

STATE OF ALABAMA)

JEFFERSON COUNTY) September 24, 2015

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.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 September 10, 2015, be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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The Commission met in Work Session on September 22, 2015, and approved the following items to be placed on the September 24, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and 2 and Addendum Items 2 through 4 and 6.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 18.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 16, Addendum Item 7 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 8 and Addendum Items 9 and 10.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 15 and Addendum Item 11.

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Sep-24-2015-875

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2015-015 ServisFirst Bank, owners; Paul Champion, agent requests a change of zoning on Parcel ID# 28-23-4-000-002.001 in Section 23 Twp 18 South Range 2 West from A-1 (Agricultural) to C-1 (Commercial) for an ice cream shop. (Case Only: 4120 Sicard Hollow Road, Birmingham, AL 35242)(SICARD HOLLOW)(0.5 Acres M/L)

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2015-015 be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

Z-2015-013 David L. and Barbara A. Sanders, owners; Daryl Sanders, applicant requests a change of zoning on part of Parcel ID# 43-11-4-000-007.001 in Section 11 Twp 20 South Range 5 West from A-1 (Agricultural) to I-1 (Light Industrial) for mini-storage facility also offering outdoor storage space for boats and recreational vehicles. (Case Only: 5525 McAshan Drive, McCalla, AL 35111)(MCCALLA)(2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. The colors of the buildings and doors shall be light earth tones; 2. No doors shall be visible from any public property or the public right-of-way; 3. All site lighting shall be directed downward and be the minimum necessary for safety and security; 4. Where the property borders agriculture or residential zoning there shall be a six (6) foot tall wood fence with 15' of landscaping or a six (6) foot chain link fence with a 15' buffer; 5. The front of the property shall have a six (6) foot black vinyl chain link fence with a ten (10) foot planted strip with shrubs spaced every three (3) feet and shade trees spaced every fifty (50) feet to be approved by the Department of Land Planning; 6. The roofs of all builds shall have a pitch of 2 in 12 and 7. The use of the property shall be restricted to a mini-storage facility with outdoor storage for boats and recreational vehicles only.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2015-013 be carried over. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

Z-2015-016 Beers Properties, LLC, owners; Donald Melton, agent requests a change of zoning on Parcel ID# 22-18-2-006-006.000 in Section 18 Twp 17 South Range 3 West from C-P (Preferred Commercial) and C-1 (Commercial) to INSTITUTIONAL-2 for a fire station. (Case Only: 1485 Forestdale Boulevard, Birmingham, AL 35214)(FORESTDALE)(1.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. All access shall be limited to Forestwood Drive and be approved by the Department of Roads and Transportation; and 2. Any driveway shall be designed so that fire trucks will not back on to or off of Forestwood Drive but a turnaround shall be provided on-site.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2015-016 be approved subject to filing of covenants. Voting "Aye" Knight, Bowman, Brown, Carrington and Stephens.

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A Public Hearing was held to receive comments on the request from J. B. Processing, LLC for vacation of a sanitary sewer easement. There being no comments, the Commission took the following action.

Sep-24-2015-876

WHEREAS, J. B. Processing, L.L.C., is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Sanitary Sewer Easement to be Vacated:

A Right-of-Way 20 feet in width for a Sanitary Sewer located, situated in the N.W. 1/4 of the N.W 1/4 of Section 10, Township 19 South, Range 4 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the Northeastern corner of Lot 1 according to the Masonry Arts Resurvey (of Lots 1 through 20 of Block 263 City of Bessemer Map Book 2 Page 15 and Lots 23 through 40 of Block 239 City of Bessemer Map Book 2 Page 15), as recorded in Map Book 48, Page 3 in the Bessemer Probate Office of Jefferson County, Alabama. Said point being also lying on the south right of way line of 22nd Street North, thence run along said right of way line in a Northwesterly direction a distance of 301.11 feet to the POINT OF BEGINNING of the 20-foot wide Sanitary Sewer Right-of-Way herein described, said right-of-way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence 90°34'30" to the left in a Southwesterly direction a distance of 261.00 feet to the Point of Ending of this right-of-way.

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, J. B. Processing, L.L.C. tract of land as above described and that the above-described property be and the same is hereby vacated and

annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

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Sep-24-2015-877

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 Birmingham City Board of Education to assist with cost to pay for EPIC Elementary 5<sup>th</sup> Grade T.E.A.M.'s activities. at Epic Elementary School in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program an Funding Guidelines ("Program"); and  
WHEREAS, under this Program, Birmingham Board of Education ("BHAM BOE" applied for a grant of funds for \$5,000.00; and  
WHEREAS, BHAM BOE is a tax exempt non-profit educational institution which seek assistance in funding EPIC Elementary 5<sup>th</sup> Grade T.E.A.M. activities that is dedicated to ensuring the last year of the students' elementary, tenure is fun-filled and memorable. Over 80 student participate each year in ,two (2) fundraisers, several student parties and field trips. The student also receive two,(2) shirts and a monogrammed yearbook. Parents pay \$130 Assessment Fee and participate in the two (2) fundraisers but additional funding ensures that no students are excluded and to make all the events successful; and

WHEREAS, BHAM BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George F. Bowman has recommended funding of \$5,000.00 to BHAM BOE, 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 December 30, 2015.
2. The County shall pay to BHAM BOE a lump sum payment of \$5,000.00 upon execution of this agreement.
3. BHAM BOE shall use the public funds to pay for EPIC Elementary 5<sup>th</sup> Grade T.E.A.M.'s activities.

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

4. BHAM BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. BHAM BOE , 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 BHAM BOE , for a period of not less than three (3) years from termination of the fiscal year set out above.

6. BHAM BOE , representatives signed below, certify 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. BHAM BOE , 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 of 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 BHAM BOE , nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

BIRMINGHAM BOARD OF EDUCATION FOR EPIC ELEMENTARY SCHOOL

Natalie Woodall, Donations Director

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

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Sep-24-2015-878

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 Birmingham City Board of Education to assist Woodlawn High School's JROTC, Chess team and Woodlawn Academy teams by providing transportation, meals, shirts and equipment necessary to compete. in the amount of \$5,000.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Birmingham Board of Education ("BHAM BOE") applied for a grant of funds for \$5,000.00; and

WHEREAS, BHAM BOE is a tax exempt non-profit educational institution which seeks assistance in funding Woodlawn .High School's JROTC (\$2,000), Chess team (\$500) and Woodlawn Academy (\$2,500). The purpose of funding is to help equip the JROTC with new equipment as needed, as well as transportation to and from drill competitions; the Chess team with required fees to compete in local statewide competitions, as well as their shirts, and the Academy students with transportation to visit college campuses, as well as provide meals any shirts; and

WHEREAS, BHAM BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George F. Bowman has recommended funding of \$5,000.00 to BHAM BOE, 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 December 30, 2015.
2. The County shall pay to BHAM BOE a lump sum payment of \$5,000.00 upon execution of this agreement.
3. BHAM BOE shall use the public funds to assist Woodlawn High School's JROTC, Chess team and Woodlawn Academy teams by providing transportation, meals, shirts and equipment necessary to compete.

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

4. BHAM BOE shall deliver to the Jefferson County Finance Department with copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. BHAM BOE , 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 BHAM BOE , for a period of not less than three (3) years from termination of the fiscal year set out above.

6. BHAM BOE , representatives signed below, certify 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. BHAM BOE , 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 of 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 BHAM BOE , nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

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

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Sep-24-2015-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Software License Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Wolters Kluwer Clinical Drug Information, Inc. (WKCDI), formerly know as Lexi-Comp, Inc. to provide CGMHS Pharmacy access and use of Formulink software for the period November 1, 2015 - October 31, 2016 in the amount of \$5,134.

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

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Sep-24-2015-880

WHEREAS, on Sunday, September 13, 2015, there was a major electrical distribution panel failure in the 2121 Building resulting in an electrical power failure throughout the building; and

WHEREAS, Professional Engineering Groups, Inc. was contacted and they have agreed to work on an hourly basis to assess the electrical system, provide a life safety system evaluation, provide design services as needed to correct the failure and provide construction administration services; and

WHEREAS, the County Manager and the County Attorney has recommended an emergency agreement with Professional Engineering Groups, Inc.; and

WHEREAS, General Services needs Commission approval to create a purchase order not to exceed total expenditure of \$50,000 to cover these preliminary expenses.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Letter Agreement between Jefferson County, Alabama and Professional Engineering Groups, Inc. for said repairs at the 2121 Building.

September 14, 2015

Jefferson County

Attention: Mr. Jeff Smith

Re: Jefferson County 2121 Building  
Em Electrical Restoration  
PEG Project No. 15047

Dear Jeff:

We appreciate the opportunity to furnish Prime and Electrical Engineering services on the subject project.

We propose to furnish basic services on an hourly basis at rates listed below. Service is due and payable upon receipt.

Expenses will be invoiced at Professional Engineering Groups' cost. Mileage for travel related to this project will be invoiced at current IRS rate per mile.

Basic Services are defined as:

1. Initial Site Survey.
2. Drawings ready for pricing.
3. Design Coordination Meetings as requested.
4. Pre-Bid Conference as requested.
5. Interpretation of plans during pricing.
6. Pre-Construction Conference as requested.
7. Review of shop drawings and submittals.
8. Interpretation of plans during construction.
9. Intermediate Field Observations as requested.
10. Final Field Observations as requested.

