

STATE OF ALABAMA)

JEFFERSON COUNTY) May 22, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., David Carrington, 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 Stephens seconded by Commissioner Bowman that the Minutes of May 8, 2014, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on May 20, 2014, and approved the following items to be placed on the May 22, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Item 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 5 (excluding Item 3) and Addendum Items 5 and 6.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 9, an additional ESD item and Addendum Item 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4 and Addendum Item 1.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 30 and Addendum Item 3.

May-22-2014-339

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch sewer service line in U.S. Highway 31 in the City of Fultondale.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Richard D Leslie - Owner, Richard D Leslie for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Fultondale, at no cost to the County.

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

Project Number:
Permit No.
P.E.
R.O.W.
Utilities
Construction
Maintenance Section
Location of Accommodation: Milepost 8 to 9

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 the STATE 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, said project or maintenance section being designated as _____, and consisting approximately of the following:
approximately 10 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of

Fultondale; and

WHEREAS, the STATE 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 the STATE 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 the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest 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 the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Non-point Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.
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.
5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. 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 the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.
7. The APPLICANT will protect, defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, 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.
8. 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.
9. 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.
10. The STATE 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.
11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE 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.
13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.
14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way 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 the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.
15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.
16. 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.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is _____.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS: Environmental Service Department
W. D. Carrington, President
Jefferson County Commission

RECOMMENDED FOR APPROVAL:

_____, District Manager
_____, Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
_____, Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20 __, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Richard D Leslie (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Central Ave; and

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

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

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

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

2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 4 inch sewer service line connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 right of way near the intersection with Central Ave, which drains to the Five Mile Creek sanitary sewer collection system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

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

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

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

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

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

regulations.

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

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

Richard D Leslie - Owner

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

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

May-22-2014-340

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT Phase 1, SR-5 (US-78) from I-59 to Finley Boulevard, roadway construction project in an amount not to exceed \$272, 824.40 between Jefferson County and Gresham Smith & Partners. This reimbursable Agreement provides for all engineering, administrative, and construction management services associated with the sanitary sewer relocation required to accommodate ALDOT's Phase 1, Widening and Resurfacing of SR-5 (US-78) from I-59 to Finley Boulevard in the City of Birmingham.

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Gresham, Smith and Partners (hereinafter called the ENGINEER) Engineer's Phone Number: (205)-298-9291

W I T N E S S E T H:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. NHF-0005(51 2) in Jefferson County, Alabama; said project being described on the project plans as Phase 1, Widening and Resurfacing of SR-5 (US-78) from I-59 to Finley Boulevard between Station 0+00 and Station 34+00.

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama

Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 45 calendar days after date of written notice to proceed; and Phase II within 120 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$44,791.47; the maximum payment for Phase II will not exceed \$162,532.94; and the maximum payment for Phase III will not exceed \$65,499.99.

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I (SEE ATTACHMENT)

Labor: Engineer	100	hour	@\$40/hr	\$4,000.00
Assistant Engineer	200	hours	@\$30/hr	\$6,000.00
Rodman		hours	@	\$
Draftsman	160	hours	@\$25/hr	\$4,000.00
Typist	64.25	hours	@\$25/hr	\$1,606.25
		hours	@	\$
		hours	@	\$
TOTAL LABOR				\$15,605.25
Overhead Factor 1.5042 (including payroll additives)				\$23,473.42
Transportation:	200	miles	@ \$0.56	\$112
(This rate is not to exceed the rate allowed by State law.)				
Subsistence: Meals and Lodging				\$300

Printing Costs				\$501.71
Subconsultants				\$0
			SUB TOTAL	\$39,992.38
			FIXED FEE FOR PROFIT	\$ 4,799.09
			MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	\$44,791.47
Maximum Engineering Cost for Phase II (SEE ATTACHMENT)				
Labor: Engineer	220	hours	@\$40/hr	\$8,800.00
Assistant Engineer	600	hours	@\$30/hr	\$18,000.00
Rodman		hours	@	\$
Draftsman	400	hours	@\$25/hr	\$10,000.00
Typist 286.5		hours	@\$25/hr	\$7,162.50
		hours	@	\$
		hours	@	\$
			TOTAL LABOR	\$43,962.50
Overhead Factor 1.5042 (including payroll additives)				\$66,128.39
Transportation:	400	miles	@ \$0.56	\$224
(This rate is not to exceed the rate allowed by State law.)				
Subsistence: Meals and Lodging				\$300
Printing Costs				\$1,503.81
Sub Consultants				\$33,000
			SUB TOTAL \$	145,118.70
			FIXED FEE FOR PROFIT	\$17,414.24
			MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING	\$162,532.94
Maximum Engineering Cost for Phase III (SEE ATTACHMENT)				
Labor: Engineer	40	hours	@\$40/hr	\$1,600.00
Assistant Engineer	61	hours	@\$30/hr	\$1,830.00
Rodman		hours	@	\$
Draftsman		hours	@	\$
Typist 40		hours	@\$25/hr	\$1,000.00
Inspector	560	hours	@\$31/hr	\$17,360.00
		hours	@	\$
			TOTAL LABOR	\$21,790.00
Overhead Factor 1.5042 (including payroll additives)				\$32,776.52
Transportation:	2,000	miles	@ \$0.56	\$1,120
(This rate is not to exceed the rate allowed by State law.)				
Subsistence: Meals and Lodging				\$300
Printing Costs				\$495.61
Subconsultants				\$2,000
			SUB TOTAL	\$58,482.13
			FIXED FEE FOR PROFIT	\$7,017.86
			MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING	\$65,499.99

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$1,255,605.10 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work

completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws:

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

X. Subletting, Assignment, or Transfer:

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 2014, and the OWNER on the _____ day of _____ 2014.

RECOMMENDED:

David Denard, Director of Environmental Services

OWNER:

Jefferson County, Alabama

W. D. Carrington, President - Jefferson County Commission

ENGINEER:

Gresham, Smith and Partners

James C. Griffo, AIA, Senior Vice President

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

May-22-2014-341

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

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of _____, 20 __, by and between JEFFERSON COUNTY, ALABAMA (the "County") and GREEN VALLEY HEALTH REALTY, L.L.C. (whether one or more, collectively, the "Owner").

