

STATE OF ALABAMA)

JEFFERSON COUNTY) November 2, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse, Birmingham, Alabama at 9:12 A.M., James A. Stephens, President presiding and the following members present:

District 1 – George Bowman

District 3 – James (Jimmie) A. Stephens

District 4 – T. Joe Knight

District 5 – David Carrington

Commissioner Sandra Little Brown was absent due to attendance at the ACCA Professional Development.

Invocation was led by Danny Wood of Shades Mountain Baptist Church, and the Pledge of Allegiance led by Commissioner Joe Knight.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight, that the Minutes of October 19, 2017, be adopted as presented and approved. Voting “Aye” George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, October 31, 2017, and moved to approve the following Committee items to be placed on the November 2, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1 – 3, 2 addendum items and 1 added item.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee item 1 – 7.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1 – 8, and 2 addendum items.

Commissioner Joe Knight, Judicial Administration, Emergency Management, Developmental Services Committee had items 1 – 2 (added).

Commissioner David Carrington, Business Development, Finance and Information Technology Committee had items 1 – 5, 1 addendum item and requested to add the Exceptions Reports to the Agenda.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that Commission Agenda Resolutions 1 through 24 be adopted as presented and approved. Voting “Aye” George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

A Public Hearing was held to hear comments regarding a Vacation of Sanitary Sewer Easement at Davis School Redevelopment Birmingham Block 439 a/k/a Lakeview Green Sewer Reference #1-42008-VAC 18-2. There being none the Public Hearing was closed and the following action taken:

NOV-2-2017-767

November 2, 2017

WHEREAS, 1904 on 4th L.L.C., is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama. To wit:

A 20 foot wide Sanitary Sewer easement lying in the SE ¼ of the NW ¼ of Section 31, Township 17 South, Range 2 West, Jefferson County, Alabama and being a part of Birmingham Block 439, Elyton Land Company's Survey of the City of Birmingham, being an Unrecorded Survey.

Said Sanitary Sewer Easement being more particularly described as follows:

The sanitary sewer rights to the 20 foot wide alley vacated by the City of Birmingham as recorded in Deed 5429 page 584 in the Probate Office of Jefferson County, Alabama, and lying southeasterly of and abutting the southeasterly lot lines of Lots 1, 4 through 7 and 10 of said Block 439.

Less and except any portion lying within 10 feet of any active and currently maintained Jefferson County sanitary sewer.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said 1904 on 4th L.L.C. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 2nd day of November 2017, in Minute Book 171, Page(s), of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 2nd Day of November, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

Motion was made by Commissioner David Carrington, and seconded by Commissioner Joe Knight, that the above Vacation of Sanitary Sewer Easement be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Cooper Green
E. Ann Heard- Nesbitt 109.56
Tanya Shelton 159.70
16th Annual Diabetes, Cardiovascular,
Obesity Conference
Montgomery, AL – November 17, 2017

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization Eric Wolfe IAAO 201 Appraisal of Land Hoover, AL - March 20-24, 2017	610.00
Penny Nunnelley Alabama Appraisal Manual Montgomery, AL – June 17-22, 2018	1,102.55
Community Development Vickie George CGAT Tuscaloosa, AL – November 2, 2017	189.80
Development Services Roger Lemley Fire & Life Safety Seminar Atlanta, GA – November 5-9, 2017	1,187.12
Tax Assessor Birmingham Sheila Nixon Appraisal of Land Hoover, Alabama – March 20-24, 2017	610.00
Steve Jones Advance Mapping Courses Montgomery, AL – November 13-17, 2017	1,124.21
Treasurer Anita Cofield CGAT Tuscaloosa, AL – November 2, 2017	209.92

FOR INFORMATION ONLY

Sheriff Carl Benefield Mark Bassett Dylan Misso Ryan Mukerson Human Factor in Traffic Crashes Pelham, AL - November 13-17, 2017	600.00 600.00 600.00 600.00
Aubrey Finley Kyomi Coleman Wilson Chante Crosby	1,138.49 1,138.49 1,138.49

Officer Involved Shooting & Critical Incident
Nashville, TN – December 6-9, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Staff Development be approved. Voting “Aye” George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Unusual Demand Report
11/02/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	BARTON LABORATORY	100193	JEFFERSON CO TREASURER	INSTRUMENT INSTALLATION - FOR ICP - FOR BARTON LAB	25.19	220504	2660
2	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	BATTERY, PAINT, 15 PC TIN SW KIT, GATE PARTS-AL SE	202.28	221260	2782
3	CG ADMINISTRATION	136547	ARMIKA BERKLEY	Moving and transitional housing expenses -Dir of C	9503.34	221715	2859
4	COMMUNITY DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH: COOPER GREEN PARKING FEES; F.SMITH	12.00	221846	2882
5	CORONER	100193	JEFFERSON CO TREASURER	Morgue floor scrubber pads	72.00	220511	2664
6	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	ALA STATE BAR DUES 2018	1750.00	215927	2516
7	COUNTY ATTORNEY	102812	ALACOMP-ALABAMA CENTER FOR	INVOICE NO. 111105	45.50	216006	2516
8	COUNTY ATTORNEY	130580	ADVANCE ALABAMA MEDIA LLC	INVOICE NO. 0008354249	579.60	215996	2516
9	COUNTY ATTORNEY	135975	BESSEMER BAR ASSOCIATION, INC.	BESSEMER BAR DUES 2018	750.00	215355	2516
10	COUNTY MANAGER	100794	INTERNATIONAL CITY/COUNTY MGT ASSOC	MEMBERSHIP RENEWAL - TONY PETELOS	1400.00	222074	2931
11	COUNTY MANAGER	132663	ALABAMA CITY/COUNTY	SPONSORSHIP FOR WINTER/SUMMER CONFERENCE	3750.00	222047	2920
12	COUNTY MANAGER	132759	USI INSURANCE SERVICES LLC	PUBLIC OFFICIALS BOND - TONY PETELOS	175.00	222038	2910
13	COUNTY MANAGER	132908	ASSOCIATION OF COUNTY	ACAA DUES - PETELOS, JACKSON, HENRY, SMITH	375.00	222041	2914
14	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty cash for waders	54.99	222255	2986
15	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty cash to purchase spare key for A165403	36.99	222265	2994
16	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	TRVL REIMB:PAULA LEETH-POTTER NAWDP 5/3-5/7/15	106.64	221825	2873
17	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH:WIOA CAPTE BOARD ORIENTATION SUPPLIES;	83.87	221849	2882
18	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH:WIOA COLLABORATIVE MTG;10/11/17	62.17	221847	2882
19	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH: WIOA CAPTE BOARD MTG REFRESH;9.22.17	12.47	221848	2882
20	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA UNIFORM, SUPPLIES, FOOD, OIL CHANGES	643.85	220485	2636
21	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	STATE LICENSE RENEWAL FOR MATT ALPAUGH	100.00	222117	2938
22	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	CASE FOR COUNTY ISSUED PHONE - JAC	49.99	220612	2691
23	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	LAMINATED PADLOCK	5.48	222438	3023
24	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	REFRIGERATOR; PIPE FITTING; WATER; COMPUTER MOUSE	716.97	221808	2869

