

STATE OF ALABAMA)

JEFFERSON COUNTY) June 23, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:06 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Minutes of June 9, 2016, be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

The Commission met in Work Session on June 21, 2016, and approved the following items to be placed on the June 23, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 8, excluding Item 7.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 7 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 22, excluding Item 18 and Addendum Items 2 and 3.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 5.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 24 and Addendum Items 4 and 5.

RESOLUTION

Whereas, it is the policy of the Jefferson County Commission to honor and pay tribute to those who have impacted our community and our lives for the better; and

Whereas, Diane Townes was first employed in Land Development in 1996 where she was responsible for minutes of Planning and Zoning and Zoning Adjustments; and

Whereas, in October, 1999, Diane Townes became the Minutes Clerk for Jefferson County; and

Whereas, Diane Townes has faithfully and devotedly served as an employee of Jefferson County for the last nineteen years and six months; and

Whereas, Diane Townes is a woman dedicated to the betterment of Jefferson County and is known for her hard work, genuine kindness and integrity; and

Whereas, Diane Townes will always be remembered and highly regarded for her unmatched attention to detail and uncompromising demand that proper policies and procedures be followed; and

Whereas, Diane Townes has taken the witness stand in court trials in and out of town and never found to be less than 100% accurate in her record keeping; and

Whereas, in later years became known from media reports as the "Parliamentarian" of the County Commission and will surely be missed by all; and

Whereas, Diane Townes is retiring on June 24, 2016, to enjoy of her family and find time to read those many books she has saved for leisurely days; and

Now, therefore, be it resolved that the Jefferson County Commission wishes to express our appreciation for her many years of service and our best wishes to her in retirement.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 24th day of June, Two Thousand Sixteen.

Jimmie Stephens, President

Sandra Brown, President Pro Tempore

George Bowman, Commissioner

David Carrington, Commissioner

T. Joe Knight, Commissioner

Jun-23-2016-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Park Place Technologies to provide maintenance on select Dell data center hardware in the CGMHS Data Center for the period September 30, 2016 - September 29, 2017 in the amount of \$13,164.

CONTRACT NO.: 00006765

Contract Amendment II

This is Amendment to Contract entered into the 15th day of May, 2014 between Jefferson County, Commission, d/b/a/ Cooper Green Mercy Health Services, and Park Place Technologies, LLC, hereinafter referred to as the "Contractor" to provide Hardware Maintenance Support for Dell equipment in the Cooper Green datacenter.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00006765. Amendment I of the contract between the parties referenced above, was approved by the Commission on May 21, 2015; recorded in MB 168, Page (s) 116.

Amend Term of Contract:

Amend the term to September 30, 2016 through September 29, 2017.

Compensation shall not exceed \$13,164.00 for this term.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION:

James A. "Jimmie" Stephens, President

CONTRACTOR: PARK PLACE TECHNOLOGIES, LLC

_____, Authorized Representative

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-469

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Geoffrey Connor, M.D. to provide services that an orthopedic surgeon would offer for a period of one year in an amount not to exceed \$321,600.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-470

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter from the Director of the Department of General Services.

Municipal Election Services Agreements with the following municipalities to provide election services for the election to be held on August 23, 2016 and the run-off election on October 4, 2016 (if required). These are revenue generating agreements.

City of Brighton - \$2,503

City of Pinson - \$2,075

City of Hoover - \$26,285

City of Vestavia Hills - \$11,515

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-471

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Insolvents, Errors and Taxes in Litigation for 2015 and Uncollected Insolvents and Taxes in Litigation from Previous Years report from the Tax Collector's Office.

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2015 AND

UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

Jefferson County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 23rd day of June, 2016

J.T. SMALLWOOD, Tax Collector of said County, made his report of 'Insolvents', "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2013, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes -	General	\$74,717.15
	Soldier	\$ \$29,886.86
	School	\$ \$100,691.58
Errors in Assessments: State Taxes -	General	\$ \$1,485,468.40
	Soldier	\$ \$594,187.36
	School	\$1,830,746.28
Taxes in Litigation:		
State Taxes -	General	\$7,694.55
	Soldier	\$3,077.82
	School	\$9,233.46

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2014, as required by Code of Ala. 1975, Section 40-5-29 and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes -	General	\$67,163.04
	Soldier	\$28,865.22
	School	\$80,685.42

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2014	\$ 33,727.45	13,490.98	40,472.94
2013	\$ 11,685.90	4,674.36	14,023.08
2012	\$ 460.10	184.09	552.09
(SEE ATTACHED)	\$	\$	\$

Given under my hand this 23rd day of JUNE, 2016

James A. Stephens, Presiding Officer

See Code of Ala. 1975. Sections 405-25, 40~5~24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 90-5-29 as to insolvent taxes and taxes in litigation of previous year(s)

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2011	35,340.09	14,136.02	43,459.81
2010	2,870.98	1,148.40	3,445.20
2009	6,906.84	2,762.73	8,288.20
2008	9,688.78	3,875.48	11,626.44
1994	81.54	32.62	97.83
1990	1,935.28	773.94	2,322.13

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-472

WHEREAS, the third and present Jefferson County Courthouse was constructed during the years 1929 through 1932 under the auspices of the architectural firm of Holabird and Root of Chicago, Illinois; and

WHEREAS, as part of the construction process, artist John W. Norton was commissioned to paint two seventeen and one-half by eight (17-1/2 x 8) foot murals to be placed in the western entrance of the courthouse depicting the agrarian "Old South" and the industrialized "New South"; and

WHEREAS, these murals were installed in 1931, and have been part of the Jefferson County Courthouse west entranceway for the past eighty-five years; and

WHEREAS, on December 27, 1982 the Jefferson County Courthouse was added to the National register of Historic Places; and

WHEREAS, there exists no annotation or description of the murals reflecting the public perception at the time of this creation; and

WHEREAS, the Jefferson County Commission unanimously passed a resolution on October 8, 2015 to revisit this entranceway to Jefferson County Courthouse with the direction that status quo was unacceptable; and

WHEREAS, a committee chaired by Commissioner Sandra Little Brown was formed by the Jefferson County Commission and was comprised of leaders in the community to examine the history of the murals, to explore costs associated with the removal, or preservation, and to make recommendation to Jefferson County Commission; and

WHEREAS, the committee discharged their duties with excellence, grace and professionalism, and

WHEREAS, the Jefferson County Commission believes the murals have artistic and historic value and should be preserved as an integral part of the Jefferson County Courthouse; and

WHEREAS, there exists two additional blank panels in the Jefferson County Courthouse; and

WHEREAS, the Jefferson County Commission has consulted with the Jefferson County Historical Commission, the Birmingham Historical Commission, the Jefferson County Civil Rights Museum, the Birmingham Museum of Art, the State of Alabama Historical Commission and the State of Alabama Department of Achieves and History; and

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission:

SHALL preserve the Jefferson County Courthouse murals in their present location; and

SHALL seek funding from federal and state grants for the purpose having the murals professionally cleaned; and

SHALL provide annotation plaques to each of the existing murals; and

SHALL add one or two additional murals to the blank panels on the east wall of the west entranceway into the courthouse; and

SHALL decide on the subject matter of any new mural(s) within the next ninety (90) days; and

SHALL issue a RFP for the purpose of commissioning a new mural(s); and

SHALL designate funds from the BP oil spill settlement fund in order to pay for additional mural(s).

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Jun-23-2016-473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, by and through, the Department of Human- Community Services and Economic Development, Senior Services Division and McCoy Adult Daycare, agrees that the amendment will charge a minimum of \$30.00 not to exceed \$50.00 per day for each eligible client. The amount of the contract shall not exceed \$7,000.00.

CONTRACT AMENDMENT N0.1

This Amendment to Contract entered into the 8th day of October, 2015 between Jefferson County, Alabama, by and through, the Department of Human-Community Services and Economic Development, Senior Services Division, hereafter referred to as "the County" and McCoy Adult Daycare, referred to as the "Agency".

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Agency wishes to amend the contract;

NOW THEREFORE, in consideration of the above, the parties hereto agree that the contract previously entered into between the parties which was approved by the Jefferson County Commission on October 8, 2015 in Minute Book 168 page 598, is hereby amended as follows:

The Agency agrees that they will charge a minimum of \$30.00 not to exceed \$50.00 per day for each eligible client. The contract amount shall not exceed \$7000.00.

All other terms and conditions of the original contract will remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Contractor: McCoy Adult Daycare

_____, Contractor Representative

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-474

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification for Amendment #2 is to the agreement between Jefferson County, Alabama and Baker Valuation, Inc., for work related to 2012-2013 CDBG-DR projects. The purpose of Amendment #2 is to extend the contract to December 31, 2016 and amend the scope to include a review appraisal services to determine market value of land needed for an eligible 2012-2013 CDBG-DR projects. There are no additional costs associated with this modification. All other terms and conditions shall remain the same.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Baker Valuation, Inc., hereinafter called "the Contractor" for grant allocation PY10/FY15.

The effective date of this agreement shall be November 20, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on November 20, 2014, in Minute Book 167, Pages 239-242, is hereby amended as follows:

The purpose of this Modification is to extend the agreement to December 31, 2016 and amend the scope to include review appraisal services to determine market value of land needed for an eligible 2012-2013 CDBG-DR program. There are no additional costs associated with this modification. All other terms and conditions shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Baker Valuation, Inc.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-475

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the County Commission is authorized to execute any and all documentation relating to the purchase of that certain real property owned by Daryl Torme Grant and Leola Grant and located at 2201 North Smithfield Lane, Birmingham, Alabama 35207 ("Property").