HOURLY RATES:

Professional Engineer	\$140.00/hour
Sr. Consultant	\$125.00/hour
Consultant	\$120.00/hour
Sr. Designer	\$115.00/hour
Designer	\$105.00/hour
Systems Consultant	\$ 95.00/hour
Sr. CADD Operator	\$ 90.00/hour
CADD Operator	\$ 80.00/hour
Clerical	\$ 70.00/hour

This proposal is based on the following Conceptual Basis of Design:

Provide design and consulting services as requested by client for restoration of electrical system due to water damage.

Client will review PEG Invoices and advise within 10 days of invoice date of any issues. Client Will promptly pay PEG within 30 days of invoice date.

Please return one copy, signed by an Officer of your company, and keep one copy for your records.

Work on the referenced project will proceed as soon as we have received signed approval.

Thank you for giving us the opportunity to provide these services.

Sincerely,

PROFESSIONAL ENGINEERING GROUPS, INC.  
Ron Head

PROFESSIONAL ENGINEERING GROUPS, INC.  
Ron Head, President

Jefferson Country  
James A. Stephens, President - Jefferson County Commission

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

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Sep-24-2015-881

WHEREAS, on Sunday, September 13, 2015, there was a major electrical distribution panel failure in the 2121 Building resulting in an electrical power failure throughout the building; and

WHEREAS, Marathon Electrical Contractors was contacted and they have agreed to purchase and install the equipment to repair the electrical system; and

WHEREAS, the County Manager and the County Attorney has recommended an emergency agreement with Marathon Electrical Contractors; and

WHEREAS, General Services needs Commission approval to create a purchase order not to exceed total expenditure of \$50,000 to cover these expenses.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Marathon Electrical Contractors to purchase and install the equipment to repair the electrical system at the 2121 Building.

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

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Sep-24-2015-882

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and JCHA Housing for the Hickory Ridge Phase 2 Development which was approved by Resolution dated September 11, 2012 and recorded in Minute Book 163 Page 534. The Amendment extends the duration of the budget authority to November 30, 2015. No additional funding is required.

AMENDMENT #3 TO HICKORY RIDGE PHASE 2 DEVELOPMENT AGREEMENT  
(HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

This is the third Amendment ("Amendment") to the Hickory Ridge Phase 2 Development Agreement (HOME Special Needs Rental Housing For The Elderly) entered into by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and the JCHA Housing & Development Corporation, hereinafter called "the Contractor" on September 11, 2012 ("Contract"). The effective date of this Amendment shall be September 11, 2015.

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 September 11, 2012 in Minute Book 163, Page 534, is hereby amended as followed:

Duration of Budget Authority. The duration of the budget authority of this Agreement shall be November 30, 2015.

All other terms and conditions of the Contract shall remain the same and continue in full force and effect.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

JCHA Housing & Development Corporation

Jane Bailey, President

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

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Sep-24-2015-883

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and Engineering Service Associates for the North Smithfield Storm Shelter. The purpose is to amend the scope to include the following:

1. Revise Structural Steel for Roof Support to Increase Functional Space by Request of Community
2. Revise Architectural Design to Accommodate Increase in Functional Space
3. Revise Building HVAC Layout to Accommodate Revised Structural
4. Revise Building Electrical Layout to Accommodate Revised Structural and Increase in Space

The cost associated with this modification shall be \$3,584.00. The total cost associated shall be \$88,507.00. All other terms and conditions shall remain the same. This project is from program year 2013 and funded by Federal CDBG-DR Funds.

AMENDMENT TO CONTRACT #3

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 Engineering Service Associates, hereinafter called "the Contractor" for grant allocation PY13/FY14. The effective date of this agreement shall be April 10, 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 April 10, 2014, in Minute Book 166, Page 175, as amended on January 8, 2015, in Minute Book 167, Pages 394-395, also as amended in Minute Book 168, Page 117, is hereby amended as follows:

The purpose of this Modification is to amend the scope to include the following:

1. Revise Structural Steel for Roof Support to Increase Functional Space by Request of Community
2. Revise Architectural Design to Accommodate Increase in Functional Space
3. Revise Building HVAC Layout to Accommodate Revised Structural
4. Revise Building Electrical Layout to Accommodate Revised Structural and Increase in Space

The cost associated with this modification shall be \$3,584.00. The total cost associated shall be \$88,507.00. All other terms and conditions shall remain the same. This project is from program year 2013 and funded by Federal CDBG-DR Funds.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Engineering Service Associates

Dale E. Story

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

Sep-24-2015-884

WHEREAS, the Jefferson County Commission originally approved a resolution on June 26, 2014 in Minute Book 166, Page 406 authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG13-ES-YFV).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an Amendment to extend the contract period to September 30, 2015 and increase the contract amount an additional Fifteen Thousand and no/100 dollars (\$15,000.00). This Agreement is from Program Year 2013 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCA-Family Violence Center (HESG13-ES-YFV), hereinafter call the "the Contractor" to provide services and shelter for the homeless; and those at risk of homelessness in Jefferson County. The effective date of this agreement shall be May 12, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 June 26, 2014, in Minute Book 166, Page 406; is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to September 30, 2015.
2. Increase the budgeted funds to include Homeless Prevention for \$15,000.00: The total compensation to be paid to the Contractor shall not exceed \$25,000.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Operations:	\$10,000.00
Homeless Prevention:	
Housing Relocation and Stabilization:	\$ 8,000.00
Tenant Based Rental Assistance:	\$ 7,000.00
Total Homeless Prevention	\$15,000.00

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



JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Yolanda Sullivan, CEO

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

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Sep-24-2015-885

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #1 to the Agreement between Jefferson County, Alabama and Wombwell Appraisal Service, for the West Highland Water Line Project (CDBG10-03J-U02-WHL) and for the Comprehensive Career Center. The purpose Amendment #1 to extend the contract from October 9, 2015, to December 31, 2015, and to amend the scope to include an appraisal to determine market value of land needed for an eligible public infrastructure project for the West Highland Water Line Improvements Project and for vacant land and improvements related to the Comprehensive Career Center. There are no additional costs associated with this modification. The actual cost associated with this amendment involving services for the West Highland Project will be charged to the PY 2013 Grant and the services for the Career Center will be charged to the General Fund FY 2015. All other terms and conditions shall remain the same.

AMENDMENT TO CONTRACT #1

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 Wombwell Appraisal Service, hereinafter called "the Contractor" for grant allocation PY10/FY15. The effective date of this agreement shall be October 9, 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 October 9, 2014, in Minute Book 167, Pages 140-142, is hereby amended as follows:

The purpose of this Modification is to extend the contract from October 9, 2015; to December 31, 2015, and to amend the scope to include an appraisal to determine market value of land needed for an eligible public infrastructure project for the West Highland Water Line Improvements Project and determine the value of land and improvement for a Comprehensive Career Center. There are no additional costs associated with this modification. The actual cost associated with this amendment involving services for the West Highland Project will be charged to the PY 2013 Grant and the services for the Career Center will be charged to the General Fund FY 2015. All other terms and conditions shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

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Wombwell Appraisal Service

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

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Sep-24-2015-886

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #1 to the Agreement between Jefferson County, Alabama and Baker Valuation, Inc., for the West Highland Water Line Project (CDBG10-03J-U02-WHL) and for the Comprehensive Career Center. The purpose Amendment #1 to extend to December 31, 2015, and to amend the scope to include an appraisal to determine market value of land needed for an eligible public infrastructure project for the West Highland Water Line Improvements Project and for vacant land and improvements related to the

Comprehensive Career Center. There are no additional costs associated with this modification. The actual cost associated with this amendment involving services for the West Highland Project will be charged to the PY 2013 Grant and the services for the Career Center will be charged to the General Fund FY 2015. All other terms and conditions shall remain the same.

AMENDMENT TO CONTRACT #1

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, 2015, amend the scope to include appraisal review services to determine market value of land needed for an eligible public infrastructure project for the West Highland Water Line Improvements Project and for vacant land and improvements related to the Comprehensive Career Center. There are no additional costs associated with this modification. The actual cost associated with this amendment involving services for the West Highland Project will be charged to the PY 2013 Grant and the services for the Career Center will be charged to the General Fund FY 2015. 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 Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

\_\_\_\_\_  
Resolutions authorizing execution of Amendment No. 1 to the agreement with the following to provide legal services for Community Development programs for FY2015-2016 was pulled from the agenda.

a. Bradley Arant Boult Cummings, LLP

b. The Parker Law Firm, LLC

c. Christian & Smalls, LLP

\_\_\_\_\_  
Sep-24-2015-887

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Change Order to the Agreement between Jefferson County, Alabama and Coston General Contractors, Inc. The purpose of this Amendment is to change the scope of work and extend the contract 60 days for the North Smithfield Community Storm Shelter Project. The additional work shall include a foundation and steel revision. The cost associated with this modification shall be \$9,537.00. The total cost associated shall be \$840,553.00. The new completion date shall be February 24, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

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

\_\_\_\_\_  
Sep-24-2015-889

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part

of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Warrior Storm Shelter Project II (CDBG-DR-12-03-U4- WSS2).

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

Sep-24-2015-890

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Warrior Storm Shelter II (CDBG-DR-03-M4-WSS2) from the Community Development Block Grant Program.

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

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Sep-24-2015-891

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the McDonald Chapel Community Storm Shelter

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

Sep-24-2015-892

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and,

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the McDonald Chapel Community Storm Shelter from the Community Development Block Grant Recovery Fund Program.

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

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Sep-24-2015-893

WHEREAS, the U. S. Department of Justice, Office on Violence Against Women is accepting applications for FY 2015 for Sexual Assault Justice Initiative grants; and

WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of the Tenth Judicial Circuit District Attorney's Office for \$400,000.00 for one year and refunding for an additional year; and

WHEREAS, the primary goal will support enhanced community responses to sexual violence with an emphasis on prosecution.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Community and Economic Development is authorized to submit an application for \$400,000.00 up to two years.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to authorized to execute the grant application, certifications, and documents.