25	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	LOCK CHANGE; CERTIFICATION RENEWAL; KEY STEM;	488.72	220401	2578
26	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	OFFICE SUPPLIES; BOXES; AIR WEATHER STATION;	268.90	220438	2592
27	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	NUTS; HEX; BOTTLE JACK; SILICONE;	94.87	220441	2596
28	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TAIL WHEEL FRAME ASSEMBLY & WHEEL FORK	460.39	220494	2644
29	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TIRE & RIM FOR DUMP TRAILER FOR GSOC	155.00	220493	2644
30	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WEEDEATER STRING FOR GSOC GROUNDS	104.97	221165	2761
31	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MESH WIRE FOR FLAT LOT BHAM	20.00	221401	2800
32	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SCREWS AND SPRAY PAINT FOR FLAT LOT BHM	7.79	221399	2800
33	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	BSHRM DIVERSITY10/9BURROUGHS,WEBSTER,SULLEN,CARTER	130.00	221668	2844
34	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	VALERIE PETTAWAY/MILEASE REIMBURSEMENT9/5-9/13/17	88.82	216023	2550
35	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT/TINA GRAVES/SEPT 1-14,2017	44.55	220501	2655
36	HUMAN RESOURCES ADMIN	136316	BREA BECK	ASSESSOR PER DIEM FROM AUGUST 6-10, 2017	125.00	215997	2541
37	HUMAN RESOURCES ADMIN	136513	MICHELLE RODRIGUES	REIMBURSE MICHELLE RODRIGUES FOR JOB POSTING 8/22	195.00	220525	2672
38	HUMAN RESOURCES ADMIN	136547	ARMIKA BERKLEY	ASSESSOR AUTO EXPENSES 8/15/2017 ARMIKA BERKLEY	247.17	222032	2906
39	HUMAN RESOURCES ADMIN	136559	RONALD NICHOLSON	ASSESSOR EXPENSES/PER DIEM AUGUST 28 - SEPTEMBER 1	230.55	221525	2823
40	HUMAN RESOURCES ADMIN	136560	ARUCH POONSAPAYA	ASSESSOR PER DIEM 8/28/2017 - 9/1/2017	125.00	221526	2824
41	LEEDS WWTP	100193	JEFFERSON CO TREASURER	UPS battery backup	116.00	220614	2694
42	LEEDS WWTP	100193	JEFFERSON CO TREASURER	pressure gauges for influent pumps	73.36	221707	2857
43	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. C Holiness for food purchases for Board mtg	25.48	221373	2796
44	PERSONNEL BOARD ADMIN	135785	PRISCILLA MINENGER	2017 Aug Assessor P Minenger 8/6-10/17	142.12	222080	2933
45	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb. B Bellenger for video purchase 10/13/17	75.96	221840	2879
46	PERSONNEL BOARD TESTING	135783	MONICA MAJORS	2017 Aug Assessor M Majors 8/6-10/17	557.28	222079	2933
47	PERSONNEL BOARD TESTING	136305	CONSTANTINE TSAROUHIS	2017 Aug Assessor C Tsarouhis 8/6-10/17	125.00	222082	2933
48	PERSONNEL BOARD TESTING	136307	SONDISA OBIE	2017 Aug Assessor S Obie 8/6-10/17	125.00	222081	2933
49	PERSONNEL BOARD TESTING	136308	TING FUNG LUK	2017 Aug Assessor Ting Fung Luk 8/6-10/17	277.00	222078	2933
50	PERSONNEL BOARD TESTING	136310	CELESTE KEMMERLY	2017 Aug Assessment C Kemmerly 8/6-10/17	536.95	221563	2830
51	PERSONNEL BOARD TESTING	136311	KENNON KASISCHKE	2017 Aug Assessor K Kasischke 8/6-10/17	125.00	222077	2933
52	PERSONNEL BOARD TESTING	136312	SCOTT FISHER	2017 Aug Assessor S Fisher 8/6-10/17	261.96	222076	2933
53	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BATTERY;RIVOT;RECORDER;WASHERS;HOSE FITTING;V-BELT	456.71	222043	2916
54	PUMP STATIONS	100193	JEFFERSON CO TREASURER	NUTS & BOLTS;HEAT/COOL TSTAT;	382.59	222142	2954

55	PUMP STATIONS	100193	JEFFERSON CO TREASURER	POLYETHYLNE;RAIN SHINE;V-BELTS;	281.27	220592	2684
56	PUMP STATIONS	100193	JEFFERSON CO TREASURER	RADIO ADAPTER ASSEMBLY + FREIGHT	260.00	220594	2686
57	PUMP STATIONS	100193	JEFFERSON CO TREASURER	GAS CONNECTOR;VENTS;TUBING;ADAPTERS;COUPLINGS;	128.54	221234	2773
58	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE AUDITORS BATCH #2461	331.73	214392	2461
59	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE FOR TITLES REMIT TO STATE B#2548	71.98	216018	2548
60	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. ADD'L TRVL EXP. AUDITORS PRICE & WOODIS	69.62	214386	2458
61	ROAD CONSTRUCTION	133573	GALLOWAY, SCOTT, MOSS & HANCOCK, LLC	ATTORNEY FEES FOR MORGAN ROAD WIDENING PROJECT	6050.00	220677	2712
62	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CDL FEE(SAM T),OFFICE/CLEANING SUPPLIES,GAUGE REPA	272.16	221021	2733
63	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	SCREEN REPAIR, TOOLS,. SUPPLIES, MARKING PAINT	470.28	220623	2705
64	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	RENTAL EQUIPMENT (10-16-17) - D. REYNOLDS	300.00	222260	2990
65	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	RENTAL EQUIPMENT (10-17-17) - D. REYNOLDS	300.00	222262	2993
66	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	MAILBOX REPLACEMENT - R. WIGGINS	48.94	222136	2950
67	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	KOBALT EZ POST HOLE DIGGER - D. REYNOLDS	44.98	222135	2949
68	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CLASS B LICENSE - M. WILSON	20.00	222130	2944
69	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TORCH/PROPANE CYLINDER - W. CAMPBELL	19.21	222132	2946
70	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	QUICK DISCONNECT MIR (VEHICLE PART) - A. RYAN	10.99	222133	2947
71	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	KEYS - A. RYAN	5.96	222129	2943
72	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CARD STOCK - M. WHITEN	5.48	222131	2945
73	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	VINYL SPACKLING (REPAIRS) - H. SADLER	5.48	222134	2948
74	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL, TOOLS, SUPV TRAINING SNACKS	129.95	220584	2682
75	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	SHOP SUPPLIES / MAILBOX REPAIRS - J. ACTON	71.34	222036	2908
76	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	SECURITY GUARD EQUIP. (PHONE CHARGER) - J. ACTON	32.99	222037	2909
77	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CLASS A RENEWAL (C.THOMPSON)	30.00	222040	2913
78	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	SAFETY SUPPLIES - J. ACTON	17.98	222039	2911
79	ROADS AND TRANS RIGHT OF WAY	100193	JEFFERSON CO TREASURER	RUBBER STAMPS AND USB DRIVE	134.79	221578	2835
80	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH: SR SERVICES SR. EXPO SUPPLIES; 9.21.17	91.93	221843	2882
81	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH: SENIOR EXPO SUPPLIES; 9/21/17	27.00	221845	2882
82	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH: SR SVCS SENIOR EXPO REFRESHMENTS; 9/21	26.00	221844	2882
83	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	FUSE, PAPER,BATTERY	132.06	214465	2483
84	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	5-GAL. COOLER	24.98	220616	2698
85	SEWER SURVEY	100193	JEFFERSON CO TREASURER	3 DAY SURVEYOR SEMINAR-DANIEL ROBINSON-10/10- 10/12	350.00	222138	2951
86	SEWER SURVEY	100193	JEFFERSON CO TREASURER	3 DAY SURVEYOR SEMINAR-REFLIE LUCAS-10/10-10/12	350.00	222140	2952

87	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	PAINT & ROLLERS	70.69	221432	2813
88	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	GREASE LIGHTING & BRUSHES NEEDED FOR JAIL	47.95	221429	2813
89	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	HAIR DRYERS	31.88	215957	2523
90	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	OVEN CLEANER, PVC PIPE, KEY RINGS	28.12	221435	2813
91	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	PANTIES FOR WOMENS FLOOR	12.98	215958	2523
92	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	ALUMINUM PLATE,SHEET,BAR THREADED ROD	149.11	221055	2741
93	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LUMBER, SCREWS, PVC CUPLING, PLYWOOD	140.71	220603	2689
94	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	SPRING PIN, GAS CANS, FUNNELS, SQUARE TUBING,	114.42	220606	2689
95	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	INSECT KILLER, MEASURING CUP, PAINT SUPPLIES	92.96	220602	2689
96	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	ANT KILLER, PITCHER, RED PAINT FOR CURB	86.81	220605	2689
97	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	HARNESS,SHOP TOWELS,TUNE UP,BULBS,TRAILER CONN, PI	86.32	220608	2689
98	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TORSION MOU,SPRING,TRIGGER ,FABULOSO,RUBBER STAMP	46.52	220604	2689
99	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDING FEES	32.00	215967	2525
100	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIM DERAMUS B 8-23/8-31	5.00	221056	2741
101	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	UNIV. DW FILL HOSE, FAUCET DROPIN SYSTEM	69.94	220617	2699
102	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for letter trays, push pins, and tape	72.13	222144	2956
103	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Petty cash for voltage monitor turkey aeration	68.50	221084	2750
104	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for battery for Mule at Turkey	36.99	215949	2522
105	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for batteries AA for Turkey and Warrior	22.49	215954	2522
106	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash bolts for warrior ab	9.00	215944	2522
107	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Petty cash for key made for office at Turkey	5.00	215951	2522
108	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req CGarner batteries HVAC sample jugs grinders	562.23	221060	2744
109	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM Garde 4 Certification Renewal	70.00	221606	2840
110	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	PC BOARD;PADFOLIO;DRILL & BOLTS;	457.07	222050	2923
111	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	FUEL REIMBRSE;LAMP;PLUMBING;ELEC.LICNSE;DEPT LABOR	443.70	220589	2683
112	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	URINAL;MEMBERSHIP;WITTICHEN INVOICES-FLARES;	430.54	222046	2919
113	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	ANGLES;ALUM PLATE;ALUM SHEETS;PLMB ITEMS;	421.74	222048	2922