BE IT FURTHER RESOLVED that the Commission hereby approves and ratifies that certain Commercial Real Estate Purchase Agreement by and between Jefferson County, Alabama, as purchaser, and Daryl Torme Grant and Leola Grant, as seller, for the purchase of the Property for purchase price of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00), a copy of which is attached hereto as Exhibit "A" ("Agreement").

NOW THEREFORE BE IT RESOLVED, that the President of the Jefferson County Commission is hereby authorized to execute all documents relative to such purchase of the Property as contemplated under the terms of the Agreement, and the Jefferson County Finance Department is authorized to issue a check to the Closing Attorney in the amount of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00).

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement") made and entered into as of this day of , 2016, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, ("Purchaser") and Daryl Torme Grant and Leola Grant (collectively, the "Seller").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase from the Seller and the Seller desires to sell to the Purchaser real property located in Jefferson County, Alabama in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE ONE

PROPERTY TO BE SOLD

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy (subject to the conditions and provisions set forth in the Agreement) from Seller all that certain parcel of land owned by the Seller, situated in the County of Jefferson, State of Alabama, having an address of 2201 North Smithfield Lane, Birmingham, Alabama 35207, and more specifically described on Exhibit "A" attached hereto, together with all tenements, hereditaments, improvements, appurtenances, rights, easements, and rights of way incident thereto ("Property").

ARTICLE TWO

PURCHASE PRICE; SELLER FINANCING

The purchase price to be paid by Purchaser to Seller in the event a Closing occurs pursuant to this Agreement for all the Property shall be Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) (the "Purchase Price").

ARTICLE THREE

EVIDENCE OF TITLE, SURVEY AND CLOSING

Section 3.1 Title Insurance. Purchaser shall, at its expense, obtain a commitment (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy"), on the standard form of Owner's policy

Section 3.2 Survey. In addition, Purchaser has the right to obtain an existing survey of the Property (the "Survey"), duly prepared and certified by a registered land surveyor duly licensed in the State of Alabama selected by Purchaser.

Section 3.3 Closing Date. The consummation of the purchase and sale herein contemplated (such consummation being herein referred to as the "Closing", and that date thereof being referred to as the "Closing Date") shall take place on such date as mutually agreed to by the parties but in no event later than July 1st, 2016. However, neither party shall be obligated to consummate the purchase and sale herein contemplated unless all conditions of the obligations of such party to consummate such purchase and sale have been satisfied or waived.

ARTICLE FOUR

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to and is relied upon by Purchaser. Seller represents warrants and covenants as follows:

Section 4.1 Status of Seller. Seller has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement.

Section 4.2 Property. Seller is the sole owner of good, fee simple title to all the Property free and clear of all liens, claims, options, encumbrances, encroachments, rights of way, easements, covenants, conditions, leases or restrictions except for those matters which are approved in writing by Purchaser.

Section 4.3 Zoning and Use. Seller has received no notice and has no knowledge of any violations of any rule, regulations, code, resolution, ordinance, statute or law of any government, governmental maintenance, operation, or condition of the Property, or any part thereof. Zoning currently permits office usage. Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said property, or any part thereof. Said property has full and free access to and from public highways, streets, or roads, and, to the best knowledge and belief of Seller; there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

Section 4.4 No Mechanic's Liens; No Indebtedness. No labor has been performed or material furnished for the Property for which the Seller has not heretofore fully paid, or for which a Mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity. There is no unpaid indebtedness on the Property, liens or encumbrances that will not be satisfied in full at Closing.

Section 4.5 No Condemnation Proceedings; Roadways. There are no condemnation or eminent domain proceedings or assessments pending or threatened against the Property or any part thereof and Seller has received no notice, oral or written, of any desire of public authority or other entity to assess, take or use the Property or any part thereof. Seller is not aware that any such proceeds or assessment is or has been contemplated by any governmental authority.

Section 4.6 No Environmental Violations. Seller warrants that the Property has not been used for the storage or disposal of hazardous waste or materials, and that the Property is in compliance with all federal, state, local law and regulations relating to pollution control and environmental contamination. Seller is not aware of any hazardous substances that affect the Property nor is Seller aware of any violations of environmental laws.

Section 4.7 No Defaults. Neither the execution nor delivery of this Agreement nor the consummations of the transactions contemplated hereby will:

- (i) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument of which seller, or any predecessor of Seller, is a party; or
- (ii) Violate any restriction to which Seller, or any predecessor of Seller, is subject.

Section 4.8 No Conflicts. Purchaser and Seller signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Purchaser nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the Consortium or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

ARTICLE FIVE

CONSUMMATION OF SALE AND CONDITIONS TO CLOSING

The Closing shall be consummated as follows:

Section 5.1 Seller's Deliveries & Preliminary Conditions to Purchaser's Obligations.

Seller shall deliver to Purchaser at the Closing the following documents dated the Closing date, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

(a) Statutory Warranty Deed. A statutory warranty deed in the form and substance reasonably satisfactory to Purchaser, conveying to Purchaser good, fee simple, title to the Property with the legal description provided in the Title Commitment, subject only to the Permitted Encumbrances;

(sic) (c) Title Affidavits; Bring Down Certificate. Any and all title affidavits and other related documentation reasonably requested by the Title Company; and a certificated executed at Closing, acknowledging that all representations and warranties made by Seller under this Agreement are still true and correct as of the Closing.

(d) Foreign Person Affidavit. An affidavit, under penalty of perjury, stating that Seller is not a "foreign person" (as defined under the Foreign Investment in Real Property Tax Act and the regulations promulgated thereunder), and that Purchaser is not required to withhold any portion of the Purchase price under the provisions of such Act; and

(e) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent, and the payment of required funds owed by Seller pursuant to the terms of this Agreement.

Section 5.2 Purchaser's Deliveries. At the Closing and after Seller has duly complied with the provisions of Section 5.1, and if the conditions contained in Section 5.2 and elsewhere in this Agreement have been satisfied, Purchaser shall:

(a) Purchase Price to be paid in Cash at Closing. Pay to Seller at Closing the Purchase Price less the Earnest Money representing the Purchase Price to be paid at Closing;

(b) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent, and the payment of required funds owed by Purchaser pursuant to the terms of this Agreement.

Section 5.3 Closing Fees. Purchaser shall pay all closing costs and settlement fees of The Parker Law Firm, (the "Closing Agent") in connection with the Closing including, but not limited to, closing fees, title fees, state documentary transfer fees and taxes imposed on or in connection with the transaction contemplated in this Agreement.

Section 5.4 Real Estate Commission. Both parties hereby acknowledge that there are no real estate brokers or agents involved in this transaction or representing either party. Each party hereby indemnifies the other from any claims of any real estate agents or brokers with respect to this transaction.

Section 5.5 Cost of the Parties. All costs or expenses of performance of obligations hereunder and the consummation of the transactions contemplated herein which have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

ARTICLE SIX

PRORATED ASSESSMENTS AND TAXES

All ad valorem taxes for the tax year in which the Closing occurs shall be prorated at and as of the Closing. Such proration of current ad valorem taxes shall be based on the most recent tax bill. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not obtainable the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill.

ARTICLE SEVEN

DEFAULT; REMEDIES ON DEFAULT

Section 7.1. Seller's Default; Purchaser's Remedies. If Seller has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Purchaser may maintain an action for damages or a suit for specific performance or any other remedies to which Purchaser may be entitled to at law.

Section 7.2. Purchaser's Default; Seller's Remedies. If Purchaser has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Seller may maintain an action for damages or any other remedies to which Seller may be entitled to at law.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement; Counterpart Execution. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This Agreement may be executed in Counterparts, each of which shall be deemed an original and together constitute one instrument.

Section 8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns. Purchaser shall have the right to assign this Agreement with the prior written consent of Seller, which consent shall not be unreasonably withheld.

Section 8.3 Waiver; Modification. Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of either party's rights to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit or any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the Parties.

Section 8.4 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Section 8.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama.

Section 8.6 Article Headings. The article headings as used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any Article.

Section 8.7 Cumulative Remedies. Each and every of the rights, benefits, and remedies provided to Purchaser by this Agreement, or any instrument or documents executed pursuant to this agreement, are cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller. From and after Closing each and every of the rights, benefits and remedies provided to Seller by this Agreement, or any other documents or agreements delivered at, or in connection with, the Closing are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller.

Section 8.8 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 8.9 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 8.10 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the Closing of the transactions contemplated hereby, shall survive the Closing and shall not be merged therein.

Section 8.11 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid:

(a) If to Seller: Jefferson County, Alabama
Office of Community and Economic Development
Attn: Dr. Frederick Hamilton
716 Richard Arrington, Jr. Blvd. North
Suite A-430
Birmingham, Alabama 35203

Or to such other address as may have been furnished to Purchaser in writing by Seller.

(b) If to Purchaser: Daryl Torme Grant and Leola Grant or to such other address as may have been furnished to Seller in writing by Purchaser.

Any such notice, request, consent or other communication shall be deemed to be sufficiently given or served for all purchases when presented personally or by confirmed facsimile or delivered by express mail service or three (3) days after sent by registered or certified mail to any party hereto at the address set forth above or at such other address as any party shall subsequently designate in writing.