R E C I T A L S:

Owner is the owner of real property located at 575 Southland Drive, Hoover, Alabama 35244, more particularly described as Lot 2 according to the Survey of Southland Subdivision recorded in MB 234, Page 88, in the Probate Office of Jefferson County, Alabama and situated in the SW ¼ of Section 1, Township 19 South, Range 3 West, City of Hoover, Jefferson County, Alabama (the "Owner's Property"). Owner proposes to construct a concrete Flow Splitter, Overflow Spillway, Level Spreader with Grassed Filter Strip, Storm Drain Pipe and Retention pond for stormwater outfall and water quality feature (as shown on Exhibit "A", attached collectively, the "Improvements") within, adjacent and over an existing County sanitary sewer easement and main recorded as part of the Patton Creek Trunk Sewer in DB 9812, Page 3772 and reserved by deed (the "Easement"). Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

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

from said challenge. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall be for the benefit of the Owner's Property and shall run with the land and be binding upon and inure to the benefit of the owners of the Owner's Property and the Easement and their respective heirs, administrators, personal representatives, successors and assigns.

7. In regards to the Improvements, the County has no objections to the concept of said Improvements provided the design allows for protecting the integrity of the County's existing sanitary sewer located within said Easement. The actual design, location, construction materials and methods as well as the impact, if any, upon drainage of said Improvements would fall under the jurisdiction of other entities and in no way whatsoever should it be construed that the County approves such by way of this Agreement.

8. The Owner must contact the Jefferson County Environmental Services Department (Sewer Construction Supervisor at 205-325-5127) 24 hours in advance prior to any work, inside said Easement. The Owner will be responsible for any and all repairs, cleanups, fines and etc. to existing County sanitary sewer if damaged during the construction of the said Improvements.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

OWNER

GREEN VALLEY HEALTH REALTY, L.L.C.

By its sole member

Northport Holding, LLC

Claude E. Lee, Vice President

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

May-22-2014-342

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM
Calendar Year 2013 Report

WHEREAS, the respective National Pollutant Discharge Elimination System (NPDES) permits issued to the Jefferson County Commission by the Alabama Department of Environmental Management (ADEM) require the submission of MWPP reports for the prior calendar year no later than May 31st; and

WHEREAS, ADEM requires that the governing body adopt a resolution affirming its review of the report and actions to be taken; and

WHEREAS, the Environmental Services Department has completed and hereby submits these MWPP reports along with certain recommendations for corrective actions.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission inform the Alabama Department of Environmental Management that the following actions were taken by Jefferson County Commission:

1. Received a copy of the MWPP Annual Reports for calendar year 2013 and reviewed the results of the reports as presented by the Environmental Services Department and the County Manager for the following: Cahaba River WWTP Five Mile WWTP Leeds WWTP Prudes Creek WWTP Trussville WWTP Turkey Creek WWTP Valley Creek WWTP Village Creek WWTP Warrior WWTP
2. Set forth the following action plan intended to maintain effluent requirements contained in the NPDES permits and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plants:
 - a) Perform capacity analysis of recurring wet-weather sanitary sewer overflow (SSO) areas
 - b) Develop a hydraulic model of the Valley Creek WWTP Collection System
 - c) Develop corrective plans if capacity deficiencies are discovered through hydraulic modeling and engineering analysis
 - d) Repair significant defects contributing to SSOs identified in ongoing Sanitary Sewer Evaluation Survey (SSES) work
 - e) Perform additional SSES activities of SSO areas if needed to refine corrective action plans
 - f) Provide adequate levels of maintenance to reduce the occurrence and volume of dry weather SSOs

Where these actions, however, require the use of independent contractors to perform this work, the contracts may be subject to the approval of the Jefferson County Personnel Board prior to any work being performed.

ATTEST:
Minute Clerk

JEFFERSON COUNTY COMMISSION
David Carrington, President

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

May-22-2014-343

WHEREAS, the Hoover area of Jefferson County experienced severe flooding on April 7, 2014 which destroyed or severely damaged sanitary sewers near Creekview Drive and Swiss Lane; and

WHEREAS, on April 10, 2014 the Commission resolved that the threat to public health and safety constitutes an emergency and authorized the President to enter into a contract with CH2MHill to perform design and construction engineering services for repair and replacement of the sanitary sewers; and

WHEREAS, the County and CH2MHill desire to enter into a more formal contract with additional terms and conditions to perform the work.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an agreement with CH2MHill pending County Attorney and Human Resources Department review and approval.

Swiss Lane Sanitary Sewer Emergency Repair

This AGREEMENT made this day of , 2014, by and between Jefferson County Commission, Jefferson County (COUNTY) in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, Inc, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide Engineering, Technical Support and Construction Services for the Swiss Lane Sanitary Sewer Emergency Repair.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

Background

This PROJECT provides for the repair of a section of the Swiss Lane Sanitary Sewer that is primarily located in Hoover, Alabama within or parallel to the bed of an unnamed tributary to Patton Creek that was severely damaged during a major rain event on April 7, 2014. The damaged section of the sanitary sewer is currently out of service and is being bypassed by a series of temporary pumps. This project provides for assisting the County in the development of an approach to repair and reinforce this sewer to allow restoration of gravity flow and removal of the temporary pumps from service as quickly as possible. The approach is intended to be the permanent fix for the damaged sewer. The work to be performed is further detailed in the following sections.

Article I - Scope of Work

Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as described in Exhibit A, "Swiss Lane Sanitary Sewer Emergency Repair, Scope of Work", which is provided on pages 10 through 13 of this document.

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the written practices of the Jefferson County Environmental Services Department (ESD) prior to beginning any of the work required under this Agreement. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous reports and any other data relative to construction of the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands as required for the CONSULTANT to perform their work under this AGREEMENT.

5. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, field directives, change orders, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Attend progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the project.
8. Assume all costs of archaeological and vegetative studies, if required.