114	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	FOLDING TABLE;LEDGER;UPS MAILING;CDLAMPS;	403.54	215964	2507
115	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	KEYS;OFFICE SUPPLIES FOR ELECTRICAL SHOP;	369.55	221258	2781
116	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Food/Stamps for Residents	118.25	220513	2665
117	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Janitorial/Food Supplies	77.98	221801	2867
Grand Total					\$41,280.23		

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Unusual Demand Reports be approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-768
PURCHASING DIVISION AGENDA REPORT
For Week of 10/06/17 – 10/12/17
Committee Meeting OCTOBER 31, 2017
For Commission Approval
NOVEMBER 2, 2017
Corrected Copy

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED OCTOBER 13, 2017

1. RECOMMENDED FOR BARTON LABORATORIES FROM FISHER SCIENTIFIC, LLC, ATLANTA, GA., OPEN PURCHASE ORDER FOR TECHNICAL LAB SUPPLIES FOR THE PERIOD 10/01/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

PURCHASE ORDER #N/A \$55,000.00
STATE OF ALABAMA CONTRACT NUMBER: MA 999 T2334013175

2. RECOMMENDED FOR PROBATE COURT FROM ELECTION SYSTEMS SOFTWARE, BIRMINGHAM, AL., OPEN PURCHASE ORDER FOR ELECTION BALLOTS SUPPLIES FOR THE SPECIAL PRIMARY RUNOFF FOR THE PERIOD 09/28/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

PURCHASE ORDER #1800354 \$114,591.25
REFERENCE BID #N/A
REFERENCE MUNIS BID #N/A

END OF PURCHASING AGENDA

PURCHASING DIVISION AGENDA REPORT
For Week of 10/13/17 – 10/19/17
Committee Meeting OCTOBER 31, 2017
For Commission Approval
NOVEMBER 2, 2017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED OCTOBER 20, 2017

1. RECOMMENDED FOR FLEET MANAGEMENT FROM AMERICAN REFUELER, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

2. RECOMMENDED FOR FLEET MANAGEMENT FROM AUTO ELECTRIC CARBURETOR D/D/A SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

3. RECOMMENDED FOR FLEET MANAGEMENT FROM AUTOMOTIVE FRICTION MATERIALS, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

4. RECOMMENDED FOR FLEET MANAGEMENT FROM, BIG MOE SPRING & ALIGNMENT, FAIRFIELD, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

5. RECOMMENDED FOR FLEET MANAGEMENT FROM, BIRMINGHAM RUBBER AND GASKET, BIRMINGHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

6. RECOMMENDED FOR FLEET MANAGEMENT FROM, CAHABA TRACTOR COMPANY, PELHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

7. RECOMMENDED FOR FLEET MANAGEMENT FROM, HUNTSVILLE TRACTOR, HUNTSVILLE, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

8. RECOMMENDED FOR FLEET MANAGEMENT FROM, KURTS TRUCK & PARTS CO., BIRMINGHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

9. RECOMMENDED FOR FLEET MANAGEMENT FROM, LOADER SERVICE AND EQUIPMENT, PELHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

10. RECOMMENDED FOR FLEET MANAGEMENT FROM, MONTAGE ENTERPRISES, BLAIRSTOWN, NJ TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

11. RECOMMENDED FOR FLEET MANAGEMENT FROM, NEXTRAN, FULTONDALE, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

12. RECOMMENDED FOR FLEET MANAGEMENT FROM, NOVA-TEC INDUSTRIAL SUPPLIES, BIRMINGHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

MUNIS BID #N/A

REFERENCE

13. RECOMMENDED FOR FLEET MANAGEMENT FROM, SANSOM EQUIPMENT CO., INC., BIRMINGHAM, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

14. RECOMMENDED FOR FLEET MANAGEMENT FROM, SOUTHERN HYDRAULICS, BESSEMER, AL TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #91-17

REFERENCE MUNIS BID #N/A

15. RECOMMENDED FOR FLEET MANAGEMENT FROM ADVANCED MOWER INC., BESSEMER, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17

REFERENCE MUNIS BID #N/A

16. RECOMMENDED FOR FLEET MANAGEMENT FROM ALABAMA JACK, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17

REFERENCE MUNIS BID #N/A

17. RECOMMENDED FOR FLEET MANAGEMENT FROM BENCHMARK CDJR, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17

REFERENCE MUNIS BID #N/A

18. RECOMMENDED FOR FLEET MANAGEMENT FROM OX BODIES, INC, FAYETTE, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17

REFERENCE MUNIS BID #N/A

19. RECOMMENDED FOR FLEET MANAGEMENT FROM BIRMINGHAM FREIGHTLINER LLC, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

20. RECOMMENDED FOR FLEET MANAGEMENT FROM BRIDGESTONE HORSEPOWER, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

21. RECOMMENDED FOR FLEET MANAGEMENT FROM COWIN EQUIPMENT CO., BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

22. RECOMMENDED FOR FLEET MANAGEMENT FROM CUMMIN SALES & SERVICE, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

23. RECOMMENDED FOR FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, GARDENDALE, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

24. RECOMMENDED FOR FLEET MANAGEMENT FROM EDWARDS CHEVROLET, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

25. RECOMMENDED FOR FLEET MANAGEMENT FROM FLEETRIDE TRUCK AND TRAILER, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

26. RECOMMENDED FOR FLEET MANAGEMENT FROM GCR TIRES & SERVICE, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

27. RECOMMENDED FOR FLEET MANAGEMENT FROM GOFF'S RADIATOR & ELECTRIC, TARRANT, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

28. RECOMMENDED FOR FLEET MANAGEMENT FROM HMTC HOLDINGS, ALBERTVILLE, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

29. RECOMMENDED FOR FLEET MANAGEMENT FROM INGRAM EQUIPMENT CO, PELHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

30. RECOMMENDED FOR FLEET MANAGEMENT FROM IRON CITY FORD, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

31. RECOMMENDED FOR FLEET MANAGEMENT FROM LEICHTY DOGE, BESSEMER, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

32. RECOMMENDED FOR FLEET MANAGEMENT FROM NORSTAR INDUSTRIES, AUBURN, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

33. RECOMMENDED FOR FLEET MANAGEMENT FROM PRECISION PLATING INC., BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

34. RECOMMENDED FOR FLEET MANAGEMENT FROM PREMIERE CHEVROLET, BESSEMER, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

35. RECOMMENDED FOR FLEET MANAGEMENT FROM STS OPERATING INC. DBA SUNSOURCE, HOMEWOOD, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

36. RECOMMENDED FOR FLEET MANAGEMENT FROM TEREX UTILITIES, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

37. RECOMMENDED FOR FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

38. RECOMMENDED FOR FLEET MANAGEMENT FROM TOWN & COUNTRY FORD, BESSEMER, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

39. RECOMMENDED FOR FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT COMPANY, BRIMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

40. RECOMMENDED FOR FLEET MANAGEMENT FROM TRIGREEN EQUIPMENT COMPANY, FULTONDALE, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

41. RECOMMENDED FOR FLEET MANAGEMENT FROM TRUCKWORK, BIRIMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

42. RECOMMENDED FOR FLEET MANAGEMENT FROM W.W. WILLIAMS LLC, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

43. RECOMMENDED FOR FLEET MANAGEMENT FROM WARREN TRUCK & TRAILER INC., BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FLEET REPAIR PARTS FOR THE PERIOD OF 11/02/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS BY THE USER DEPARTMENT.