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

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Sep-24-2015-894

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the SenioRx Grant Agreement between Jefferson County, Alabama, through the Office of Senior Citizens Services (OSCS) and the Alabama Department of Senior Services which reduces the grant award amount by \$81,776.00 which reduces the grant award amount by \$81,776.00 to total grant award of \$127,210.00. This funding is for the period of October 1, 2014 through September 30, 2015.

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

Sep-24-2015-895

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Woodbury Products, d/b/a DHP under the Alabama Cares program, to provide supplies and nutritional supplements to older adults in Jefferson County for FY2015-2016 in the amount of \$50,000.

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

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Sep-24-2015-896

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Personnel Board of Jefferson County.

- a. Lamar Companies - to provide production, hanging and storage of vinyl boards for advertising of Merit System positions for FY2015-2016 in the amount of \$33,200
- b. Venture Technologies - to provide to provide Voice Over Internet Protocol (VOIP) communication solutions for hosting and support of business phone systems for a period of thirty-six (36) months beginning October 1, 2015 in the amount of \$33,660 annually

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

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Sep-24-2015-897

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 McCalla Youth Athletic Association to assist in funding travel expenses, uniforms and tournament fees for nine (9) All Star softball and baseball teams in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, McCalla Youth Athletic Association, Inc. ("MYAA") applied for a grant of funds for \$2,000.00; and  
WHEREAS, MYAA is a 501(c)(3) organization which seeks funds to aid in offsetting travel expenses, uniforms and tournament fees for the nine (9) All Star teams for softball and baseball. Additional funds are raised by each team and team players throughout the season; and  
WHEREAS, MYAA meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,000.00 to MYAA, and the grant of such funds serves a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to MYAA a lump sum payment of \$2,000.00 upon execution of this agreement.
3. MYAA shall use the public funds to offsetting travel expenses, uniforms and tournament fees for the nine (9) Allstars Teams for softball and baseball.

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

4. MYAA, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. MYAA, 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 MYAA, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. MYAA, representatives signed below, certify 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. MYAA, 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 of 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 MYAA, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

MCCALLA YOUTH ATHLETIC ASSOCIATION, INC.

Mark Rhea, President

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

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Sep-24-2015-898

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 Lakeshore Foundation to assist in funding various programs benefitting children and adults with physical disabilities and chronic health conditions in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Lakeshore Foundation ("LAKESHORE") applied for a grant of funds for \$2,500.00; and

WHEREAS, LAKESHORE is a 501(c)(3) tax exempt non-profit organization that seeks funds for their various programs which include fitness, aquatics, sports and recreational programs for children and adults with physical disabilities and chronic health conditions; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to LAKESHORE, 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 December 30, 2015.
2. The County shall pay to LAKESHORE a lump sum payment of \$2,500.00 upon execution of this agreement.
3. LAKESHORE shall use the public funds for its various programs benefitting children and adults with physical disabilities and chronic health conditions.

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

4. LAKESHORE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015,

whichever shall occur first.

5. LAKESHORE, 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 LAKESHORE for a period of not less than three (3) years from termination of the fiscal year set out above.

6. LAKESHORE, representatives signed below, certify 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. LAKESHORE, 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 of 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 LAKESHORE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

LAKESHORE FOUNDATION

Dwight Downs, Associate Director

Jeff Underwood, President & CEO

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

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Sep-24-2015-899

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 City of Hoover to help fund the purchase and installation of surveillance cameras at the Hoover Senior Center and covered parking in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, City of Hoover ("HOOVER") applied for a grant of funds for \$2,500.00; and

WHEREAS, HOOVER is a municipality incorporated on April 28, 19&7. It seeks assistance with the costs of installation of surveillance cameras, especially in the covered parking lot at the Hoover Senior Center; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to HOOVER, 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 December 30, 2015.
2. The County shall pay to HOOVER a lump sum payment of \$2,500.00 upon execution of this agreement.

3. HOOVER shall use the public funds to purchase and install surveillance cameras at the Hoover Senior center and covered parking lot.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED

4. HOOVER, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. HOOVER, 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 HOOVER, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. HOOVER, representatives signed below, certify 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. HOOVER, 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 of 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 HOOVER, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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 HOOVER

Gary Ivey, Mayor

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

\_\_\_\_\_  
Sep-24-2015-900

WHEREAS, the Jefferson County Commission adopted a Community Grant Program ("Program") wherein each of the five County Commissioners is authorized to recommend approval of community grants to qualified non-profit organizations, volunteer fire departments, and governmental entities for projects or activities that benefit the community; and

WHEREAS, funds for the Program are held in a separate account for each commission district; and

WHEREAS, any unobligated funds remaining at the end of each fiscal year are to revert back to the general fund and not be carried over from year to year, and

WHEREAS, due to a conversion of the County's financial accounting software, checks for some recommended grants will not process before the end of FY 2015; and

WHEREAS, the Commission therefore desires for any remaining funds for FY 2015 for the Program to roll over to FY 2016; and

WHEREAS, the Commission desires for FY 2015 to be the only year in which remaining Program funds are allowed to carry over to the following year.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that any Program funds remaining at the



end of FY 2015 are to be carried over in their respective commission district accounts for use in FY 2016.

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 494' of buried cable at 999 Tin Mill Road in the Pleasant Grove/Ensley area.

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

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Sep-24-2015-901

JEFFERSON COUNTY COMMISSION  
RESOLUTION FOR ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: APDF-0471(535) Roadway Lighting on Corridor X (Future I-22) from 4,500 feet West of I-65 to I-65 route interchange.

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement

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

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Corridor X (Future I-22) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: APDF-(1471(535) Roadway Lighting on Corridor X (Future I-22) from 4,500 feet west of I-65 to I-65 Route Interchange.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or Emit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Lighting Plan Notes

(Sheet 2)

Please refer to: General Traffic Control Plan Notes

(Sheets 2A - 2B)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traf c along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parlang in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb arid Pavement or other marlrings, and traffic signals without written approval of the AAlabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform. Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Depart of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all rnaintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maince on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 24<sup>th</sup> day of September, 2015.

ATTEST

James A. Stephens

County Clerk

Commission President

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

Sep-24-2015-902

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate. P.E. Interim Director/County Engineer  
 Department: Roads & Transportation  
 Date: September 16. 2015  
 Purpose: Payment to Docena Civic League for acquired right-of-way that contains 0.154 acres, more or less  
 (site address) -- 601 3<sup>rd</sup> Avenue, Docena, AL - Tract No. 1  
 Project No. BR-3713(250)- Bridge Replace on Minor Parkway Agent Rick Turner  
 Price: \$1,550.00  
 Pay to the order of: Docena Civic League, Inc.  
 Mailing Address: 513 7<sup>th</sup> Street  
 Docena, AL 35060

Fund #4022000000, Bus. Area 5100 -Object 515710 -Fund Center- 5100000000 - Functional Area THRO - WBS C. 137.D

Check Delivery Code 84

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

Sep-24-2015-903

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and the City of Birmingham. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with the City of Birmingham proposed Clairmont Avenue roadway improvement project in the City of Birmingham.

REVISED 11 /18/2014

CITY FORM NO. 3

REIMBURSABLE AGREEMENT  
FOR RELOCATION OF UTILITY FACILITIES  
ON PRIVATE OR PUBLIC RIGHT-OF-WAY  
WORK TO BE DONE BY STATE CONTRACTOR

Private Right-of-Way ATRIP NUMBER 37-05-45  
✓ Public Right-of-Way CITY Birmingham

THIS AGREEMENT is entered into by and between the CITY of Birmingham acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Jefferson County Commission, Jefferson County, AL , hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in Birmingham CITY, Alabama, said project being designated as Project No. ACAA60997-ATRP(009) and consisting approximately of the following: Resurfacing and Permanent Stripe Along Clairmont Ave from Essex Road to Rockford Road ; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the CITY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable., the UTILITY to relocate same; and

WHEREAS, the Alabama Department Of Transportation will use Federal funds allocated to the CITY, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the Alabama Department of Transportation's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In Kind" relocation is \$7,805.39

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract. A detailed itemized cost estimate will be transmitted herewith and made a part hereof by reference.

b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation is \$7,805.39 The total estimated cost including betterment is \$7,805.39

If an adjustment for betterment is applicable, the CITY shall reimburse the UTILITY based On the percentage ratio of "inkind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "inkind" and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the CITY reserves the right to recalculate the percentages at any time.

2. The UTILITY will confirm to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by

reference.

4. The UTILITY will be notified by the CITY Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The CITY Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the CITY Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the CITY Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

6. By signing this contract, the CITY and UTILITY 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.

7. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

8. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest shall be attached hereto and made a part of this Agreement.

9. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the CITY by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

10. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance With State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-ofway if such future relocation is outside the highway right-of-way and such relocation is required by the CITY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

11. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the CITY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. Paragraph 13 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Innovative Programs Engineer.

WITNESS: Jefferson County Commission, Jefferson County. AL  
James A. Stephens, Jefferson County Commission, President

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_, CITY ENGINEER/ENGINEER-OF-RECORD

BY: \_\_\_\_\_, REGION ENGINEER

CITY OF Birmingham

BY: \_\_\_\_\_, MAYOR

APPROVED:

BY: \_\_\_\_\_, INNOVATIVE PROGRAMS ENGINEER

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

\_\_\_\_\_  
Sep-24-2015-904

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Five Mile Creek WWTP Influent Pump Control Modifications project, such certified bids having been open on Wednesday, July 22, 2015 and listed as follows:

Contractor	Amount Bid
1. Stone & Sons Electrical Contractors, Inc.	\$ 148,549.00
2. Mastin's Inc.	\$ 162,125.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Five Mile Creek WWTP Influent Pump Control Modifications project be awarded to Stone & Sons Electrical Contractors, Inc. in the amount of \$148,549.00.