Section 3 - Conferences, Visits to Site, Inspection Work

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project.
2. Request for visits to the site may be by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

Article II - Time of Beginning and Completion

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within one (1) day after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work to be performed shall be completed in eight (8) months of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

Article III - Payment

Section 1

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services for the Swiss Lane Sanitary Sewer Emergency Repair shall be billed on a Time and Material basis in an amount not to exceed \$110,000. The PROJECT labor rate schedule for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

Article IV - Miscellaneous Provisions

Section 1 - Changes of Work

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by supplemental AGREEMENT prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

Section 2 - Ownership of Engineering Documents

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings

or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

Section 3 - CONSULTANT's Endorsement

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

Section 4 - Delays and Extensions

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$50.00 per day for each calendar day exceeding the time specified in Article.

Section 5 - Termination or Abandonment

The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

- No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

Section 6 – Termination of Contract for Breach

A. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

A. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

B. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

Section 7 – Controversy

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT.

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

CONSULTANT's liability to COUNTY and COUNTY's liability to CONSULTANT for direct damages under this Contract shall not exceed the contract price.

To the proportionate extent of the CONSULTANT's negligence, The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, from and against any and all loss, expense 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 breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability and Property Damage Liability Insurance	\$300,000.00
Workers Compensation Statutory Professional Liability Insurance	\$1,000,000.00

A thirty day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity AGREEMENT shall not be limited by reason of any insurance coverage provided.

Section 9 - General Compliance with Laws

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, disability, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

Section 10 – Subletting, Assignment or Transfer

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

Section 11 - Employment of COUNTY Workers

The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

No COUNTY official, or employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

Section 12 - Control

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the Jefferson County Environmental Services Department.

Section 13 - Conditions Affecting Work

The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

· Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

· Solicitations of Subcontractor, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, or national origin.

· Unlawful Employment of Unauthorized Aliens: The CONSULTANT will abide by all clauses and stipulations in, and as required by Alabama Act 2011-535 including the execution of the "Affidavit of Contractor" attached hereto as Exhibit 'C'.

· Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- Cancellation, termination or suspension of the contract, in whole or in part.

Section 14 – Governing Law/Dispute Resolution

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material 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 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.

Article V

Section 1 - Executory Clause

The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the COUNTY, including, but not limited to workmen compensation coverage, or retirement membership or credit.

Article VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, _____ on the _____ day of _____ 2014, and the COUNTY on the _____ day of _____ 2014.

CH2M HILL ENGINEERS, Inc. (Exhibits on file in the Minute Clerk’s Office)

David Stejskal, P.E., Geographic Operations Manager

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST: JEFFERSON COUNTY COMMISSION

Minute Clerk W. D. Carrington, President

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

May-22-2014-344

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

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

May-22-2014-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Willie F. Moore in the amount of One Hundred Fifty and 00/100 (\$150.00) 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 Willie F. Moore in the amount of \$150.00 and forward it to the County Attorney for disbursement.

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

May-22-2014-346

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Diane Ginieczki-Foley in the amount of Seven Hundred Ten and 09/100 (\$710.09) 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 Diane Ginieczki-Foley in the amount of \$710.09 and forward it to the County Attorney for disbursement.

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

May-22-2014-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Donnie C. Hinton, Jr. in the amount of One Thousand Eighty One and 64/100 (\$1,081.64) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Donnie C. Hinton, Jr. in the amount of \$1,081.64 and forward it to the County Attorney for disbursement.

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

May-22-2014-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby by authorize filing of a claim in Probate Court in the matter of Country Meadow Estates.

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

THIS AGREEMENT, made this _____ day of 2014, by and between, Jefferson County, Alabama (hereinafter the "County") and Public Resources Advisory Group, Inc. having its principal offices at 40 Rector Street, Suite 1600, New York, New York 10006-2908 with other offices at 11845 West Olympic Boulevard, Suite 640, Los Angeles, CA 90064, at 117 Gayley Street, Suite 200, Media, PA 19063, at 100 Second Avenue South, Suite 903-S, St. Petersburg, FL 33701 and at 1950 Mountain Boulevard, Suite #1, Oakland, CA 94611 (hereinafter "PRAG" or "financial advisor").

WITNESSETH:

WHEREAS, PRAG represents that it is duly qualified to provide the financial advisory services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows.

ARTICLE 1. - SCOPE OF SERVICES

The County hereby engages the services of PRAG to provide financial advisory services in connection with matters of debt and financial management as detailed in Attachment A (on file in the Minute Clerk's Office). For each phase of work or task requested but prior to commencement of such work, the County and PRAG shall execute a task order describing the scope and budget prior to the commencement of such work, including but not limited to the specific services and deliverables to be provided, the primary staff assigned and their roles, and an estimate of the cost in accordance with Article 2.

Each such task order shall be appended to this Agreement and governed by this Agreement. The County and PRAG, upon mutual consent, can amend any such task order. PRAG shall not undertake any services unless specifically requested and the related task order, including any amendments thereto, has been executed.

ARTICLE 2. - COMPENSATION

A. PRAG will bill for professional staff time using the hourly rates in the following table and out-of-pocket expenses, primarily travel, will be billed at cost. PRAG will furnish upon request reasonable documentation of such expenses.

Hourly Rate	
Personnel	Rate Per Hour
Chairman/President/Director	\$400
Executive Vice President/ Senior Managing Director/ Senior Counselor	350
Managing Director	325
Vice President	300
Asst. Vice President	250
Other	200

B. PRAG will retain and maintain accurate records and documents relating to the performance of services under this Agreement for a minimum of three years after final payment and will make them available for inspection and audit by the County.

C. The County hereby agrees to pay all proper invoices for project related financial advisory services within 30 days of receipt.

D. There will be no pre-paid fees required in this Agreement.

ARTICLE 3. - INDEPENDENT CONTRACTOR

PRAG will perform its services as an independent contractor in accordance with the terms of this Agreement, its own methods, applicable laws and regulations and the highest industry standards.

Confidentiality of information supplied to or produced by PRAG for Jefferson County will be guaranteed by PRAG upon the request of the County.