REFERENCE BID #135-17
REFERENCE MUNIS BID #N/A

44. RECOMMENDED FOR YOUTH DETENTION and PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM MAYFIELD DAIRY FARMS, BIRMINGHAM, AL, TO RENEW BID FOR REDUCED FAT ICE CREAM & FROZEN NOVELTIES FOR THE PERIOD 12/08/2017 – 12/07/2018. TO BE PURCHASED ON AN AS NEEDED BASIS (1ST RENEWAL)

REFERENCE BID #1-17
REFERENCE MUNIS BID #N/A

45. RECOMMENDED FOR SHERIFF'S OFFICE – AND – PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM ADORAMA, INC., NEW YORK, NY, TO RENEW BID FOR CAMERAS, DIGITAL AND MEMORY CARDS FOR THE PERIOD 02/09/2018 – 02/08/2019. TO BE PURCHASED ON AN AS NEEDED BASIS (1ST RENEWAL)

REFERENCE BID #30-17
REFERENCE MUNIS BID #17021

46. RECOMMENDED FOR CORONER/MEDICAL EXAMINER – AND – PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM SALAM INTERNATIONAL, LAGUNA NIGUEL, CA, TO RENEW BID FOR CADAVER TRANSPORT BAGS FOR THE PERIOD 10/01/2017 – 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS (FINAL RENEWAL)

REFERENCE BID #134-15
REFERENCE MUNIS BID #N/A

END OF PURCHASING AGENDA

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Purchasing Reports/Amendments be approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/06/17 – 10/12/17, and 10/13/17 – 10/19/17, BE HEREBY APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Encumbrance Report(s) be approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-770
RESOLUTION

WHEREAS, The first Crime Stoppers Program began in Albuquerque, New Mexico in 1976 after the police exhausted all leads in solving a murder case and turned to the local media and the community to help solve; and

WHEREAS, Today, Crime Stoppers programs worldwide have solved over a million crimes, recovered over 6 billion dollars worth of stolen property and narcotics, and enjoys an average conviction rate of 95% in cases solved by Crime Stoppers tips; and

WHEREAS, There are over 1000 Crime Stoppers programs in the United States, Canada, United Kingdom, Australia, South Africa, Bahamas, British West Indies, and other nations; and

WHEREAS, Crime Stoppers of Metro Alabama was founded on January 8, 1981; and

WHEREAS, Crime Stoppers of Metro Alabama offers cash rewards for anonymous tips that lead to the arrest or indictment of felony offenders; and

WHEREAS, Crime Stoppers gives people an opportunity to personally invest in making the communities where they live and work safer by working closely with law enforcement agencies to get information they need to solve crimes; and

WHEREAS, the Jefferson County Commission finds that supporting this organization is a good and sufficient public purpose for the expenditure of public funds.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is hereby directed, upon receipt of invoice, to issue a check made payable to Crime Stoppers of Metro Alabama, Inc., a not for profit corporation IRS501(C)(3) organized under the laws of the State of Alabama, in the amount not to exceed \$60,000 for fiscal year 2018.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Encumbrance Report(s) be approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-771
Resolution

Be it resolved by the Jefferson County Commission that the following persons be reappointed to serve on MPO Policy Committee and MPO Advisory Committee.

MPO Policy Committee

Representative	Proxy
Commissioner Jimmie Stephens	Chris Willis
Commissioner Joe Knight	Zach Brooks
Mr. Othell Phillips	Commissioner David Carrington
Mrs. Zhaleh McCullers	Evan Williams
Mr. Cal Markert	Mrs. Tracy Pate

MPO Advisory Committee

Representative	Proxy
Commissioner Joe Knight	Zach Brooks
Mrs. Zhaleh McCullers	Mr. Evan Williams
Mr. Cal Markert	Mrs. Tracy Pate

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above Encumbrance Report(s) be approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-772

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/06/17 – 10/12/17, AND 10/13/17 – 10/19/17, BE HEREBY APPROVED.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington, that the above Exceptions Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-773
RESOLUTION

WHEREAS, the Jefferson County Commission appropriated funding for United Ability, Inc. in the 2017 budget; and

WHEREAS, United Ability, Inc. was formerly United Cerebral Palsy of Greater Birmingham and has served Jefferson County since 1948; and

WHEREAS, United Ability, Inc. provides innovative services connecting people with disabilities to their communities and empowers people with disabilities to live full and meaning lives; and

WHEREAS, United Ability, Inc. provides a pathway for educational and employment opportunities for those who have disabilities allowing for true integration into our community; and

WHEREAS, the Jefferson County Commission finds that supporting this organization is a good and sufficient public purpose for the expenditure of public funds.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY

COMMISSION that the County Manager be authorized to issue a check in the amount of Seventy Five Thousand Dollars (\$75,000) payable to United Ability, Inc. (from fund 10001006- 520070) approved in the Fiscal Year Budget 2018.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the following item be added as New Business for Unanimous Consent and Consideration. Voting "Aye",
George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2017-774
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to sign a legal services contract between Napoli Shkolnik, PLLC; Edmond, Lindsay & Hoffler, LLP; Perkins-Law, LLC; Riley & Jackson, PC; and, Jefferson County, Alabama, to represent Jefferson County in the prosecution of legal claims against manufacturers and distributors of opioids arising out of the manufacturers' and distributors' fraudulent and negligent marketing and distribution of opioids.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the following item be added as New Business for Unanimous Consent and Consideration. Voting "Aye", George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2017-775
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Department of Public Information is hereby established and created as a County Department.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the following item be added as New Business for Unanimous Consent and Consideration. Voting "Aye", George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2017-776

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made and entered into on the 18th day of October, 2017 between Jefferson County, Alabama (hereinafter "the County" or "Forwarder") and Cloud Willis & Ellis, LLC (hereinafter "Attorney").

WITNESSETH

WHEREAS, the County wishes to retain Attorney for the purpose of collecting monies and obligations due to the County; and

WHEREAS, Attorney is engaged in the business of performing debt collection services for creditors and wishes to offer its legal and professional services to the County; and

WHEREAS, the County will place, at its sole discretion, delinquent accounts with Attorney for collection; and

WHEREAS, Attorney will undertake collection on each such delinquent account placed by the County; and

WHEREAS, the County and Attorney agree that those delinquent accounts placed by the County with Attorney shall be governed by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Attorney agree as follows:

TERMS OF AGREEMENT

I. DEFINITIONS

The following words and phrases as hereinafter used shall have the following meaning:

1.1 "Assignment" or "Assigned": the forwarding of a claim or account to a receiving attorney for purposes of collection.

1.2 "Claim" consists of delinquent accounts placed by the County with the Attorney for collection and may be either:

(a) a "commercial claim" which arises from an obligation to pay for goods sold or leased, services rendered, or monies loaned for use, in the conduct of a business or profession, or;

(b) a "retail claim" which arises from any obligation of a consumer to pay money out of a transaction for which the goods, money, financing, lease, property, insurance, or services rendered are the subject of a transaction which are primarily for personal, family, or household purposes.

1.3 "Cleared Funds": a check or other negotiable instrument received from a debtor, or on a debtor's behalf, which has been paid by the issuer's bank and which has been determined fully available by the attorney's bank.

1.4 "Default": the failure to perform a legal duty such as timely answering a lawsuit and/or the failure to perform a contractual duty such as timely paying a debt.

1.5 "Demand Letter": a written demand to the debtor seeking recovery of monies allegedly owed. This term includes but is not limited to validation notices under the FDCPA.

1.6 "Direct Payment": a payment received by the creditor or forwarder directly on a claim which has been forwarded to an attorney for collection.

1.7 "Forwarder": a person who, or an entity which, as the agent of the creditor, refers claims to attorneys for collection. The term "forwarder" as used in this Agreement may be used interchangeably with "the County."

1.8 "Placement" or "Placed": the forwarding of a claim or account for collection to an attorney.

1.9 "Remittance": money sent by one person to another, either in specie, bill of exchange, check, electronic fund transfer, or otherwise.

1.10 "Remittance Statement": a written accounting of all funds collected by attorney on behalf of forwarder which sets forth the debtor's name, account number, dollars collected, commissions and/or suit fees withheld and amount remitted as well as other information which may be required by forwarder.

1.11 "Settlement Guidelines": the guidelines established by the forwarder which set forth the parameters which the debt collector must follow in resolving a claim.

1.12 "Skip Trace": efforts to locate the whereabouts of a debtor.

I. I 3 "Taxed Costs": fees and charges required by law to be paid to the courts, the amount of which is fixed by statute or court rule and which are awarded by a court.

1.14 "Taxed Fees": Attorneys' fees actually awarded to a party, payable by the other party by way of a judgment or other enforceable court order.

1.15 "Trust Account": the non-interest bearing bank account established by an attorney for the deposit of forwarder's monies for the benefit of that forwarder.

1.16 "Trustee": an independent third party, appointed to administer a case in bankruptcy. The trustee represents the interests of the bankruptcy estate.

1.17 "Withdrawal of Claim": a claim is removed from an attorney by a forwarder or creditor with or without cause.

II. ENGAGEMENT

The County agrees to engage Attorney and Attorney hereby agrees to perform the legal and professional services hereinafter set out.

III. ATTORNEY REPRESENTATIONS

Attorney represents and warrants that for each claim placed by the County:

3.1 Attorney agrees that upon the placement of claims by the County, Attorney will use its best efforts to success fully collect and/or prosecute each claim. Attorney further agrees that necessary lawsuits will be filed on all claims where, based on Attorney's professional opinion, there is a reasonable probability of recovery for the County.

