00</u>	
Budget Available:	<u>\$6,160.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$4,960.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: January 29, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Madison, AL
Departure Date: April 4, 2016 Return Date: April 8, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: AL IX: Personal Property Appraisal Manual (30 hours)

Traveler (s) Name: 1. Antreece Stringer 4. _____
2. Marsha Keller 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,495.48 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$550.00 Mileage: \$195.48 Food: \$750.00 Lodging: \$1000

TOTAL EST. COST: \$ 2495.48

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,495.48 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$3,134.71</u>	
Budget Available:	<u>\$26,865.29</u>	
Current Requests:	<u>\$2,495.48</u>	
Budget Balance:	<u>\$24,369.81</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: January 29, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 2, 2016 Return Date: May 6, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Personal Property Audits (30 hours)

Traveler (s) Name: 1. Antreece Stringer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$275.00

TOTAL EST. COST: \$ 275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$3,134.71</u>	
Budget Available:	<u>\$26,865.29</u>	
Current Requests:	<u>\$2,770.48</u>	
Budget Balance:	<u>\$24,094.81</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

FEB 16 2016

Date: February 5, 2016

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL

Departure Date: March 1, 2016

Return Date: March 4, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: 2016 AAAO MidWinter Pre-Conference Classes and Conference

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$768.00 Advance Registration Required: \$135.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION: \$135.00 HOTEL: \$408.00 MEAL: \$225.00

MILEAGE: \$0 (Auburn CGS is paying for her mileage)

TOTAL EST. COST: \$ 768.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$768.00 and advance registration of \$135.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$3,134.71</u>	
Budget Available:	<u>\$26,865.29</u>	
Current Requests:	<u>\$3,538.48</u>	
Budget Balance:	<u>\$23,326.81</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: February 4, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

AGENDA

FEB 16 2016

Request approval to be granted for the following:

Destination: 7651 Eastchase Pkwy Montgomery AL 36117

Departure Date: March 9, 2016

Return Date: March 9, 2016

Conference Leave (Days / Hours): One day

Purpose of Travel: To attend Managing Multiple Priorities and Projects Seminar

Traveler (s) Name: 1. Jonathan Benton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$149.25

Advance Registration Required: \$149.25

Department Name: Community Corrections

Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$149.25 and advance registration of \$149.25 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,425.00</u>	
Approved Requests:	<u>\$2,451.73</u>	
Budget Available:	<u>\$9,973.27</u>	
Current Requests:	<u>\$149.25</u>	
Budget Balance:	<u>\$9,824.02</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

FEB 16 2016

Date: February 10, 2016
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: March 10, 2016 Return Date: March 11 2016
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Probate Judge's Training Conference

Traveler (s) Name: 1. Judge Steven L Reed 4. _____
2. William Flowers III (alternate) 5. _____
3. Malcolm Richard (alternate) 6. _____

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

Total (est.) Cost: \$812.28 Advance Registration Required: \$250.00

Department Name: Probate Fund Name: 783-51350.265

Additional Comments: In the event Judge Steven Reed is unable to attend, William Flowers III or
Malcolm Richard will attend in Judge Reed's place.

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

The above request is app. 2/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$812.28 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>783-51350-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$812.28</u>	
Budget Balance:	<u>\$2,187.72</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2016

cc: Finance Director / Buyer