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

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

\_\_\_\_\_  
Sep-25-2015-905

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Cahaba River WWTP Sludge Transfer Force Main and Ferric Chloride Feed System Project, such certified bids having been open on Thursday, April 23, 2015 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Company, Inc.	\$7,369,450.00
2. John Plott Company, Inc.	\$7,681,423.33

WHEREAS, after tabulation and certification by CH2M HILL, Inc. and after review by the Environmental Services staff, it has been recommended that the contract for the Cahaba River WWTP Sludge Transfer Force Main and Ferric Chloride Feed System Project be awarded

to Baird Contracting Company, Inc. in the amount of \$7,369,450.00.

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

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

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Sep-24-2015-906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between W. Banks Petrey and Bragan D. Petrey and City of Mountain Brook regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

#### ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") made as of the 27<sup>th</sup> day of July, 2015, by and between W. Banks Petrey and Bragan D. Petrey (the "Owners"), Jefferson County, Alabama (the "County"), and the City of Mountain Brook, Alabama (the "City").

#### RECITALS

A. Owners own the real property located in Jefferson County, Alabama (the "Property") which is more particularly described as follows:

Lot 10, part of Lot 9, and part of that certain street which has been vacated, said street being an extension of Winthrop Avenue, in Block 1, according to the Map and Survey of Colonial Hills, as recorded in Map Book 18, Page 22, in the Office of the Judge of Probate of Jefferson County, Alabama, more particularly described as follows:

Beginning at the Southeast corner of Lot 10, in said Block 1, and run thence North along the West line of Norman Drive, 90 feet; thence an angle to the left of 90 degrees and run West parallel with the North line of Lot 9, in said Block 1 for 150 feet to the West boundary line of said Block 1; thence South along the West boundary of said Block 1, 90 feet to the Southwest corner of Lot 10, in said Block 1, thence East along the South line of said Lot 10, 150 feet to the Point of Beginning.

B. There are presently in place active underground sewer lines along the south and west border of the Property for which easements have been described on the "Petrey Resurvey", as recorded in Map Book 239, Page 73, in the Office of the Judge of Probate of Jefferson County, Alabama.

C. The Owners and the County have created a formal written easement for the subject underground sewer lines and as referenced herein have contemporaneously entered into such a written agreement (the "Easement Agreement") that will, by its own terms, be subject and incorporate to the terms herein. By signing these documents, the County and the Owners seek to allow the County to maintain and operate the subject underground sewer lines, but at the same time preserve the ability of Owners to use, enjoy and if necessary, replace their guest house (the "Guest House") which in part overlays on the "Easement Area" as defined in the Easement Agreement.

D. The Easement Agreement shall be recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

E. Owners acknowledge that the Guest House in part encroaches on the Easement and that any future improvements on the current Guest House building approved by the County may encroach on the Easement (collectively, the "Owners' Improvements"). Owners further acknowledge and agree that any future County approval is limited to the allowance/existence of the current Owners' Improvements or replacement thereof. No expansion of the current encroachment by the Guest House shall be allowed.

F. Owners and County mutually desire to enter into this Easement Agreement and address the relationship of the Guest House to the Easement.

#### AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. Owners agree that the County may utilize the Easement Area for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of underground sanitary sewer lines (collectively, the "Easement Rights"). Before electing to exercise its rights hereunder to remove all or part of the Owners' Improvements, the County shall use its best efforts to avoid taking such step and instead shall seek to perform the intended work by other trenchless means - which would seek to avoid destruction of or damage to the Guest House, or other improvements on the Property. Such obligation, however, contemplates that the County may factor in overall economics of the various options to effect the subject work, and the degree of immediacy needed to perform the subject work so as to prevent and/or stop a health hazard. Should the County deem it necessary to remove or disturb any of the Owners' Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights, subject to the terms herein the County may do so at any time and

employ the reasonable methodology for installation, repair, maintenance or replacement of sewer lines at the discretion of the County and its Department of Environmental Services. In the event that Owners' Improvements within the Easement Area are damaged due to Jefferson County's proper exercise of the Easement Rights, the costs of repair or replacement of Owners' Improvements or personal property will be borne solely by Owners. Owners fully and forever release and discharge the County from any and all liability, cost, damage, or expense to Owners' Improvements or improvements located adjacent to the Easement suffered or incurred by Owners as a result of the County's proper exercise of its Easement Rights inside the Easement.

2. Subject to the terms of this Agreement, the County grants Owners a license for Owners' Improvements, as more particularly shown on Exhibit A attached hereto. Exhibit A details all of Owners' Improvements that will encroach on Easement Area, and no other greater or further improvements in the Easement Area will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owners of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights. Owners expressly reserve the right set forth in the Easement to cross the Easement with tracks, roads or driveways for any purpose. over the Property subject to the Easement.

3. City agrees that, in the event the Guest House is removed or disturbed as provided in paragraph 1 hereof such that same may no longer be maintained or located in the Easement Area, Owners shall have the right to relocate the Guest House outside the Easement Area, provided that such relocated Guest House shall be situated as close as possible to the location of Guest House as of the date of this Agreement; that the relocated Guest House consists of no more square footage than that existing as of the date of this Agreement; and that the footprint of such relocated Guest House is as close as practicable to that currently existing.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

5. This Agreement together with the Easement constitute the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof, and cannot be modified or amended except by a subsequent written agreement signed by Owners and the County.

In the event the Owners' efforts to challenge, by legal means, this Agreement or the County's exercise of its rights hereunder are unsuccessful, the Owners shall be responsible for the payment of any resulting fines arising from delays caused by such challenge assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as the cost of the cleanup of any sewage resulting from said challenge. In addition, the Owners shall be responsible for the cost of any damage to others caused by any such resulting delay, including, but not limited to, personal property and bodily injury. The Owners hereby agree to pay all court costs incurred by the County as a result of the aforementioned.

This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representative, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first set forth above.

W. Banks Petrey

Bragan D. Petrey

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President - Jefferson County Commission

CITY OF MOUNTAIN BROOK

WILLIAM S. PRITCHARD, III, President Pro Tem

City of Mountain Brook, Alabama

LAWRENCE T. ODEN, Mayor

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

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Sep-24-2015-907

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Faith Baptist Bible College regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between JEFFERSON COUNTY, ALABAMA (the "County") and Faith Baptist Bible College (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Bessemer Academy School located at 1705 4<sup>th</sup> Avenue SW, Bessemer AL. 35020, more particularly described in Deed Book 685, Page 327 in the Probate Office of Jefferson County, Alabama, Bessemer Division (See Attached Survey and Legal)

Owner has set-up two portable buildings currently being used as classrooms over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement. Included in and around the portable buildings are both temporary and permanent structures including wooden and concrete walkways with footings, handrails and metal canopies with posts. All encroachments as defined are shown on Exhibit "A", attached collectively, and labeled "Improvements" for the purpose of serving the Bessemer Academy School. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Faith Baptist Bible College

Ted Davis, Board President

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

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Sep-24-2015-908

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public



right-of-way for the repair of a sewer service line in U.S. Highway 31 in the City of Gardendale.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Service Corporation Inc. for the repairs of a sewer service line in the right-of-way of Highway 31 in the City of Gardendale, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION  
Permit Agreement for the Accommodation of Utility  
Facilities on Public Right-of-Way

Project Number	Bond Number OFL0542547
Permit Number	Bonding Agency Old Republic Surety Co.
Route Number	P.E.
R.O.W.	Construction
Location of Accommodation: Milepost 286 to 287	Utilities

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, on the maintenance section being designated as and consisting approximately of the following: approximately 50 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ow in the City of Gardendale; and

WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.
4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.
5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.  
The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase 11 of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.
6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.
8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit

documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$20,0000 (Bond Number: OFL0542547) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

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

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all time for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2(1975), the APPLICANT shall protect, defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, both in their official and individual capacities and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2(1975) the APPLICANT shall indemnify and hold harmless the State of Alabama, the Department of Transportation, the officials, officers and employees, both in their official and individual capacities and their agents and/or assigns from and against any and all action, 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 APPLICANT pursuant to the terms of this agreement or (3) misuses, misappropriation, misapplication or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representative, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its

subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

\_\_\_ The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations

14. The APPLICANT 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 APPLICANT, its agents, servants, employees or facilities

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

16. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is sanitary sewer  
APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the \_\_\_ day of 20

Environmental Service Department

James A. "Jimmie" Stephens, President - Jefferson County Commission

RECOMMENDED FOR APPROVAL:

District Manager

Area Operations Engineer

Region Engineer

APPROVED:

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

\_\_\_\_\_, Maintenance / Region / Area Operations Engineer or District Manager

#### AGREEMENT

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Service Corporation Inc. (hereinafter referred to as Owner).

#### W I T N E S S E T H:

WHEREAS, Owner proposes to repair certain sanitary sewer facilities crossing a portion of U.S. Highway 31 near the intersection with Mt Olive Road/Moncrief Road; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into a MB01 Permit Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation that the Owner actually performs such installation and indemnifies and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to repair existing sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into a MB01 Permit Agreement with ALDOT ("ALDOT Agreement") providing for the repair of a 4 inch gravity and force main sewers connecting to an existing Jefferson County sanitary sewer crossing a portion of U.S. Highway 31 right of way near the intersection with Mt Olive Road/Moncrief Road, which drains to the Five Mile Creek sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of the Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Service Corporation Inc.