3.2 Compliance with Law. In performing the services set forth in this Agreement, Attorney shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15 USC §1692, et seq. ("FDCPA"), the Fair Credit Reporting Act, 15 USC § 1681, et seq. ("FCRA"), and the Telephone Consumer Protection Act, 47 USC§ 227, et seq. ("TCPA"). The Attorney shall conduct its practice of law in compliance with the laws and court rules of the state in which it maintains its practice of law, including without limitation, court pleadings, court appearances, professional conduct, trust accounts, bookkeeping records, and professional liability insurance.

3.3 Relationship. The relationship between the County and Attorney shall be that of independent contractor. Under no circumstances is the relationship among the aforementioned to be construed as that of principal/agent, master/servant, employer/employee, joint venturer, partner, or any other similar relationship. Furthermore, Attorney acknowledges and understands that the performance of this Agreement is as an independent contractor, and as such, Attorney is obligated for Workmen's Compensation, FICA taxes, occupational taxes, all applicable federal, state, and local taxes, etc., and that the County will not be obligated for same under this Agreement.

3.4 Confidentiality. Attorney understands and agrees that all accounts, records, documents, and claim information provided to it may contain proprietary and highly confidential information and Attorney shall treat accordingly. Attorney agrees not to directly disclose, publish, cause to be disclosed or published, or use such information for the benefit of any third party or itself.

3.5 Adverse Claim. Attorney shall notify the County of all complaints, counterclaims, actions, suits, or threatened litigation received by Attorney relating to any claim placed with Attorney by the County as soon as practicable but no later than three (3) business days of Attorney's knowledge of the adverse claim.

3.6 Debtor Contact. Attorney will respond timely to contact initiated by the debtor or debtor's attorney, and will apprise the County of any issues requiring County involvement or follow up.

3.7. Maintenance of Balance Due. Attorney is responsible for maintaining the post-suit legal balance of the claim and providing balance information to the County upon request if the file is active with the Attorney.

3.8 Maintenance of Records. Attorney is responsible for maintaining all records for seven (7) years from the close of the account. Such records may be maintained electronically.

IV. FORWARDER REPRESENTATIONS

The County represents and warrants that for each claim placed with Attorney:

4.1 The Amount Due. The County shall represent to Attorney that the amount claimed to be due at the time the claim is assigned to or placed with Attorney for collection is true and correct based on the information presently available to the County.

4.2 Validity of Debt. The County represents that the claim represents a legal and valid debt owed to the County based upon information presently available to the County.

4.3 Lack of Disputes. The County represents that it is unaware of any disputes regarding the debt which would render it invalid.

4.4 Default Status. The County represents that the debt is in default and is due and owing.

4.5 Right to Sue. The County represents that it is unaware of any circumstances with respect to the claim that would render the claim not subject to legal process based upon information presently available to the County.

V. COMPENSATION

Attorney shall be compensated for services rendered in the following manner:

5.1 Computation of Attorneys' Fees. Attorney shall accept as total satisfaction for its collection services on all claims ever assigned to Attorney, regardless of assignment date, a commission of twenty-eight percent (28%) of the total amount collected, excluding court costs and fees, plus \$3.00 per claim for skip tracing/scoring services. This initial monetary fee for skip tracing/scoring services shall be paid within thirty (30) days of receipt of the invoice.

The commission will be calculated as a percentage of the amount collected for each claim individually after all previously advanced or reimbursed court costs (as defined herein) have been refunded to the County.

In those instances where the law authorizes or may authorize the recovery of the costs of collection and attorneys' fees, Attorney may add a reasonable fee to the amount of the claim placed and retain the add-on attorneys' fee in lieu of the contingent fee.

5.2 Commissions Due Regardless of Where Paid. For claims placed with Attorney on a contingent basis, the commission constitutes a percent of the amount collected, whether such monies are physically collected by

Attorney, the County, or any third party. Money collected includes taxed fees on a claim-by-claim basis. In addition, the Attorney shall be entitled to receive said commissions with respect to all amounts paid directly to the County in connection with the claims, including by set-off, under the terms of any policy of insurance, by welfare or other governmental agencies, or through bankruptcy proceedings involving the debtor.

5.3 Settlement Authority. Attorney shall not settle or comprise any claim with respect to principal, interest, or penalties without prior approval of the County except as set out in settlement procedures approved by the County Attorney and provided to Attorney.

VI. APPLICATION OF PAYMENTS, REIMBURSEMENTS, AND REMITTANCES

Payments received shall be allocated and remittances made as follows:

6.1 Trust Accounts. All trust accounts shall be established in accordance with applicable state IOLTA requirements. Attorney agrees that all payments received in connection with the accounts placed with Attorney will be deposited in a bank account for the benefit of the County designated as "Trust Account" on the first business day after such payment is received. The bank account must bear the title "Trust Account" to distinguish it from any other of Attorney's bank accounts. Such trust account shall be maintained at an FDIC-insured financial institution, the name and account number of which the Attorney shall provide to the County upon their written request for said information.

6.2 Cost Advances. Attorney shall advance all court costs, filing fees, and special process server fees necessary for litigation. Attorney shall then submit an itemized listing of such court costs to the County for payment on at least a quarterly basis. Such court costs shall be recovered by Attorney from the first moneys generated by, and collected from, the claim for which court costs were expended. After subtraction of the court costs, Attorney will receive its commission as set forth in Paragraph 5.1 herein.

6.3 Reimbursement of Costs Advanced. If a claim is withdrawn from Attorney pursuant to Section IX or this Agreement is terminated pursuant to Section XI, Attorney shall be entitled to reimbursement of any court costs incurred prior to the date the claim is withdrawn or the effective date of the termination. In the event Attorney is subsequently notified by the court of additional court costs due on a withdrawn claim, the County agrees to reimbursement of those court costs for a period of one year after date of withdrawal or termination.

6.4 Endorsement of Checks. Attorney is hereby authorized to endorse checks payable to the County solely for the purpose of depositing said checks into Attorney's trust account. The Attorney shall not charge the County for any portion of any fees incurred in connection with the trust account unless said account is established specifically for the benefit of the County.

6.5 Reporting of Claim Activity. As mutually agreed to by the parties, the Attorney shall provide to the County updated information concerning the claims during the course of collection efforts. Attorney shall report to the County when requested by the County Attorney, County Commission, County Manager, or a County department head as to all amounts collected and the amounts of all fees and contingent fees deducted from or added to the recovery on all claims or accounts. The Attorney shall maintain records pertaining to the claims and activities thereon, including but not limited to the trust account. The County has the right, during normal business hours, to inspect and audit any records concerning the claims and the services provided by the Attorney.

6.6 Posting of Payments. All payments shall be posted to the claim and allocated to court costs, taxed fees, interest, and principal, in mutually agreed order or in accordance with any applicable state statutes. However, in

all instances, for internal accounting purposes only, debtor's payments shall be credited to any outstanding court costs expended by Attorney on said claim at the time of receipt of said payment and prior to any commissions being earned by Attorney.

6.7 Remittance of Cleared Funds. On a monthly basis, or as otherwise mutually agreed to by the parties, the Attorney will remit to the County all cleared funds collected to date in gross. The tender of funds by Attorney to the County will be forwarded by check to the remittance address provided, or as otherwise mutually agreed to by the parties. Attorney shall also include an invoice for its fees from the funds collected and such fees shall be paid within thirty (30) days of receipt of the remittance invoice.

Every remittance shall be accompanied by a remittance statement sufficient to permit the County to determine readily the source of the money collected and the accuracy of the fee calculation and resulting remittance. Such accounting shall at least include the following information: dollars collected, commissions, and amount remitted, as well as sufficient information to identify the claim to the County including claim name and claim number.

6.8 NSF Checks. Collections made by Attorney and remitted to the County by Attorney, on which a check is returned by the bank unpaid, shall be reported on the remittance statement as a minus payment and minus commission.

The County will notify Attorney when a check is returned by the bank on a payment made direct to the County on which the County has paid the Attorney the commission due. Attorney will list such returned checks on the next remittance statement for direct payments to the County as a minus payment and minus commission.

VII. REPORTING

Attorney shall report its activities concerning its efforts on behalf of the County as follows:

7.1 Reports to the County. Attorney shall provide the County with various reports as reasonably requested by the County. These reports may include, but are not limited to, acknowledgments of placements, closed file reports, reconciliation reports, liquidation and batch track reports, and status reports. These reports are in addition to the reports required by Paragraph 6.5.