Section 8.12 Approval by Jefferson County Commission. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligations herein are subject to the approval of the Jefferson County Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama
James A. Stephens - Commission President

Witness

SELLER:

Daryl Torme Grant

Leola Grant

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-476

WHEREAS, it is necessary to revise WIA Grant Agreement 53-C to incorporate incentive funds in addition to the original allocation; and

WHEREAS, the amended total allocation is \$3,510,227.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the modification of WIA funds as reflected on WIA Plan 53-C.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-477

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for Workforce Innovation and Opportunity Act Funds; and

WHEREAS, the grant assistance approved is \$3,523,762.00 for the period 7/1/2016 - 6/30/2018.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the WIOA Grant Agreement No. 63-0.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-478

WHEREAS, a mortgage was executed by Susan D. Dickson and Johnny A. Dickson for the purchase of a property at 541 Seminole Drive, Fairfield, AL 35064 and recorded on August 4, 1994 in Real 1039, Page 931 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

BE IT FURTHER RESOLVED that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Human-Community Services and Economic Development is authorized to transfer Fifty Thousand & 00/100 Dollars (\$50,000.00) to the 2013 CDBG-DR Adger Storm Shelter Project budget. Funds will be transferred from the 2013 CDBG-DR McAdory Storm Shelter Project budget in the amount of \$50,000.00.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-480

BE IT RESOLVED BY THE ARSON COUNTY COMMISSION that the appointment of Walter L. McCarty to be re-appointed to the Mt. Olive Fire and Rescue District Board of Trustees, for a term ending June 2021, be and hereby is approved.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-481

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of John W. Wilson to be re-appointed on the Birmingham Fire District Board of Directors, for a five year term ending January 2021, be and hereby is approved.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-482

RESOLUTION PROVIDING FOR JEFFERSON COUNTY'S ANNUAL PARTICIPATION
IN THE "BACK-TO-SCHOOL SALES TAX HOLIDAY" AS AUTHORIZED BY

40-23-210 THROUGH 40-23-213, CODE OF ALABAMA 1975

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, 40-23-210 through 40-23-213, Code of Alabama 1975 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, the Jefferson County Commission has affirmatively voted to grant the exemption of county General Sales and Use Taxes (1%) on purchases covered by 40-23-210 through 40-23-213, Code of Alabama 1975 during the first weekend of August, beginning at 12:01 a.m. on the first Friday of each August and ending at twelve midnight on the first Sunday of each August, beginning with the first full weekend of August in 2016 and continuing each subsequent year thereafter during the first full weekend of August until and unless annual participation in the exemption is rescinded by further action of the county commission; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county General Sales and Use Taxes (1%) for the first full weekend of August herein adopted by the county commission is an amendment to the county's General Sales and Use Tax (1%) levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e).

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it does hereby provide for an exemption of the county General Sales and Use Tax (1%) on purchases of items covered by 40-23-210 through 40-23-213, Code of Alabama 1975 beginning at 12:01 a.m. on the first Friday in August and ending at twelve midnight on the first Sunday in August, beginning in August, 2016 and continuing each year thereafter until and unless annual participation is rescinded by further action of the county commission. The Jefferson County Commission DOES NOT GRANT a sales tax holiday for the remaining 1% Education Sales and Use Tax that is levied for educational purposes.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the June 23, 2016 meeting of the Jefferson County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name and on its behalf by its President on this the 23rd day of June, 2016.

James A. Stephens, President, Jefferson County Commission

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-483

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Bridge replacement and approaches of BIN 4911 on the southbound roadway of CR-65 (Minor Parkway) over BNSF Railroad to include traffic signal replacement. Length-0.319 miles. Project #BR-3713 (250), JCP 37-65-14, CPMS Ref. #100065369; Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 23rd day of June, 2016.

ATTESTED:

County Clerk

James A. Stephens

Chairman, County Commission

AGREEMENT-FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and JEFFERSON COUNTY, ALABAMA, (FEIN 63- 6001579) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the bridge replacement and approaches of BIN 4911 on the southbound roadway of CR-65 (Minor Parkway) over BNSF Railroad to include traffic signal replacement. Length-0.319 miles. Project #BR-3713 (250), JCP 37-65-14, CPMS Ref. #100065369.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2011)	\$ 407,542.73
FA Funds (2012)	533,000.00
FA Funds (2013)	533,000.00
FA Funds (2014)	533,000.00
FA Funds (2015)	533,000.00
FA Funds (2016)	533,000.00
FA Funds (2017-ADV)	217,860.11
County Funds	822, 600.71

Total (Incl. E&I and Indirect Cost) \$ 4,113,003.55

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract.

Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § I 1-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages,

claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

R. Exhibit M is attached hereto as a part hereof.

S. Exhibit N is attached hereto as a part hereof.

T. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

Clerk (Signature)

RECOMMENDED

State County Transportation Engineer

D. E. Phillips, Jr., P.E.

This agreement has been legally reviewed and approved as to form and content:

Jim R. Ippolito, Jr., Chief Counsel

Alabama Department of Transportation

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY

GOVERNOR OF ALABAMA

ROBERT BENTLEY

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 12,200' of buried and aerial cable at 4107 and along Taylors Ferry Road in Oak Grove.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the Utility Permits be approved. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-484

WHEREAS, Jefferson County, Alabama has conducted a lawful and. competitive bidding process for the 2016 Resurfacing Project, Phase I - Red of Seven (7) sites within Center Point, Project No. JCP RP-16-01, such certified bids having been open on June 6, 2016 and listed as follows:

Contractor	Amount Bid
1. MidSouth Paving, Inc.	\$1,324,037.28
2. DUNN Construction Co.	\$1,493,155.64

WHEREAS, after tabulation and certification by the Roads and Transportation Staff, it has been recommended that the contact for the 2016 Resurfacing Project, Phase I - Resurfacing of Seven (7) sites within Center Point, Project No. JCP-RP-16-01, be awarded to MidSouth Paving Company in the amount of \$1,324,037.28.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of Jefferson County Commission, is hereby authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-485

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. I to the Cahaba River and Trussville WWTPs and Al Seier Pump Station Phase II Improvements Project between Jefferson County and Brasfield and Gorrie, LLC. The Change Order reduces the total contract amount by \$584,877.00 from \$41,070,734.45 to \$40,485,857.45. This reduction in cost was accomplished by modifying the original scope of work through value engineering analysis, evaluation and negotiations between Jefferson County Environmental Services Department, CDM Smith and Brasfield and Gorrie, LLC.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-486

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the Agreement for Professional Engineering Services for Phase II Design, Bidding and Construction Services for the Cahaba River and Trussville WWTPs and Al Seier Pump Station between Jefferson County and CDM Smith for additional engineering and construction management services at the Cahaba River WWTP, Al Seier Pump Station and Trussville WWTP. This amendment increases the original contract amount by Three Hundred Four Thousand One Hundred and Fifty Dollars (\$304,150) from Three Million Three Hundred Thirty Two Thousand Eight Hundred Fifty Seven dollars (\$3,332,857) to a not to exceed amount of Three Million Six Hundred Thirty Seven Thousand Seven Dollars (\$3,637,007). This Amendment also increases the contract time by 6 months from 32 months to 38 months.

AMENDMENT NO. 1

TO THE AGREEMENT for PROFESSIONAL ENGINEERING SERVICES for

Phase II Design, Bidding and Construction Services for the Cahaba River and Trussville WWTPs and Al Seier Pump Station

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and CDM Smith Inc., hereinafter called "the CONSULTANT" to provide additional engineering services related to the Phase II Design, Bidding and Construction Services for the Cahaba River and Trussville Wastewater Treatment Plants (WWTPs) and Al Seier Pump Station.

WITNESSETH:

WHEREAS, Items were added to the design scope for the Cahaba River and Trussville WWTPs and the Al Seier Pump Station; and

WHEREAS, assistance is being provided for the negotiation and value engineering efforts to review and provide negotiation services with the single bidder on the Phase II design improvements project; and

WHEREAS, the CONSULTANT's level of effort for design services increased in response to the events described above; and

WHEREAS, the CONSULTANT's level of submittal review effort will increase due to changes in submittal review process agreed to with the general contractor during negotiation of value engineering cost credits; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The agreement between the parties, which was approved by Jefferson County Commission Stephens, President, and Jefferson County Commission on January 8, 2015, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I, SCOPE OF WORK

Amend Article I, Scope of Work, and Section 1 as follows:

Task S5, Assistance with Negotiation and Value Engineering

This task includes assisting JCESD with negotiation and value engineering efforts with the single bidder (i.e., Brasfield and Gorrie) for the Cahaba River WWTP and Trussville WWTP Phase 2 Improvements. It is not possible to predict the level of effort for this task, so we propose establishing an allowance of sixty thousand dollars (\$60,000.00). We also propose that CDM Smith provide periodic updates on expenditures and a summary of anticipated efforts to keep JCESD informed and in a position to redirect efforts if JCESD feels that adjustments are necessary.

Task D8, Additional Design Services

Items were added to the original design services task (Task D8) for the Trussville WWTP, Cahaba River WWTP, and the Al Seier Pump Station to improve system efficiency and lower costs. These are described below for each facility. CDM Smith provided JCESD with estimates for each task as the tasks were added to the list of requested additional items. The total estimated cost for the items to be added was One hundred sixty-four thousand one hundred fifty dollars (\$164,150.00).

Trussville WWTP

The following tasks were added to the scope of design for the Trussville WWTP as requested by JCESD.

1. UV system electrical and instrumentation and control (I&C) platform canopy – This task included the design of an open sided cover over the electrical and I&C control platform to make working on the systems safer and more practical during storm events.
2. Add air conditioning to alum metering structure – This task includes adding air conditioning to the previously designed alum metering system fiberglass structure.
3. Permit modification for the generator – This task involved evaluating options for permitting of a generator for the facility and preparing calculations and a submittal package to apply for an air permit for the new system. CDM Smith identified approaches to permitting (i.e., backup generation versus supplemental power generation) and worked with JCESD to define the differences in equipment requirements and costs and to select the proposed approach.