Mike Yates - General Manager

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President - Jefferson County Commission

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

\_\_\_\_\_  
Sep-24-2015-909

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on October 22, 2015, at the Regular Meeting of the County Commission at the Bessemer Justice Center for the purpose of considering a petition for annexation of property by the Minor Heights Fire District. Be it further resolved that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

\_\_\_\_\_  
Sep-24-2015-910

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Warrene Hood in the amount of Six Thousand Five Hundred Fifty Two and 96/100 (\$6,552.96) 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 Warrene Hood in the amount of \$6,552.96 and forward it to the County Attorney for disbursement.

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

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Sep-24-2015-911

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kamps Investments, LLC in the amount of Four Thousand Six Hundred Thirty Five and 00/100 (\$4,635.00) 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 Kamps Investments, LLC in the amount of \$4,635.00 and forward it to the County Attorney for disbursement.

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

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Sep-24-2015-912

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of DiAngela Freeman in the amount of Three Thousand Three Hundred Eighty Six and 00/100 (\$3,386.00) 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 DiAngela Freeman in the amount of \$3,388.00 and forward it to the County Attorney for disbursement.

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

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Sep-24-2015-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Ranelli Family Properties is hereby denied.

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

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Sep-24-2015-914

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.

First Amendment to the Agreement for Dispatch Services with Jefferson County 911 Emergency Communications District, Inc. which provides services for FY2015-2016 and amends the dates on which compensation is paid.

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

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Sep-24-2015-915

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 McWane Science Center to help fund the Education Scholarship Fund in the

amount of \$7,000 (Knight/\$2,000 - Bowman.\$5,000)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, McWane Science Center ("MCWANE") applied for a grant of funds for \$7,000.00; and

WHEREAS, MCWANE is a 501(c)(3) organization whose mission is to "change lives through science and wonder" and is seeking funds for their Education Scholarship Fund which said funds will be used to provide field trips and outreaches to schools located in District 4 of Jefferson County; and

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

WHEREAS, Commissioner T. Joe Knight and George F. Bowman has recommended funding of \$7,000.00 to MCWANE, and the grant of such funds serves a good and sufficient public purpose. The County Commission recommends funds will be distributed as follows: Commissioner T. Joe Knight \$2000 and Commissioner George F. Bowman \$5,000; 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 December 30, 2015.
2. The County shall pay to MCWANE a lump sum payment of \$7,000.00 upon execution of this agreement.
3. MCWANE shall use the public funds for its Education Scholarship Fund benefitting students in schools located in District 4 of Jefferson County.

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

4. MCWANE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. MCWANE 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 MCWANE for a period of not less than three (3) years from termination of the fiscal year set out above.

6. MCWANE representatives signed below, certify 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. MCWANE 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 of 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 MCWANE nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

MCWANE SCIENCE CENTER

Amy Templeton, President & CEO

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

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 Jefferson County Board of Education to assist with equipment and team travel for the varsity boys & girls track team at Gardendale High School in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Gardendale High School's Varsity Boys and Girls Track Team. The funds will be used to purchase equipment and pay for travel expenses to competitions for the 2015-2016 school year; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist Gardendale High School with the purchase equipment and pay for travel expenses for the Varsity Boys and Girls Track Team to competitions for the 2015-2016 school year.

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

4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify 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. JEFFCO BOE, 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

JEFFERSON COUNTY BOARD OF EDUCATION FOR GARDENDALE HIGH SCHOOL

Sheila Jones, Director of Business & Financial Affairs.

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

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Sep-24-2015-917

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 Town of Morris to assist with funding to help purchase new updated brochures, a large screen television with rolling TV cart and new games at the Morris Senior Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, TOWN OF MORRIS ("MORRIS") applied for a grant of funds for \$500.00; and

WHEREAS, MORRIS is a municipality incorporated on June 22, 1950. It seeks funds to help with the purchase of updated brochures, a large screen television and rolling TV cart and new games for more senior activities at the Morris Senior Citizens Center. The brochures will better aid in informing the public about the Senior Center's hours of operation, activities, etc.; the television for more interactive games and digital sources and the new games will give the seniors more activities to engage in and promote group participation; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$500.00 to MORRIS, and the grant of such funds serves a good and sufficient public purpose.

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 December 3, 2015.
2. The County shall pay to MORRIS a lump sum payment of \$500.00 upon execution of the agreement.
3. MORRIS shall use the public funds to help purchase new updated brochures, a large screen television with rolling TV cart and new games.

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

4. MORRIS shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. MORRIS 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 MORRIS for a period of not less than three (3) years from termination of the fiscal year set out above.

6. MORRIS representatives signed below, certify 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. MORRIS 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 of 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 MORRIS nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

TOWN OF MORRIS

Joe Plyant, Mayor

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

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Sep-24-2015-918

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 Town of Morris to assist in funding the purchase of firefighting hoses and nozzles for the Morris Fire Department in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, TOWN OF MORRIS FIRE DEPARTMENT ("MORRIS FD") applied for a grant of funds for \$2,000.00; and

WHEREAS, MORRIS is a municipality with exemption under Section 40-23-4(a)(11), Code of Alabama 1975, as amended. The Morris FD was created by the Alabama Legislature Act 79 of the Special Session of the Legislature of Alabama of 1966, as amended by Act No. 488/1967, Act. No. 702/1967, Act No. 841/1971, Act No. 717/1973 and Act. No. 678/1977. Morris FD seeks assistance with the cost of new firefighting hoses and nozzles. Morris FD has fifteen (15) volunteer firefighters; and

WHEREAS, MORRIS FD meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to MORRIS FD and the grant of such funds serves a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to MORRIS FD a lump sum payment of \$2,000.00 upon execution of this agreement.
3. MORRIS FD shall use the public funds to help purchase new hoses and nozzles.

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

4. MORRIS FD shall deliver to the Jefferson County Finance Department with a copy to to Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. MORRIS FD 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 MORRIS FD for a period of not less than three (3) years from termination of the fiscal year set out above.

6. MORRIS FD representatives signed below, certify 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. MORRIS FD 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 of 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 MORRIS FD nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in

any way colluded, conspired, 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 the County 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 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, Contractee 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

TOWN OF MORRIS

Joe Plyant, Mayor

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

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Sep-24-2015-919

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 Clay to assist in funding the purchase of safe patio furniture for the recently constructed sunroom at the Clay Senior Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, City of Clay ("CLAY") applied for a grant of funds for \$500.00; and

WHEREAS, CLAY is a municipality incorporated on June 6, 2000. It seeks funds to help with the purchase of patio furniture for the Seniors Activity Center's recently constructed sunroom addition; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$500.00 to CLAY, and the grant of such funds serves a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to CLAY a lump sum payment of \$500.00 upon execution of this agreement.
3. CLAY shall use the public funds to help with the purchase of new patio furniture at the Clay Seniors Activity Center for the newly constructed sunroom.

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

4. CLAY, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. CLAY, 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 CLAY, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. CLAY, representatives signed below, certify 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. CLAY, 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 of 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 CLAY, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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 CLAY

Ronnie Dixon, Mayor

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

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Sep-24-2015-920

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 Jefferson County Board of Education to assist in funding upgrades to the athletic fields at Shades Valley High School in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Shades Valley High School's athletic fields which include football, baseball and softball. The requested funds will aid in paying for aeration, sanding and fertilization of all said fields so that Rye grass can be planted. These fields also serve the Irondale Middle School and Irondale Youth football leagues; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist Shades Valley High School with the renovation of all playing field surfaces (football, baseball and softball) with aeration, sanding, fertilization and planting of Rye grass.

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

4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify 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. JEFFCO BOE, 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 of 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 JEFFCO BOE nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

JEFFERSON COUNTY BOARD OF EDUCATION

Sheila Jones, Director of Business & Financial Affairs

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

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Sep-24-2015-921

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 Jefferson County Board of Education to assist in funding upgrades to the baseball field at Pinson High School in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Pinson Valley High School's baseball field's upgrade, a surveillane system and security lighting, repair of an inoperable AC unit in the locker room and coach's offices, repair rotten wooden lockers, installation of gravel in grass field parking area to make useable in inclement weather, replace rotting stairs going to the press box and painting the foul poles; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight and Commissioner George F. Bowman have recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose. The County Commission recommends funds will be distributed as follows: Commissioner T. Joe Knight \$1,000 and Commissioner George F. Bowman \$1,000; 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 December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.

3. JEFFCO BOE shall use the public funds to assist Pinson Valley High School with the renovation its baseball field by upgrading the field and parking area, repairs to the AC unit wooden lockers and stairs to the press box, a surveillance system and security lights and painting of foul poles.

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

4. JEFFCO BOE shall deliver to the Jefferson County Finance Department with copy to the Jefferson County Manager a detailed report describing the use of the funds a program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify 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. JEFFCO BOE, 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 of 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 JEFFCO BOE nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

JEFFERSON COUNTY BOARD OF EDUCATION

Sheila Jones, Director of Business & Financial Affairs

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

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Sep-24-2015-922

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 Gardendale to assist with funding to help with the purchase of a large flat screen television at the Gardendale Senior Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, City of Gardendale ("GARDEN DALE") applied for a grant of funds for \$500.00; and

WHEREAS, GARDENDALE is a municipality incorporated on February 7, 1956. It seeks funds to help with the purchase of a large flat screen television at the Gardendale Senior Center. The television will allow better presentation of programs offered to the seniors who attend the center; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$500.00 to GARDENDALE and the grant of such funds serves

a good and sufficient public purpose.