7.2 Submitting to County Audits. The County shall have the right to examine and audit Attorney's records pertaining to the placed claims. The County may, among other audit tasks, measure or evaluate Attorney's performance and professionalism, verify the accounting of all funds, including any trust account, verify the accuracy and propriety of all charges, verify the timeliness of recording and remitting payments, verify the adequacy of cash controls, and verify the Attorney's overall compliance with this Agreement.

VIII. SPECIAL CIRCUMSTANCES

The special circumstances described below shall be handled by the County and Attorney as follows:

8.1 Bankruptcy. Upon notification of a bankruptcy of the debtor, each party shall promptly notify the other. If Attorney's investigation reveals that there may be debtor assets available for distribution in connection with a bankruptcy claim, or, if Attorney deems it in the County's best interests, Attorney shall, unless otherwise notified in writing by the County, file a proof of claim. Distribution of funds from bankruptcy trustees is to be made directly to Attorney and then to the County in the same manner as other collections. If Attorney's investigation reveals that there are no debtor assets available for distribution, Attorney shall contact the County Attorney for further guidance.

8.2 Notification of Counterclaims and Defenses. Attorney shall immediately notify the County when any of the following situations arise:

- (a) An unusual defense is alleged;
- (b) A counterclaim is filed or alleged;
- (c) The Defendant files a complaint against the County;
- (d) The denial of a judgment as a result of a court ruling which may set a precedent, having a negative effect on future collection litigation.

8.3 Defense of Counterclaims. Whenever a debtor responds to a lawsuit by filing a counterclaim or if the debtor initiates a lawsuit against the County, Attorney agrees to promptly provide the County with a copy of all pleadings filed by both the debtor and the law firm. Where the County does not respond with instructions, Attorney should take those reasonably necessary steps to ensure protection of the County's interests, including maintaining the status quo. The County may either retain Attorney and agree upon a mutually acceptable fee arrangement, or, the County may retain other counsel for representation at which time attorney agrees to transfer said file to whomever the County instructs.

IX. RECALL AND CLOSING OF CLAIMS

Claims may be withdrawn or closed in the following circumstances:

9.1 Withdrawal of Claims. The County reserves the right to withdraw claims or any portion thereof with or without cause at any time, including claims with a judgment. In the event of the withdrawal of a claim on which Attorney has pursued collections, including claims with judgments, the County shall pay attorney its contingency fee on all collections received by either the County or Attorney for a period of sixty (60) business days following withdrawal of said claim.

X. INSURANCE

Attorney shall maintain at its own expense professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate. Additionally, Attorney represents and warrants that in addition to professional liability insurance, Attorney has a fidelity bond covering personnel who collect on claim or accounts and errors and omissions insurance. Each attorney employed by Attorney shall maintain throughout the Contract term a current license to practice in all Alabama state courts and complete continuing education courses as required by the Alabama State Bar.

XI. TERMINATION OF AGREEMENT

11.1 Termination for Convenience.

- a) This agreement may be terminated for the convenience of either party upon giving written notice at least sixty (60) days in advance of the desired termination date. Upon termination pursuant to this Paragraph, Attorney shall submit a report of the status of each claim or account prior to the effective date of the termination.
- b) Upon termination for convenience, Attorney shall immediately return all files, original documents, and appropriate pleadings for all closed claims or accounts and all files and original documents for all claims or

accounts upon which no lawsuit has been filed. Attorney will continue to service and collect all accounts or claims on which suit has been filed until otherwise directed by the County.

11.2 Termination for Cause.

a) The County may terminate this Agreement immediately in the event of:

(i) Attorney violates any applicable law and a court of competent jurisdiction finds that Attorney has breached this Agreement;

(ii) Attorney has caused a material breach of this Agreement; or

(iii) Attorney files a petition in bankruptcy which adversely effects Attorney's ability to represent the County.

b) Upon termination of this Agreement for cause, Attorney shall immediately return any and all of the original documents, files, and appropriate pleadings to the County or to another attorney of the County's choice. All claims in Attorney's possession, regardless of the status of the claim, will be returned to the County or another attorney of the County's choice. This includes, but will not be limited to, claims where a judgment exists, claims where a judgment exists on which execution has taken place in any form, whether wage garnishment or otherwise, and any other claim in Attorney's possession. Attorney agrees to cooperate with the County and with any successor attorney(s) in making a smooth transfer of the claims and transition of any litigation.

11.3 Payment of Invoices. Attorney shall prepare a final invoice of costs, expenses, and, subject to Paragraph 11.4 below, fees actually earned and a statement of remittances, and present both to the County. The County shall pay the final invoice within thirty (30) days of the County's receipt of the invoice and statement.

11.4 Subsequent Receipt of Payment. Upon termination, Attorney shall not be entitled to any commission with respect to any claim unless:

(a) Payments are received within 15 days of termination;

(b) Payments are received within 120 days of termination with respect to claims on which a stipulation of settlement or other agreement/arrangement of payment, either in full or in installments, has been made prior to termination, and, payments are thereafter timely received, or received within 15 days of the due date of such installment; or

(c) Payments are received within 120 days of termination with respect to claims on which a valid garnishment, attachment, or judgment has been effected prior to termination.

11.5 Access to Electronic Data. Attorney agrees that upon termination of this Agreement for any reason, Attorney shall cooperate with the County in downloading, transferring, accessing, or otherwise acquiring all electronically stored data pertaining to each of the claims or accounts placed with Attorney.

XII. GENERAL PROVISIONS

The general provisions set forth below shall apply to this Agreement and all claims forwarded.

12.1 Indemnification by the County. The County shall be liable to and shall indemnify and hold Attorney, its officers, directors, and employees harmless from and against any losses arising out of, connected with, or resulting

from any breach by the County of its obligations hereunder, including those representations and warranties set forth herein

12.2 Indemnification by Attorney. Attorney agrees to indemnify, hold harmless, and defend the County, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss, expense, or damage, including court costs and attorneys' fees, for liability claimed against or imposed upon the County by a third party because of bodily injury, death, or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this Agreement, negligent acts, errors or omissions, including professional error, fault, mistake or negligence of Attorney, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Attorney and/or its subcontractors or claims under similar such laws or obligations. Attorney's obligation under this Paragraph shall not extend to any liability caused by the sole negligence of the County or its employees.

12.3 Contractor Retained Counsel. The County reserves the right to approve any legal counsel, other than Attorney's associates, partners, or appearance counsel, which may be retained in connection with litigation of claims, provided written notice of the exercise of the right is provided at the time the claim is placed with the Attorney. Unless the County exercises the right to approve legal counsel in writing upon placement of a claim, Attorney shall exercise his sole discretion in retaining counsel.

12.4 Entire Agreement. Except as otherwise expressly provided or reserved herein, this Agreement contains the entire agreement between the County and Attorney as to claims placed. No representations, promises, or conditions that are not incorporated herein shall be binding upon either party. This Agreement supersedes all prior understandings, agreements, or arrangements between the parties.

12.5 Modifications. No modifications or amendments to this Agreement shall be binding unless made in writing and signed by each party.

12.6 Notices. Unless otherwise agreed to, any notices required or permitted under this Agreement shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

If to Attorney to:

Brian Cloud
Cloud Willis & Ellis, LLC
201 Beacon Parkway West, Suite 400
Birmingham, Alabama 35209

If to the County to:

Brent G. Grainger
Assistant County Attorney
716 Richard Arrington Jr. Blvd. N. Room 280
Birmingham, Alabama 35203

or such other address as shall be furnished in writing by any of the parties and any such notice or communication shall be deemed to have been given as of the date so mailed.

12.7 Non-Discrimination Policy. Both parties agree that all services rendered under this Agreement will be done so without regard to race, creed, color, sex, national origin, religion, or handicap.

12.8 Form 1099. Upon execution of this Agreement, Attorney shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

12.9 Contract Term. This Agreement shall be effective for a period of one (1) year from the date of entry. The Agreement is renewable at the end of the term by the written agreement of both parties.

12.10 Non-Assignment Clause. No portion of this Agreement may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the County. Should the County authorize Attorney to subcontract (assign) any portion of this Agreement, Attorney will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Attorney must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements in whole or in part will result in termination of the Agreement and/or legal ramifications due to non-performance.

12.11 Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama, and that all services to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

12.12 Statement of Compliance with Ala. Code § 31-13-9. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the duly authorized representative of each party has signed this Agreement in duplicate on the dates written below.