Cahaba River WWTP

The following tasks were added to the scope of design for the Cahaba River WWTP as requested by JCESD.

1. Chlorination of plant water and filter flushing water – The original scope included design of a tablet chlorinator for the disinfection of plant water. The scope was changed to include chlorination of the filter backwash water as well and to use hypochlorite solution instead of a tablet chlorinator.
2. Bypass from filter flash mix to filter effluent wet well – The original scope included performing an evaluation to determine the best approach to retrofitting to eliminate interruption of plant water supply when filters are taken out of service. The evaluation concluded that installation of a bypass from the filter flash mix box to the filter effluent wet well was the best way to achieve this. This task included adding the design of this bypass to the scope.
3. Repair of leaks between the Biological Nutrient Removal (BNR) treatment trains – During the Phase 1 construction it was determined that water was leaking under the wall between the two BNR trains. This task included adding repair of the leaks to the design.
4. Repair of BNR aeration basin end walls – During the Phase 1 construction it was determined that the end walls abutting the aeration basin surface aerators had been damaged and the mixers on the bottom of the surface aerator shafts were gone due to corrosion. This task includes adding repair of these issues to the design.
5. Modify UV system upgrade scope – The original scope included replacement of controls for the UV system. CDM Smith evaluated options and identified a more advantageous option. The more advantageous option was implemented, but required slightly more design effort.
6. Add concrete containment to the alum system design – The alum system was originally designed with double wall tanks and pipes, but JCESD operation staff were uncomfortable with not having a concrete containment system around the storage and feed systems. This task included redesign to add the required containment.
7. Add a ferric feed system for the sludge pump station – The consultant who designed the sludge conveyance pipeline requested the addition of a ferric feed system for the discharge pipe to the sludge pump station. This task included design of that system.
8. Add cleaning of Cahaba Influent Pump Station wet well to the construction contract scope.
9. Add de-ragging of the Cahaba Influent Pump Station pumps and piping to the construction contract scope.
10. Removal of influent screening system entrance gate – During the Phase 1 construction it was determined that the slide gate at the entrance to the influent screening system was very badly corroded. This gate is redundant with the gates directly downstream of it, so it isn't absolutely necessary. This item included addition of the removal of this gate to the construction contract scope.
11. Replacement of the existing grease pumps in the grit chamber grease system was added to the construction contract scope.
12. Redesign the influent screenings chute so it is steeper and add a bypass chute.
13. Add conduits to the two inside BNR oxidation ditch aerators to allow installation of oil pumps in the future.

14. Replace plant water piping at the BNR basins – The plant water piping hanging on the walls and walkways of the BNR basins is damaged from freeze events and other wear and tear. This task included adding the removal and replacement of the existing piping and addition of insulation and heat tracing to the construction contract scope.
15. Add air conditioning to the fiberglass enclosures for alum and ferric metering to the construction contract scope – These were originally designed with ventilation only. This task included redesign to add air conditioning.
16. Add proximity switches to the influent pump check valves to the construction contract scope.
17. Add oil level and pressure sensors for the hydraulic units associated with the influent pump station gates to the construction contract scope.
18. Add strap on flow meters to the influent pumps discharge pipes to improve control of the pumps during wet weather flows to the construction contract scope. The operating logic was also reworked to use this information.
19. Repair the middle influent gate in the UV structure – This gate leaks badly and dewatering of the structure is necessary make repairs. This was added to the construction contract scope and the maintenance of plant operation specifications were modified to lay out the logistics.
20. Add a tee, valve and cam lock connection to the sludge pump station discharge piping in the construction contract scope to allow pumping to a truck by JCESD operation staff if necessary.
21. Redesign the Influent Pump Station gate actuators and stems – The original scope included replacement of the Cahaba Influent Pump Station gate actuators and stems. After completion of design an idea for modification of the gate system rather than just replacement of the gate stems, operators and hydraulic system surfaced. The new approach would allow solving problems with corrosion and complex hydraulic systems. This task included implementing those ideas.

Al Seier Pump Station

The following tasks were added to the scope of the design as requested by JCESD.

1. Design a new seal water pumping system – This task involved designing a new seal water system to replace the existing seal water system. The new seal water system was located two levels above the existing system, which is on the bottom floor, which is prone to flooding.
2. Replace valve 7 – This task involved adding replacement of the 48" control valve on the discharge pipe to the Cahaba River WWTP including maintenance of facility operation considerations. This work was completed and then removed from the project once it was decided to do a complete rebuild of the existing Valve 7.
3. Add proximity switches to each of the five check valves – This task included addition of proximity switches and the necessary controls and logic to provide a failure if one of the pumps started and the check valve did not open.

Task G3A, Review of Shop Drawings and Other Submittals

Concessions made in the negotiation of value engineering credits with the proposed general contractor for the Cahaba River and Trussville WWTPs Phase 2 construction contract will result in increasing CDM Smith's shop drawing review effort. However, these concessions will also provide the contractor with better control of schedule and delivery for the project. CDM Smith assumes that the proposed changes will increase the number of submittals to be reviewed by 100 and will increase the cost of shop drawing review by \$80,000.

II. AMENDMENT TO ARTICLE II, TIME OF BEGINNING AND END

This amendment increases the contract time by 6 months from 32 months to 38 months to account for Task D8 Additional Design Services and Task S5 Assistance with Negotiation and Value Engineering, identified above.

III. AMENDMENT TO ARTICLE III, PAYMENT

For the Basic Services performed by the CONSULTANT under Section 1 of this Amendment, compensation from the OWNER shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges provided in Attachment B of the original agreement. This amendment increases the original contract amount by Three Hundred Four Thousand One Hundred and Fifty Dollars (\$304,150) from Three Million Three Hundred Thirty Two Thousand Eight Hundred Fifty Seven dollars (\$3,332,857.00) to a not to exceed amount of Three Million Six Hundred Thirty Seven Thousand Seven Dollars (\$3,637,007).

IV. AMENDMENT TO ARTICLE IV, MISCELLANEOUS PROVISIONS

Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, CDM Smith Inc. on the ____ day of _____ 2016, and the OWNER on the ____ day of _____ 2016.

CDM Smith Inc.

S. Wayne Miles, Senior Vice President

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

APPROVED BY:

James A. Stephens, President - Jefferson County Commission

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-487

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Steve Hall in the amount of Two Thousand Two Hundred and 00/100 (\$2,200.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Steve Hall in the amount of \$2,200.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-488

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Finest Jackson is hereby denied.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-489

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Brandon McDaniel is hereby denied.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-490

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Brittany Riley is hereby denied.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-491

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of John E. Sanders, Jr. is hereby denied.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-492

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Zdenek Novak in the amount of Eight Thousand Five Hundred Fifteen and 64/100 (\$8,515.64) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Zdenek Novak in the amount of \$8,515.64 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of John Hall, Jr. in the amount of Fourteen Thousand Five Hundred Ten and 92/100 (\$14,510.92) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to John Hall, Jr. in the amount of \$14,510.92 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-494

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Regina Blanding in the amount of Nine Thousand Seven Hundred Ninety Six and 10/100 (\$9,796.10) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Regina Blanding in the amount of \$9,796.10 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-495

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Willie and Carolyn Moss in the amount of Two Thousand Six Hundred Eighty Five and 25/100 (\$2,685.25) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Willie and Carolyn Moss in the amount of \$2,685.25 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-496

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Chevis Maze in the amount of Eighteen Thousand Seven Hundred Fifty Seven and 28/100 (\$18,757.28) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Chevis Maze in the amount of \$18,757.28 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-497

WHEREAS, Chapter 94 of Title 11 of the Code of Alabama (1975) authorizes the incorporation of port authorities as non-profit public corporations for the purpose of developing any property on or near any navigable river in this State for recreational, transformational, agricultural, industrial, and commercial purposes; and

WHEREAS, to incorporate a port authority as a non-profit public corporation, § 11-94-3 of the Code of Alabama (1975) provides that any number of natural persons not less than three shall file with the governing body of a county and with the governing body of any municipality located, in whole or in part, in such county, an application in writing for authority to incorporate a public corporation under the provisions of Chapter 94 of Title 11 of the Code of Alabama (1975) and the applicants shall attach to such application a proposed form of certificate of incorporation for such corporation; and

WHEREAS, the governing bodies of the county and the municipality shall each proceed to consider the application and determine whether each applicant is a duly qualified elector of and taxpayer in the county in which the application was filed and whether it is wise, expedient, necessary, or advisable that the authority be formed; and

WHEREAS, if said governing bodies of the county and the municipality shall each by appropriate resolution duly adopted find and determine that each applicant is a duly qualified elector of and taxpayer in the county in which the application was filed and that it is wise, expedient, necessary, or advisable that the authority be formed, the governing bodies of the county and the municipality shall authorize the persons making such application to proceed to form such authority and shall approve the form of certificate of incorporation proposed to be used in organizing such authority; and

WHEREAS, an application for authority to incorporate the Birmingham-Jefferson County Port Authority (the "Application") and the proposed form of the certificate of incorporation for such public corporation were duly filed with the Jefferson County Commission, a copy of said Application and the proposed form of the certificate of incorporation being attached hereto as an exhibit; and