ARTICLE 4. - TERM

This Agreement will be effective as of _____, 2014 and continue through _____, 2017 unless terminated pursuant to Article 5.

ARTICLE 5. - TERMINATION

This Agreement may be terminated by either party on thirty (30) days prior written notice to the other party at the address as hereinabove specified. Upon receipt of such written notice from the County, PRAG will immediately cease work on any and all matters, unless otherwise directed in writing by the County.

PRAG agrees to the transmit to the County any and all material prepared, developed or obtained under the Agreement in PRAG's possession within thirty (30) days of receipt of written notice of termination.

In the event of a termination under this Article 5, the County will pay to PRAG all compensation earned in the performance of services as determined pursuant to Article 2.

ARTICLE 6. - ASSIGNMENT AND SUBCONTRACTING

This Agreement may not be assigned nor duties subcontracted by PRAG without the prior written approval of the County.

ARTICLE 7. - KEY PERSONNEL

The following table shows the professional staff available to perform work under this contract, along with their title and general role. Professional staff designated for specific task orders, pursuant to Article 1, will be from this list with the approval of the County.

Name	Title	Role
William Cobbs	Chairman	Project Supervisor
Steven Peyser	President	Quantitative Supervisor
Barry Valentinsen	Senior Managing Director	Project Manager / Day-to-Day Contact
Clair Cohen	Senior Counselor	Credit Supervisor
Andrew Evanchik	Senior Managing Director	Quantitative Specialist
Daniel Forman	Vice President	Quantitative Specialist
Christine Iliana	Vice President	Project Assistant

PRAG will not remove, prior to the completion of any task order or expiration of this contract, any such assigned employee without prior approval of the County, which approval shall not be unreasonably withheld. PRAG will nominate a replacement employee to the County and will not remove any employee from the engagement until a replacement has been approved by the County. The County reserves the right to request removal of any PRAG employee assigned to a project at any time in the County's discretion.

ARTICLE 8. - COMPLIANCE WITH LAWS AND REGULATIONS; CONTROLLING LAW

PRAG will comply with all applicable federal and state laws, rules and regulations, and with all applicable rules and regulations of federal or state authorities as they pertain to this Agreement.

This Agreement will be governed by the laws of the State of Alabama.

ARTICLE 9 - WARRANTIES OF THE FINANCIAL ADVISOR

PRAG represents and warrants that no officer, employee or agent of the County has any personal interest, either directly or indirectly, in PRAG. PRAG further represents and warrants to the County that it has not employed or retained any person, company, corporation, individual or firm, nor has it paid or promised to pay any fee, commission, percentage, gift, contribution or any other consideration contingent upon or resulting from the making of this agreement. PRAG also represents and warrants that it has not agreed, as a condition for obtaining this agreement, to employ or retain the services of any person, company, corporation, individual or firm in connection with carrying out this agreement.

ARTICLE 10 -NO PERSONAL LIABILITY

No public official, officer, employee or agent of the County will be personally liable for any claim against PRAG arising out of this agreement or the services of PRAG rendered hereunder. Any and all personal liability of every nature of any County public official, officer, employee or agent by reason of (i) any act or omission for any claim arising out of the agreement, or (ii) for the payment of any sum that may remain due and unpaid by the County, is hereby expressly waived and released as a condition of and as consideration for the execution of this agreement.

ARTICLE 11 - INDEMNIFICATION

Except for instances of gross negligence or intentional misconduct, the County and its public officials, officers, employees and agents will be defended, indemnified and held harmless by PRAG from any and all claims, demands, debts, costs, liabilities or causes of action of every kind or character (at law or equity) by reason of any death, injury or damage to any person or persons, or with respect to damage to or destruction of property of PRAG (or its agents, employees, or other third persons) and from any cause whatsoever arising out of PRAG's negligent acts or omissions, intentional misconduct, or failure to comply with applicable state and federal laws, rules and regulations. PRAG hereby agrees to defend, indemnify and save harmless the County and its public officials, officers, employees and agents from any and all such claims, demands, debts, liabilities and causes of action, including attorney's fees and costs.

ARTICLE 12. - HEADINGS

All article headings are inscribed for convenience only and will not affect the construction or interpretation of this Agreement.

ARTICLE 13. - NON-DISCRIMINATION

In the performance of this contract PRAG will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, sexual orientation or physical disability, including, but not limited to blindness, unless it is shown by PRAG that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States.

ARTICLE 14. - CONFLICTS OF INTEREST

To avoid conflicts of interest, PRAG will promptly and fully disclose its fees and compensation from any and all sources to the County.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed at the place and as of the date hereinabove first written.

William W. Cobbs, Chairman
PUBLIC RESOURCES ADVISORY GROUP
David Carrington, President
JEFFERSON COUNTY COMMISSION

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

May-22-2014-350

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

For Week of 4/29/14 - 5/5/14

1. JEFFERSON COUNTY - BIRMINGHAM JAIL, YOUTH DETENTION, COOPER GREEN MERCY HEALTH SERVICES AND PACA MEMBERS FROM TABB TEXTILE, OPELIKA, AL. CONTRACT RENEWAL FOR LINEN ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/1/14 - 6/30/15. LAST RENEWAL – REBID IN 2015. REFERENCE BID # 92-15
2. COOPER GREEN MERCY HEALTH SERVICES FROM LIFE GAS DIVISION OF LINDE GAS NORTH AMERICA LLC, CHICAGO, IL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF MEDICAL GASES FOR THE PERIOD 10/1/13 - 9/30/14. 2ND YEAR OF 3 YEAR BID. SAP PURCHASE ORDER # 2000077978
CHANGE ORDER \$4,000.00 REFERENCE BID # 20-13 PURCHASE ORDER \$14,000.00 TOTAL