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 December 30, 2015.
2. The County shall pay to GARDENDALE a lump sum payment of \$500.00 upon execution of this agreement.
3. GARDENDALE shall use the public funds to help with the purchase of a large flat screen television at the Gardendale Senior Center.

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

4. GARDENDALE, shall deliver to the Jefferson County Finance Department with a copy the Jefferson County Manager a detailed report describing the use of the funds and program benefits later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. GARDENDALE 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 GARDENDALE for a period of not less than three (3) years from termination of the fiscal year set out above.

6. GARDENDALE representatives signed below, certify 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. GARDENDALE 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 of 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 GARDENDALE nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

TOWN OF GARDENDALE

Melissa Honeycutt, City Clerk

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

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Sep-24-2015-923

WHEREAS, in accordance with Title I of Subdivision 27 of the Volume 14 Appendix to the Code of Alabama, the Jefferson County Commission did, in 1995, direct the Jefferson County Planning & Zoning Commission to prepare the Jefferson County General Land Use Plan as the first phase of developing a comprehensive master plan for the unincorporated territory of Jefferson County, Alabama, and certain incorporated territories within said County; and

WHEREAS, in developing said comprehensive plan, it was found that certain County properties had zoning classifications that were inconsistent with the actual uses that were taking place on those properties; and

WHEREAS, the owners/operators of the Jefferson County Laundry and Central Plant (a.k.a., Jefferson County Central Laundry) located

at 120 County Shop Road, Camp Ketona, central office located at 131 County Shop Road Road, and the former Jefferson County Laundry Central Plant (a.k.a. the McKinnon Warehouse) located at 201 North Pine Hill Road Birmingham, AL 35217, have expressed concerns regarding the property's zoning, and wish to have it rezoned in order to be in compliance with the County's zoning regulations; and

WHEREAS, pursuant to the provisions of Section 4 of Act 344 of the 1947 General Acts of Alabama, the Jefferson County Commission may rezone property on its own initiative so long as the proper procedure of giving notice to all affected property owners and holding hearing is followed; and

WHEREAS, the Jefferson County Commission has deemed it appropriate to consider a change of zoning on the parcel of land containing Jefferson County Laundry and Central Plant, Camp Ketona, and the McKinnon Warehouse in order to resolve the above-described incompatibilities with the zoning regulations.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby authorize and direct the Deputy County Manager to initiate and bring forward, acting as agent for the Jefferson County Commission, the rezoning and subdivision cases necessary to bring Jefferson County Laundry and Central Plant, Camp Ketona, and the McKinnon Warehouse into compliance with the rules and regulations of Jefferson County, Alabama.

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

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Sep-24-2015-924

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 American Cancer Society to pool with other funding from the Real Men fundraiser and other fundraisers to pay for groundbreaking cancer research and patient programs such as transportation, hospital navigators and the Hope Lodge Facility in the amount of \$3,500 (Commissioner Carrington/\$2,500 & Commissioner Knight/\$1,000).

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, AMERICAN CANCER SOCIETY ("ACS") applied for a grant of funds for \$3,500.00; and

WHEREAS, ACS is a 501(c)(3) organization which seeks assistance in fund raising for their Real Men fundraiser which seeks funds that help pay for groundbreaking cancer research and patient programs such as transportation, hospital navigators, and the Hope Lodge Facility; and

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

WHEREAS, the Commissioner David Carrington and Commissioner T. Joe Knight have recommended funding of \$3,500.00 to ACS, and the grant of such funds serves a good and sufficient public purpose. The County Commission recommends funds will be distributed as follows: Commissioner David Carrington \$2,500 and Commissioner T, Joe Knight \$1,000.

WHEREAS, 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 December 30, 2015.
2. The County shall pay to ACS a lump sum payment of \$3,500.00 upon execution of this agreement.
3. ACS shall use the public funds to pool with other funding from the Real Men fundraiser and other fundraisers to pay for groundbreaking cancer research and patient programs such as transportation, hospital navigators and the Hope Lodge Facility.

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

4. ACS shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. ACS, 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 ACS, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. ACS, representatives signed below, certify 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. ACS, 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 of 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 ACS, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

AMERICAN CANCER SOCIETY

Julia Meyers, Account Manager, Corp. Relations

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/24/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Document No
DISTRICT 1	1000908	MINNIE S WINSTON	ONS/ONCC CHEMO & BIO CERTIFICATION	CGH: AMBUL CLINIC	139.00	1900091129
DISTRICT 1	1025152	JOHNITTA HARRIS	ONS/ONCC CHEMO& BIO CERT COURSE ONLINE	CGH: AMBUL CLINIC	279.00	1900091128
*DISTRICT 1					418.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COFFEE FOR MEETING	ECON DEV WKFORCE INVEST	15.99	1900089324
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER AND PAM MAPP FOR PARKING	ECON DEV WKFORCE INVEST	10.00	1900090511
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR OFFICE SUPPLIES	ECON DEV WKFORCE INVEST	29.90	1900091990
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: WOOD STAKES_LOWES	COMMUNITY DEVELOPMENT	13.76	1900092306
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:CPA'S SEMINAR REGISTRATION_ C. DANIELS	COMMUNITY DEVELOPMENT	65.00	1900092309
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: CDS 10 PK_HOME PROGRAM	COMM DEV HOME PROGRAM	8.99	1900092327
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:CPA'S SEMINAR REGISTRATION_ SYOUNGBLOOD	COMMUNITY DEVELOPMENT	65.00	1900092308
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENTS	HR ADMINISTRATION	151.98	1900092360
DISTRICT 2	1002632	YOLANDA B CAVER	TRAVEL: REFUND DUE EMPLOYEE_YOLANDA B. CAVER	COMMUNITY DEVELOPMENT	297.09	1900092303
DISTRICT 2	1006650	KAREN K WADLINGTON	TRAVEL - ADDITIONAL COST FOR PARKING	COMMISSIONER, DISTRICT 2	95.99	1900092440
DISTRICT 2	1020107	ECON DEV ADMIN	EDA RLF INTEREST SEQUEST FD GRT #04-39-03391.02	ECON DEV LN COUNTY	203.29	1900092359
DISTRICT 2	1033304	KALAN NORRIS	ASSESSOR REIMBURSEMENT - KALAN NORRIS	PER BD: TESTING	175.00	1900092248
DISTRICT 2	1033369	HALI CHAMBERS	ASSESSOR REIMBURSEMENT - HALI CHAMBERS	PER BD: TESTING	125.00	1900092247
DISTRICT 2	1033370	CHERALYN CHAMPION	ASSESSOR REIMBURSEMENT - CHERALYN CHAMPION	PER BD: TESTING	280.25	1900092252
DISTRICT 2	1033371	JEANESSA GANTT	ASSESSOR REIMBURSEMENT - JEANESSA GANTT	PER BD: TESTING	125.00	1900092259
DISTRICT 2	1033372	KELLEY HUGHES	ASSESSOR REIMBURSEMENT - KELLEY HUGHES	PER BD: TESTING	139.95	1900092260
DISTRICT 2	1033373	CHELSEA HUTTO	ASSESSOR REIMBURSEMENT - CHELSEA HUTTO	PER BD: TESTING	522.90	1900092262
DISTRICT 2	1033374	REID KNIGHT	ASSESSOR REIMBURSEMENT - REID KNIGHT	PER BD: TESTING	307.40	1900092265
DISTRICT 2	1033375	AMANDA KRUEGER	ASSESSOR REIMBURSEMENT - AMANDA KRUEGER	PER BD: TESTING	175.00	1900092269
DISTRICT 2	1033376	FIONA MOYER	ASSESSOR REIMBURSEMENT - FIONA MOYER	PER BD: TESTING	175.00	1900092271
DISTRICT 2	1033377	GEOVANI MULLINGS	ASSESSOR REIMBURSEMENT - GEOVANI MULLINGS	PER BD: TESTING	125.00	1900092272
DISTRICT 2	1033378	KRISTI NOBLE	ASSESSOR REIMBURSEMENT - KRISTI NOBLE	PER BD: TESTING	175.00	1900092273
DISTRICT 2	1033379	CHRISTOPHER NOONAN	ASSESSOR REIMBURSEMENT - CHRISTOPHER NOONAN	PER BD: TESTING	175.00	1900092274
DISTRICT 2	1033380	JAMES PANDOLFO	ASSESSOR REIMBURSEMENT - JAMES PANDOLFO	PER BD: TESTING	175.00	1900092275
DISTRICT 2	1033381	LILY PATEL	ASSESSOR REIMBURSEMENT - LILY PATEL	PER BD: TESTING	182.20	1900092276
DISTRICT 2	1033382	ADAM SMITH	ASSESSOR REIMBURSEMENT - ADAM SMITH	PER BD: TESTING	345.80	1900092277
DISTRICT 2	1033383	KAMAU TOOKES	ASSESSOR REIMBURSEMENT - KAMAU TOOKES	PER BD: TESTING	552.80	1900092278
DISTRICT 2	1033384	TREY TRAINUM	ASSESSOR REIMBURSEMENT - TREY TRAINUM	PER BD: TESTING	578.10	1900092279
DISTRICT 2	1033385	HOLLI DAWKINS	ASSESSOR REIMBURSEMENT - HOLLI DAWKINS	PER BD: TESTING	125.00	1900092284
DISTRICT 2	1033386	JESSICA DICKERSON	ASSESSOR REIMBURSEMENT - JESSICA DICKERSON	PER BD: TESTING	295.20	1900092287
DISTRICT 2	1033387	DOMONIQUE ANDERSON	ASSESSOR REIMBURSEMENT - DOMONIQUE ANDERSON	PER BD: TESTING	175.00	1900092249
*DISTRICT 2					5,886.59	
DISTRICT 3	1000018	AL STATE BAR FOUNDATION	ALA STATE BAR DUES 2015-2016 - CAROL SUE NELSON	COUNTY ATTORNEY	340.00	1900092320
DISTRICT 3	1000018	AL STATE BAR FOUNDATION	ALA STATE BAR DUES 2015-2016 - SHAWNNA HAAS SMITH	COUNTY ATTORNEY	340.00	1900092322
DISTRICT 3	1000018	AL STATE BAR FOUNDATION	ALA STATE BAR DUES 2015-2016 - BRENT G. GRAINGER	COUNTY ATTORNEY	345.00	1900092324
DISTRICT 3	1000018	AL STATE BAR FOUNDATION	ALA STATE BAR DUES 2015-2016 - THEODORE A. LAWSON	COUNTY ATTORNEY	325.00	1900092321
DISTRICT 3	1000018	AL STATE BAR FOUNDATION	ALA STATE BAR DUES 2015-2016 - ALLISON L. NICHOLS-	COUNTY ATTORNEY	325.00	1900092323
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FLATTIRE,ELECTRICAL,REGISTRATION	SHERIFF ENFORCE-BHAM	681.25	1900092191
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DUE K. WATSON IRWA CONF TUSCALOOSA MAR 2015 \$44.70	R&T: RIGHT OF WAY	44.70	1900092319
DISTRICT 3	1001216	ANNE-MARIE ADAMS/CLERK	COURT FEES-JEFFCO V. KAREN SMITH, DV 2009-3712	COUNTY ATTORNEY	10.00	1900092378
DISTRICT 3	1004733	FREEDOM REPORTING INC	BRIAN BILES V. JEFFCO, ROZZELL BYNER DEPO	COUNTY ATTORNEY	166.65	1900092383
DISTRICT 3	1004733	FREEDOM REPORTING INC	JEFFCO V. DEAN - DAVID FLOYD DEPO	COUNTY ATTORNEY	1,176.60	1900092382
DISTRICT 3	1004733	FREEDOM REPORTING INC	EMMA THOMAS V. JEFFCO, DEPO-EMMA THOMAS	COUNTY ATTORNEY	292.30	1900092381
DISTRICT 3	1030580	ADVANCE AL MEDIA LLC	PUBLIC NOTICES-KAMTEK AND PUBLIX ACCT 2001025	COUNTY ATTORNEY	343.75	1900092358



DISTRICT 3	1033362	ESTATES OF RICHARD H	REFUND FOR OVERPAYMENT & FB ACCT # W0-7793D	FINANCE SEWER SERVICES	1,112.12	1900092180
DISTRICT 3	1033395	ST CLAIR CO PROBATE JUDGE	COURT FEES-JEFFCO V. SHUNTA AUSTIN, SM 2012-805	COUNTY ATTORNEY	11.50	1900092380
DISTRICT 3	1033396	SHELBY CO PROBATE JUDGE	JEFFCO V. SHUNTA AUSTIN, SM 2012-805	COUNTY ATTORNEY	14.00	1900092379
*DISTRICT 3					5,527.87	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE	EMA	3.28	1900092363
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - TRAVEL REIMB, OIL CHANGE, WASHER/DRYER	EMA	720.33	1900092307
DISTRICT 4	1032631	JAMES A COKER	JIM COKER - TRAVEL MOBILE AL 6/22-26/15	EMA	79.80	1900090880
*DISTRICT 4					803.41	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WILLIE - FEMALE HDMI DVI MALE- FORBES DISTRIBUTING	INFO TECH: SYS DEV & ADMIN	12.52	1900092301
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WILLIE - MINI DISPLAY PORT TO HDMI - FORBES DISTRI	INFO TECH: SYS DEV & ADMIN	28.95	1900092302
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-MARDIS-INSECTICIDES FOR VEHICLES	BD OF EQUAL - BHAM STATE	19.29	1900092305
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC: ADDING MACHINE - RCPT #12040915153898101	TREASURER	52.20	1900092377
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC: ADDING MACHINE - RCPT #12030912150950102	TREASURE	57.99	1900092373
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC: ADDING MACHINE - RCPT #12030912150950002	TREASURER	57.99	1900092372
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC: ADDING MACHINE - RCPT #12010912153457301	TREASURE	57.99	1900092374
DISTRICT 5	1026000	BHAM BUSINESS ALLIANCE	2015 ECO DEV PARIS AIR SHOW EXHIBITOR BADGE#903242	COMMISSIONER, DISTRICT 5	135.00	1900092287
*DISTRICT 5					421.93	
**					13,057.80	

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

Sep-24-2015-925

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month of August, 2015.

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

Sep-24-2015-926

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 9/4/15 - 9/10/15

1. YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM FLOWERS BAKING COMPANY OF BIRMINGHAM LLC, BIRMINGHAM, AL, TO AWARD BID FOR FRESH BREADS/ ROLLS TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 133-15
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GENUNIE PARTS D/B/A NAPA AUTO PARTS, ATLANTA, GA, CONTRACT RENEWAL FOR AUTOMOTIVE AND FLEET REPAIR PARTS SERVICES FOR THE PERIOD OF 10/01/15 – 9/30/16. LAST YEAR OF BID. REFERENCE BID # 115-13
3. SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY INCORPORATED, TO EXTEND BID UNTIL A NEW ONE IS AWARDED. CONTRACT EXTENSION PERIOD FOR 9/11/15 – 11/10/15. REFERENCE BID # 140-14

FOR WEEK OF 9/11/15 -9/14/15

1. COOPER GREEN MERCY HEALTH SERVICES (GENERAL SERVICES0 FROM LINDE GAS, BIRMINGHAM, AL, TO AWARD BID FOR MEDICAL GASES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 126-15
2. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM WATER WAY DISTRIBUTING COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR COOLER RENTAL TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 131-15
3. GENERAL SERVICES ADMINISTRATION FROM AIRGAS, TARRANT, AL, CONTRACT RENEWAL FOR THE PURCHASE OF OXYGEN, ACETYLENE AND OTHER GASES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 139-14
4. BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM CCP INDUSTRIES INCORPORATED, CLEVELAND, OH, TO EXTEND BID UNTIL A NEW ONE HAS BEEN AWARDED. CONTRACT EXTENSION PERIOD: 9/25/15 - 11/25/15. REFERENCE BID # 158-12

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"

Carrington, Knight, Bowman, Brown and Stephens.

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Sep-24-2015-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/4/15 - 9/10/15 and 9/11/15 -9/14/15, BE AND HEREBY IS APPROVED.

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

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Sep-24-2015-928

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/4/15 - 9/10/15 and 9/11/15 -9/14/15, BE AND HEREBY IS APPROVED.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Family Court	\$4,500.00
Vanessa Jones, Angela Harris and Devella Malone	
Reducing Racial and Ethnic Disparities	
Washington, DC – August 2-7, 2015	

Information Technology	\$2,720.00
Chris Bookout, *Willie Wright, Danny Reavis &	
Kevin Hughins	
Crystal Reports Level 2	
Birmingham, AL - *November 2-6, 2015 & January 11-15, 2016	

Willie Wright, Danny Reavis, Kevin Hughins	\$2,040.00
Crystal Reports Level 1	
Birmingham, AL -	

Individual Staff Development

Commission - District 5	
David Carrington	\$634.17
Association of County Commissioners of Alabama	
Orange Beach, AL – August 18-20, 2015	

County Attorney	
Alison Gault	\$329.00
CLE Seminar	
Birmingham, AL – October 23, 2015	

Land Development	
Evan Williams	\$686.08
APA Conference	
Orange Beach, AL – October 7-9, 2015	

Information Technology	
Denise Trimmier	\$1,149.28
ALNENA Statewide Annual Conference & AIRS	
(radio system) Meetings	
Gulf Shores, AL – October 11-16, 2015	

For Information Only  
Sheriff's Office  
Angel Santiago  
Managing Risk with Objective Jail Classification  
Lynchburg, VA – September 13-17, 2015

\$1,023.04

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

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Sep-24-2015-929

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and GM Johnson & Associates, Ltd. authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS  
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by GM Johnson & Associates, Ltd., the LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall commence on the date hereof and continue for three years. This LICENSE can be terminated by a thirty (30) day written notice for any reason. Upon termination of this LICENSE for any reason whatsoever, the LICENSEE will remove all data provided by Jefferson County from their respective computer systems. This includes both requested Geospatial Data as well as Derivative Data. All backup tapes or other backup media will be destroyed. The data removed or the media will be turned over to Jefferson County. The LICENSEE shall not be entitled to any refund of fees. The LICENSEE shall be liable to Jefferson County for all damages resulting to or incurred by Jefferson County from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

GM JOHNSON & ASSOCIATES, LTD

James A. Stephens, President

Jefferson County Commission

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

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Sep-24-2015-930

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 Piper Davis National Baseball League to assist with funds for offsetting travel, lodging and trophy expenses for teams and players participating in the Piper Davis National Baseball League and Piper Davis Nation Inner City Tournament in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Piper Davis National Baseball League ("PIPER") applied for grant of funds for \$5,000.00; and  
WHEREAS, PIPER is a 501(c)(3) organization which seeks funds to aid with transportation costs of all ball players to various game locations, lodging of visiting teams and trophies for winning teams any players participating in the Piper Davis National Inner City Tournament; and

WHEREAS; PIPER meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Fn Bowman has recommended funding of \$5,000.00 to PIPER 'and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in 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 December 30, 2015.
2. The County shall pay to PIPER a lump sum payment of \$5,000.00 upon execution of this agreement. \
3. PIPER shall use the public funds for offsetting travel, lodging and trophy expenses for teams and players participating in the Piper Davis National Baseball League and Piper Davis Nation Inner City Tournament.

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

4. PIPER shall deliver to the Jefferson County Finance Department with a copy to tje Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty 0) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. PIPER, 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 PIPER, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. PIPER, representatives signed below, certify 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. PIPER, 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 of 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 PIPER, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, 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 the County 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 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, Contractee 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

PIPER DAVIS NATIONAL BASEBALL LEAGUE

FRED L. PLUMP, EXECUTIVE DIRECTOR

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

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Motion was made by Commissioner Brown seconded by Commissioner Knight that the following item be added as New Business.

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

Sep-24-2015-931

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission is authorized to accept payment from Alabama Power Company in the amount of \$17,978.16 in exchange for settlement of claim by Cooper Green for damage to electronic and appliances and the execution of a General Release.

GENERAL RELEASE - Read Carefully Before Signing

KNOW ALL. PERSONS BY THESE PRESENT that I/WE:

Cooper Green Mercy Health System  
1515 6<sup>th</sup> Ave S  
Birmingham, AL 35233

Far and in consideration of Seventeen Thousand Nine Hundred Seventy-Eight and 16/100 Cents (\$17,978. 16) and paid by Alabama Power Company, the payment whereof is hereby acknowledge, have released and forever discharged, and by these present do release and forever discharge the said Alabama Power Company, its employees or agents, successors and assigns, from all claim or claims, demand or demands, actions, liens, cause or causes of action, which I/we have or can have or could maintain, by reason of or arising out of an incident occurring on or about July 31, 2015 in which I/we incurred damage to electronics and appliances, for and in consideration of aforesaid, I/we do hereby for myself, heirs, representatives and assigns indemnify, release and forever discharge the said Alabama Power Company, its employees or agents, successors and assigns, of and from any and all claims, demand or demands, damages, action or actions, cause or causes of action which I/we have or can have or could maintain by reason of any matter of thing done or suffered to be done, or omitted or suffered to be omitted to be done with regard to the matter above specified and prior to the day of the date hereof. It is further understood and agreed that nothing done or to be done in or on the premises is to be construed as any admission of liability.

The undersigned further declare(s) and represent(s) that no premise, inducement or agreement not herein expressed has been made to the undersigned, and the release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

In witness whereof I have hereunto set forth my hand and seal, this 24 date of September in the year 2015

\_\_\_\_\_  
Signature \_\_\_\_\_ Witness

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

\_\_\_\_\_  
Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

\_\_\_\_\_  
Thereupon the Commission Meeting was recessed.

\_\_\_\_\_  
The Commission met in Work Session on September 28, 2015.

· Commissioner Carrington, Finance, Information Technology & Business Development Committee - discussions regarding FY2015-2016 operating budget

The Commission met in Work Session on September 29, 2015, and approved the following items to be placed on the September 24, 2015, reconvened Regular Commission Meeting Agenda:

· Commissioner Carrington, Finance, Information Technology & Business Development Committee: seven (7) items.

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The Commission reconvened in regular session at the Birmingham Courthouse September 29, 2015 at 9:15 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

Spe-29-2015-932

Jefferson County Commission  
Fiscal Year 2015-2016 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2015, and ending September 30, 2016 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$698,626,701 for the following funds for the ensuing year:

General Fund	177,933,419
State Fund	13,117,426
Office of Senior Citizen Fund	3,240,611
Cooper Green Fund	60,926,016
School Warrant Fund	102,746,266
Road Fund	21,748,148
Community Development Fund	2,332,640
Economic Development Fund	2,193,892
Community Development Home Program Fund	832,009
Capital Projects Fund	26,510,129
Capital Road Projects Fund	19,314,648
Landfill Fund	600,000
Sanitary Operations Fund	211,271,986
Emergency Management Agency Fund	1,122,119
Personnel Board Fund	10,026,800
Pension Board Fund	640,916
Debt Service Fund	25,056,494
Fleet Management Fund	9,313,182
Public Building Authority Fund	9,700,000
TOTAL OPERATING AND CAPITAL BUDGET	698,626,701

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2015-2016 be and the same is hereby adopted.

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

Sep-29-2015-933

Jefferson County Commission  
Fiscal Year 2016 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231, 1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2015 - 2016 operating budget the County governing body, the County Commission; and

WHEREAS, the Finance Department did review the Health Board's operating budget, its financial statements and statements of external funding sources, and after which said office did recommend the operating budget to the Commission; and

WHEREAS, the County Commission has discussed the Health Board's budget request.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2015 - 2016 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected 6,400,000; 2% of all the ad valorem taxes collected in the County for both the County & Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

BE IT FURTHER RESOLVED that the CFO is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231, 1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this the 29<sup>th</sup> day of September, 2015.

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

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Sep-29-2015-934

Holiday Schedule

BE IT RESOLVED by the Jefferson County Commission that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2015 - 2016.

November 11, 2015 (Wednesday)	Veterans Day
November 26 & 27, 2015 (Thursday and Friday)	Thanksgiving
December 24 & 25, 2015 ( Thursday and Friday)	Christmas
January 1, 2016 (Friday)	New Year's Day
January 18, 2016 (Monday)	Martin Luther King Day
May 30, 2016 (Monday)	Memorial Day
July 4, 2016 (Monday)	Independence Day
September 5, 2016 (Monday)	Labor Day
1 day	Variable

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

Jefferson County Commission

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

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Sep-29-2015-935

Salary Adjustment

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the classified employees of Jefferson County,

Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.

2. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the unclassified employees in the Laborer 1, Laborer II, and Laborer III jobs of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate of compensation of the respective employees.

3. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the Appointed Administrative Assistants, Appointed Secretaries and other unclassified employees who are appointed by the County Commission and/or County Manager whose salaries are set by the County Commission shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees

4. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the unclassified clerical employees appointed by other elected county officials shall receive a salary adjustment increase in the amount of 2.0% of the present base rate compensation of the respective employees.

5. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the Deputy District Attorneys for the Birmingham District and Deputy District Attorneys for the Bessemer District who receive a portion of their compensation from the Jefferson County Commission as a salary supplement, shall receive a salary adjustment increase in the amount of 2.0% of the present base rate supplement received from the Jefferson County Commission.

6. That classified employee pay rates shall be in accordance with the pay schedules established and maintained by the Personnel Board of Jefferson County, Alabama.

7. That said salary adjustment increase shall be effective through the end of the pay period which includes September 30, 2016 and shall remain in effect unless modified or amended by formal action of the Jefferson County Commission.

8. That effective the beginning of the first full pay period in Fiscal Year 2015-2016, the local officials covered by Chapter 2A, Title 11, Code of Alabama 1975\*, shall receive a salary adjustment in the amount of 2.0% of the base rate compensation of the respective local officials.

Adopted: This 29<sup>th</sup> day of September, 2015.

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

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Sep-29-2015-936

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commuting Vehicle Usage by Department Authorization Forms Summary for Fiscal Year 2015 - 2016, be and hereby is approved.

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

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Sep-29-2015-937

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Administrative Assistant - County Commission (classification #094628) be increase from \$27,500.00 to \$30,500.00 effective October 3, 2015.

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

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Sep-29-2015-938

WHEREAS, an acknowledgment of the current number of Microsoft software licenses in use by the Jefferson County Commission is required by our vendor, Software House International (SHI) in order for them to provide the County's Microsoft software.



NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer of Jefferson County is hereby authorized to execute the Microsoft Volume Licensing Program Signature Form, designated as Agreement Number 01E61911.

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

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Thereupon the Commission Meeting was recessed.

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Commissioner Carrington’s Statement:

My September 24, 2015 Statement on the Old South Mural, Convicted Commissioners Pictures in the Commission Chambers Entry Hall and Swastika-Like Images on the Exterior Walls of the Courthouse

Commissioners, I have frequently described our role as janitors. Whether we like it or not – whether we're comfortable with it or not – we were elected by our respective constituents to clean up the messes left by our predecessors.

In retrospect, we have not always been in unanimous agreement on each issue we've faced, but, as a body, we have been willing to collectively make difficult decisions and move on. I, like each of you, have found myself on the opposite side of a majority decision. But, as a body, we do what the majority feels is right and move on.

With that said, I believe that there are multiple Courthouse images that send the wrong signals about who we are as a community: (1) the 1934 Old South mural that is prominently displayed in the Linn Park entrance to the courthouse that depicts slaves picking cotton for a plantation owner; (2) pictures of former county commissioners who were convicted of felonies being honorably displayed in the entry hall to the Commission Chambers; and (3) swastika-like images etched into the outside walls of this very Courthouse.

Commissioners, I don't believe in human trafficking whether it happened 200 minutes ago in Thailand or 200 years ago in Africa; I don't believe in religious cleansing whether it happened 75 minutes ago at the hands of ISIS or 75 years ago at the hands of the Nazis; and I don't believe that positions of honor should ever be held by self-dealing elected officials who betrayed the public's trust.

I personally believe that these particular images belong in art museums and history books, not in our County Courthouse where the business of all the people is conducted – not just for the whites, but for the blacks and browns as well – not just for the Christians, but for the Jews and Buddhists as well – and not just for the powerful, but for the downtrodden and powerless as well.

Commissioners, I started by saying that we've faced many difficult decisions during our tenure. But, in my opinion, the modification or removal of the images I've mentioned above is not a difficult one.

We've received a settlement check from BP to restore damage to our community. I can't think of any better use for this money than to begin the re-branding of Jefferson County, starting with the careful, cost-effective modification or removal of these images as expeditiously as possible.

David Carrington

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President

ATTEST

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Minute Clerk