WHEREAS, the Jefferson County Commission has considered the Application and the proposed form of the certificate of incorporation; and WHEREAS, the Jefferson County Commission finds and determines based on the attestations and affirmations of each of the applicants contained in the Application that each applicant identified in the Application is a duly qualified elector of and taxpayer in Jefferson County, Alabama; and

WHEREAS, the Jefferson County Commission finds and determines that it is wise, expedient, necessary, or advisable that the Birmingham-Jefferson County Port Authority be formed; and

WHEREAS, § 11-94-7(a) of the Code of Alabama (1975) provides that the Birmingham Jefferson County Port Authority shall have a board of directors consisting of five members with two directors elected by the Jefferson County Commission, two directors elected by the Birmingham City Council, and one director elected jointly by the Jefferson County Commission and the Birmingham City Council; and

WHEREAS, § 11-94-7(a) of the Code of Alabama (1975) further provides that the directors shall be so elected that they shall hold office for staggered terms, the first term of office of one of the two directors elected by the Jefferson County Commission shall be for two years, the first term of office of the other director elected by the Jefferson County Commission shall be for four years, the first term of office of the director elected jointly by the Jefferson County Commission and the Birmingham City Council shall be for five years, and thereafter the term of office of each director shall be five years.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That in compliance with § 11-94-3 of the Code of Alabama (1975), the Jefferson County Commission has considered the Application filed with the Jefferson County Commission seeking authorization to incorporate and form the Birmingham-Jefferson County Port Authority, the Jefferson County Commission finds and determines that each of the applicants identified in the Application is a duly qualified elector of and taxpayer in Jefferson County, Alabama, and further finds and determines that it is wise, expedient, necessary, or advisable that the Birmingham-Jefferson County Port Authority be formed.
2. That the Jefferson County Commission hereby approves the proposed certificate of incorporation that was filed with the Jefferson County Commission as an exhibit to the Application for use in incorporating and organizing the Birmingham-Jefferson County Port Authority.
3. That the Jefferson County Commission hereby authorizes those applicants identified in the Application to proceed to form the Birmingham-Jefferson County Port Authority in accordance with Chapter 94 of Title 11 of the Code of Alabama (1975).
4. That pursuant to § 11-94-7(a) of the Code of Alabama (1975), the Jefferson County Commission elects the following individuals to the inaugural board of directors of the Birmingham - Jefferson County Port Authority:
 - a. The Jefferson County Commission elects Randy Wilhelm as one of its directors for the Birmingham-Jefferson County Port Authority and Mr. Wilhelm's first term of office shall be for a period of two years as provided by § 11-94-7(a) of the Code of Alabama (1975);
 - b. The Jefferson County Commission elects David Roberson as one of its directors for the Birmingham-Jefferson County Port Authority and Mr. Roberson's first term of office shall be for a period of four years as provided by § 11-94-7(a) of the Code of Alabama (1975); and

c. The Jefferson County Commission elects Jonathan Porter to serve as the director for the Birmingham-Jefferson County Port Authority elected jointly by the Jefferson County Commission and the Birmingham City Council, Mr. Porter already having been elected by the Birmingham City Council, and Mr. Porter's first term of office shall be for a period of five years as provided by § 11-94-7(a) of the Code of Alabama (1975).

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

- A. Agreement with Blount Linen Services, Inc. to provide inmate laundry services for the Jefferson County Jail at Birmingham and Bessemer for the period June 3, 2016 - September 3, 2016 in an amount estimated to be \$60,000
- B. Agreement with Allen E. Shealy, Ph.D. (Shealy and Holt) to provide pre-employment psychological screening for applicants for Deputy Sheriff and Reserve Deputy Sheriff positions for the period January 1, 2016 - December 31, 2019 at a cost of \$125 per evaluation and \$67.50 for any re-testing of an applicant

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-499

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Kimberley to assist in the purchase of a galvanized steel storage building and two heavy duty steel wire shelves for storage for the Kimberly Senior Center in the amount of \$508.98

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, the City of Kimberly, Alabama ("Kimberly"), applied for a grant of funds for \$508.98; and
WHEREAS, Kimberly is a municipality located within Jefferson County, Alabama, which seeks to purchase a galvanized steel storage building and two heavy duty steel wire shelves for storage for the Kimberly Senior Center; and

WHEREAS, Kimberly meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$508.98 to Kimberly, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 30, 2017.
2. The County shall pay to Kimberly a lump sum payment of \$508.98 upon execution of this agreement.
3. Kimberly shall use the public funds to purchase a galvanized steel storage building and two heavy duty steel wire shelves for storage for the Kimberly Senior Center.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Kimberly shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

5. Kimberly shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Kimberly for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Kimberly representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Kimberly representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Kimberly, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Kimberly shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF KIMBERLY

Bob Ellerbrock, Mayor

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-500

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Warrior to assist in the purchase of chairs, tables and storage bins for a community storm shelter located with the City of Warrior in the amount of \$2,600.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the City of Warrior, Alabama ("Warrior"), applied for a grant of funds for \$2,600.00; and

WHEREAS, Warrior is a municipality located within Jefferson County, Alabama, which seeks to purchase chairs, tables and storage bins for a community storm shelter it is in the process of building within the City of Warrior; and

WHEREAS, Warrior meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,600.00 to Warrior, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 30, 2017.
2. The County shall pay to Warrior a lump sum payment of \$2,600.00 upon execution of this agreement.
3. Warrior shall use the public funds to assist in the purchase of chairs, tables and storage bins for a community storm shelter located with the City of Warrior.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Warrior shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

5. Warrior shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof All such financial records and supporting documents shall be retained and made available by Warrior for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Warrior representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Warrior representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Warrior, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other

public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Warrior shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF WARRIOR, ALABAMA

Johnny L. Ragland, Mayor

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-501

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Deputy District Attorneys Lauren Breland, Blair Shores and Nicholas Rayburn - Birmingham Division to forward County compensation/benefits to the Office of Prosecution Services.

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys' offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA. *In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby authorizes to have his County provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.

2. By execution below, the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.
3. The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
5. The effective date of this Agreement shall be _____, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Brandon K. Falls, District Attorney - Birmingham Division

_____, Deputy District Attorney - Birmingham Division

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-502

This Resolution is made this 23rd day of June, 2016, by the Jefferson County Commission (the County), to grant a tax abatement and other economic incentives to ServisFirst Bank ("ServisFirst").

WHEREAS, ServisFirst has announced plans to relocate its corporate headquarters and construct an office building in the City of Homewood; and

WHEREAS, the construction of the Project will involve a capital investment of \$27,000,000; and

WHEREAS, ServisFirst is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Economic Development Agreement; and

WHEREAS, the County represents and warrants to ServisFirst that it has power under the constitution and laws of the State of Alabama to carry out the provisions of the Economic Development Agreement; and

WHEREAS, Jefferson County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient public purpose; and

WHEREAS, ServisFirst has purchased property in the City of Homewood located in the County (the "Project Site") and plans to build a new corporate headquarters (the "Project") located at the Project site; and

WHEREAS, the Project will involve an anticipated investment from ServisFirst of \$27,000,000 and is expected to result in the creation of 50 new jobs (with an average annual salary of \$60,000) within the County over the next three (3) years which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, an assessment and evaluation required by the County's Fiscal Policy has been performed and on _____, 2016, a notice was published in the Birmingham News which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on _____, 2016, at 9:00 a.m., as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Development Agreement with ServisFirst to provide economic incentives of \$40,000 contingent on the completion date of the Project and the hiring of up to 50 full time employees with an average annual salary of \$60,000 at the Project Site as fully set forth in the Development Agreement.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by ServisFirst within the County; the promotion, advance and growth of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditures of public funds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending its credit or grant funds or things of value is to ServisFirst.

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this "Agreement") is made and entered into as of the day of, 2016 (the "Effective Date"), by and between Jefferson County, Alabama (the "County"), and ServisFirst Bank, its successors and assigns ("ServisFirst").

WHEREAS, the County enthusiastically supports and encourages economic and industrial development in order to develop a solid and diverse local economy, to increase employment opportunities, to broaden the County's tax base, to increase revenues and to provide necessary and improved services to the citizens of the County; and

WHEREAS, ServisFirst, an Alabama banking corporation, has announced plans for a new project in which it will relocate its corporation headquarters and construct an office building within the jurisdiction of the County (the "Project"); and

WHEREAS, Amendment No. 772 of the Constitution of Alabama (1901) (Section 94.01(a) of the Recompile Constitution of Alabama, hereinafter referred to as "Amendment 772"), authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic development of the County; and

WHEREAS, the Project will be located in the City of Homewood which is within the jurisdiction of the County; and

WHEREAS, the Project will involve an anticipated investment from ServisFirst of \$27,000,000 and is expected to result in the creation of at least 50 new jobs (with an average annual salary of \$60,000) within the County by November 30, 2019, which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, it is projected that the County will also gain \$410,000 in educational tax revenue from the Project over a ten-year period; and

WHEREAS, the Project's North American Industry Classification System (NAICS) Code, 551114, meets the qualifications of a Corporate, Subsidiary or Regional Managing Office in accordance with Section 40-9B-3(6), Code of Alabama 1975, as amended; and

WHEREAS, pursuant to Section 40-9B-1, et seq., Code of Alabama (1975), ServisFirst has been granted from the City of Homewood an abatement of:

1. All state and local non-educational property taxes,
2. All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education, and/or
3. All mortgage and recording taxes; and

WHEREAS, the County has determined that in addition to the tax abatement incentives provided by the City of Homewood, additional economic incentives are warranted; and