Motion was made by Commissioner Joe Knight, and seconded by Commissioner David Carrington, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-777
RESOLUTION

WHEREAS, Jefferson County, Alabama desires to contract with All Temps Inc., Darrell Walker Workforce, hereinafter called the "Contractor", for temporary election staffing for the Jefferson County Election Commission; and

WHEREAS, the Contractor desires to furnish said professional services to the County,

WHEREAS, the Probate Elections department has budgeted funds available for these services and do not require any additional funding;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the amount of the contract does not exceed \$203,000 for the term of the contract, and the Jefferson County Commission, by and through its various departments is hereby authorized to spend the said amount for staffing services from All Temps Inc., Darrell Walker Workforce.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-778
RESOLUTION

WHEREAS, section 17-4-2.1 of the Code of Alabama authorizes counties to adopt the use of any electronic poll book that has been certified by the Secretary of State in lieu of printed poll books; and

WHEREAS, electronic poll book research has shown to make the voting process more efficient; and

WHEREAS, the County has a unique opportunity to deploy trained poll workers on this technology and during the December 12, 2017 Special General Election;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that KNOWiNK is hereby selected as the County's vendor for electronic poll books; and

BE IT FURTHER RESOLVED, that the president of the Jefferson County Commission is authorized to execute a contract with KNOWiNK in the amount of \$718,750 upon the contract's completion of the County's internal review process.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-779
RESOLUTION

WHEREAS, Jefferson County Ordinance 1816 adopting a Building Code for Jefferson County provides for the establishment of a Board of Adjustments and Appeals to hear appeals to the enforcement of the Building Code where the literal enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of the Code or the public interest; and

WHEREAS, the Jefferson County Commission wishes to re-establish said Board after a period where there was no appointed Board; and

WHEREAS, five (5) individuals with the qualifications specified in the above Ordinance for membership on the Board are willing to serve on said Board without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the following individuals are hereby appointed to the Jefferson County Board of Appeals and Adjustments for the Building Code for the terms specified:

David Pugh – Construction Lawyer, term to expire September 30, 2020;

Sam Moore – Engineer, term to expire September 30, 2018;
Hal Bishop – Architect, term to expire September 30, 2019;
Paul Vardaman – General Contractor, term to expire September 30, 2019;
Rob Leopard – Home Builder, Contractor, term to expire September 30, 2020.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting “Aye”, George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Micro Focus Attachmate to provide annual Micro Focus Attachment software Maintenance Support for InFOConnect, DataBridge and Refection, in the amount of \$61,167.90.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting “Aye”, George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-781
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Community Grant Program Agreements on behalf of Jefferson County, Alabama, Commission District 2:

- Together Assisting People, Inc. #9876 \$7,500.00 (\$5,000 D-1, \$2,500 D-2)
- Greater New Antioch Comm. Dev. #9887 \$2,000.00(\$1,000 D-1, \$1,000 D-2)
- Wenonah Grand Alumni Assn. #9883 \$2,000.00

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 2nd day of November, 2017, as same appears and is recorded in Minute Book 171, Page(s) 441, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 2nd day of November, 2017.

Millie Diliberto

Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-782
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Community Grant Program Agreements on behalf of Jefferson County, Alabama, Commission District 1:

- | | |
|--|------------|
| · Jefferson County Board of Education (Minor High) #9904 | \$5,000.00 |
| · National Veterans Day Parade Foundation #9902 | \$9,000.00 |

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 2nd day of November, 2017, as same appears and is recorded in Minute Book 171, Page(s) 441 – 442, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 2nd day of November, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-783

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby

authorized to execute an Amendment II to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Delbert H. Hahn, MD. to allow the extension of terms of the contract for Radiology Independent Contractor from February 1, 2018 to January 31, 2019, in the amount of \$180,000.00.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-784
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and ClasTran. The agreement is for the senior centers to have four group field trips (one per quarter) and to provide matching funds for transportation services to the senior centers by \$37,080.00. Also, as part of this agreement is a one-time payment of up to \$1,000.00 to offset ClasTran's vendor costs for special group field trips. This is for the current fiscal year ending September 30, 2018 and may be extended for a period not to exceed September 30, 2020 for the total amount of \$347,080.00.

ADOPTED:

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-785
RESOLUTION

BE IT RESOLVED by the Jefferson County Commission that the Commission President, pursuant to Article XIV of the below referenced Agreement, hereby terminates for convenience the Jefferson County, Alabama HOME Investment Partnership Agreement with Greater Birmingham Habitat for Humanity for the Arbor Trace Development dated October 20, 2016 ("Agreement"). The Agreement was for the development of 11 single-family units in the City of Adamsville under the Home Buyer Assistance Program in the amount of \$500,000.00 and funded with Federal HOME funds. The agreement is terminated for convenience due to a zoning related issue.

Adopted:

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-786
RESOLUTION

WHEREAS, a mortgage and a Declaration of Restrictive Covenant was executed by Arlinda Yvette Davis for the purchase of a property at 8620 Northside Drive, Pinson, Alabama 35126 and recorded on October 20, 2005 in Real 200514, Page 5323 and Real 200514, Page 5327 in the Probate Office of Jefferson County, Alabama;

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage and a Waiver and Agreement to release the Declaration of Restrictive Covenant be executed to release and satisfy said mortgage and restrictive covenant; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage and Waiver and Agreement on behalf of the County.

Adopted:

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-787
Resolution

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the construction of a home located in Pinson; and

WHEREAS, the construction of the home was completed and it was sold to a qualified homebuyer through Jefferson County's HOME Program Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows:

8620 Northside Drive, Pinson, Alabama 35126

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 14, 2005, and recorded in LR Book 200514 Page 2370 in the Probate Office of Jefferson County, Alabama

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

Adopted:

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Agreements/Amendments on behalf of Jefferson County, Alabama:

- Mark Johnson Construction #9231 \$1,829,000.00
- BLD Services, Inc. #9250 \$810,295.50

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 2nd day of November, 2017, as same appears and is recorded in Minute Book 171, Page(s) 443, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 2nd day of November, 2017.

Millie Diliberto
 Minute Clerk
 Jefferson County Commission

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting “Aye”, George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the construction of paving the intersection of Montevallo Road and Spaulding-Ishkooda Road. The estimated cost of the project shall be provided for from State Public Road and Bridge Funds, in the amount of \$300,000.00.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-790
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute the following Agreements on behalf of Jefferson County, Alabama;

- Altec Industries #9744 \$20,000.00
- American Refueller Equipment Company, Inc. #9745 \$10,000.00
- Big Moe Spring & Alignment of Birmingham #9754 \$10,000.00
- Ingram Equipment Company, LLC #9763 \$20,000.00
- Kurts Truck and Parts Company, Inc. #9765 \$5,000.00
- Loader Services and Equipment, Inc. #9767 \$5,000.00
- Long Lewis Western Star #9769 \$20,000.00
- Nextran Truck Centers #9770 \$5,000.00
- Power Steering Associates #9774 \$5,000.00
- Southland International Trucks, Inc. #9798 \$90,000.00
- Trussville Collision Inc. #9802 \$110,000.00
- Warrior Tractor & Equipment Company, Inc. #9803 \$20,000.00

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 2nd day of November, 2017, as same appears and is recorded in Minute Book 171, Page(s) 444, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 2nd day of November, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-791

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED
PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED;

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely TOPICS Phase VIII, Site 1 (Montevallo Road @ Mayfair) Tracts 4, 5, 6, and 8. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct

install and maintain TOPICS Phase VIII, Site 1 (Montevallo Road @ Mayfair) - Tracts 4, 5, 6, and 8 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, there over, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right of way to

install, construct and maintain TOPICS Phase VIII, Site 1 (Montevallo Road @ Mayfair) Tract 4, 5, 6 and 8 - in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 4

CSX Transportation, Inc. 500 Water St. Owner
Jacksonville, FL 32202

Site Address:
2070 Montevallo Rd., Birmingham, AL 35211

AmSouth Bank a.k.a., Regions Bank Mortgage
OBA Regions Mortgage
1900 5th Ave. North Birmingham, AL 35203

Right of Way

Commence at the NE corner of the SW ¼ Section 15, Township 18 South, Range 3 West, a 3" capped iron and run westerly along the northerly line of said ¼ section for a distance of 668.59 feet; thence turn an angle left 80° 40' 17" and run southwesterly for a distance of 598.92 feet; thence turn an angle left 04° 47' 23" and run southwesterly for a distance of 467.38 feet; thence turn an angle left 180° and run northeasterly for a distance of 124.33 feet, Point " A" for future reference, to the point of beginning of a curve to the right having a central angle of 04°47' 23" and a radius of 8202.10 feet; thence run northeasterly along the arc of said curve for a distance of 474.01 feet for the Point of Beginning of a Right of Way of variable widths being bound on the southeasterly and southerly side by the existing northwesterly right of way of Montevallo Road and the existing northerly right of way of Mayfield Avenue and being bound on the northwesterly side by a line lying 69 feet northwesterly of at this point and decreasing to a point 31 feet northwesterly of, 8.01 feet ahead; thence continue northeasterly along the arc of said curve for a distance of 8.01 feet. At this point the right of way is bound on the northwesterly side by a line being 31 feet northwesterly of at this point and decreasing to a point 26 feet northwesterly of the following described line, 67.26 feet ahead; thence continue northeasterly along the arc of said curve for a distance of 67.26 feet. At this point the right of way is bound on the northwesterly side by a line lying 26 feet northwesterly of and parallel to the following described line; thence run 136.41 feet to the end of said curve; thence run northeasterly along the extended tangent of said curve for a distance of 252.54 feet to a easterly extension of the Grantor's northerly property line and the end of this Right of Way.