For Week of 5/06/14 - 5/12/14

1. YOUTH DETENTION FROM TABB TEXTILE COMPANY, OPELIKA, AL TO AWARD BID FOR BATH LINEN TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD 5/23/14 - 5/22/15. REFERENCE BID 72-14
2. GENERAL SERVICES: BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF PAPER TOWELS, SHOP TOWELS AND TOILET PAPER FOR COUNTY USE ON AS NEEDED BASIS FOR THE PERIOD OF 5/22/14 - 5/21/15. REFERENCE BID # 73-14
3. YOUTH DETENTION FROM BOB BARKER COMPANY, INC. FUQUAY VARINA, NC TO AWARD BID FOR LADIES UNDER GARMENTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD 5/22/14 - 5/21/15.
REFERENCE BID # 74-14
4. ROADS AND TRANSPORTATION FROM ALABAMA GUARDRAIL INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR GUARDRAILING COMPONENTS TO BE ORDERED AS NEEDED FOR THE PERIOD OF 5/22/14 - 5/15/15.
REFERENCE BID # 85-14
5. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM VULCAN INDUSTRIES INCORPORATED, MISSOURI VALLEY, IA, TO AWARD BID FOR MECHANICAL BAR SCREENS AND PIN RACK SET ON AS NEEDED BASIS FOR THE PERIOD OF 6/01/14 - 5/31/15. REFERENCE BID # 89-14
6. ROADS AND TRANSPORTATION FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, CONTRACT RENEWAL 2014 FOR THE PURCHASE OF GRAVEL AND RIP RAP TO BE ORDERED AS NEEDED PER USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. 2ND YEAR OF 3-YEAR CONTRACT. REFERENCE BID # 95-13
7. ROADS AND TRANSPORTATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, CONTRACT RENEWAL 2014 FOR THE PURCHASE OF GRAVEL AND RIP RAP TO BE ORDERED AS NEEDED PER USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. 2ND YEAR OF 3-YEAR CONTRACT. REFERENCE BID # 95-13
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WARRIOR TRACTOR & EQUIPMENT, PELHAM, AL, TO AWARD BID AND PURCHASE FOR ONE (1) 2014 OR NEWER 39' 40K TAG-ALONG TRAILER.
SAP PURCHASE ORDER # 2000079542 \$24,859.00 TOTAL REFERENCE BID # 87-14
9. ENVIRONMENTAL SERVICES: LEEDS WWTP FROM EVOQUA WATER TECHNOLOGIES LLC, LOWELL, MA, PURCHASE ORDER FOR REPAIR PARTS FOR ROTOR GEAR BOX PINION SHAFT. SAP PURCHASE ORDER # 2000078792
\$11,500.00 TOTAL
10. GENERAL SERVICES: ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CHILLER MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 4/01/12 - 4/01/15. SAP PURCHASE ORDER # 2000075230 CHANGE ORDER \$ 4,181.71

CLARITY CONTRACT # CON-00003822 PURCHASE ORDER \$106,592.71 TOTAL

- 11. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM HOBBS GROUPS LLC, PINSON, AL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO REFLECT BID PRICING FOR LIGHTING PROTECTION FOR WWTP. SAP PURCHASE ORDER # 2000077338 CHANGE ORDER \$13,062.00
REFERENCE BID # 137-13 PURCHASE ORDER \$40,145.00 TOTAL

ADDENDUM NO. 1

For Week of 5/06/14 - 5/12/14

- 1. HUMAN RESOURCES FROM IBM CORPORATION, ATLANTA, GA TO PURCHASE SPSS STATISTICS BASED CONCURRENT USER LICENSE, SOFTWARE SUBSCRIPTIONS AND SUPPORT FOR THE PERIOD OF 5/15/14 - 5/31/15. SOLE SOURCE PROCUREMENT VERIFIED BY COUNTY ATTORNEY’S OFFICE.
SAP PURCHASE ORDER # 2000079706 \$29,597.00 TOTAL

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

May-22-2014-351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 4/29/14 - 5/5/14 and 5/6/14 - 5/12/14, BE AND THE SAME HEREBY IS APPROVED.

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

May-22-2014-352

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 4/29/14 - 5/5/14 and 5/6/14 - 5/12/14, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization		
Jane Mardis	(State funds)	\$460.18
Richard Callahan		\$460.18
Robin Henderson		\$460.18
AAAO Committee Meetings		
Orange Beach, AL – May 21-23, 2014		

Community & Economic Development		
Keith Strother	(grant funds)	\$666.34
Pamela Mapp		\$586.34
Derek Marshall		\$586.34
DOL Training		
Atlanta, GA – June 16-19, 2014		

Family Court		
Beverly Alldredge, Dan Sudd, Damian Hillary, Kenneth McMullen, Darren Hardy, Rebekah Pearson, Susan Moon, Toni Richardson, Kim McAdory & Hilda Handley		\$500.00
Alabama Gang Investigators Conference		
Pelham, AL - May 21-22, 2014		

Information Technology		
Mitzi Dayball		\$ 849.96
Maurice Myers		\$1,048.39
2014 Insights User Group Conference		
Chesterfield, MO - June 1-4, 2014		
Ali Skeikzenoddin		\$2,139.40
Leonid Mazur		\$2,145.40
Environmental Systems Research Institute User Conference		
San Diego, CA - July 13-18, 2014		
Tax Assessor - Birmingham		
Laura Smith	(State funds)	\$225.00
Steve Jones		\$225.00
Mapping Right of Ways		
Hoover, AL - June 11-13, 2014		
Sandra Rice	(State funds)	\$706.94
Henri Anthony		\$706.94
Willie Wilson		\$706.94
Abatements an In Depth Look		
Montgomery, AL - June 3-6, 2014		
Tax Collector - Birmingham		
J. T. Smallwood		\$2,138.94
John Delucia		\$2,138.94
Mark Florence		\$2,138.94
Teresa Brakefield		\$2,138.94
Assn. of Alabama Tax Administrators Annual Conference		
Orange Beach, AL - June 15-19, 2014		
Individual Staff Development		
County Attorney		
Alison Gault		\$940.96
CLE Seminar		
Orange Beach, AL - April 25-26, 2014		
Family Court		
Vanessa Jones		\$654.00
JDAI Intersite Conference		
Philadelphia, PA - June 2-4, 2014		
Revenue		
Wesley Moore		\$2,323.50
Tax Audit		
Philadelphia, PA - & Lyndhurst, NJ - June 14-21, 2014		
Eddie Woodis		\$110.00
Certified Revenue Examiner Program		
Hoover, AL - May 16, 2014		
Eddie Woodis		\$225.00
Certified Revenue Examiner Program		
Hoover, AL - May 7-9, 2014		
Roads & Transportation		
Ken Boozer		\$150.00
Design Pedestrian Facilities for Accessibility		
Pelham, AL - May 9, 2014		
Jamey Wood		\$307.16
ALDOT Paving Workshop		
Chattanooga, TN - May 5-7, 2014		
Tax Assessor - Bessemer		
Maria Knight	(State funds)	\$502.42
Abatements an In Depth Look		
Montgomery, AL - June 4-6, 2014		
For Information Only		
Sheriff's Office		
Jacob Bradley		\$950.00
Nathan Nichols		\$950.00
Traffic Crash Homicide Investigator Course		
Oxford, AL - July 14-25, 2014		

Caye Alexander	\$1,144.00
William Powell	\$1,144.00
Wanda Mitchell	\$1,144.00
Angela Frazier	\$1,144.00
Florida Gang Investigators Training Workshop Ponte Vedra, FL - August 2-9, 2014	

Anthony Dotson	\$195.00
Shane Williams	\$195.00
Jeannie Miller	\$195.00
Homicide Investigation Training Homewood, AL - July 23-25, 2014	

April Johnson Field Training Officer Florence, AL - May 19-23, 2014	\$728.95
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Personnel Board Cynthia Holiness Government Finance Assn. Conference Orange Beach, AL - August 19-22, 2014	\$1,051.18
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Jeffrey Crenshaw 2014 International Personnel Assessment Council Denver, CO - July 19-23, 2014	\$2,290.01
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Motion was made by Commissioner Stephens seconded by Commissioner Brown that Staff Development be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Environmental Services \$172,000
Add additional funds from ESD fund balance to replace Pump #2 at the Al Seir Pump Station.
2. General Services \$256,900
Shift funds from vacant Security and Senior Security Officer positions to cover the cost of temporary services for security.
3. Cooper Green Mercy Health Services \$0
Add a Clinical Nursing Director (Gr. 29) and delete a Revenue Integrity Coordinator (Gr. 25) and a Nurse Manager (Gr. 28).

Other Budget Transactions

4. General Services \$6,721
Add a purchasing memorandum to purchase a copier with fax option.
5. General Services \$ 50,000
Add a purchasing memorandum to purchase a 50-ton AHU with condenser and a 25-ton AHU with condenser.

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

May-22-2014-353

WHEREAS, in order for the Managing Pharmacist of the Cooper Green Mercy Health Services Outpatient Pharmacy to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics), she must have authority from the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Anna B. Hill, R. Ph., Alabama license

number 13948, a Managing Pharmacist of the Cooper Green Mercy Health Services Outpatient Pharmacy is hereby authorized to execute applications for official order forms and to sign such forms in the requisitioning of controlled substances (narcotics).

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

May-22-2014-354

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Staff Care, Inc. - "Locum Tenens Providers" to provide radiology services to January 31, 2015 in an amount not to exceed \$213,200 annually.

Contract ID: CON-00004797

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Staff Care Incorporated, hereinafter referred to as "Agency," d/b/a "Locum Tenens Providers," is hereby effective on February 1, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 31, 2013, and recorded in Minute Book 164; Page(s) 348-353, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2014 to January 31, 2015.
- County shall pay for the services rendered pursuant to this Agreement the amount of \$275 per hour, plus fee for administrative services of \$16 per scheduled day, not to exceed \$213,200 annually.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

STAFF CARE, INC.

Michelle Hoogerwerf, Divisional Vice-President

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

May-22-2014-355

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

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

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

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals

and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

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

Z-2014-008 Meta Beth Monasco, owner; Steven Gilbert, agent; requests a change of zoning on Parcel ID# 6-7-0-0-5.0, in Section 7 Twp 15 Range 4 West for compliance for a proposed two-lot subdivision resulting in one (1) commercial lot zoned C-1 (Commercial), and one (1) residential lot zoned A-1 (Agriculture). (Case Only: 8433 Bagley Road, Dora, 35062)(CORNER)(2.6 Acres M/L)

RESTRICTIVE COVENANTS: Permanently remove vegetation as directed by the Department of Roads and Transportation to maintain clear sight distance for access.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-008 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

May-22-2014-356

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by AGA Investments, LL, applicant; Noman Panjwani, Member/Store Manager; d/b/a Express Foodmart located at 3220 Morgan Road, Bessemer, AL 30203 for an off-premise (050) retail beer and (070) retail wine license, be and hereby is approved.

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

May-22-2014-357

RESOLUTION TO DELEGATE PLAT MAP SIGNING AUTHORITY OF THE
DIRECTOR OF LAND PLANNING AND DEVELOPMENT SERVICES TO THE COUNTY MANAGER

WHEREAS, the Jefferson County Subdivision and Construction Regulations require all divisions of property to be shown on plat map approved by the Jefferson County Planning and Zoning Commission and be recorded with the Judge of Probate prior the transfer of any lot; and

WHEREAS, pursuant to the Code of Alabama the transferring of lots in unapproved subdivisions is subject to civil penalties; and

WHEREAS, the Jefferson County Subdivision and Construction Regulations require said plat maps to bear the approval signatures of the Chairman of the Planning and Zoning Commission, the Director of Environmental Services or Jefferson County Health Department, the Director of Roads and Transportation/County Engineer, and the Director of Land Planning and Development Services prior to being recorded with the Judge of Probate; and

WHEREAS, the required plat maps are reviewed for compliance by existing personnel in Land Planning and Development Services prior to presentation to the Director of Land Planning and Development Services for the required approval signature; and

WHEREAS, the position of Director of Land Planning and Development Services is presently vacant, and

WHEREAS, it is in the public's interest that divisions of property that have been properly reviewed and approved not be unnecessarily delayed due to this vacancy.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager or the Chief Deputy County Manager is hereby authorized to sign all properly reviewed and approved plat maps on behalf of the Director of Land Planning and Development Services until such time the position is filled on an interim and/or permanent basis.

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

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 Birmingham to provide election services for the City's Council District 4 Special Election to occur on Tuesday, June 3, 2014, and, if required, a run off election to occur on Tuesday, July 15th in the amount of \$2,175 - revenue

CONTRACT FOR ELECTION SERVICES WITH
CITY OF BIRMINGHAM COUNCIL DISTRICT 4

This Agreement is entered into this day of , by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Birmingham, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Council District 4 Special Election will occur on Tuesday, June 3, 2014, and, if required, a run off election will occur on Tuesday, July 15th and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows:

For the election on Tuesday, June 3, 2014. The City shall pay to the County, in advance of the provision of any service or equipment is to be delivered, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops----\$100.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of discs) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Election - Requested Equipment

a.	ePollbook Laptops (\$100.00 each)	
	18 Laptops @ 100.00 each=	\$1,800.00
b.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = \$165.00 cost per list)	
	Multiplied by 1 quantity of list(s) requested =	\$ 165.00
c.	Voter List on Compact Disc	
	(((\$11.00 per thousand names rounded up = \$165.00 cost per disc)	
	Multiplied by 1 quantity of disc(s) requested + \$45.00=	\$ 210.00
	June 3, 2014 Election Equipment or Service Total Cost	\$2,175.00

Following receipt of the City's payment, the County shall provide the lists, electronic data and laptops to the City Clerk who shall provide the County with a receipt therefore. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

RUN OFF ELECTION ON Tuesday, July 15, 2014. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this agreement. Provided, however, that the total costs for all equipment, services, and supplies under this contract for both election dates shall not exceed \$4,350.00

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials to the extent allowed by law, including County's computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President
Jefferson County Commission
CITY OF BIRMINGHAM, ALABAMA
William A. Bell, Sr.

ATTEST:
City Clerk

Approved as to form by the Legal Dept.
_____, Assistant City Attorney

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

May-22-2014-359

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

May-22-2014-360

WHEREAS, the animal control contract for animal services between the City of Birmingham and Jefferson County requires that the City and County agree upon an appraiser to appraise the animal control facility upon the termination of said contract for the purposes of liquidation of assets.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County agrees and approves the City's appointment of Washington Appraisal Services, LLC, to assess the animal control facility located at 6227 5th Avenue North, Birmingham, Alabama 35212.

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

May-22-2014-361

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Graysville East Ball Park Improvements Project (CDBG12-03F-M03-GEP), such bids having been opened on May 1, 2014 and listed as follows:

Contractor	Total Bid
Coston General Contractors, Inc.	\$117,640.00
Battle Miller Construction Corp.	\$195,000.00

WHEREAS, after tabulation by Engineering Service Associates, Inc. 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, Coston General Contractors, Inc., for the bid amount of \$117,640.00.

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 Graysville East Ball Park Improvements Project to Coston General Contractors, Inc., for the bid amount of One Hundred Seventeen Thousand Six Hundred Forty and no/100 Dollars (\$117,640.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year

2012.

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

May-22-2014-362

WHEREAS, the Jefferson County Commission has been designated by the Alabama Department of Economic and Community Affairs as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #115296 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with David A. Phillips to make rental payments on behalf of Program Participant #115296 for an amount not to exceed \$4,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and David A. Phillips for an amount not to exceed Four Thousand and no/100 Dollars (\$4,000.00). This agreement is from Program Year 2012 state funds.

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

May-22-2014-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to quit claim the County's interest in Cahaba Beach Road right-of-way to the State of Alabama. The State will accept maintenance of the road and responsibility for future improvements.

Quit Claim Deed

STATE OF ALABAMA

SHELBY County

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100----- DOLLARS (\$1.00) to in hand paid by the State of Alabama, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said State of Alabama all its right, title, interest, and claim in the following described real estate, to wit:

Part of that certain 60 foot wide right-of-way for a public road conveyed from the Birmingham Water Works Company to Jefferson County, Alabama as recorded in Deed 2700 Page 448 in the Probate Office of Jefferson County, Alabama. Map of said road also being recorded in Map Book 22 Page 36 in the Probate Office of Jefferson County, Alabama.

Said right-of-way being more particularly describes as follow:

A right-of-way for a public road being sixty (60) feet in width, being thirty (30) feet in width on each side of the center line of said right-of-way over and across the following described land:

All that portion of said right-of-way lying in and across the Southwest Quarter of the Northeast Quarter, Section 25, Township 18, Range 2 West; Shelby County, Alabama.

Above described right-of-way is shown in red on attached map marked Exhibit "A" and made a part hereof.

Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said State of Alabama, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 22nd day of May, 2014.

JEFFERSON COUNTY, ALABAMA

Attest:
Minute

W. D. Carrington, President
Jefferson County Commission
Quit Claim Deed

STATE OF ALABAMA

THIS INSTRUMENT PREPARED BY:

Jefferson County

James F. Henderson, Jr. County Property Manager
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100----- DOLLARS (\$1.00) to in hand paid by the State of Alabama, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said State of Alabama all its right, title, interest, and claim in the following described real estate, to wit:

Part of that certain 60 foot wide right-of-way for a public road conveyed from the Birmingham Water Works Company to Jefferson County, Alabama as recorded in Deed 2700 Page 448 in the Probate Office of Jefferson County, Alabama. Map of said road also being recorded in Map Book 22 Page 36 in the Probate Office of Jefferson County, Alabama.

Said right-of-way being more particularly describes as follow:

A right-of-way for a public road being sixty (60) feet in width, being thirty (30) feet in width on each side of the center line of said right-of-way over and across the following described lands:

All that portion of said right-of-way lying in the East 1/2 of the Northwest Quarter of the Southwest Quarter, Section 24, Township 18, Range 2 West; the Southwest Quarter of the Southwest Quarter, Section 24, Township 18, Range 2 West; the Southeast Quarter of the Southwest Quarter, Section 24, Township 18, Range 2 West; the Southwest Quarter of the Southeast Quarter, Section 24, Township 18, Range 2 West; Jefferson County, Alabama.

Above described right-of-way is shown in red on attached map marked Exhibit "A" and made a part hereof.

Also, all of that certain right-of-way conveyed to Jefferson County as recorded in Deed 2700 Page 436 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way for public purposes, said right of way being sixty (60) feet in width or thirty (30) feet on each side of a center line located and described as follows:

From the NW corner of the NE 1/4 of the SW 1/4 of Section 24, Township 18, Range 2 West, run south along the western boundary line of said quarter-quarter section a distance of 151.0 feet to an intersection with the western right-of-way line of Cahaba Beach Road for the point of beginning of a 60 foot right-of-way; thence turn an angle to the left of 174°09' and run in a northeasterly direction along said western right of way line a distance of 294.2 feet to the beginning of a 40°00' curve to the left; thence continue along the arc of said 40°00' curve to the left a distance of 101.0 feet to an intersection with the west boundary line of the of the SE 1/4 of the NW 1/4 Section 24, Township 18, Range 2 West; thence run north along said boundary line of said quarter-quarter section a distance of 72.2 feet to an intersection with the eastern right-of-way line of said highway; thence continue along said eastern right-of-way line of said highway parallel to and 60.0 feet east of the above described western right of way line along the arc of a 40°00' to the right, a distance of 202.0 feet, the end of said curve; thence continue along said eastern right of way line a distance of 742.0 feet; thence north along the western boundary line of the NE 1/4 of the SW 1/4 of Section 24, Township 18, Range 2 West, to point of beginning. All of said right-of-way lying and being in the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 24, Township 18, Range 2 West, Jefferson County, Alabama and contains 1.38 acres, more or less.

Also, all of that certain right-of-way conveyed to Jefferson County as recorded in Deed 2700 Page 406 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way for public purposes, said right-of-way being sixty (60) feet in width or thirty (30) feet on each side of a center line located and described as follows, to-wit:

From the SW corner of the NW 1/4 of the NE 1/4, Section 25, Township 18, Range 2 West, run east along the southern boundary line of said quarter-quarter section a distance of 565.0 feet, to an intersection with the center line of Cahaba Beach Road for a point of beginning of a 60.0 foot right-of-way; thence turn an angle to the left of 70° 30' and run in a northeasterly direction a distance of 46.0 feet, to the beginning of a 6° 30' curve to the left, thence run along the arc of said 6° 30' curve to the left a distance of 911.3 feet, the end of said curve; thence continue along the tangent to said curve at this point a distance of 291.9 feet to the beginning of a 7° 00' curve to the left; thence continue along the arc of said 7° 00' curve to the left a distance of 280.0 feet, the end of said right of way. All of said right-of-way lying and being in the NW 1/4 of the NE 1/4, Section 25, Township 18, Range 2 West, Jefferson County, Alabama, and contains a net acreage of 1.4 acres,

more or less.

Also, all prescriptive rights to said Cahaba Beach Road right-of-way lying in the SE ¼ of the NW ¼ of Section 24, Township 18 South, Range 2 West, the NW ¼ of the SW ¼ of Section 24, Township 18 South, Range 2 West, the NE ¼ of the SW ¼ of Section 24, Township 18 South, Range 2 West, the SW ¼ of the SW ¼ of Section 24, Township 18 South, Range 2 West, the SE ¼ of the SW ¼ of Section 24, Township 18 South, Range 2 West, and the SW ¼ of the SE ¼ of Section 24, Township 18 South, Range 2 West, and lying in the NW ¼ of the NE ¼ of Section 25, Township 18 South, Range 2 West all being in Jefferson County, Alabama.

Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said State of Alabama, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 22nd day of May, 2014.

JEFFERSON COUNTY, ALABAMA

Attest:

W. D. Carrington, President

Minute

Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 98' of buried cable at 1371 Rock Creek Road.
2. AT&T Corporation to install 1,840' of buried cable along Camp Yeargin Road, Darden Lane, Yeargin Lane and Shortown Road in the Village Creek area.
3. Trussville Utilities Board to install 400' of 2" gas main along Winchester Drive.

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

May-22-2014-364

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
 Department: Roads & Transportation
 Date: May 9, 2014
 Purpose: Payment to Michael D. Floyd for acquired temporary construction easement that contains 0.004 acres, more or less (site address) – 3484 Ivy Chase Circle, Hoover, AL 35226
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 7 Agent: Alan K. Dodd
 Price: \$500.00
 Pay to the order of: Michael D. Floyd
 Mailing Address: 3484 Ivy Chase Circle
 Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

May-22-2014-365

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: May 9, 2014
Purpose: Payment to Christopher Jacob Odom for acquired Right of Way 0.002 acres, more or less and the TCE contains 0.008 acres, more or less (site address) – 3404 Ivy Chase Circle, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 13 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Christopher Jacob Odom
Mailing Address: 3404 Ivy Chase Circle
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

May-22-2014-366

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute amendments to agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of senior citizen centers for Fiscal Year 2013 - 2014 in the amount of \$10,000 each.

City of Hueytown

City of Vestavia

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

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

May-22-2014-367

WHEREAS, the Tarrant are of Jefferson County experienced a 24" diameter sanitary sewer mainline collapse on May 20, 2014, and manholes within the Norfolk Southern Railroad property immediately began to surcharge; and

WHEREAS, it was necessary to immediately mobilize outside construction forces to facilitate a sanitary sewer bypass and repair the damaged sewer lines and manholes; and

WHEREAS, if the sewage flows are not redirected to the gravity sewer system and repairs are not immediately initiated, the potential discharge of sewage to the surrounding area poses an immediate threat to the health, safety, convenience and welfare of the community and will cause Clean Water Act violations.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 39-2-2(e) an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct Jordan Excavating, Inc., 740 Volare Drive, Birmingham, AL 35233 on a time and material basis to construct and maintain sewage diversions and repair the damaged sewer line and manholes.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Wednesday, June 11, 2014.

President

ATTEST

Minute Clerk