WHEREAS, in compliance with Amendment 772, the governing body of the County approved at a public meeting on , a resolution containing a determination by such governing body that the expenditure of public funds as set forth herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, in compliance with Amendment 772, at least seven (7) days prior to the aforementioned public meeting, the County did cause to be published in the Birmingham News, the newspaper having the largest circulation in the County, a notice describing in reasonable detail the action proposed to be taken at such public meeting, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the County proposed to lend its credit or grant public funds or thing of value; and

WHEREAS, to induce ServisFirst to develop the Project in the County, the County has agreed to provide certain incentives to ServisFirst in the form of the County Assistance, as defined herein; and the County desires to have ServisFirst locate its operations in the County by undertaking the Project; and

WHEREAS, as a result of the tax abatements and other incentives provided by the City of Homewood and the County Assistance ServisFirst has decided to undertake the Project; and

WHEREAS, the County finds it necessary, proper and in the public interest in accordance with Amendment 772, that the County should enter an Agreement with ServisFirst pursuant to which ServisFirst will undertake the Project and the County will provide the County Assistance in support of the Project in accordance with the terms and conditions of this Agreement, which will promote the economic and industrial development of the County and accordingly is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment 772; and

WHEREAS, the County does hereby ascertain, determine, declare and find that the development and implementation of the Project with the County Assistance in support of the development and implementation of the Project provided in this Agreement is in the best interest of the County and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting local economic and industrial development and stimulating the local economy; increasing population and employment opportunities in the County; and promoting the development and expansion of business enterprises in the County, all which inure to the economic health of the County and constitute important public benefits to the County and its citizens; and

WHEREAS, ServisFirst is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the County represents and warrants to ServisFirst (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of Amendment 772) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the County.

NOW THEREFORE, the County and ServisFirst, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

AGREEMENT

The County will pay to ServisFirst Forty Thousand and no/100 (\$40,000.00) Dollars subject to the following terms and conditions (the "County Assistance"):

- (a) ServisFirst agrees to hire a minimum of 50 new full-time employees at an average annual salary of \$60,000 at the Project by November 30, 2019 (the "Jobs Commitment").
- (b) ServisFirst shall provide the County with a report certified by an authorized representative of ServisFirst certifying the Jobs Commitment.
- (c) The County agrees to pay to ServisFirst \$40,000 within thirty (30) days of receiving such report. In the event ServisFirst fails to satisfy the Jobs Commitment as stated above, or fails to provide the certified report described in (b) above, the County shall withhold any payment until such time as an authorized representative of ServisFirst certifies in writing that the Jobs Commitment has been met.

GENERALLY

Compliance. If ServisFirst fails to comply with any provision in this Agreement within twenty (20) days after written notice of noncompliance from the County, or if any of the material statements contained herein are determined to have been misrepresented whether intentionally, negligently, or otherwise, and such misrepresentation (if made accurately) would have rendered ServisFirst ineligible for the incentives set forth in this Agreement, the County may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed.

Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

Amendment; Termination. This Agreement may be amended or terminated upon mutual consent of ServisFirst and the County.

This Agreement is executed as of the Effective Date.

SERVISFIRST BANK

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-503

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective June 27, 2016, with the appointment of Danielle Cater in the District 5 Commission Office, the annual salary for the following position is hereby set as follows, said amount being within the FY2015-2016 budget for such office.

- 1) Appointed Confidential Secretary (classification #094601): \$52,000 per annum

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jefferson County Commission

Unusual Demands

6/23/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001600	TREASURER	100193	JEFFERSON CO TREASURER	PETTY CASH OFFICE SUPPLY INK CARTRIDGES	96.99	162255	5095
10001600	TREASURER	100193	JEFFERSON CO TREASURER	PETTY CASH OFFICE SUPPLY BLACK; INK CARTRIDGES	75.98	162260	5095
TOTAL					172.97		
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	2016 ASFM CERTIFICATION -JEFF GUNTER	70.00	181776	4986
TOTAL					70.00		
10002200	INFORMATION TECH	100193	JEFFERSON CO TREASURER	Alabama Digital Government Summit Maurice Myers	25.00	161953	5020
TOTAL					25.00		
10002210	IT SYS DEV/ADMIN	133728	MAURICE W MYERS	Reimbursement from travel to IHTT	77.81	162460	5120
TOTAL					77.81		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED OAK PLYWOOD AND LUMBER	338.39	161383	4908
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 10 SHEETS OF NEWS BOARD	16.86	161811	4994
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PUTTY AND SANDING BELTS FOR GSOC	67.14	161969	5026
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED STRETCH WRAP PLASTIC FOR GSOC	244.46	162118	5048
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED DRYWALL, MUD, TAPE FOR BHAM COURTHOUSE	275.10	162182	5082

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WELDING RODS AND MISC. SUPPLIES FOR GSOC	230.40	162192	5084
TOTAL					1172.35		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Shower Shoes/Socks far Residents	142.90	162208	5090
TOTAL					142.90		
10004800	STORM WATER MGT	100193	JEFFERSON CO TREASURER	UDPC certification for ZMC Envirocert	100.00	161564	4950
TOTAL					100.00		
10006313	FAMILY CT PROGRAMS	100193	JEFFERSON CO TREASURER	SD CARD FO VIDEO CAMERA, FLASH DRIVES	179.96	159751	4655
TOTAL					179.96		
21305100	ROADS AND TRANS AMN	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT OVERAGE A DODD	4.20	161244	4894
TOTAL					4.20		
21305400	R&T HWY ENG CON	100193	JEFFERSON CO TREASURER	CERTIFIED MAIL, WATER, TANK, PLUG, PUMP, TAPE, PAINT	214.59	161157	4889
21305400	R&T HWY ENG CON	100193	JEFFERSON CO TREASURER	MARKING WAND, MOUSE PAD, COMP SPEAKERS, 6/7 BLADE	187.86	162152	5061
TOTAL					429.45		
21305500	R&T HWY MAINT	100193	JEFFERSON CO TREASURER	TOOLS, CDL RENEWAL, TRACTOR	279.38	162134	5060
TOTAL					279.38		
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE LUCY LIPP STAMPS FOR SCSEP MAILINGS	47.00	160964	4857
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE LAUREN STEWART ITEMS FOR SR PAG/FAIR	84.13	160965	4858
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE LAUREN STEWART ITEMS FOR SR PAGEANT 16	48.97	160966	4858
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS LUNCH LEARN ITEMS CARES	20.00	160967	4859
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS SR PAGEANT	50.00	160968	4859
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS PAGEANT EXPENSES	27.00	160969	4859
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS SR PAGEANT GIFTS	31.40	160970	4859
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS SR PAGEANT ITEMS	109.17	160971	4859
24303200	SENIOR CITIZEN SVCS	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE WILLIAMS BREAKFAST PAGEANT	44.11	160972	4859
TOTAL					461.78		
50102601	FLEET MGT ADM100193	JEFFERSON CO TREASURER	Cert frame, fuel, proj cable, pest control	144.39	160705	4809	
TOTAL					144.39		
60407100	ESD GENERAL AMN	100193	JEFFERSON CO TREASURER	TRAINING REGISTRATION	150.00	161936	5014
TOTAL					150.00		
60407101	SEWER BILLING	134127	KAREN CORRY	REFUND FOR OVERPAYMENT	76.98	161460	3209
60407101	SEWER BILLING	134242	GORDONL HANCHEY	REFUND FOR OVERPAYMENT	1370.22	161464	3209
60407101	SEWER BILLING	134253	'MITZI R PERKINS	REFUND FOR OVERPAYMENT	19.43	161461	3209
60407101	SEWER BILLING	134368	THOMAS NASH	Refund for overpayment	361.96	161720	3209
60407101	SEWER BILLING	134369	JOHNNY GILLILAND	REFUND FOR OVERPAYMENT	87.81	161723	3209
TOTAL					1916.40		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	KEYS; BATTERIES;POWERADE;PART S;FUSES;SNUBBERS;	302.54	161745	4978
TOTAL					302.54		
60407250	SEWER LINE MNT ADM	100193	JEFFERSON CO TREASURER	MAGNETIC CLIPS FOR DISPATCH OFFICE	8.97	160830	4826
TOTAL					8.97		
60407252	VILLAGE CREEK LINE	100193	JEFFERSON CO TREASURER	REWIND STARTER, LOOP HANDLE FOR WEED EATER	79.75	160832	4827
TOTAL					79.75		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	SHIPPING CHARGES FOR A CAMERA TO BE REPAIRED	64.84	160834	4829
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	UPS CHARGES FOR SHIPPING A CAMERA FOR REPAIRS	32.42	160836	4830
TOTAL					97.26		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	RECORD BOOK; HOSE FOR PUMP; INK; FAN; PARKING; BELT	827.44	161457	4923
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	GAS CAN; H & H PUMP; FLASHLIGHT; BATTERIES	90.67	162116	5046
TOTAL					918.11		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Swimming pool skimmer for duck weed	24.60	154514	4224
TOTAL					24.60		
60407306	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for paint , paint thinner, WRENCH	75.80	161731	4832
TOTAL					75.80		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	REQCGARNER SWITCH PAINT PLUMBING WHEELS	490.31	161519	4941
TOTAL					490.31		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BATTERY	352.00	161926	5009
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	bearings-SEAL	79.91	161927	5009
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	V=BELT	18.90	161928	5009
TOTAL					450.81		
60407320	FIVE MILE WWTP MAINT	100193	JEFFERSON CO TREASURER	GLUE; ADAPTER, TIRE REPAIR KIT	32.11	161468	4927
TTOAL					32.11		
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	MAP/PROPANE GAS	164.28	161925	5009
TOTAL					164.28		
60407324	WWTP INSTRU MAINT	100193	JEFFERSON CO TREASURER	EVO MICRO CARD; ROLL PEN; RD.BRUSH; WATER; SPRAYER	153.49	161749	4980
TOTAL					153.49		
70101720	PERSONNEL BD ADM	100193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT J CRENSHAW	63.61	160999	4867
70101720	PERSONNEL BD ADM	133691	JEFF CRENSHAW	MILEAGE REIMBURSEMENT JEFF CRENSHAW	109.08	161725	4974
TOTAL					172.69		
70101750	PER BD TESTING	100193	JEFFERSON CO TREASURER	Mileage Reimbursement - R. Scruggs	30.78	162060	5041
TOTAL					30.78		
70101755	PER BD TRAINING	100193	JEFFERSON CO TREASURER	Employee Mileage Reimbursement-J. Berry	63.18	161567	4951
TOTAL					63.18		
70204500	EMA	120923	ALABAMA FIRE COLLEGE	REIMBURSEMENT FOR GRANT FUNDED TRAINING	2360.00	161080	4878
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR GRANT FUNDED TRAINING	2400.00	161081	4879
GRAND TOTAL					\$13,151.27		

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the Unusual Demands be approved.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-504

WHEREAS, Jefferson County desires to support community programs which enhance the quality of life of its citizens; and

WHEREAS, UAB Medicine in collaboration with the United States Department of Health and Human Services, the American Association of Motor Vehicle Administrators, and the Alabama Law Enforcement Agency has developed a short educational video promoting organ donation with the theme "Cherish Life"; and

WHEREAS, organ donation has proven to be a highly successful method of improving and, in many instances, saving the lives of thousands of Jefferson County citizens; and

WHEREAS, UAB Medicine desires to present the organ donation video at local driver license offices at no cost to the County;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County wishes to participate in this important organ donation program for the benefit of its citizens and approves the presentation of the video at Jefferson County driver license offices.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-505

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

For Week of 5/27/16 - 6/2/16

1. COMMUNITY & ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION INCORPORATED, BESSEMER, AL TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 06/23/2016 - 06/22/2017.
REFERENCE BID # 57 - 16
2. COMMUNITY & ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION LLC., REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 06/23/2016 - 06/22/2017. REFERENCE BID # 57 - 16
3. COMMUNITY & ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION INCORPORATED, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 06/23/2016 - 06/22/2017.
REFERENCE BID # 74 - 16
4. COMMUNITY & ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 06/23/2016 - 06/22/2017. REFERENCE BID # 74 - 16

For Week of 6/3/16 - 6/9/16

1. ENVIRONMENTAL SERVICES - WWTP, FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO AWARD BID FOR ESD STANDBY GENERATOR PREVENTATIVE MAINTENANCE FOR THE PERIOD OF 09/02/2016 - 08/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 61 - 16
2. COMMUNITY & ECONOMIC DEVELOPMENT FROM ACCELERATED RISK MANAGEMENT, BIRMINGHAM, AL, TO AWARD BID FOR LEAD BASED PAINT DETECTION SERVICES FOR THE PERIOD OF 06/23/2016 - 06/22/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 67 - 16
3. GENERAL SERVICES FROM HONEYWELL D/B/A ADI, BIRMINGHAM, AL, TO AWARD BID FOR SECURITY VIDEO CAMERAS FOR THE PERIOD OF 06/23/2016 - 06/22/2017 TO BE PURCHASED ON AN AS NEEDED BASIS.
MUNIS# 16043 REFERENCE BID # 82 - 16

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-506

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/27/16 - 6/2/16 AND 6/3/16 - 6/9/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-507

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify Regions Bank credit card statement with closing date of May 31, 2016 and Jefferson Credit Union credit card statement with closing date of June 3, 2016.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.

Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

STAFF DEVELOPMENT

Multiple Staff Development

Family Court

Neal Resmondo	\$874.84
Larry Hooks	\$752.81
Louisiana Assn of Drug Court Professionals Conference New Orleans, LA – February 3-5, 2016	
Darren Hardy	\$1,181.16
Susan Moon	\$1,181.16
Kenneth McMullen	\$1,172.98
APPA Winter Institute Atlanta, GA – January 31 – February 3, 2016	
Rebecca Snoddy	\$603.23
Marsha Carter	\$603.23
Alabama Conference of Social Work Orange Beach, AL –February 24-26, 2016	

Information Technology

Theresa Smith	\$3,231.17
Olukemi Niyiladipo	\$3,231.17
Kronos Workshop Orlando, FL – November 13-16, 2016	

Individual Staff Development

County Attorney

Brent Grainger	\$716.52
CLE Seminar Orange Beach, AL – May 5-8, 2016	

County Manager

Justin Smith	\$456.74
Overview of County Government Prattville, AL – July 13,14, 2016	

General Services

Jeff Smith	\$2,284.59
IACREOT Conference Memphis, TN – June 25 – July 1, 2016	

Inspection Services

Michael Thomas	\$2,400.76
International Code Council Plan Institute Myrtle Beach, SC – July 31 – August 6, 2016	

Office Senior Services

Stefanie Franklin	\$430.74
Business Acumen and A4A meeting Atlanta, GA- June 7-9, 2016	

Revenue

Edgar Woodis	\$1,513.90
Tax Audit Atlanta, GA – July 24-29, 2016	

Tax Assessor - Bessemer

Charles Winston	\$861.13
Management and Supervision Montgomery, AL – July 12-15, 2016	

For Information Only

Personnel Board

Colandus Murray	\$1,910.43
2016 Infor Conference New York, NY – July 9-13, 2016	
Matt Wilson	\$224.00
IPAC Conference Sacramento, CA – July 31 – August 3, 2016	

Cynthia Holiness \$1,257.05
GFOAA Conference
Orange Beach, AL – August 17-20, 2016

Sheriff's Office

Caye Alexander \$2,078.86
Angela Frazier \$2,078.86
William Powell \$2,078.86
Anti Gang Workshop
Kissimmee, FL –July 31 – August 6, 2016
Shane Bates \$796.19
Basic Narcotic Investigation
Mobile, AL – June 19-24, 2016

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that Staff Development be approved.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-508

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide maintenance support for Brocade fiber channel storage area network (SAN) switches supporting the County Data Center for the period September 10, 2016 - September 9, 2017 in the amount of \$4,948.

CONTRACT NO.: 00006379

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of June 2016, between Jefferson County, Alabama, hereinafter referred to as "the County; and TekLinks, Inc. hereinafter referred to as the "Contractor" to provide Brocade SAN Switch Maintenance Support Renewal.

WITN ESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00006379. The original contract between the parties referenced above, was approved by the Commission on August 14, 2014, MB 166, Pages 541-542 and Amendment I approved on September 10, 2015, MB 168, Page 530.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$4,948.00

AUTHORIZATION TO PERFORM WORK: September 10, 2016 - September 9, 2017

All other terms and conditions of the original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

TekLinks, Inc.

James Stephens, President

_____, Authorized Representative

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted.
Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-509

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and GKR/Venture Technologies to provide maintenance support for Brocade fiber channel storage area network (SAN) switches supporting disaster recovery site for the period May 10, 2016 - May 9, 2017 in the amount of \$8,172.80.

CONTRACT NO: 00007391

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of May 2016, between Jefferson County, Alabama, hereinafter referred to as "the County;~and GKR Venture Technologies, hereinafter referred to as the "Contractor" to provide Brocade 5300 Fiber Channel Switch Maintenance Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00007391. The original contract between the parties referenced above, was approved by the Commission on June 18, 2015, MB 168, Page(s) 218 - 220.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$8,172.80

AUTHORIZATION TO PERFORM WORK: May 10, 2016 - May 09, 2017

All other terms and conditions of the original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

Venture Technologies

James Stephens, President

_____, Authorized Representative

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-510

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and Unisoft International, Inc. (SMA Solutions)to provide limited site license and software maintenance support for mainframe and Data Center server's job scheduling software for the period September 1, 2016 - August 31, 2017 in the amount of \$76,738.

CONTRACT NO: 00007371

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of June 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Unisoft International, Inc (SMA Solutions) hereinafter referred to as the "Contractor" to provide SMA OpCon Limited Site License and Software Maintenance Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00007371. The original contract between the parties referenced above, was approved by the Commission on June 18, 2015, MB 168, Page(s) 214 - 216.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$76,738.00

AUTHORIZATION TO PERFORM WORK: September 1, 2016 - August 31, 2017

All other terms and conditions of the original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

Unisoft International, Inc

James Stephens, President

_____, Authorized Representative

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Jun-23-2016-511

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Addendum to the Agreement between Jefferson County, Alabama and E-Ring.Com. Inc., d/b/a E-Ring, Inc. to provide enhancements to the Citizen Portal of the taxing software and to add several filters and codes for internal use for the Board of Equalization in the amount of \$29,000.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT
PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM (this "Addendum") is entered into this 13th day of May, 2016 by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 (the "Agreement"), which was approved by the County on September 28, 2010, at M.B. 160, Pg. 487;

WHEREAS, the Agreement was amended pursuant to Amendment to Contract dated as of January 28, 2011, and approved by the County on February 8, 2011, at M.B. 161, Pg. 260; Addendum dated as of January 24, 2012, and approved by the County on January 24, 2012, at M.B. 162, Pgs. 536-537; Amendment to Contract dated as of February 3, 2012, and approved by the County on February 14, 2012, at M.B. 162, Pg. 599; and Amendment to Contract dated and approved by the County on May 16, 2013, at M.B. 165, Pg. 25-26.

WHEREAS, the County desires E-Ring to provide certain professional services as specified herein according to the terms hereof and the terms specified in the Agreement and E-Ring is willing to perform such services according to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E-Ring and the County hereby agree as follows:

1. Statement of Work.

1.1 Work to be performed. E-Ring, with assistance and support of the County as described below, agrees to diligently undertake, perform and complete the following project (the "Project") for the County: See Attachment listed as BOE changes - Exhibit A

1.2 Project Milestones and/or Completion Date. E-Ring and the County expect that the Project will be completed according to the following schedule:

(a) All items will be completed and loaded to the test machine for acceptance 45 days from the contract date.

1.3 Deliverables and/or Results. All items will be delivered based as custom enhancements to the current software with necessary documentations.

1.4 Acceptance Criteria. The County will be deemed to have accepted the above-specified deliverables and/or final results of the Project and the Project will therefore be deemed completed, when the county tests the enhancements and approves to be loaded to production system. The county will have 10 working days to complete this activity from the date of delivery.

1.5 Project Fees. The fees payable to E-Ring in connection with the Project are: lump sum of Twenty nine thousand Dollars 29,000 payable upon acceptance. Once paid the deliverables will be loaded to production machine. Any such costs in excess of \$29,000 shall be pre-approved by the County.

1.6 Reimbursable Costs and Expenses. The County shall reimburse E-Ring for all reasonable and necessary out-of-pocket costs and expenses incurred by E-Ring during the performance and in furtherance of the Project. Estimate for these costs is \$2,500.

2. Payment Terms. In exchange for E-Ring's completion of the Project, or each phase of the Project (if and as applicable), the County shall pay to E-Ring the applicable fees and reimbursable costs indicated above, with each said amount being due in full within thirty (30) days the date of invoice. If the County shall dispute any amount invoiced by E-Ring, it shall notify E-Ring in writing within fourteen (14) days after receipt of the relevant invoice and shall make payment of any amounts not in dispute as shown above. The County shall, upon resolution of any disputed amount invoiced by E-Ring, promptly make payment to E-Ring for the agreed amount.

3. Maintenance and Support. In consideration for the County's payment to E-Ring of the following maintenance and support fees, E-Ring shall provide Maintenance and Support Services for such deliverables according to the terms and conditions of the "Maintenance and Support Services Agreement," as amended, that is attached to and incorporated in the Agreement.

4. County Assistance. For the sole purpose of facilitating E-Ring's completion of the Project, the County shall provide E-Ring with access to any software, data, systems, facilities and personnel as reasonable requested and required by E-Ring. The County understands and acknowledges that its delay in providing access to such resources will impact E-Ring's ability to complete the Project according to the schedule specified herein.

5. Licensed Software and Documentation. Any software and documentation included in the deliverables provided by E-Ring hereunder shall be included in the definitions of "Software" and "Documentation," as applicable, as stated in the Agreement and shall thus be owned by E-Ring and licensed to the County according to the terms and conditions of the Agreement.

6. Non-Restrictive Relationship. Nothing in this Addendum or the Agreement will be construed to preclude E-Ring from independently developing, acquiring or obtaining technology or performing technology development services or other services to or for

any third party, whether or not such technology and/or services may be the same as or similar to the technology and/or services to be provided by E-Ring hereunder.

7. Termination. The County may at any time, with or without cause and at its convenience, terminate this Addendum by providing E-Ring with thirty (30) days advance written notice of termination. In the event of a termination under this Section 8, the County shall pay to E-Ring a portion of the project fees which bears the same ratio to the total project fees that the approved work at the time of termination bears to the completed Project, less any amounts already paid to E-Ring, and shall reimburse E-Ring for all approved costs and expenses incurred by E-Ring prior to the termination date.

8. Effect of This Addendum. This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and set-vices to be provided by E-Ring under this Addendum, to the extent applicable. In the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof Execution of the Addendum satisfies the Parties obligations pursuant to Sections 13.1 (Service Requests), 13.2 (Price Quotes) and 13.3 (Acceptance of Price; Quotes) of the Maintenance and Support Services Agreement for purposes of the subject natter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Parties. This Addendum may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties. All other terms and conditions of the original and amended contracts remain the same.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

E-RING.COM, INC.

Raj Radharkrishnan, CEO

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, July 14, 2016.

The Jefferson County Commission re-convened in regular session at the Birmingham Courthouse on June 29, 2016 at 9:00 a.m., for the purpose of discussion and consideration of two new items of business, James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the following item be added as New Business. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that this resolution is made this 29th day of June, 2016, by the Jefferson County Commission (the "Granting Authority") to grant a tax abatement for Alabama Land Holdings, LLC, a Delaware limited liability company ("ALH"), and Alabama Equipment Holdings, LLC, a Delaware limited liability company ("AEH", and together with ALH, the "Companies").

WHEREAS, in order to promote local economic and industrial development, ALH, desires to acquire and develop that certain parcel of real property, aggregating approximately 48.57 acres, located within Jefferson County, Alabama (the "Project Site"), together with two facilities aggregating approximately one million square feet situated thereon and commonly known as the "Meadowcraft Facilities" (collectively, the "Facilities"), and AEH desires to install and equip certain items of machinery, equipment, furniture, fixtures, and other personal property at the Facilities necessary for certain manufacturing operations therein including, without limitation, the production of vehicle-related products (the acquisition and development of the Facilities, together with the installation and equipping of the machinery, equipment, furniture, fixtures, and other personal property at the Facilities and subsequent manufacturing operations at the Facilities hereunder sometimes collectively referred to as the "Project"); and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Ala. Code §§ 40-9B-1 *et seq.*) (the "Act"), the Companies have requested from the Granting Authority an abatement for the Project of (i) all state and local non-educational ad valorem taxes and (ii) all state and local construction-related transaction taxes (except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education); and

WHEREAS, the City Council of the City of Center Point, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), has previously consented to the abatement by the Granting Authority of certain "Construction Related Transaction Taxes" (as such term is defined in the Act) imposed by the City with respect to the Project pursuant to the provisions of the Act; and

WHEREAS, the Companies have requested that the abatement of state and local non-educational ad valorem taxes be extended for a period of ten (10) years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Companies and the completed Applications to Local Granting Authority for Abatement of Taxes (copies of which are attached) (the "Applications") filed with the Granting Authority by the Companies in connection with their request; and

WHEREAS, the Granting Authority has found the information contained in the Applications to be sufficient to permit the Granting Authority to make a reasonable cost-benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the Project will involve a capital investment of approximately \$120,000,000 and the creation of approximately 746 new jobs; and

WHEREAS, the Companies have the power to enter into, and to perform and observe the agreements and covenants on their part contained in that certain Tax Abatement Agreement of even date herewith by and between the Companies and Jefferson County (the "Tax Abatement Agreement"); and

WHEREAS, the Granting Authority represents and warrants to the Companies that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Approval is hereby given to the Applications and abatement is hereby granted to the Companies for (a) all state and local non-educational ad valorem taxes and (b) all state and local construction-related transaction taxes (except those construction-related transaction taxes levied for educational purposes or for capital improvements for education as the same may apply to the fullest extent permitted by the Act).

Section 2. The Granting Authority is authorized to enter into the Tax Abatement Agreement, with such changes therein as the officer or officers executing the same shall approve as necessary or desirable, such approval to be conclusively established by the execution thereof, to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the Applications and the Tax Abatement Agreement, shall be forwarded to the Companies to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purposes of the foregoing of this resolution and the Granting Authority's President is authorized to execute the Tax Abatement Agreement, with such changes therein as the officer or officers executing the same shall approve as necessary or desirable, such approval to be conclusively established by the execution thereof, and any other documents that may be required.

Section 5. The terms of this resolution shall be deemed a contract with the Companies, and may not be rescinded or amended by the Granting Authority without the express, written consent of the Companies.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

Jun-29-2016-513

PUBLIC NOTICE

NOTICE OF PROPOSED ACTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that notice is hereby given that on July 14, 2016, at 9:00 a.m., during its regularly scheduled Commission Meeting, the Jefferson County Commission will have a public meeting, to consider, discuss, vote upon, and take action on the adoption of a Resolution and Development Agreement authorizing and approving the use and grant of public funds to assist ServisFirst Bank (“ServisFirst”), under which the County will provide financial incentives to ServisFirst for business development and expansion. ServisFirst plans to relocate its corporate headquarters and construct an office building located in the City of Homewood, Alabama (“Project Site”) which is located within Jefferson County. The Project will involve an anticipated investment from ServisFirst of \$27,000,000 and is expected to result in the creation of 50 new jobs at an average annual salary of \$60,000 within three years. This development and expansion will result in additional sales and use taxes, business license taxes, ad valorem taxes, general fund revenue and other benefits for the County. The public funds to be granted to ServisFirst will consist of a payment by the County of \$40,000 contingent upon ServisFirst meeting expected employment goals as mutually agreed.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by ServisFirst within the County; the promotion and advancement of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditure of public funds will serve a valid and sufficient public purpose. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County proposed to lend its credit or grant funds or things of value is ServisFirst.

Notice of this public meeting is being published pursuant to the requirements of Amendment 772 to the Constitution of Alabama of 1901 (also known as Section 94.01 of the Constitution of Alabama of 1901), as amended, and all other applicable laws, to the extent applicable.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Bowman, Brown, Carrington, Knight and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, July 14, 2016.

President

ATTEST

Minute Clerk