

STATE OF ALABAMA)

JEFFERSON COUNTY) November 19, 2015

The Commission convened in regular session at the Birmingham Courthouse at 8:40 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of November 5, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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The Commission met in Work Session on November 17, 2015, and approved the following items to be placed on the November 19, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Item 3.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 4.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 14, Addendum Items 4 & 5 and two additional items.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Addendum Items 7 and 8.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 23 and Addendum Items 9 and 10.

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ALABAMA FARM-CITY WEEK-2015

PROCLAMATION

Psalm 104:14:

He causes the grass to grow for the cattle, And vegetation for the labor of man, So that he may bring forth food from the earth.

WHEREAS, it is the Tradition of the Jefferson County Commission to honor individuals in our community for outstanding service and accomplishments; and

WHEREAS, For the past 59 years during Thanksgiving week, the American people have observed Farm-City Week to express gratitude for the bounty with which God has blessed our land and to recognize the achievements of the farmers, rural townspeople, and city residents who make our Nation's agricultural production and distribution system so successful. Truly this cooperation between rural and city dwellers for mutual benefit helps ensure our country's well-being.

WHEREAS, America's farmers have provided food and fiber to sustain our people throughout decade and after decade of progress. Farmer's productivity has increased steadily, thanks largely to their initiative in supporting and adopting the methods and materials developed by scientific research. Yield per acre has grown tremendously, with the result that American farmers are able not only to meet the Nation's basic needs for foodstuffs, but also to produce agricultural goods for export and for a wide variety of specialty markets here in the United States and around the world.

WHEREAS, American Agriculture, and the many service industries that depend upon it in cities and towns and along all the routes in between, is a story of extraordinary labor creating extraordinary abundance. At this time of year, it is only fitting that all Americans offer some special sign of thanks to those who grow, harvest, and bring to our Nation's tables the fruits of sun, seed, and soil.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER JAMES A. STEPHENS, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that we proclaim the week of November the twentieth through the twenty-sixth, Two Thousand and Fifteen., as Alabama Farm-City Week. I call upon all citizens in rural and cities alike to join in recognizing the accomplishments of our productive farmers and of our urban residents, who cooperate to create abundance, wealth, and strength for our Nation.

Signed by the Jefferson County Commission this the Nineteenth day of November, Two Thousand and Fifteen.

James A. Stephens, President

Sandra Little Brown, President Tempore  
David Carrington, Commissioner  
T. Joe Knight, Commissioner  
George F. Bowman, Commissioner

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Nov-19-2015-1086

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Swett & Associates, Elevator Consultants to perform elevator audits, state certification elevator inspections, state certification applications, maintenance reports, call log reports, capital plan, etc. for the period November 1, 2015 - October 31, 2018 in the amount of \$78,581.25 - General Services and \$19,445 - Cooper Green Mercy Health Services.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered Into this let day of November 1, 2015. by and between the Jefferson County Commission, hereinafter called "the County, and Swett & Associates/Elevator Consultants located at PO Box 7429, Houston, Texas 77248, hereinafter called "the Contractor."

WHEREAS. the County desires to contract for Elevator Consulting Services for inspections and audits of elevators as listed in Attachment "A"; and

WHEREAS, the Contractor desire to furnish said services to the General Services Department and Cooper Green Health Services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: Perform elevator audits, state certification elevator inspections, state certification applications, maintenance reports, call log reports. capital plan, See Attachment "B" for further detail of the scope of services. The elevators included within the "Scope of Services" may be adjusted (added or deleted) as necessary at the County's sole discretion. If an adjustment is made, compensation will be adjusted to reflect the change in scope per the itemized service costs detail as described in Attachment "C".

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for three years beginning November 1, 2015 through October 31, 2018.

COMPENSATION: General Services; Three year total contract amount is \$78,581.25. (year one \$18,943.75, year two \$40,693.75, year three \$18,943.75.) Cooper Green Hospital; Three year total contract amount is \$19,445 (year one \$4,415.00. year two \$10,615.00, year three \$4,415.00.) For further cost details and adjustable unit rates see Attachment "C".

NOTICES: Unless otherwise provided herein. all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail. return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Swett & Associates, Elevator Consultants

PO Box 7429

Houston, Texas 77248

Copy to: Jefferson County Commission

General Services Department

Director of General Services

Room 1

716 Richard Arrington Jr. Blvd. N

Birmingham. AL 35203

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

Contractor

Jefferson County, Alabama

Sheila N. Swett - Sole Proprietor

James A. Stephens, President - Jefferson County Commission

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

Nov-19-2015-1087

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Maintenance and Support Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Data Innovations, LLC to provide maintenance and support services for Instrument Manager software for the period November 21, 2015 - November 20, 2016 in the amount of \$8,331.12.

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

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Nov-19-2015-1088

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and Alabama Media Group, d/b/a The Birmingham News to provide retail advertising for public notices and legal advertisings. The contract is for the period September 1, 2015 to September 30, 2016 and is not to exceed \$25,000.00.

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

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Nov-19-2015-1089

WHEREAS, the Jefferson County Commission has been awarded a Joint Adult Drug Court Grant for a three year period from the Department of Justice, Office of Justice Programs in the amount of \$300,000.00; and

WHEREAS, funding is \$100,000.00 a year for a period of three years.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign grant award 2015-DC-BX-0082 from the Department of Justice for \$300,000.00.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign any related documents required for the grant.

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

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Nov-19-2015-1090

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Brighton Mini Park Improvements Project (CDBG13-03F-M02-BMP), such bids having been opened on October 13, 2015, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Deduct</u>	<u>Total Bid</u>
Sherrod Construction Company, Inc.	\$129,469.00		\$129,469.00
Coston General Contractors, Inc.	\$130,487.00		\$130,487.00
Syms Contractors Inc.	\$144,791.40	(\$4,003.00)	\$140,788.40
Richardson Construction Co., Inc.	\$143,000.00		\$143,000.00

WHEREAS, after tabulation by CEAssociates, and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Sherrod Construction Company, Inc., for the bid amount of \$129,469.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Brighton Mini Park Improvements Project (CDBG13-03F-M02-BMP) to Sherrod Construction Company Inc., for the bid amount of One Hundred Twenty Nine Four Hundred and Sixty Nine and 00/100 Dollars. This project will be funded with CDBG federal funds. This project is from the Program Year 2013.

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

Knight, Brown, Bowman, Carrington and Stephens.

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Nov-19-2015-1091

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County had to submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas; and

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2013 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the Public Facility Project in order to request Round Two (2) funding for allocation to the Concord Storm Shelter, McAdory Storm Shelter and Adger Storm Shelter Public Facility activities, plus a request for Round Two (2) funding for allocation to the Administration activity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to amend the 2013 CDBG-DR.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to submit to the U.S. Department of Housing and Urban Development Amendment #3 to the 2013 CDBG-DR One-Year Action Plan (B-13-US-01-0001).

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

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Nov-19-2015-1092

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jones Utility and Constructing Company to provide road boring services at various locations in the County for the period November 19, 2015 - November 18, 2018 in the amount of \$300,000 per year.

CONTRACT N0. 7996

ITB #: 1-16

"ROAD BORING SERVICES"

THIS AGREEMENT entered into this \_\_\_\_\_ day of 2015, by and between, Jefferson County, Alabama (Roads & Transportation Department), hereinafter called "the County", and Jones Utility & Contracting, Company, hereinafter called "the Contractor". The effective date of this agreement shall be November 19, 2015 or upon Commission Approval.

WHEREAS, the County desires to contract for Road Boring Services for Jefferson County Alabama (Roads & Transportation Department), hereinafter called "The County"; and

WHEREAS, the Contractor desires to furnish Road Boring Services to the County;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid #1-16 dated October 6, 2015, the terms of which are included herein by reference. The Contractor shall perform all necessary Road Boring Services provided under this Contract as required by Jefferson County Alabama (Roads & Transportation Department). The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
  - Jack & Bore style boring activity will be at various locations consisting of an average bore of 30 feet to 40 feet in length for each

location, not to exceed 150 feet in length for any one bore location.

- Casing diameter and wall thickness will be specified for each location by Jefferson County Roads and Transportation personnel.
- The depth of the bore shall not exceed 50 feet. The total length of all boring sites shall not exceed 1000' per contract year.
- All ADEM violations shall be the responsibility of the contractor.
- All work is subject to inspection by Jefferson County Roads and Transportation personnel, and payment per location shall not be authorized until all work has been completed at the location and is in accordance with Jefferson County specifications.
- All bores and/or casings over 42" in diameter will be bid on an individual basis and are not within this scope.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render Road Boring Services to Jefferson County Alabama at any time after the effective date of this Contract. The completion date of all services under this Contract is October 31, 2018.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered per pricing shown in Exhibit A as attached.

5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever,

except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

7. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

8. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

10. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

15. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has 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 secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing 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.

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

16. ASSIGNMENT No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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

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

Richard Jones

(Jones Utility & Construction, Company Incorporated)

JEFFERSON COUNTY, ALABAMA:

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

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

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Nov-19-2015-1093

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Hoover for Jefferson County to provide maintenance for select roadways in the City of Hoover.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND  
THE CITY OF HOOVER, ALABAMA

REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the City of Hoover, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to

as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction; and

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways; and

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement; and

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility; and

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same; and

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

#### SECTION 1: CERTAIN ROADS ACCEPTED FOR MAINTENANCE BY COUNTY

A. The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this Agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this Agreement and as shown in Exhibit A attached hereto. The roads to be included in this Agreement are as follows:

1. County Road 2 (aka South Shades Crest Road)
2. County Road 97 (aka Shades Crest Road) beginning at the intersection of West Oxmoor Road southerly to Alabama Highway 150.
3. County Road 113 (aka Rocky Ridge Road)
4. County Road 42 (aka Tyler Road)

(hereinafter "Subject Roadways" or, individually, "Roadway".)

B. No other road and/or portion of road will be maintained by the County unless written notification by the City is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

C. The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City.

#### SECTION 2: County's Responsibilities

Any and all maintenance performed by the County on the Subject Roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the Subject Roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges -The County shall only be responsible for the following bridges:

South Shades Crest Road over CSX Railroad-BIN No. 007179

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.

8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

9. Notification - The County Administrator shall notify the City Administrator in writing of any impending work by the County on the above listed roadways and bridges.

#### SECTION 3: City's Responsibilities

A. The City shall be responsible for maintenance and installation of the following on the Subject Roadways:

1. Traffic Control - This includes, but is not limited to, striping\*', markings, signals\*(\*The County can maintain signals and centerline and edge striping per separate reimbursable agreement should the City desire to obtain these services.), signage, and all associated items along the Roadway and serving the driveway and side roadway connections along the Roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.

2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc. shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure if allowed by law. If the County has to replace the structure to maintain the roadbed, the work shall be billed to the third party based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for proposed access to the Roadway (roadway, drainage, or utility) shall be submitted, reviewed, and inspected by the County Administrator and his/her staff. The County shall have fourteen (14) calendar days in which to make comment on said plans. If no comments are received within fourteen (14) calendar days, the plans will be considered approved by the County. The County Administrator shall notify the City Administrator within a reasonable time of completion of construction if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature lying within the road right-of-way shall be the responsibility of the City.

6. Litter - Pickup and clearing of litter lying within the road right-of-way shall be the responsibility of the City. Any associated ordinances or signing shall fall under Item I - Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) within the road right-of-way shall be the responsibility of the City, except as noted for storm events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of way or clear zone of the Roadway that could be considered a safety hazard per ALDOT specifications.

9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed Subject Roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County.

B. The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that, without attention, would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

#### SECTION 4: Liability related to City Ordinances, Policies, Rules and Regulations

A. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy,



rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

SECTION 5: Termination of Agreement

This Agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the Subject Roadways, including but limited to eliminating roadways to be maintained and/or termination of this agreement.

SECTION 6: Discrepancies

If there are any discrepancies between this Agreement and state or federal law, the state or federal law shall govern.

SECTION 7: Notice

A. Each party to this Agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer  
Room A200 Courthouse  
716 Richard Arrington Jr. Blvd N  
Birmingham, AL 35203.

B. The City's designated Administrator shall be the following:

City Engineer  
Hoover Public Safety Center  
2020 Valleydale Road, Suite E-10  
Hoover, Alabama 35244

SECTION 8. Immigration Provision By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

Executed by the parties on the date(s) set forth below.

JEFFERSON COUNTY COMMISSION  
James A. Stephens, President

CITY OF HOOVER  
Gary Ivey, Mayor

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

\_\_\_\_\_

Communication was read from Roads & Transportation recommended the following;

- 1. Trussville Utilities Board to install 210' of gas main at 121 20<sup>th</sup> Avenue NE and 2<sup>nd</sup> Street NE in Center Point.

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

\_\_\_\_\_

Nov-19-2015-1094

WHEREAS, Jefferson County has acquired certain rights-of-way along Minor Parkway in Docena for the purposes of the Docena Bridge Replacement on Minor Parkway Project; and

WHEREAS, Section 9-15-100 of the Code of Alabama (1975), subsection (c) requires that a report of such acquisition shall be attached to the minutes of the next scheduled meeting of the body following the purchase.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the right-of-way acquisition report of property purchased pursuant to Docena Bridge Replacement on Minor Parkway Project be made a part of the minutes of its November 19, 2015, Commission Meeting and be made an exhibit to this resolution.

Property Purchase Disclosure - Docena Bridge Replacement on Minor Parkway

BR-3713(250)

Property Purchase Disclosure Act 2014-133

Right-of-way was acquired along Minor Parkway in Docena. The property is located on the southwest corner of the intersection of Minor Parkway Bridge over the railroad tracts. Funding was an 80/20 split, 80% federal funds and 20% Jefferson County funds.

There was one tract of property acquired, which is identified herein. Pursuant to 49 C.F.R. § 24.9(b), all other records pertaining to this project are confidential because this project received federal funding.

Tract #	Property Address
Tract 1	513 7 <sup>th</sup> Street, Docena, AL 35060

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

Nov-19-2015-1095

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Brasher Road between Hagood Road and Bradford Road in order to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert for up to five days beginning Monday, November 30, 2015.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Nov-19-2015-1096

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close sections of Wright Street and Martin Road in Grayson Valley in order to repair and replace sanitary sewer pipe from Monday, November 23, 2015 to Friday, January 8, 2016, to complete the work.

All roads will be reopened at night Monday through Friday and will remain open throughout the weekends and holidays.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Nov-19-2015-1097

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is 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 construction of a force main sewer in U. S. Highway 31, Alabama Highway 150 and I-459 ROW’s in the City of Hoover.

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

Project Number	Bond Number OFLO542547
Permit Number	Bonding Agency Insurance Network
Route Number	P.E.
R.O.W.	Construction
Location of Accommodation: Milepost 263 to 264	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 consisting approximately of the following:

1478 linear feet in total of 8 inch diameter, HDPE sanitary sewer pipe running parallel to and crossing U.S. Highway 31, Alabama Highway 150 and 1-459 ROW in the City of Hoover. (695 linear feet will cross U.S. Highway 31 in 155 feet of 24 inch steel casing and 85 feet of 18 inch steel casing. 426 linear feet will cross Alabama Highway 150 and 1-459 in a 48 inch steel casing.); 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 F 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 \$20,000 (Bond Number:OFLO542547) 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 both their official and individual 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 Form MB-O1 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 times 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, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both 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 Alabama Department of Transportation, the officials, officers, servants, and employees, in both 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) misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, 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 for sewer work.

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 Services 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

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

\_\_\_\_\_  
Nov-19-2015-1098

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System Rehabilitation - Asset Management Program - Contract No. AMOI-2015 Sewer Repair and Replacement project, such certified bids having been open on Wednesday, July 22, 2015 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Global Construction & Engineering, Inc.	\$ 5,188,824.00
2. Tren-Tay Incorporated	\$ 5,294,860.00
3. Morgan Contracting, Inc.	\$ 5,572,294.00
4. Russo Corporation	\$ 5,615,083.66
5. Baird Contracting Co., Inc.	\$ 5,853,914.83
6. Bama Utility Contractors, Inc.	\$ 6,067,363.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the Sanitary Sewer System Rehabilitation - Asset Management Program - Contract No. AM01-2015 Sewer Repair and Replacement project be awarded to Global Construction & Engineering, Inc. in the amount of \$ 5,188,824.00.

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

\_\_\_\_\_  
Nov-19-2015-1099

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from State Farm Insurance Company in the amount of \$1,425.00 in return for execution of a Release.

Release  
(Property Damage Only)

For the Sole Consideration of:

01-2536-893

One thousand four hundred twenty-five and 00/100---dollars, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby and forever discharges Evelyn V. Ennis, his heirs, executors, administrators, agents and assigns and all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about the 20<sup>th</sup> day of June, (year) 2013\*, at or near Allison Bonnett Memorial Dr., Hueytown, AL.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, agents and assigns.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Witness Whereof, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand(s) and seal(s) this 19<sup>th</sup> day of November, 2015.

In the presence of

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_ Witness

James A. Stephens, President

Jefferson County Commission

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

\_\_\_\_\_  
Nov-19-2015-1100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Nationwide Property and Casualty Insurance Company in the amount of Six Thousand One Hundred Eighty Four and 66/100 (\$6,184.66) 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 Nationwide Property and Casualty Insurance Company in the amount of \$6,184.66 and forward it to the County Attorney for disbursement.

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

\_\_\_\_\_  
Nov-19-2015-1101

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

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

\_\_\_\_\_  
Nov-19-2015-1102

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Carolyn P. Cauthen in the amount of Three Hundred Eighty Five and no/100 (\$385.00) 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 Carolyn P. Cauthen in the amount of \$385.00 and forward-it to the County Attorney for disbursement.

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

Nov-19-2015-1103

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Michael Ryan is hereby denied.

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

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Nov-19-2015-1104

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Imogene B. Jackson is hereby denied.

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

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Nov-19-2015-1105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation lawsuit titled *Cheryl Pennington v. Jefferson County Commission*, Jefferson County Circuit Court Case No. CV 2011-903271, in the amount of One Hundred Thirty Five Thousand and 00/100 (\$135,000.00) Dollars.

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

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Nov-19-2015-1106

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation lawsuit titled *Emma Thomas v. Jefferson County*, Jefferson County Court Case No. CV 2014-902570, for Nine Thousand and 00/100 (\$9,000.00) Dollars.

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

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Nov-19-2015-1107

WHEREAS, the Jefferson County Commission is committed to improving local transportation infrastructure for its citizens; and

WHEREAS, on July 16, 2015, the Jefferson County Commission passed a resolution committing Six Hundred Ninety Four Thousand Four Hundred Fifty Two Dollars (\$694,452.00) to the resurfacing of Floyd Bradford Road In Jefferson County, Alabama (PROJECT) Minute Book 168; Page(s) 245; and

WHEREAS, the City of Birmingham, the City of Irondale, the City of Leeds, and the City of Trussville have expressed Interest In assisting in these Improvements; and

WHEREAS, negotiations including MOUs are still ongoing between the COUNTY and the City of Birmingham, the City of Irondale, the City of Leeds, and the City of Trussville, for repairs and resurfacing of PROJECT, and commitment to a possible plan of action; and

WHEREAS, an amendment has been made to each of the municipalities for matching funds listed below with. required signed MOU's by each city confirming commitment with the understanding that LNG's payment is contingent on all cities participating:

City of Birmingham	\$ 15,168.00
City of Irondale	\$139,809.00
City of Leeds	\$ 58,725.00

City of Trussville \$151,130.00  
 Jefferson County \$601,152.00  
 Trussville LNG \$150,000.00

BE IT RESOLVED that the Jefferson County Commission will be the lead agency and will secure all additional documentation for the engineering, inspection, and construction of PROJECT once negotiations have concluded.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution Number Jul-16-2015-587, be and hereby is rescinded.

ADOPTED AND APPROVED by the Jefferson County Commission, Alabama, this 19<sup>th</sup> day of November, 2015.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

Nov-19-2015-1108

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with Everbridge, Inc. for annual subscription for Everbridge mass notification with unlimited domestic minutes for the period November 20, 2015 - November 19, 2017 in the amount of \$110,701.99 for one year.

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

Jefferson County Commission  
 Unusual Demands  
 11/19/2015

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10002100	LAND DEVELOPMENT	100841	NATIONAL EMERGENCY	2016 NENA MEMBERSHIP DUES - LAURA ABEL	137.00	133529	237
10002100	LAND DEVELOPMENT	100841	NATIONAL EMERGENCY	2016 NENA MEMSHIP DUES - KATHERINE J. BURLESON	137.00	13531	237
10002100	LAND DEVELOPMENT	100841	NATIONAL EMERGENCY	2016 NENA MEMBERHIP DUES - EDWARD CONNELLY	137.00	133532	237
<b>TOTAL</b>					<b>411.00</b>		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED LAMINATE FOR CENTER POINT CH	409.90	135581	1219
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF FLAT BAR AND RODS FOR BURIALS	300.00	136000	1319
<b>TOTAL</b>					<b>709.90</b>		
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	ALABAMA ELECTION CONFERENCE REGISTRATION FOR EMPLO	450.00	135745	1261
<b>TOTAL</b>					<b>450.00</b>		
10002810	PAYROLL	100061	AMERICAN PAYROLL ASSN	140013- Valerie McGregory	219.00	136578	1465
<b>TOTAL</b>					<b>219.00</b>		
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	TOWER HEATER/LOWE'S 2/6/15	99.96	135615	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	FUEL/MORRIS CHEVRON 1/23/15	48.28	135620	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	GOPRO MOUNT/AMAZON 9-23-14	59.97	135622	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	JOURNAL BOOKS/STAPLES 9/24/14	69.98	135625	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LEVIES PROBATED/ 682452	16.00	135627	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LEVIES PROBATED/ 689716	32.00	135629	1230
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HOSE COUPLING/LOWE'S 8/21/15	4.98	135664	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	BRASS FITTING/HARBOR FREIGHT 8-24-15	1.99	135674	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	FUSE HOLDER/GRAINGER 8-24-15	60.57	135676	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	FUSES/ADVANCED AUTO 8/25/15	32.74	135678	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	TAPE & CARTON WRAP/AMER. OSMENT 9/9/15	79.53	135679	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	PLATE REFURB/BHAM TROPHY 10-10-15	6.00	135681	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	KEY/LOWE'S 10-5-15	3.54	135683	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	CLEANER,RACHET,BRAKE/HARBOR 9-25-15	72.97	135686	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	PAINT MARKER/NAPA 9-30-15	7.98	135690	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	OPERATING KEYS/ESMET 9-25-15	20.00	135693	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	INSECT SPRAY/LOWE'S 10-8-15	22.52	135696	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	TOTES/WALMART 9-22-15	20.13	135698	1235
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	TRIMMER LINE/LOWE'S 10-9-15	2.88	135702	1235
<b>TOTAL</b>					<b>662.02</b>		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	CDL APPOINTMENT FEE/ 8/10/15	22.00	135635	1232
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	CDL LICENSE/9/4/15	56.25	135654	1232
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	AMMO CANS/WALMART 9/22/15	48.80	135655	1232
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	WHEELCHAIR/AL GOODWILL IND. 9/14/15	20.09	135657	1232
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	WHEELCHAIR/MISSION IMPOSSIBLE 9/16/15	12.99	135659	1232
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	EXT. HARD DRIVE/OFFICE DEPOT 9/2/15	109.99	135660	1232
<b>TOTAL</b>					<b>270.12</b>		
10004200	YOUTH DETEN ADMIN	100193	JEFFERSON CO TREASURER	Supplies/food for Residents Youth Detention Center	196.70	136183	1370
<b>TOTAL</b>					<b>196.70</b>		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Supplies/food for Residents Youth Detention Center	196.70	136183	1370
<b>TOTAL</b>					<b>196.70</b>		
21305300	ROADS & TRANS R OF W	102471	ALAN DODD	TRAVEL REIMBURSEMENT ALAN DODD - 07/21-25/2015	181.56	136505	1449
<b>TOTAL</b>					<b>181.56</b>		
21305400	ROADS & TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	DRILL BITS - HIGHWAY ENGINEERING BRIDGE DIVISION	105.00	135691	1237



21305400	ROADS & TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	SPOTLIGHT, KEY, RACHET STRAPS	66.94	135766	1263
<b>TOTAL</b>					<b>171.94</b>		
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	RUBBER STRAPS, POSTAGE, WHISTLE, TIE STRAPS - BESS	84.39	135712	1239
<b>TOTAL</b>					<b>84.39</b>		
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	PLASTIC EPOXY PUTTY - CAMP KETONA	5.78	135688	1237
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	NUTS & WASHERS - CAMP KETONA	6.91	135695	1237
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	NUVI - GARMIN GPS	167.99	136479	1440
<b>TOTAL</b>					<b>180.68</b>		
21401301	BOARD OF EQUALIZ	100193	JEFFERSON CO TREASURER	PETTY CASH-J MARDIS-POSTAGE FOR COURT BRIEFS	19.26	134716	940
<b>TOTAL</b>					<b>19.26</b>		
24212020	ECONOMIC DEV	100193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER FOR DONUTS FOR A MEETING	17.98	136485	1442
24212020	ECONOMIC DEV	100193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER FOR MEETING	49.04	136494	1444
24212020	ECONOMIC DEV	100193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER, SUPPLIES FOR MEETING	40.92	136499	1445
24212020	ECONOMIC DEV	132044	YOLANDA D. SPENCER	TRAVEL REFUND FOR YOLANDA SPENCER (Board Member)	1377.48	135531	1204
<b>TOTAL</b>					<b>1485.42</b>		
40102401	CAP PROJ-GEN SERV	100193	JEFFERSON CO TREASURER	PURCH COFFEE MAKER FOR HOOVER REVENUE SATELLITE	232.88	135729	1248
40102401	CAP PROJ-GEN SERV	100193	JEFFERSON CO TREASURER	PURCHASED FITTINGS FOR HOOVER SATELLITE REFRIGERAT	3.49	135732	1251
40102401	CAP PROJ-GEN SERV	100193	JEFFERSON CO TREASURER	PURCHASED ONE GROMMET FOR HOOVER SATELLITE	3.04	136001	1319
<b>TOTAL</b>					<b>239.41</b>		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	URINAL FLOWISE;FLUSHOMET;PISTON ASSY;BOWL GASKET;	419.20	135918	1312
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	UTILITY PANEL;PLYWOOD;GAL CAP;	272.24	135921	1313
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BATTERIES;TERMINAL;CAP;BRUSH;SEAL;BALL VALVE;	161.73	136368	1415
<b>TOTAL</b>					<b>853.17</b>		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	COUPLING, PACKING MATERIALS AND SHIPMENT FOR CAMER	272.41	135522	1199
<b>TOTAL</b>					<b>272.41</b>		
60407270	TELEVISION INSP	100193	JEFFERSON CO TREASURER	COUPLING, PACKING MATERIALS AND SHIPMENT FOR CAMER	272.41	135522	1199
<b>TOTAL</b>					<b>272.41</b>		
60407302	FIVE MILE CK WWTP	100193	JEFFERSON CO TREASURER	BACKPACK;SEALANT;RELAY;TAPE;	262.04	136027	1326
<b>TOTAL</b>					<b>262.04</b>		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Ballast for light fixture	14.98	135320	1146
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Ink for lab printer	26.65	135544	1209
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Certification Renewal fee	60.00	135578	1218
<b>TOTAL</b>					<b>101.63</b>		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	Belts for grit pump	59.96	135479	1183
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	Blades for riding lawn mower	81.90	135541	1207
<b>TOTAL</b>					<b>141.86</b>		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Req CGarner- batteris, Grade IV Cert., Lamp tester	546.00	135771	1265
<b>TOTAL</b>					<b>546.00</b>		
60407307	VILLAGE CRK WWTP	100193	JEFFERSON CO TREASURER	Bleach, Batteries, Lab Supplies	74.99	134473	864
60407307	VILLAGE CRK WWTP	100193	JEFFERSON CO TREASURER	Caps for Jugs	6.04	136143	1347
<b>TOTAL</b>					<b>81.03</b>		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	COPPER FITTINGS;INSULATION;NITROGEN;SOLDER;TUBING;	417.50	136326	1403
<b>TOTAL</b>					<b>417.50</b>		
7101750	PERSONNEL BD TEST	119445	SHAWNE WADDY	Assessor Reimbursement - Shawne Waddy	175.00	136444	1426
7101750	PERSONNEL BD TEST	127451	KENNETH MILLER	Assessor Reimbursement - Kenneth Miller	199.73	135849	1288
7101750	PERSONNEL BD TEST	129262	JOSEPH SAMPSON	Assessor Reimbursement - Joseph Sampson	263.75	135851	1288
7101750	PERSONNEL BD TEST	130879	PATRICIA CANTU	Assessor Reimbursement - Patricia Cantu	175.00	136400	1426
7101750	PERSONNEL BD TEST	130882	JOCELYN WELLS	Assessor Reimbursement - Jocelyn Wells	144.55	135854	1288
7101750	PERSONNEL BD TEST	130904	TAMMIE REEDER	Assessor Reimbursement - Tammie Reeder	125.00	136436	1426
7101750	PERSONNEL BD TEST	131677	RODERIC FEACHER	Assessor Reimbursement - R. Feacher	175.00	135846	1288
7101750	PERSONNEL BD TEST	131683	GEORGE LICHMAN	Assessor Reimbursement - George Lichman	600.53	135848	1288
7101750	PERSONNEL BD TEST	131688	DENNI RANDALL	Assessor Reimbursement - Denni Randall	165.83	135850	1288
7101750	PERSONNEL BD TEST	131690	GENEA STEPHENS	Assessor Reimbursement - Genea Stephens	241.00	135853	1288
7101750	PERSONNEL BD TEST	131692	JANIE VERGAKIS	Assessor Reimbursement - Janie Vergakis	175.00	136441	1426
7101750	PERSONNEL BD TEST	131694	SHONDA WHITFIELD	Assessor Reimbursement - Shonda Whitfield	175.00	135855	1288
7101750	PERSONNEL BD TEST	131696	MICHELLE WOODFORK	Assessor Reimbursement - Michelle Woodfork	125.00	135856	1288
7101750	PERSONNEL BD TEST	131776	CYNTHIA HARRIS	Assessor Reimbursement - Cynthia Harris	125.00	136418	1426
7101750	PERSONNEL BD TEST	133001	MICHAEL SODEN	Assessor Reimbursement - Michael Soden	154.90	135852	1288
7101750	PERSONNEL BD TEST	133035	CHARLES DEVINNER	Assessor Reimbursement - Charles DeVinner	125.00	136401	1426
7101750	PERSONNEL BD TEST	133469	CRYSTAL YOUNG-HASKINS	Assessor Reimbursement - Crystal Young-Haskins	551.65	136445	1426
7101750	PERSONNEL BD TEST	133470	ANGELA SMITH	Assessor Reimbursement - Angela Smith	292.00	136439	1426
7101750	PERSONNEL BD TEST	133471	ROBBIE RUDDER	Assessor Reimbursement - Robbie Rudder	409.28	136437	1426
7101750	PERSONNEL BD TEST	133472	BRANDON POST	Assessor Reimbursement - Brandon Post	298.58	136433	1426
7101750	PERSONNEL BD TEST	133473	STEVE PATTERSON	Assessor Reimbursement - Steve Patterson	493.00	136431	1426
7101750	PERSONNEL BD TEST	133474	NATHAN NEESE	Assessor Reimbursement - Nathan Neese	289.45	136430	1426
7101750	PERSONNEL BD TEST	133475	ANTHONY LUMPKIN	Assessor Reimbursement - Anthony Lumpkin	335.45	136428	1426
7101750	PERSONNEL BD TEST	133476	CARTER LARRY	Assessor Reimbursement - Carter Larry	216.40	136427	1426
7101750	PERSONNEL BD TEST	133477	KEVIN JONES	Assessor Reimbursement - Kevin Jones	552.80	136425	1426
7101750	PERSONNEL BD TEST	133478	CHRIS JONES	Assessor Reimbursement - Chris Jones	223.90	136422	1426
7101750	PERSONNEL BD TEST	133479	RALPH JEFFERSON	Assessor Reimbursement - Ralph Jefferson	551.65	136420	1426
7101750	PERSONNEL BD TEST	133480	RUBEN GUZMAN	Assessor Reimbursement - Ruben Guzman	175.00	136415	1426
7101750	PERSONNEL BD TEST	133481	FRANK GAMBLE	Assessor Reimbursement - Frank Gamble	209.50	136413	1426
7101750	PERSONNEL BD TEST	133482	REX FLOWERS	Assessor Reimbursement - Rex Flowers	256.10	136411	1426
7101750	PERSONNEL BD TEST	133483	REBECCA FETCHU	Assessor Reimbursement-Rebecca Fetchu	285.55	136408	1426
7101750	PERSONNEL BD TEST	133484	WILL FARRELL	Assessor Reimbursement - Will Farrell	125.00	136406	1426
7101750	PERSONNEL BD TEST	133485	MICHAEL EDWARD	Assessor Reimbursement - Michael Edwards	412.50	136403	1426
7101750	PERSONNEL BD TEST	133486	RODNEY BRINKLEY	Assessor Reimbursement-Rodney Brinkley	303.25	136399	1426
7101750	PERSONNEL BD TEST	133487	JACQUELINE BRANDFORD	Assessor Reimbursement-Jacqueline Brandford	562.00	136391	1426
7101750	PERSONNEL BD TEST	133511	JOHN SALMON	Assessor Reimbursement - John Salmon	216.96	136529	1453
7101750	PERSONNEL BD TEST	133512	MICHAEL STITH	Assessor Reimbursement - Michael Stith	235.40	136534	1453
7101750	PERSONNEL BD TEST	133513	KEITH WORSHAIM	Assessor Reimbursement - Keith Worshaim	267.60	136539	1453
7101750	PERSONNEL BD TEST	133522	CHARLES ARMSTRONG	Assessor Reimbursement - Charles Armstrong	594.20	136511	1453
7101750	PERSONNEL BD TEST	133523	ROBBIN CAMPBELL	Assessor Reimbursement - Robbin Campbell	390.65	136514	1453
7101750	PERSONNEL BD TEST	133524	STACY CLARK	Assessor Reimbursement - Stacy Clark	319.35	136516	1453
7101750	PERSONNEL BD TEST	133525	WILLIAM FORD	Assessor Reimbursement - William Ford	358.45	136517	1453
7101750	PERSONNEL BD TEST	133526	KENTA FULFORD	Assessor Reimbursement - Kenta Fulford	231.38	136518	1453
7101750	PERSONNEL BD TEST	133528	JAMES GRESHAM	Assessor Reimbursement - James Gresham	377.75	136520	1453
7101750	PERSONNEL BD TEST	133529	RICH HILLIARD	Assessor Reimbursement - Rich Hilliard	265.08	136522	1453
7101750	PERSONNEL BD TEST	133531	ROBERT JOHNSON	Assessor Reimbursement - Robert Johnson	187.65	136523	1453
7101750	PERSONNEL BD TEST	133532	RONALD LESSNER	Assessor Reimbursement - Ronald Lessner	125.00	136525	1453
7101750	PERSONNEL BD TEST	133533	MARK MURA	Assessor Reimbursement - Mark Mura	125.00	136527	1453
7101750	PERSONNEL BD TEST	133534	CHARLES ROSA	Assessor Reimbursement - Charles Rosa	150.00	136528	1453
7101750	PERSONNEL BD TEST	133535	AMY SMITH	Assessor Reimbursement - Amy Smith	257.48	136531	1453
7101750	PERSONNEL BD TEST	133536	RUSSEL SMITH	Assessor Reimbursement - Russel Smith	125.00	136532	1453
7101750	PERSONNEL BD TEST	133539	FRANK UMBRINO	Assessor Reimbursement - Frank Umbrino	325.68	136535	1453
7101750	PERSONNEL BD TEST	133540	CHAD UNDERWOOD	Assessor Reimbursement - Chad Underwood	186.50	136537	1453
<b>TOTAL</b>					<b>14427.48</b>		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA - EOC ACTV, POWER SUPPLY, CAD, VEH MAINT.	701.49	135567	1213
<b>TOTAL</b>					<b>701.49</b>		
<b>GRAND TOTAL</b>					<b>\$ 23,555.12</b>		

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

Nov-16-2015-1109

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Commercial Card Agreement between Jefferson County, Alabama and Regions for issuance of credit cards in an amount not to exceed \$10,000 per month, per card.

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

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Nov-19-2015-1110

BE IT RESOLVED AND ORDERED BY THE JEFFERSON COUNTY COMMISSION, AS GOVERNING BODY OF JEFFERSON COUNTY, ALABAMA, as follows:

Section 1. The Jefferson County Commission (the "Commission"), as governing body of Jefferson County, Alabama (the "County"), has found and determined, and does hereby find, determine and declare as follows:

(a) the County has heretofore issued its Limited Obligation School Warrants, Series 2000, dated July 15, 2000 (the "Series 2000 Warrants"), for the benefit of the County Board of Education of Jefferson County, Alabama (the "Board") pursuant to a Mortgage and Trust Indenture dated as of July 1, 2000 (the "Indenture") by the County and U.S. Bank, National Association, as successor trustee (the "Trustee") to finance the "Project" (as defined therein) for lease to and use by the Board pursuant to a Lease Agreement dated as of July 1, 2000 (the "Lease") by the County, as lessor, and the Board, as lessee;

(b) the Series 2000 Warrants are payable solely from amounts paid by the Board pursuant to the Lease and are now outstanding in the aggregate principal amount of \$16,165,000;

(c) the Board has determined that the current refunding of the Series 2000 Warrants through warrants to be issued by the Board will produce significant present value interest cost savings to the Board;

(d) it is in the best interests of the County (i) for the Board to effect the defeasance and redemption of the Series 2000 Warrants as proposed by the Board and (ii) upon the defeasance of the Series 2000 Warrants, for the County to convey the assets financed by the Series 2000 Warrants to the Board and to terminate the Lease.

Section 2. The County does hereby approve and authorize:

(a) (1) the payment by the Board to the Trustee, for the account of the County, pursuant to Sections 5.5 and 11.1 of the Lease, of an amount which, when added to the amounts on deposit in the Reserve Fund and the Warrant Fund under the Indenture, will be sufficient to pay, redeem and retire all the outstanding Series 2000 Warrants on a date stated and within 85 days of the date of such payment;

(2) the application of all amounts on deposit in the Reserve Fund and the Warrant Fund under the Indenture for the defeasance and redemption of the Series 2000 Warrants;

(3) the conveyance of the Project to the Board by the County in accordance with the Indenture and the Lease upon the defeasance of the Series 2000 Warrants pursuant to Section 16.1 of the Indenture;

(4) the termination of the Lease (except as provided therein) upon the defeasance of the Warrants pursuant to Section 16.1 of the Indenture;

(5) the termination of the Indenture upon the redemption of the Warrants;

(b) the terms and provisions of, the representations and warranties of the County set forth in, the obligations and transactions to be undertaken by the County pursuant to, and the execution and delivery by the County of, the following documents (collectively, the "County Documents"):

(1) The Refunding Trust Agreement dated the date of delivery among the County, the Board and the Trustee, in substantially the form and content as attached hereto as Exhibit A:

(2) The Statutory Warranty Deed dated the date of delivery by the County to the Board with respect to the Project, in substantially the form and content as attached hereto as Exhibit B;

(3) The Termination of Lease Agreement dated the date of delivery by the County and the Board, in substantially the form and content as attached hereto as Exhibit C

Section 3.

(a) The County Documents are approved in substantially the form and of substantially the content as presented to and considered by the Commission, with such changes or additions thereto or deletions therefrom as the officer of the Commission executing

the same shall approve, which approval shall be conclusively evidenced by the execution of the County Documents by such officer as hereinafter provided.

(b) The County Documents presented to, considered and adopted by the Commission shall be filed in the permanent records of the County.

Section 4.

(a) The President of the Commission is hereby authorized and directed to execute, acknowledge and deliver the County Documents for and on behalf of and in the name of the Commission. The County Clerk is hereby authorized and directed to attest the same.

(b) Any prior execution of the County Documents by any of the aforesaid officers is hereby ratified and confirmed.

Section 5.

(a) The President and the Clerk of the County are hereby authorized and directed to deliver a certified copy of this resolution to the Trustee forthwith upon the adoption hereof.

(b) The Trustee is hereby authorized to rely upon this resolution for all purposes of the Indenture and the Lease.

Section 6. The President and the Clerk, or either of them, are hereby authorized and directed to execute, deliver and file such related documents and agreements and instruments as may be necessary or desirable to carry out the provisions of this resolution and order or complete the transaction herein authorized; and execute and deliver to the Board and counsel thereto such certified copies of proceedings of the County and such closing papers, proofs and statements containing such representations of fact and law as may be necessary to demonstrate the validity of the County Documents, the absence of any pending or threatened litigation with respect to such instruments or any matter referred to therein or in this resolution.

Section 7. Any prior action taken by or on behalf of the Commission or the County or any officer, agent, or representative thereof, or documents executed by or on behalf of the County, in connection with the transactions herein authorized and approved, are hereby ratified and confirmed.

Section 8. This resolution shall take effect immediately.

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

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Nov-19-2015-1111

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 10/27/15 - 11/2/15

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION INCORPORATED, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION – DS CASE # CL-617-15 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$19,240.00      TOTAL      MUNIS REQ # 1790
2. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION INCORPORATED, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION – JK CASE # CL:5009-2 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$4,130.00      TOTAL
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION LLC, REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION – DS CASE # 5-15-1 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$11,300.00      TOTAL      MUNIS REQ # 1821
4. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION LLC, REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION – DS CASE # CL-5206-2 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$7,900.00      TOTAL      MUNIS REQ # 1819
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION LLC, REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION – RH CASE # CL-124-15 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$10,250.00      TOTAL      MUNIS REQ # 1817
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION – RH CASE # CL-530-15 FOR THE PERIOD OF 11/19/15 – 11/18/16.  
REFERENCE BID # 132-15      \$17,000.00      TOTAL      MUNIS REQ # 1794

FOR WEEK OF 11/3/15 - 11/9/15

1. COOPER GREEN MERCY HEALTH SERVICES FROM BIRD & CRONIN, EAGAN, MN, TO AWARD BID FOR FUTURE PURCHASES FOR ORTHOPEDIC SOFTGOODS TO BE ORDERED ON AN AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/1/15 – 9/30/16. REFERENCE BID # 148-15
2. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM MAYFIELD DAIRY FARMS, BIRMINGHAM, AL BID AWARDED TO HOLD CURRENT PRICING UNTIL 12/31/15. BID AWARD WAS APPROVED BY COMMISSION 5/07/15. REFERENCE BID # 173-13
3. GENERAL SERVICES FROM ADI, CHARLOTTE, NC. CONTRACT RENEWAL FOR ELECTRONIC SUPPLIES FOR THE PERIOD OF 10/01/15 – 9/30/16. (SECOND YEAR). REFERENCE BID # 174-13

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

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Nov-19-2015-1112

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/3/15 - 11/9/15, BE AND HEREBY IS APPROVED.

1. EXCEPTION FOR OFFICE OF SENIOR CITIZENS SERVICES FROM THE SEASONED PERFORMERS, HOOVER, AL, TO PAY INVOICES FOR ENTERTAINMENT FOR SENIOR CITIZENS. MUNIS PURCHASE ORDER # 1600578  
\$6,106.00 TOTAL

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

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Nov-19-2015-1113

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/27/15 - 11/2/15 and 11/3/15 - 11/9/15, BE AND HEREBY IS APPROVED.

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

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Nov-19-2015-1114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date September 25, 2015.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Registrars

Samuel Hogge	\$1,215.00
Barry Stephenson	\$1,215.00
Geoelections User Conference	
Temple Terrace, FL – December 9-11, 2015	

Information Technology

Kevin Garland	\$1,654.35
Charles Elliott	\$1,919.67
Network Installer	
Dallas, TX – November 29-December 4, 2015	
Individual Staff Development	
Commission - District 2	
Sandra Little Brown	\$589.58
ACCA Conference	
Auburn, AL – December 1-3, 2015	
Environmental Services	
Daniel White	\$335.97
Waste and Wastewater Technology Workshop	
Auburn, AL – November 3-4, 2015	
Revenue	
Bruce Thompson	\$2,588.50
Tax Audit	
Houston, TX – December 5-13, 2015	
Wesley Moore	\$2,657.39
Tax Audit	
Islandia, NY and Glen Burnie, MD – December 5-12, 2015	
Charles Bell	\$2,049.52
Tax Audit	
Lakeland & Niceville, FL – December 12-18, 2015	
Wesley Moore	\$195.00
AMROA Winter Conference	
Opelika, AL – December 3-4, 2015	
Bruce Thompson	\$195.00
ALTIST Continuing Education	
Auburn, AL – December 3-4, 2015	
For Information Only	
Emergency Management Agency	
James Coker	\$581.91
ACCA Conference	
Auburn, AL – November 30-December 3, 2015	
Sheriff's Office	
Don Edge	\$712.45
Michael Jackson	\$696.04
Shane Williams	\$696.04
ROCIC Homicide Conference	
Chattanooga, TN – October 4-7, 2015	
Jason Gamble	\$1,190.95
Angela Frazier	\$1,190.95
FTO Officer Course	
Florence, AL – October 4-9, 2015	
Cynthia Mobley	\$887.60
James West	\$998.60
Anthony Dotson	\$887.60
AL Association of Polygraph Examiners Conference	
Orange Beach, AL – October 18-22, 2015	
Steven Drake	\$1,132.50
David McCool	\$1,855.17
NYPUM Certification Workshop	
Inverness, FL – October 18-25, 2015	
LaWanda Bonner	\$2,645.47
Cleveland Moore	\$1,896.00
AJA Prison Rape Elimination Kit	
Los Angeles, CA – November 3-7, 2015	
Howard Smith	\$425.00
PATC Detective	
Birmingham, AL – October 5-9, 2015	
Jeremy Comans	\$429.50
Edged Weapons Defense Course	

Meridian, MI – November 16-20, 2015

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

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Nov-19-2015-1115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and GHA Technologies, Inc. to provide software maintenance/support for SolarWinds network and server performance monitoring for the period December 20, 2015 - December 20, 2016 in the amount of \$14,590.

CONTRACT NO.: 00006830

Contract Amendment No. II

This Amendment to Contract entered into the 30<sup>th</sup> day of November 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and GHA Technologies, Inc, hereinafter referred to as the "Contractor" to provide SolarWinds Network Performance Licenses and Maintenance Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006830. The original contract between the parties referenced above, was approved by the Commission on December 4, 2014, MB 167, Page(s) 330-333.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$14,590.00

AUTHORIZATION TO PERFORM WORK:

December 20, 2015 -December 20, 2016

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

JEFFERSON COUNTY COMMISSION

GHA TECHNOLOGIES, INC.

James Stephens, President

\_\_\_\_\_, Authorized Representative

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

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

Nov-19-2015-1116

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.

ADDENDUM NO. 1

FOR THE WEEK OF 11/3/15 - 11/9/15

1. SHERIFF'S DEPARTMENT FROM DONOHOO CHEVROLET, FORT PAYNE, AL, TO AWARD AND PURCHASE THIRTY-NINE (39) CHEVROLET TAHOES. MUNIS PURCHASE ORDER # 1601050 \$1,401,053.16 TOTAL  
REFERENCE BID # 9-16
2. FLEET MANAGEMENT FROM DONOHOO CHEVROLET, FORT PAYNE, AL, TO AWARD AND PURCHASE SIX (6) CHEVROLET TAHOES. MUNIS PURCHASE ORDER # 1601052 \$215,597.04 TOTAL

REFERENCE BID # 9-16

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

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Nov-19-2015-1117

WHEREAS, layoffs in the western area are having a significant impact on the citizens in the western section of Jefferson County and beyond; and

WHEREAS, those Jefferson County citizens worked tirelessly in the mining and steel industries and other occupations; and

WHEREAS, the layoffs from these various industries have been devastating to the families of these citizens and created a strain on the community's ability to assist with many of their needs; and

WHEREAS, the United Way of Central Alabama has provided a Community Food Bank to assist those displaced steelworkers, coal miners, and other community persons in need of food assistance; and

WHEREAS, as the holidays approach the need in this area will increase.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it fully supports the efforts of the United Way in providing assistance to these displaced members of the community, and hereby authorizes and directs the County Manager of Jefferson County to take all the necessary steps to distribute \$15,000.00 to the United Way in its efforts to assist these individuals in need of food, said monies to be debited evenly from each Commissioner's district funds.

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

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Nov-19-2015-1118

WHEREAS, the Five Mile Creek Greenway Partnership has as its purpose to promote and facilitate coordinated and cohesive planning, development, and maintenance of a network of greenways, parks, trails, and points of interest along the Five Mile Creek corridor; and

WHEREAS, the Five Mile Creek Greenway Partnership's purpose will enhance the quality of life for citizens and visitors through among other things providing safe and efficient alternative transportation linkages between recreational sites, open spaces, residential areas, employment centers, educational and cultural facilities, and other activity centers, while protecting environmental assets, by retaining and restoring beneficial ecological habitats; and

WHEREAS, Jefferson County is a member of said partnership and desires to further the aforementioned public purpose by matching the contributions of the cities of Fultondale, Gardendale, Brookside, Graysville, Center Point and Tarrant, up to a dollar amount not to exceed Thirty Thousand (\$30,000.00) Dollars; further said matching contribution shall in no way constitute or signify any interest, ownership or responsibility of any properties or assets of the Five Mile Creek Greenway District.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County will match contributions made by the following cities, Fultondale, Gardendale, Brookside, Graysville, Center Point and Tarrant, dollar for dollar, not to exceed \$30,000.00. Said monies to be taken from each Commissioner's district allocation of BP Settlement funds. The matching of said contributions by Jefferson County pursuant to this resolution will cease on September 30, 2016.

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

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Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, December 3, 2015.

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President

ATTEST

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Minute Clerk