Temporary Construction Easement

Commence at Point "A" as described above; thence continue northeasterly along the arc of the aforementioned curve for a distance of 482.02 feet for a the Point of Beginning of a Temporary Construction Easement of variable widths being bound on the southeasterly side by the ROW described above and being bound

on the northwesterly side by a line being 31 feet northwesterly of and parallel to the following described line; thence continue northeasterly along the arc of said curve for a distance of 67.26 feet. At this point the Temporary Construction Easement is bound on the northwesterly side by a line lying 38 feet northwesterly of and parallel to the following described line; thence continue northeasterly along the arc of said curve for a distance of 136.41 feet to the end of said curve; thence continue northeasterly along the extended tangent of said curve for a distance of 208.07 feet and the end of this Temporary Construction Easement.

Drainage and Utility Easement

Commence at Point "A" as described above; thence continue northeasterly for a distance of 343.04 feet; thence turn right 04°47'23" and run northeasterly for a distance of 551.11 feet for a the Point of Beginning of a Drainage and Utility Easement of variable widths being bound on the southeasterly side by the right of way described above and being bound on the northwesterly side by a line being 38 feet northwesterly of at this point and increasing to a point 99 feet northwesterly of, 65.62 feet ahead; thence run northeasterly for a distance of 48 feet, more or less , to an easterly extension of the Grantor's northerly property line and the end of this Drainage and Utility Easement.

Less and except any portion of said Right of Way, Temporary Construction Easement, and Drainage and Utility Easement that lies within existing Roadway Easements or outside the boundaries of the Grantor's property.

All of said Right of Way, Temporary Construction Easement, and Drainage and Utility Easement lie in SW ¼ of Section 15, Township 18S South, Range 3 West, and the Right of Way contains 0.10 acres, more or less, the Temporary Construction Easement contains 0.09 acres, more or less, and the Drainage and Utility Easement contains 0.03 acres, more or less.

All of said Permanent Drainage Easement lies in the SW ¼ of Section 15, Township 18 South, Range 3 West, and the Permanent Drainage Easement contains 0.03 acres, more or less.

All of said Temporary Construction Easement lies in SW ¼ of Section 15, Township 18 South, Range 3 West, and the Temporary Construction Easement contains 0.09 acres, more or less.

Tract 5

Alabama Power Company
600 North 18th Street Birmingham, AL 35203

Owner

Parcel ID #29-00-15-2-006-012.000
2030 Montevallo Road

Drainage and Utility Easement

bound on the northwesterly side by the existing southeasterly right of way of Montevallo Road and being bound on the southeasterly side by a line lying 58 feet southeasterly of and parallel to the following described line; thence continue northeasterly for a distance of 37.18 feet to the point of beginning of a curve to the right having a central angle of 04° 47' 23" and a radius of 8202.10 feet; thence run northeasterly along the arc of said curve for a distance of 259.12 feet. At this point the TCE is bound on the northwesterly side by the right of way described above; thence continue northeasterly along the arc of said curve for a distance of 47.24 feet. At this point the TCE is bound on the southeasterly side by line lying 79 feet southeasterly of and parallel to the following described line ; thence continue along the arc of said curve for a distance of 99.38 feet, more or less; at this point the TCE is bound on the southeasterly side by a line lying 50 feet southeasterly of and parallel to the following described line ; thence continue along arc of said curve a distance of 68 feet, more or less to a northwesterly extension of the Grantor's northeasterly property line and the end of this TCE.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property. The outer boundaries of said Temporary Construction Easement being extended or trimmed as necessary to terminate at the property lines of the Grantor.

All of said Right of Way lies in SW ¼ of Section 15, Township 18 South, Range 3 West, and contains 0.02 acres, more or less.

All of said Temporary Construction Easement lies in SW ¼ of Section 15, Township 18 South, Range 3 West, and contains 0.18 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

Tract 8

CSX Transportation, Inc. 500 Water Street Jacksonville, FL 32202	Owner
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Alabama Department of Revenue 50 North Ripley Street Montgomery, AL 36132 Lien: #2038716928	Lien
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Alabama Department of Revenue 50 North Ripley Street Montgomery, AL 36132 Lien: #1601137152	Lien
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Right of Way

Commence at the NE corner of the SW ¼, Section 15, Township 18 South, Range 3 West, a 3" capped iron and run westerly along the northerly line of said ¼ section for a distance of 668.59 feet; thence turn an angle

left 80° 40' 17" and run southwesterly for a distance of 494.18 feet, to the point of beginning of a curve to the right having a central angle of 04° 47' 23" and a radius of 8202.10 feet; thence run northeasterly along the arc of said curve for a distance of 12 feet, more or less, to a westerly extension of the Grantor's northerly property line (Point A) for the Point of Beginning of a Right of Way (ROW) of variable widths being bound on the northwesterly side by the existing southeasterly right of way of Montevallo Road and being bound on the southeasterly side by a line lying 40 feet southeasterly of and parallel to the following described line; thence continue northeasterly along the arc of said curve for a distance of 60 feet, more or less, to a westerly extension of the Grantor's southerly property line and the end of this ROW.

Temporary Construction Easement

Commence at Point "A", as described above for the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound on the northwesterly side by the right of way above and bound on the southeasterly side by a line lying 40 feet southeasterly of and parallel to the following described line; thence continue northeasterly along the arc of said curve for a distance of 73.75 feet, (being 85.33 feet from point of beginning of said curve). At this point the TCE is bound on the southeasterly side by a line lying 79 feet southeasterly of and parallel to the following described line; thence continue southeasterly along the arc of said curve for a distance of 40 feet, more or less, the Grantor's southerly property line and the end of this TCE.

All of said Right-of-Way lies in the SW ¼ of Section 15, Township 18 South, Range 3 West, and the Right-of-Way contains 0.04 acres, more or less.

All of said temporary Construction Easement lies in the SW ¼ of Section 15, Township 18 South, Range 3 West, and the Temporary Construction Easement contains 0.06 acres, more or less.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the Grantor's property.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-792

Street Maintenance Acceptance

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Chase Way, as shown in Eagle Crest Subdivision, as situated in the SE ¼ of the NE ¼ of Section 8, Township 18S, Range 5W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 36, Page 96, in the Bessemer Division of the Jefferson County Probate Court.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-793

Street Maintenance Acceptance

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, a portion of Falling Creek Lane, as shown in Grayson Valley Townhouses North Sector, as situated in the SE ¼ of the SW ¼, and SW ¼ of the SE ¼ of Section 10, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 199, Page 21, in the Birmingham, Division of the Jefferson County Probate Court.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-794

Street Maintenance Acceptance

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, a portion of Falling Creek Lane, as shown in Grayson Valley Townhouses North Sector First Addition, as situated in the SW ¼ of the SE ¼ of Section 10, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 208, Page 78, in the Birmingham, Division of the Jefferson County Probate Court.

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

NOV-2-2017-795
Resolution

WHEREAS, the Jefferson County Department of Roads and Transportation has found it necessary to remove a collapsed drainage culvert and replace it with a reinforced concrete culvert, located between Bluff Ridge Road and Lee Roy Lane; and

WHEREAS, the Department of Roads and Transportation is requesting to close McClendon Chapel Road between Bluff Ridge Road and Lee Roy Lane while the work is being performed, beginning on Saturday, November 11, 2017; and

WHEREAS, the work will be completed as quickly as practical to reopen the road on or before Sunday, November 12, 2017.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the recommendation for the necessity to close McClendon Chapel Road between Bluff Ridge Road and Lee Roy Lane beginning on Saturday, November 11, 2017 and reopening on or before Sunday, November 12, 2017 be hereby approved.

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 2nd day of November, 2017, as same appears and is recorded in Minute Book 171, Page(s) 449 - 450, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 2nd day of November, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington, and seconded by Commissioner George Bowman, that the above Resolution be hereby approved. Voting "Aye", George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

Thereupon the Commission Meeting was recessed at 9:33 A.M.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, November 16, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk