

STATE OF ALABAMA)

JEFFERSON COUNTY) February 4, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:10 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of January 21, 2016, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on February 2, 2016, and approved the following items to be placed on the February 4, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 and one additional item.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 7.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 8.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3 and two additional items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 25.

PROCLAMATION

WHEREAS, it is the policy of the Jefferson County Commission to recognize organizations that impact our community and the lives of our citizens for the better; and

WHEREAS, the YWCA of Central Alabama is one such organization deserving of recognition; and

WHEREAS, each year the President of the United States issues a proclamation recognizing February as Teen Dating Violence Awareness Month; and

WHEREAS, to this end the YWCA of Central Alabama, along with loveisrespect.org and their corporate partner Verizon Wireless will engage in activities throughout the month of February to promote this message in our community that abuse in any relationship is unhealthy and everyone deserves a healthy dating relationship ; and

WHEREAS, the Center for Disease Control and Prevention identified interpersonal violence, also known as domestic violence, as a serious public health problem that affects millions of Americans each year. This abuse can be physical, emotional, verbal, sexual, and financial; and

WHEREAS, this problem is often associated with adults, however, it also has a significant impact on teens in America. Dating violence can negatively impact the health of young people throughout their lives. Education and awareness of behaviors that constitute healthy and unhealthy relationships are essential to preventing dating violence before it starts.

For more than seven years, the YWCA Central Alabama's Healthy Relationship Staff has presented this curriculum to schools within Jefferson, St. Clair, and Blount counties.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT PROCLAIMED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA THAT THE MONTH OF FEBRUARY, 2016 BE PROCLAIMED TEEN DATING VIOLENCE AWARENESS MONTH.

Signed by the Jefferson County Commission on the 2nd day of February, 2016.

James A. Stephens, President

Sandra Little Brown, President Pro Tempore

George Bowman, Commissioner

T. Joe Knight, Commissioner
W. D. Carrington, Commissioner

Feb-4-2016-64

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment No. II to the Agreement between Jefferson County, Alabama and Richard Sims, M.D. to extend agreement for internal medicine physician services for the period February 1, 2016 - January 31, 2017 in an amount not to exceed \$149,760.

Contract ID: CON-00006071

Richard Sims, MD

AMENDMENT TO CONTRACT

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Richard Sims, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective 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 Amendment I to the contract between the parties which was approved by the Jefferson County Commission on December 4, 2015, and recorded in Minute Book 167; Page(s) 285, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2016 to February 1, 2017.
- Compensation shall not exceed \$149,760.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens - Commission President

PROVIDER

Richard Sims, MD

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

Feb-4-2016-65

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Laboratory Supply Company (Labsco) for a Tosoh A1c analyzer for testing of hemoglobin A1c for the period November 1, 2015 - October 31, 2018 in the amount of \$23,446.94 annually (lease of equipment \$15,292.80/consumables \$8,154.14).

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

Feb-4-2016-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Services Agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("University") to form part of a coalition of specialists in HCV management, primary-care providers and public health representatives in the amount of \$10,500 - revenue.

The University of Alabama at Birmingham

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("University") and Jefferson County Commission ("Clinic") as of the date that the Agreement is last signed as set forth on the signature page (the "Effective Date"), and is subject to the terms and conditions set forth herein below.

BACKGROUND

Approximately 3 million persons are living with hepatitis C virus (HCV) infection in the United States. Persons with HCV are at risk for developing cirrhosis and hepatocellular carcinoma (the fastest growing cause of cancer-related deaths in the United States), both of which can lead to end-stage liver disease and liver failure. Annual health-care costs for HCV-infected persons are 5-fold higher than those for other patients. Despite new FDA-approved, curative therapies, recent data indicate that only 50% of infected persons with HCV in the United States have been tested for this infection. Of these, 32%-38% are referred for care, 7%-11% are treated, and 5%-6% achieve virologic cure; these low proportions reflect gaps in health-care delivery at every stage of the HCV continuum of care. Recent licensure by the Food and Drug Administration of highly effective, well-tolerated, all-oral regimens for the treatment of HCV infection hold promise to curb rising HCV-related morbidity and mortality and stop transmission. As management and treatment becomes less complex, better tolerated, and more effective, training community-based health-care providers (e.g., primary-care physicians) to treat HCV will be an important measure for improving access and reducing barriers to both testing and treatment.

PURPOSE

This Agreement sets forth the terms and conditions between University and Clinic pursuant to which they will form part of a coalition of specialists in HCV management, primary-care providers and public health representatives. The coalition purposes are 1) to serve populations with HCV-related health disparities (e.g. racial/ethnic minorities, persons with low socio-economic status, persons in the 1945-1965 birth-cohort, and persons who inject drugs) and 2) to strengthen health-care capacity to diagnose and cure HCV through implementation of services.

RECITALS

WHEREAS, the Alabama Coalition for Testing, Interventions and Engagement in Hepatitis C Care ("ACTIVE-C") has organized in response to the Center for Disease Control's "Community-based Programs to Test and Cure Hepatitis C" and is funded by the Gilead Foundation;

WHEREAS, University is the lead agency for the ACTIVE-C Project;

WHEREAS, University desires to have the full and equitable participation of community clinic partners with special and/or particular interest in reducing the burden of HCV in Alabama;

NOW, THEREFORE, in consideration of the promises described above and the mutual promises and agreements set forth in this Agreement, the parties agree that Clinic and University each will fulfill the promises, role and responsibilities as follows:

ARTICLE I: STATEMENT OF SERVICES. By entering into this Agreement, the University agrees to perform the services outlined in Attachment A and the Clinic agrees to perform the services outlined in Attachment B.

ARTICLE II: PAYMENT FOR WORK. The University will pay the Clinic for the Services performed, based on the Fee Schedule detailed in Attachment C, which is incorporated into and made a part of this Agreement. Total compensation under this agreement shall not exceed \$10,500.00 without written agreement of the parties.

ARTICLE III: PERIOD OF PERFORMANCE. The performance of this Agreement shall begin on the Effective Date, and shall not extend beyond 6/30/2016, except by written agreement of the parties.

ARTICLE IV: TERMINATION. Performance under this Agreement may be terminated by the University upon thirty (30) days' written notice. The Clinic may terminate performance if circumstances beyond its control preclude continuation of its services. Upon notice of termination by the University, the Clinic will cease performance of the services immediately and will be entitled to retain payment for services performed and non-cancelable commitments incurred in its performance of the services prior to the receipt of notice of termination from the University. The Clinic shall earn the funds given to it in accordance with the Fee Schedule found at Attachment C. The Clinic shall return all funds received in excess of the funds earned as stated in the Fee Schedule and non-cancelable commitments incurred within fourteen (14) days of receipt of the notice of termination.

ARTICLE V: CONFIDENTIAL INFORMATION.

(a) "Confidential Information" for purposes of this Agreement shall be defined as (i) information that one party has clearly marked as confidential and proprietary on the documents or data and provided to the other party in writing or (ii) information that one party has orally identified as confidential to the other party and has subsequently identified to the other party in writing as confidential or proprietary within thirty (30) days of the oral disclosure. Either party may refuse to accept Confidential Information that is not required to fulfill the obligations of this Agreement.

(b) Neither party will disclose nor cause the disclosure of any Confidential Information provided to it by the other party nor use the other party's Confidential Information except to fulfill its obligations under this Agreement without the other party's prior written consent unless the Confidential Information (i) has already been or is subsequently disclosed publicly by third parties not under a duty of confidentiality or otherwise in violation of this Agreement, (ii) was previously known or subsequently discovered independently by the party who is obliged to keep it confidential under this Agreement without the benefit of access to the Confidential Information, or (iii) is required to be disclosed by order of a court of law or other governmental authority. The parties shall withhold disclosure of the Confidential Information until the second anniversary of the termination date, provided however, that information that one party can demonstrate to be a trade secret shall be kept confidential for as long as it retains its trade secret protections.

Clinic acknowledges that the University is a constitutionally created public corporation subject to the laws, regulations and rules of the United States of America and the State of Alabama that could require the disclosure of information relating to this Agreement (the "Public Records Laws"). Clinic agrees that the University has the right, if and to the extent (but only to the extent) required by the Public Records Laws, to disclose information provided to the University in connection with this Agreement. In the event that either party is required to disclose the Confidential Information of the other pursuant to the Public Records Laws, order of a court of law or other governmental authority, the party required to disclose will use reasonable efforts to give the other party prior written notice of any such required disclosure. The University acknowledges that it is Clinic's position that its Confidential Information is protected from disclosure under the Public Records Laws pursuant to confidential "trade secrets" and public policy exemptions, and the University confirms its intention to take a similar position with respect to such information under the Public Records Laws.

(d) University and Clinic certify and represent that they will perform such services in accordance with applicable federal, state, and local laws/regulations relating to privacy/confidentiality, including but not limited to 45 CFR 164, et. seq., Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE VI: REPORTS. The Clinic shall furnish the University such written reports/results of the services performed, at designated times, as may be required by the University.

ARTICLE VII: USE OF NAMES. Neither party will use the name of the other or the name of any of the other's employees in any form of publicity without the written permission of the other. In the case of the University, permission of the University Media Relations Office is required.

ARTICLE VIII: ASSIGNMENT. The Clinic may not assign, delegate or subcontract the duties and obligations of this Agreement without the express, written consent of the University. All assignees, delegates or subcontractors will be bound by the requirements of this Agreement.

ARTICLE IX: THIRD-PARTY BENEFICIARY. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. No third-party beneficiary rights or benefits whatsoever are expressly or impliedly provided herein.

ARTICLE X: INDEPENDENT CONTRACTOR. At all times during the performance of the Work that is the subject of this Agreement, the relationship of the Clinic and its employees to the University shall be that of independent contractor. Neither the Clinic, nor any officer, employee nor agent of the Clinic shall be entitled to any benefit of employment by the University. Neither party is authorized to act as the agent of the other, nor shall either party be bound by the acts of the other.

ARTICLE XI: NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by United States mail, postage prepaid to:

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|----------------------|---|
| To University: | The UAB 1917 Clinic Michael S. Saag, MD - Professor of Medicine, Jim Straley Chair in AIDS Research Director, Center for AIDS Research 845 19th Street South / BBRB 256 Birmingham, Alabama 35294-2170 Email: msaag(msaag@uab.edu) |
| The UAB Liver Center | Omar I. Massoud - Assistant Professor of Medicine Director, Clinical Research 1720 2nd Ave South, BDB 398 Birmingham, Alabama 35294-0005 Phone: (205) 975-5676 Fax: (205) 975-9777 Email: omassoud@uab.edu |
| To Clinic: | Cooper Green Mercy Health Services Roger McCullough - Acting Director 1515 Sixth Avenue South Birmingham, Alabama 35223 Email: mccullough@jccal.org |
| | Cooper Green Mercy Health Services Marc Sussman - Health Services Project Administrator 1515 Sixth Avenue South |

Birmingham, Alabama 35223
Email: sussmanm@jccal.org

ARTICLE XII: REPRESENTATIONS AND WARRANTIES BY CLINIC. If Clinic is a corporation or a limited liability company, Clinic warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Clinic has been duly authorized to act for and bind Clinic.

ARTICLE XIII: NO BENEFIT CERTIFICATION. By accepting this agreement, Clinic certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.

ARTICLE XIV: FEDERAL HEALTHCARE PARTICIPATION CERTIFICATION. Clinic represents and warrants that Clinic and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Clinic shall immediately notify University in the event that Clinic is no longer able to make such representations, and University may terminate this Agreement by giving written notice of termination five (5) days prior to the termination taking effect.

ARTICLE XV: GOVERNING LAW. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

ARTICLE XVI: RESOLUTION OF DISPUTES. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama. University, as a division of The Board of Trustees of the University of Alabama, is a constitutionally created public corporation and cannot waive immunity conferred on it by Ala. Const. Art. I § 14. The exclusive forum in which a claim can be asserted against University is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74)

ARTICLE XVII: LIABILITY. University and Clinic shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. University is not authorized to and does not indemnify, hold harmless, and cannot defend Clinic or any third party for any liability that may result from activities under this Agreement.

ARTICLE XVIII: LOSS OF FUNDING. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Alabama State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Clinic and University may terminate the Agreement without further duty or obligation hereunder. Clinic acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

ARTICLE XIX: LIMITATIONS. The parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on University except to the extent authorized by the laws and constitution of the State of Alabama.

ARTICLE XX: ENTIRE AGREEMENT MODIFICATIONS. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM
Stephanie Mullins, Assistant Vice President for Financial Affairs/Controller

JEFFERSON COUNTY COMMISSION

Jimmie Stephens, President

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

Carrington, Brown, Bowman, Knight and Stephens.

Feb-4-2016-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution of November 23, 2010, Minute Book: 161; Page 15, regarding parking fees for the surface parking lot located at the northeast corner of 2100 7th Avenue, North is replaced by the following:

General parking fees will be: \$2.00 for the first two (2) hours or less and \$4.00 for each hour or portion of an hour thereafter during the time period from 5:00 a.m. on Monday through Friday at 6:00 p.m. with a maximum daily fee of \$20.00. Fees for week-end parking will be \$5.00 per vehicle from 6:00 p.m. on Friday until 4:59 a.m. on Monday.

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

Feb-4-2016-68

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and SSOE Group to provide engineering services to perform a comprehensive ARC Flash study for approximately 45 buildings per National Electrical Code (NFPA 70, Section 110.16) and NFPA 70E, Standard for Electrical Safety in the amount of \$328,980.

PROFESSIONAL ENGINEERING SERVICES CONTRACT

THIS AGREEMENT entered into this 15th day of January 2016, by and between Jefferson County Commission, hereinafter called "the County, and SSOE Group located at 3504 7th Avenue South, Birmingham, AL.35222, hereinafter called "the Engineer."

WHEREAS, the County desires to contract for Professional Engineering Services

WHEREAS, the Engineer desire to furnish said services to the General Services Department.

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

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

SCOPE OF SERVICES: Perform and provide an ARC flash study as required per National Electrical Code (NFPA 70, Section 110.16) NFPA 70E, Standard for Electrical Safety for the buildings listed in Attachment A

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 24 months beginning January 15, 2016 through January 14, 2018 or completion of the specified project.

COMPENSATION: Furnish engineering services for a lump sum fee of three hundred twenty eight thousand nine hundred eighty dollars (328,980.00). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing and reprographic services, travel, delivery, courier and shipping services, CADD plots and any miscellaneous in-house and outside contractor expenses incurred while providing said services. Reimbursable expenses are included in the lump sum the Fee amount.

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

Client: SSOE Group
Attention; Mr. Christopher O'Connor, PE, PMP
3504 7th Avenue South
Birmingham, Alabama 35222

Copy to: Jefferson County Commission
General Services Department
Director of General Services

716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

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

Engineer

Jefferson County, Alabama

Christopher O'Connor, PE, PMP, Vice President-Division Manager

James A. Stephens, Commission President

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

Feb-4-2016-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the amended SHIP Grant Agreement between Jefferson County, Alabama and the Alabama Department of Senior Services through the Office of Senior Citizens Services (OSCS). Funds for this agreement shall not exceed \$86,413. The funding period for this amended agreement is April 1, 2015 through December 31, 2015 and shall terminate not later than March 30, 2016, all other provisions of said amended grant agreement shall remain in full force and effect.

GRANT AGREEMENT AMENDMENT

This is an AMENDMENT to the existing GRANT AGREEMENT between the Alabama Department of Senior Services and the Office of Senior Citizens Services (OSCS) for modification of the TERM OF AGREEMENT and PAYMENT clauses of the SHIP Grant Agreement beginning April 1, 2015 and ending December 31, 2015. The clauses shall read as follows:

TERM OF AGREEMENT: The grant period begins April 1, 2015 and shall terminate not later than March 31, 2016 or any time prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 75 directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances outlined in the attachments.

PAYMENT: Funds for this Grant Agreement period shall not exceed an overall amount of \$86,413. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

All other provisions of said GRANT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the dates appearing next to their names and signatures.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Emily Marsal

(For Legal Compliance/Form)

GRANTEE

James A. Stephens, Commission President

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

Feb-4-2016-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, through the Office of Senior Citizens Services and Alabama Department of Senior Services (ADSS) to carry out Medicare Improvements for Patients and Provider - SHIP services. The grant shall not exceed an overall amount of \$22,218.00. The grant shall be expended for Priority Area 2 not to exceed the amount of \$13,016.00 and services for Priority Area 3 not to exceed the amount of \$9,202.00. The agreement is for the period October 1, 2015 through September 29, 2016.

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Jefferson County Office of Senior Citizens Services (hereinafter referred to as the Grantee) and the Alabama Department of Senior Services for the local implementation of the Medicare Improvements for Patients and Providers (MIPPA) grant. (Grant #14AAALMAAA, #14AAALMADR). It is understood that funding comes from the MIPPA federal grant (CFDA # 93.071).

PURPOSE: The Grantee will be part of Alabama's effort to enhance Medicare beneficiaries outreach through funding to AAAs and ADRCs.

TERM OF AGREEMENT: The grant shall begin October 1, 2015 and terminate September 29, 2016 or any time prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 75 directly apply to this grant.

PAYMENT: Funds for this Grant Agreement period shall not exceed an overall amount of \$22,218.00.

Of the overall amount:

- No more than \$13,016.00 shall be expended on Priority Area 2 (#14AAALMAAA), and
- No more than \$9,202.00 shall be expended on Priority Area 3 (#14AAALMADR).

Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: The Grantee shall comply with all program reporting requirements. The Grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports. A financial report shall be required in accordance with ADSS policies and procedures for each Priority Area. Financial reports will be submitted by the 21st of the month following the end of the program quarter. Reporting will be accurate and true. Reports will cover the funds and activities of this Grant Agreement only.

CONTINGENCY CLAUSE: It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Administration for Community Living. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

NOT TO CONSTITUTE A DEBT OF THE STATE: Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the Grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to have access to any pertinent books, documents, papers, and records relevant to this Grant Agreement to make audits, financial reviews, examinations, excerpts, and transcripts and investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant. Pertinent records are those dealing with all financial and other records pursuant to this Grant Agreement.

IMMIGRATION LAW COMPLIANCE: By signing this agreement, the Grantee affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment,-or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Grantee found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

MANDATORY DISCLOSURES: The Grantee is required to notify ADSS in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this federal award.

DEBARMENT: The Grantee, by signing this agreement, certifies it is not barred from bidding for or entering into this agreement and the Grantee acknowledges that ADSS may declare the agreement void if the certification completed is false.

REGISTRATION: All organizations receiving Federal financial awards (i.e., grant, cooperative agreement, contract) or sub awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration.

WHISTLEBLOWER: Grantees are hereby given notice that the 48 CFR §3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act applies to this award.

ASSURANCES: The Grantee hereby agrees to abide by the attached assurances.

The undersigned hereby accepts and agrees to comply with the foregoing Agreement, Assurances and all applicable state and federal laws, regulations and policies relating to the grant.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Emily T. Marsal - (for Legal Compliance/Form)

GRANTEE

James A. Stephens, Commission President

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

Feb-4-2016-71

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for a second round of Disaster Recovery funds; and

WHEREAS, the additional grant assistance approved is \$2,347,854.00 for disaster recovery activities.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Community Development Block Grant – Disaster Recovery Grant Agreement #B-13-US-01-0001 as amended.

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

Feb-4-2016-72

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute a modification to the agreement between Jefferson County, Alabama and Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL).). The modification is to extend the contract time 90 days requested by Amendment #7. The new completion dates shall be April 1, 2016. All other terms and conditions of the original contract shall remain the same. This project is from the 2010 program year and funded with Federal CDBG funds.

AMENDMENT TO CONTRACT #7

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, and amended June 18, 2015, Minute Book 168, Page 188 and amended September 10, 2015, Minute Book 168, Pages 489 and 490, is hereby amended as follows:

The purpose of this Amendment #7 is to extend the time 90 days of the contract with Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The new completion dates shall be April 1, 2016. There is no cost associated with this modification. All other terms and conditions of the original contract remains the same. This project is funded with Federal CDBG funds from the 2010 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, Senior Project Manager

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

Feb-4-2016-73

WHEREAS, the Jefferson County Commission passed a resolution on January 7, 2016, at Minute Book 169 and page 222, awarding a contract to Richardson Construction Company; and

WHEREAS, the resolution passed contained an error in the final paragraph.

NOW THEREFORE BE IT RESOLVED that the resolution referenced above be amended to reflect a correction to read as follows:

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Pleasant Grove Storm Shelter Project, such bids having been opened on December 15, 2015, and listed as follows:

| Contractor | Base Bid | Notation | Total Bid |
|-----------------------------|--------------|---------------|--------------|
| A.G. Gaston Construction | \$711,840.00 | \$0 | \$711,840.00 |
| Coston General Contractors | \$495,385.00 | (\$31,000.00) | \$464,385.00 |
| Douglas Built, LLC. | \$518,753.00 | \$0 | \$518,753.00 |
| Richardson Construction Co. | \$412,000.00 | \$10,000.00 | \$422,000.00 |
| Syms Contractors Inc., | \$563,675.95 | (\$65,111.00) | \$471,564.95 |

WHEREAS, after tabulation by Spencer Engineering, 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, Richardson Construction Co., for the bid amount of \$422,000.00.

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 Pleasant Grove Storm Shelter Project to Richardson Construction Company Inc., for the bid amount of Four Hundred Twenty Two Thousand and no/100 Dollars (\$422,000.00). This project will be funded with CDBG-DR federal funds. This project is from the Program Year 2012.

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

Feb-4-2016-74

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Rosedale Sidewalk Improvements IV (CD14-03L-M-RS4).

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

Feb-4-2016-75

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Rosedale Sidewalk Improvements IV (CD14-03L-M-RS4) from the Community Development Block Grant Fund Program.

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

Feb-4-2016-76

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of James Miller to serve on the Jefferson County Planning and Zoning Commission for a term ending December, 2019, be and hereby is approved.

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

Feb-4-2016-77

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Daniel Edward Smith, III to serve on the Red Mountain Park Commission Board for a term ending February, 2020, be and hereby is approved.

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

Feb-4-2016-78

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. to prepare the roadway plans for the widening of Morgan Road from I-459 to South Shades Crest Road in the amount of \$242,378.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2015 _____, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and AECOM Technical Services, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the update of the roadway design plans design and production of approach roadway and bridge plans for for the the widening for Morgan Road from I-459 to South Shades Crest Roadbridge

replacement on Springdale Road over Five Mile Creek in Jefferson County.

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

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, STATE and Federal Highway Administration and prepared in accordance for requirements for the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) projects, including all required documentation, reports and approvals..

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare the required documents and secure design approval, prepare the roadway plans roadway approach and bridge plans for the bridge replacement and approaches on Springdale Road over Five Mile Creek for the widening on Morgan Road from I-459 to South Shades Crest Road in Jefferson County. The work to be performed by the CONSULTANT will include engineering and, development/updating all roadway plan sheets and , develop/updating of all bridge plan sheets,updating field survey, prepare and submit bridge hydraulic analysis to ALDOT for review and approval, required ATRIP paperwork (excluding the documents specifically named in Article II), field work and preparation of the geotechnical report and foundation recommendations and preparation of the Environmental Document as follows:

SECTION 1 – CORRIDOR STUDY

- A. Prepare all permitting submittals for handling by the COUNTY, including Storm Water Permit, Coast Guard Permit and 404 Individual Permit for the Corps of Engineers.
- B. Make site visits as necessary to become familiar with field conditions encountered within the construction limits of the project.
- C. Attend meetings requested by the COUNTY.
- D. Prepare minutes of all meetings attended by the CONSULTANT.
- E. Prepare and submit hydraulic analysis for approval under the ATRIP Program.
- F. Obtain and study STATE supplied Maps.
- G. Consult with various agencies and ascertain their requirements.
- H. Perform field work and prepare geotechnical and foundation recommendations associated with proposed bridge structure..
- I. Prepare required Environmental Document; early coordination will be handled through ALDOT..
- J. Coordinate with ALDOT to obtain Hazmat Clearance Letter.
- K. Coordinate hydraulic site inspection; prepare required documentation.
- L. Prepare a wetland/stream survey as required by Environmental Document.
- M. Be responsible for the contract administration, management, inspection and coordination of their sub-consultants or sub-consultants' work.

SECTION 12 – APPROACH ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines For Operations."
- B. Study available traffic data to be furnished by the STATE, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will review/update hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual or, in the absence of direction in the STATE Hydraulic Manual, then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars or as instructed by the COUNTY.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY and the FHWA.
- E. The CONSULTANT, in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film

depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.

F. Edge of Pavement Profiles with true elevations will be shown in the plans for all horizontal curve transitions and sage vertical curves where curb and gutter sections and/or a paved island is used.

G. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a storm water permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with pending ADEM publication of BMP's (Best Management Practices). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or design for structural controls that conform to AASHTO's Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in highway Drainage Construction (2007) and to the Alabama Soil and Water Conservation Committee's Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003(revised 1-06).

H. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all work including grading, drainage, base, paving, striping, and signing and signalization. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 ft in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

I. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the STATE, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the STATE.

J. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the final plan approval, the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY's use and coordination with the utility companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic During Construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the COUNTY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD User's Guide that will facilitate the STATE development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD User's Guide. All Electronic Design Information (alignments, DTM's, Templates, etc.) shall be InRoads or InXpress format. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. Following the final plan approval, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible Mylars of plans along with the corresponding CADD Utility files, for use of the STATE in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN format compatible with newest version of Bentley Microstation Software.

Q. The CONSULTANT, at each review stage, and at the completion of the project, will supply all CADD files, and related files, on Compact Disk(CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's Microstation V8I-SS2 and InRoads(2004 Version 8.5-V8i-SS2) or newer versions of these software packages. Deliverables to the COUNTY will include all Microstation and Inroads Files.

SECTION 3 – BRIDGE PLANS

The CONSULTANT will perform the following as applicable:

BRIDGE PRELIMINARY PLANS

- A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.
- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the STATE for submittal to COUNTY or Federal agencies involved for review and approval.
- F. A "square foot" construction cost estimate for each structure will be provided.

BRIDGE FINAL PLANS

After approval of the preliminary plans by the lead agency plans will be provided to the STATE and FHWA, the CONSULTANTS will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of STATE standard drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- G. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.
- H. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.
- I. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final Mylars are complete.
- J. The contract plans will be completed in accordance with current design practices of the STATE in the preparation of Federal Aid Plans.
- K. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half(1/2) scale drawings.
- L. The CONSULTANT will compute, and furnish to the STATE/CITY/COUNTY, the gutter lines, edges of parabolic crown and finished grade for each bridge deck in relationship with the profile grade for all horizontal curve transitions utilizing standard super-elevation of curves as outlined in the "State of Alabama Special & Standard Drawings" of the current year.
- M. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.
- N. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.
- O. The CONSULTANT will submit final mylars, final calculations and a compact disc(CD) containing all digital files in MicroStation format.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following, as applicable:

- A. Provide all available reports, letters, design and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY including field survey data in Microstation .dgn format.
- B. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- C. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- D. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- E. Provide a copy of applicable portions of the STATE Hydraulics Manual and "Guidelines For Operation".
- F. Provide Right-Of-Way and Utility estimates.
- G. Provide Right-Of-Way coordination.
- H. Provide all utility coordination, agreements and certification.
- I. Provide additional field survey, if necessary.
- J. Prepare Project Coordination Letter, Initial Scope of Work, Materials Report and coordination, Design Safety Report and/or Design Certification.

ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide all traffic data which is deemed necessary by the STATE.
- B. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- C. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve eighteen (182) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V – PAYMENT

SECTION 1 – FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefor, 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:

- A. The Lump Sum of Two Hundred Forty Two Thousand Three Hundred Seventy Eight (\$242,378) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION I of this AGREEMENT for corridor preparation of the Roadway Plans.

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

SECTION 2 – FINAL ACCEPTANCE

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 representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

ARTICLE VI – 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 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 shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

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 will be negotiated and expressed by Supplemental Agreement.

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.

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 IV – 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 delays have occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

A. 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.

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of a material breach in the performance of the professional services on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

SECTION 6 – 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 County Engineer in the matter shall be final and conclusive for both parties.

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all 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. The CONSULTANT specifically agrees that its subcontractors, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against , expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, to the extent caused by a material breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions including engineering design of the CONSULTANT, or his subcontractors. Nothing contained in this paragraph should be construed to obligate the 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 amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

| | |
|--|-------------|
| General Liability and Property Damage..... | \$1,000,000 |
| Automobile and Truck Bodily Injury | |
| Liability and Property Damage Liability | |
| Insurance..... | \$1,000,000 |

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 – 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, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no assignment, subletting 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, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

A. 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 COUNTY.

B. 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.

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

SECTION 11 – 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 COUNTY.

SECTION 12 – CONDITIONS AFFECTING WORK

A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. 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 subcontractors 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 date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:

1. 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 ground of race, color, 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.

2. Solicitations for Subcontractors, Including Procurements of 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 non-discrimination on the grounds of race, color or national origin.

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

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

ARTICLE VII

SECTION 1 – EXECUTORY CLAUSE

A. 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.

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee of the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VIII

Statement of Compliance with Alabama Code Section 31-13-9.

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

ARTICLE IX

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____, 2015.

RECOMMENDED:

Tracy A. Pate, P.E. Tony Petelos
Interim Director/County Engineer County Manager
AECOM Technical Services, Inc.

John E. Lobdell, P.E.
Associate Vice-President

ATTEST: JEFFERSON COUNTY, ALABAMA
Minute Clerk James A. Stephens, President - Jefferson County Commission

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

Feb-4-2016-79

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

Preliminary engineering for the bridge replacements and approaches of BIN 3374 on Bradford-Trafford Road (CR-121) over Gurley Creek. Project # BR-3715 (), JCP 37-121 15P, CPMS Ref. #100065237; which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 4th day of February, 2016

ATTESTED: James A. Stephens
County Clerk Chairman, County Commission

AGREEMENT FOR PRELIMINARY ENGINEERING

ON A FEDERAL AID PROJECT

BETWEEN THE STATE OF ALABAMA AND JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and JEFFERSON COUNTY; FEIN 63-6001579, hereinafter referred to as the COUNTY; in cooperation with the United State Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering for the bridge replacements and approaches of BIN 3374 on Bradford-Trafford Road (CR-121) over Gurley Creek. Project # BR-3715 (), JCP 37-121-15P, CPMS Ref. #100065237.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans approved by the STATE.
- (2) The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE,

as part of the project cost. Plans will be approved by the STATE.

(3) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.

(4) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

(5) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. In the event of an under run in preliminary engineering costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

| | |
|---------------------------------|----------------|
| Federal Funds (2010) | \$ 249, 505.13 |
| Federal Funds (2011) | 103, 857.27 |
| County Funds | 88, 340.60 |
| Total (including Indirect Cost) | \$ 441, 703.00 |

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

(6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

(7) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The COUNTY will submit reimbursable invoices for work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

(10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(11) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

(12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.

(13) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

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

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

(17) Exhibits M and N are attached and hereby made a part of this agreement.

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

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

Governor of Alabama.

ATTEST:

Clerk

RECOMMENDED:

State County Transportation Engineer

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

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

Jim Ippolito, Jr., Chief Counsel

Alabama Department of Transportation

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

STATE OF ALABAMA ACTING BY AND THROUGH THE

ALABAMA DEPARTMENT OF TRANSPORTATION

Chief Engineer

Ronald L. Baldwin, P.E.

Transportation Director

John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF , 20

GOVERNOR OF ALABAMA

ROBERT BENTLEY

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

Communication was read from Roads & Transportation recommended the following;

1. Bessemer Water Service to install 1,000' of 6" water main on Charles Avenue in Sparks Gap.
2. AT&T Corporation to install 13,928' of aerial and buried cable along Eastern Valley Road and various intersecting roads.

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

Motion was made by Commissioner Carrington seconded by Commissioner Knight that resolutions to accept maintenance for certain roadways in Vernon Hills be carried over. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Feb-4-2016-80

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 Damage Agreement between Jefferson County, Alabama and Southland Tube, Inc. 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 SOUTHLAND TUBE, INC. (the "Owner").

RECITALS:

Owner is the owner of real property being a part of Southland Tube, Inc. located at 839 36th Way North, Birmingham, AL. 35222, more particularly described as Proposed Lot 1, Southland Tube Resurvey No. 5, situated in the S.W. 1/4 - S.E. 1/4 of Section 19, Township 17 South, Range 2 West.

Owner has installed an elevated metal dock and ramp, (3) one story metal buildings, (1) one story block building, 2 power poles, a trench drain, a concrete flume, an 8" clay storm pipe and a chain link fence with gate over or adjacent to an existing sanitary sewer main failing within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Southland Tube, Inc. 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 Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

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

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

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

SOUTHLAND TUBE, INC.

_____, President & CEO

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

Feb-4-2016-81

**JEFFERSON COUNTY COMMISSION RESOLUTION
TAX LEVY 2016**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the County Commission of Jefferson County, Alabama, that there be and there is hereby levied the following taxes for the use of said County for the current tax year, upon all taxable property and values assessed for the County:

COUNTY PURPOSES

| Millage Rate | Constitutional/Statutory Authority | Purpose |
|---------------------|---|---|
| 5.6 | Section 215; § 11-3-11(a)(2), 1975 Code | General Fund |
| 2.1 | Act No. 395, February 17, 1885 | "to be applied to the working of public roads in said county..." |
| .7 | Act No. 716, February 28, 1901 | "repair sanitary system of the county and protect the water supplies..." |
| 5.1 | Section 215 (second proviso); § 11-3-11(a)(2), § 11-14-11 and § 11-14-16, 1975 Code | "to pay any debt or liability... for...necessary public buildings, bridges, or roads..."; excess may be used "for general county purposes..." |

SCHOOL PURPOSES
Countywide

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 2.1 | Section 269 | August 27, 1991 |
| 5.4 | Amendment No. 3, Section 1 | August 27, 1991 |
| .7 | Act No. 203, February 7, 1891 - "for the support and maintenance of the public schools" | Not Applicable |

SCHOOL PURPOSES
District

(Jefferson County School Tax District)

(Being that portion of the County lying outside the Cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant, Trussville and Vestavia Hills)

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.1 | Amendment No. 3, Section 2 | August 27, 1991 |
| 8.8 | Amendment No. 82 | April 28, 1992 |
| 5.0 | Amendment No. 175 | January 24, 2006 |
| 3.0 | Amendment No. 382 | January 24, 2006 |

(Bessemer School Tax District)
#52

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.4 | Amendment No. 3, Section 2 | April 28, 1992 |

(Birmingham School Tax District)
#30-39, 54, 63 and 65

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.7 | Amendment No. 3, Section 2 | April 28, 1992 |
| 1.01 | Amendment No. 175 | February 10, 2015 |

(Fairfield School Tax District)
#55

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.8 | Amendment No. 3, Section 2 | April 28, 1992 |

(Homewood School Tax District)
#12

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.5 | Amendment No. 3, Section 2 | December 10, 1991 |
| 9.6 | Amendment No. 175 | December 10, 1991 |

(Hoover School Tax District)
#66

| Millage | | Date of Most Recent |
|----------------|--|----------------------------|
| | | |

| Rate | Constitutional/Statutory Authority | Authorizing Election |
|-------------|---|-----------------------------|
| 13.9 | Amendment No. 3, Section 2 | October 26, 1993 |

**(Leeds School Tax District)
#15**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.1 | Amendment No. 3, Section 2 | August 27, 1991 |
| 8.8 | Amendment No. 82 | April 28, 1992 |
| 5.0 | Amendment No. 175 | January 24, 2006 |
| 3.0 | Amendment No. 382 | January 24, 2006 |

**(Midfield School Tax District)
#58**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 6.0 | Amendment No. 3, Section 2 | April 28, 1992 |
| 10.5 | Amendment No. 82 | April 28, 1992 |

**(Mountain Brook School Tax District)
#17**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.7 | Amendment No. 3, Section 2 | April 28, 1992 |
| 9.9 | Amendment No. 175 | January 26, 2010 |
| 18.5 | Amendment No. 316 | September 24, 1991 |

**(Tarrant School Tax District)
#18**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 11.2 | Amendment No. 3, Section 2 | November 2, 1993 |

**(Trussville School Tax District)
#6**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 5.1 | Amendment No. 3, Section 2 | August 27, 1991 |
| 8.8 | Amendment No. 82 | April 28, 1992 |
| 5.0 | Amendment No. 175 | January 24, 2006 |
| 3.0 | Amendment No. 382 | January 24, 2006 |

**(Vestavia Hills School Tax District)
#20**

| Millage Rate | Constitutional/Statutory Authority | Date of Most Recent Authorizing Election |
|---------------------|---|---|
| 15.1 | Amendment No. 3, Section 2 | October 26, 1993 |

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue of the County by the Chief Financial Officer of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in

accordance with the provisions of Section 40-7-42, as amended, of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year in accordance with the provisions of said Section 40-7-42, unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

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

Feb-4-2016-82

WHEREAS, Arthur Green, formerly elected District Attorney for the Bessemer Division of the Tenth Judicial Circuit, has advised the County Commission that he has elected to take Supernumerary District Attorney status and provided a copy of his commission from the Governor of Alabama as such Supernumerary District Attorney, Bessemer Division, Tenth Judicial Circuit, effective January 27, 2016, and a copy of his Oath of Office as such Supernumerary District Attorney for the Tenth Judicial Circuit, and a letter from the Office of Prosecution Services stating his annual salary as a Supernumerary District Attorney at \$111,591.60 annually, unless changed by the Alabama Legislature; and

WHEREAS, Act 82-347 provides a Supernumerary District Attorney for the Tenth Judicial Circuit of Alabama shall be entitled to receive as additional compensation payable from the Treasury of the County within said circuit, a sum equal to 40% of the compensation paid said Supernumerary District Attorney by the State of Alabama.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in accordance with Act 82-347, payment of a sum equal to 40% of the compensation paid by the State of Alabama to Arthur Green, Supernumerary District Attorney of the Bessemer Division of the Tenth Judicial Circuit, is hereby approved effective January 27, 2016. The Payroll Manager is hereby directed to implement payment in accordance with this approval.

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

Feb-4-2016-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

Z-2015-028 Jimmy P. and Karen Preston, owners request a change of zoning on Parcel ID#s 38-32-1-001-002.000, 38-32-1-001-002.001, 38-32-1-001-002.004, and 38-32-1-001-003.006 in Section 32 Twp 19 South Range 4 West from R-G (Single Family) with covenants to A-1(Agriculture) to allow the keeping of horses and a future residence. (Case Only: 5716 Rockdale Road, Bessemer, AL 35022)(EASTERN VALLEY)(7.8 Acres MJL)

RESTRICTIVE COVENANTS: 1. No mobile homes are permitted; and 2. There shall be no electric fencing within ten (10) feet of the property line.

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

Feb-4-2016-84

CASE NO. 21050037

Community Development No. DMO 84-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 5735 Finland Avenue, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-031-001.000

Said property was last assessed in the name of James R. Jones.

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

Feb-4-2016-85

CASE NO. 20150022

Community Development No. DMO 69-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 5700 Greece Avenue, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-017-014.000

Said property was last assessed in the name of Derek Dawson.

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

Feb-4-2016-86

CASE NO. 20150020

Community Development No. DMO 67-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

(1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 5308 Iceland Avenue, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-35-2-004-016.000

Said property was last assessed in the name of Cedric Young.

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

Feb-4-2016-87

CASE NO. 20140040

Community Development No. DMO 40-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 4912 Lois Street, Jefferson County, Alabama, 35207, and which is located upon the following premises: P.I.D. 22-00-11-2-001-018.000

Said property was last assessed in the name of CMAD Investments, LLC.

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

Feb-4-2016-88

CASE NO. 20150041

Community Development No. DMO 88-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable

time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 5529 Lybia Avenue, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-27-4-022-007.000

Said property was last assessed in the name of Theodis King and Fred Lee King.

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

Feb-4-2016-89

CASE NO. 20150017

Community Development No. DMO 19-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within

said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 4900 Mariana Street North, Jefferson County, Alabama, 35207, and which is located upon the following premises: P.I.D. 22-00-10-1-003-002.000

Said property was last assessed in the name of Octavia Jett.

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

Feb-4-2016-90

CASE NO. 20150042

Community Development No. DMO 89-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 5508 Mexico Avenue, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-27-4-016-014.000

Said property was last assessed in the name of Lucille Daniel (R/S) Agee.

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

Feb-4-2016-91

CASE NO. 20150045

Community Development No. DMO 91-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 4409 North Rogers Avenue, Jefferson County, Alabama, 35207, and which is located upon the following premises: P.I.D. 22-00-3-006-002.000

Said property was last assessed in the name of Ruby G. Barnes.

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

Feb-4-2016-92

CASE NO. 20150038

Community Development No. DMO 85-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 409 Roanoke Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-35-2-015-004.000

Said property was last assessed in the name of Sandy Lee Sims.

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

Feb-4-2016-93

CASE NO. 20150030

Community Development No. DMO 77-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 412 Roanoke Street, Jefferson County, Alabama, 35224, and which

is located upon the following premises: P.I.D. 21-00-35-2-014-007.000

Said property was last assessed in the name of Krohn Kaptial LLC.

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

Feb-4-2016-94

CASE NO. 20150024

Community Development No. DMO 71-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 421 Roanoke Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-35-2-015-002.000

Said property was last assessed in the name of Elouise M. And Claude E. Lavett.

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

Feb-4-2016-95

CASE NO. 20150043

Community Development No. DMO 90-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the

person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 1200 Trenton Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-27-4-015-053.000

Said property was last assessed in the name of Robert Larry Hill, Jr.

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

Feb-4-2016-96

CASE NO. 20150027

Community Development No. DMO 74-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 520 Trenton Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-033-001.000

Said property was last assessed in the name of Alice T. Henry.

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

Feb-4-2016-97

CASE NO. 20150006

Community Development No. DMO 45-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

(1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure (house only - not the garage) located at 317 Utica Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-041-003.001

Said property was last assessed in the name of Eric A. Logan.

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

Feb-4-2016-98

CASE NO. 20150034

Community Development No. DMO 81-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 405 Utica Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-037-005.000

Said property was last assessed in the name of RECA Limited Partnership.

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

Feb-4-2016-99

CASE NO. 20150033

Community Development No. DMO 80-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable

time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 421 Utica Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-037-002.000

Said property was last assessed in the name of Melanie and Eugene Colston

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

Feb-4-2016-100

CASE NO. 20150032

Community Development No. DMO 79-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within

said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 501 Utica Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-032-006.000

Said property was last assessed in the name of Alberta Thompson.

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

Feb-4-2016-101

CASE NO. 20150007

Community Development No. DMO 50-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 600 Utica Place, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-022-007.000

Said property was last assessed in the name of William L. and Bertha Mae Pace.

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

Feb-4-2016-102

CASE NO. 20150023

Community Development No. DMO 70-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 613 Utica Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-020-004.000

Said property was last assessed in the name of the Heirs of Lugenia Swanson.

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

Feb-4-2016-103

CASE NO. 20150018

Community Development No. DMO 65-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any

written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 512 Vicksburg Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 22-00-34-1-030-003.000

Said property was last assessed in the name of Mable C. Carpenter.

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

Feb-4-2016-104

CASE NO. 20150031

Community Development No. DMO 78-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 516 Vicksburg Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-030-002.000

Said property was last assessed in the name of Sarah Hall and Arthur Hosley, Sr.

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

Feb-4-2016-105

CASE NO. 20150029

Community Development No. DMO 76-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 520 Vicksburg Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-030-001.000

Said property was last assessed in the name of the Heirs of J. L. Hazzard and the Heirs of Bessie Lee Hazzard.

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

Feb-4-2016-106

CASE NO. 20150036

Community Development No. DMO 83-15-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the

person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 601 Vicksburg Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-022-006.000

Said property was last assessed in the name of Southern Best Properties LLC.

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

Feb-4-2016-107

CASE NO. 20150021

Community Development No. DMO 68-15-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 517 Wheeling Street, Jefferson County, Alabama, 35224, and which is located upon the following premises: P.I.D. 21-00-34-1-029-001.000

Said property was last assessed in the name of Mary Ellen Berry.

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

Feb-4-2016-108

WHEREAS, the polling location, Precinct 1390, Lewis Elementary School located at 2015 6th Avenue North, Birmingham, AL is no longer able to serve as a polling precinct; and

WHEREAS, the North Birmingham Library located at 2501 31st Avenue North, Birmingham, AL is in close proximity and has enough parking, handicap parking and accessibility.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Lewis Elementary School be merged with North Birmingham Library.

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

Jefferson County Commission

Unusual Demands

2/4/2016

| Org | Dept | Vendor # | Vendor Name | Description | Amount | Doc # | Batch # |
|----------|----------------------|----------|------------------------------|--|----------|--------|---------|
| 10001100 | REVENUE | 100193 | JEFFERSON CO TREASURER | #141006-L. MILEAGE REIMB-S. SMITH, EXAM. 12/15 | 30.48 | 141006 | 2221 |
| 10001100 | REVENUE | 100193 | JEFFERSON CO TREASURER | GFOAA DUES-REIMB.- T. HULSEY - 12/22/15 DOC#142134 | 50.00 | 142134 | 2422 |
| TOTAL | | | | | 80.48 | | |
| 10001200 | COUNTY ATTORNEY | 100032 | ALABAMA MESSENGER | 2016 SUBSCRIPTION FOR COUNTY ATTY OFFICE | 15.00 | 143488 | 2681 |
| 10001200 | COUNTY ATTORNEY | 100111 | BHAM BAR ASSOCIATION | 2016 MEMBERSHIP DUES - CAROL SUE NELSON | 175.00 | 143772 | 2748 |
| 10001200 | COUNTY ATTORNEY | 100111 | BHAM BAR ASSOCIATION | 2016 MEMBERSHIP DUES - THEODORE A. LAWSON II | 175.00 | 143777 | 2748 |
| 10001200 | COUNTY ATTORNEY | 100111 | BHAM BAR ASSOCIATION | 2016 MEMBERSHIP DUES - SHAWNNA HAAS SMITH | 100.00 | 143782 | 2748 |
| 10001200 | COUNTY ATTORNEY | 100111 | BHAM BAR ASSOCIATION | 2016 MEMBERSHIP DUES - ALLISON NICHOLS-GAULT | 100.00 | 143790 | 2748 |
| 10001200 | COUNTY ATTORNEY | 100111 | BHAM BAR ASSOCIATION | 2016 MEMBERSHIP DUES - BRENT GRAINGER | 175.00 | 143794 | 2748 |
| 10001200 | COUNTY ATTORNEY | 102986 | CHRISTINA K DECKER | USA V. JEFFCO, STATUS CONF 12/17/15 | 242.73 | 143814 | 2749 |
| 10001200 | COUNTY ATTORNEY | 104733 | FREEDOM REPORTING INC | INVOICE NO. 226613 | 384.95 | 143484 | 2679 |
| 10001200 | COUNTY ATTORNEY | 104733 | FREEDOM REPORTING INC | INVOICE NO. 226154 | 941.90 | 143485 | 2679 |
| 10001200 | COUNTY ATTORNEY | 126941 | LEGISLATIVE REFERENCE SER | INVOICE NO. 228-15 | 15.00 | 143487 | 2681 |
| TOTAL | | | | | 2324.58 | | |
| 10002100 | LAND DEVELOPMENT | 100193 | JEFFERSON CO TREASURER | JEFFERSON COUNTY COMMISSION RUBBER STAMP | 9.95 | 142565 | 2510 |
| TOTAL | | | | | 9.95 | | |
| 10002401 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASED ITEMS FOR BESS JAIL | 133.00 | 142400 | 2486 |
| 10002401 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | Thermostat control switch for Family Court. | 330.00 | 143278 | 2633 |
| 10002401 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASED TAPPING SCREWS FOR SHERIFFS STORAGE BLDG | 33.56 | 143616 | 2715 |
| 10002401 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASE 2.5 GAL 2-4D AND 1 GAL BLUE SPRAY INDICAT | 109.00 | 143727 | 2737 |
| 10002401 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASE A WATER INLET VALVE FOR BHCH | 93.45 | 143728 | 2738 |
| TOTAL | | | | | 699.01 | | |
| 10004110 | SF ENFORCE -BHAM | 133614 | SHERIFF'S INVESTIGATIVE FNDS | SHERIFF'S INVESTIGATIVE FUNDS | 25000.00 | 142486 | 2501 |
| TOTAL | | | | | 25000.00 | | |
| 10004180 | SF CORRECTIONS-BS | 100128 | JEFF CO DEPUTY TREASURER | WALMART RECEIPT#2889428438207116793 | 19.60 | 142127 | 2420 |
| TOTAL | | | | | 19.60 | | |
| 10004210 | YOUTH DET CUSTODY | 100193 | JEFFERSON CO TREASURER | Food/Uniforms/Supplies for Residents | 207.78 | 143394 | 2659 |
| 10004210 | YOUTH DET CUSTODY | 100193 | JEFFERSON CO TREASURER | Shower shoes/Socks/Supplies for Residents | 212.58 | 144007 | 2773 |
| TOTAL | | | | | 420.36 | | |
| 10004220 | YOUTH DET SUPRT SVCS | 100193 | JEFFERSON CO TREASURER | Food/Uniforms/Supplies for Residents | 207.78 | 143394 | 2659 |
| TOTAL | | | | | 207.78 | | |
| 10004300 | CORONER | 100193 | JEFFERSON CO TREASURER | 01/12/16-01/12/16 | 157.45 | 143126 | 2603 |
| TOTAL | | | | | 157.45 | | |
| 10004400 | INSPECTION SERVICES | 133673 | PARKER & SONS HEAT& AIR | REFUND - PERMIT 150615G - 5858 RIDGELINE DR. | 50.00 | 143578 | 2711 |
| TOTAL | | | | | 50.00 | | |
| 10006310 | FAMILY COURT ADMIN | 100193 | JEFFERSON CO TREASURER | Rubber stmps-datrs-publications-postage | 456.43 | 142190 | 2440 |
| TOTAL | | | | | 456.43 | | |
| 10006314 | FAMILY CRT CLK-BHAM | 100193 | JEFFERSON CO TREASURER | Rubber stmps-datrs-publications-postage | 456.43 | 142190 | 2440 |
| TOTAL | | | | | 456.43 | | |

| | | | | | | | |
|-------------|----------------------|--------|-------------------------|--|--------------|--------|------|
| 10006801 | FINANCE ADMIN | 102239 | ALABAMA MEDIA GROUP | FINANCIALS POST IAW AL CODE 1975 | 1155.00 | 143654 | 2723 |
| TOTAL | | | | | 1155.00 | | |
| 21305100 | R AND T ADMIN | 100193 | JEFFERSON CO TREASURER | CELL PHONE CASE & CHARGER, SURFACE PRO CASE, UPS | 182.53 | 143458 | 2673 |
| TOTAL | | | | | 182.53 | | |
| 21305400 | R & T HWY ENG CONS | 100193 | JEFFERSON CO TREASURER | STONE SOAP, TOGGLE SWITCH, DRILL | 119.81 | 142595 | 2514 |
| 21305400 | R AND T HWY ENG CONS | 100193 | JEFFERSON CO TREASURER | EPOXY FOR BRIDGE DIVISION, PAINT COVERALLS | 193.84 | 143562 | 2706 |
| TOTAL | | | | | 313.65 | | |
| 21305500 | R AND TRANS HWY MNT | 100193 | JEFFERSON CO TREASURER | FRAMES, TABLE CLOTHES, CDL RENEWAL | 65.99 | 143636 | 2720 |
| TOTAL | | | | | 65.99 | | |
| 21305600 | R AND T MNT KET | 100193 | JEFFERSON CO TREASURER | OFFICE SUPPLIES, PHONE CASES | 90.50 | 143277 | 2635 |
| TOTAL | | | | | 90.50 | | |
| 21305700 | R&T TRAFFIC ENG | 100193 | JEFFERSON CO TREASURER | CELL PHONE CASE & CHARGER, SURFACE PRO CASE, UPS | 182.53 | 143458 | 2673 |
| TOTAL | | | | | 182.53 | | |
| 21401301 | BD OF EQUALIZATION | 100193 | JEFFERSON CO TREASURER | Petty Cash-Meuse-Reimbursement for TRVL under \$50 | 39.00 | 143560 | 2703 |
| TOTAL | | | | | 39.00 | | |
| 60407100 | ESD GENERAL ADMIN | 100193 | JEFFERSON CO TREASURER | PLUMBING LICENSE RENEWAL FOR JOHN CRENSHAW | 100.00 | 142163 | 2433 |
| 60407100 | ESD GENERAL ADMIN | 100193 | JEFFERSON CO TREASURER | GAS FOR COUNTY VEHICLE A143002 | 17.16 | 143947 | 2768 |
| TOTAL | | | | | 117.16 | | |
| 60407101 | SEWER BILLING | 127043 | TOWER DEVELOPMENT | Refund for SANC on property Acct W0-119270 | 1461.87 | 143651 | 2712 |
| 60407101 | SEWER BILLING | 133635 | PHILLIP MCDANIEL | Refund for overpayment Acct# W0-9999 | 14.98 | 143593 | 2712 |
| 60407101 | SEWER BILLING | 133636 | SHERRY LYNN PRUETT | Refund for overpayment acct# L 7-15900 | 42.15 | 143595 | 2712 |
| 60407101 | SEWER BILLING | 133637 | MICHAEL SARTWELL | Refund for overpayment acct# W0-100178 | 443.78 | 143596 | 2712 |
| 60407101 | SEWER BILLING | 133639 | LEAH HARWELL | Refund for overpayment acct# W0-102366 | 12.90 | 143597 | 2712 |
| 60407101 | SEWER BILLING | 133640 | CHARLES E BREWSTER JR | Refund for overpayment acct# W0-100411 | 33.31 | 143598 | 2712 |
| 60407101 | SEWER BILLING | 133641 | KEITH NICHOLS | Refund for overpayment Acct# W0-75393 | 76.51 | 143599 | 2712 |
| 60407101 | SEWER BILLING | 133642 | WILLIAM D PATE | Refund for overpayment Acct# W0-7888 | 25.44 | 143600 | 2712 |
| 60407101 | SEWER BILLING | 133643 | JERRY W MARSHALL JR | Refund for overpayment acct# W0-51797 | 8.88 | 143601 | 2712 |
| 60407101 | SEWER BILLING | 133652 | CLIFTON WHITE | Refund for overpayment acct# W0-106580 | 26.72 | 143588 | 2712 |
| 60407101 | SEWER BILLING | 133654 | BETTY MORRIS | Refund for overpayment Acct# W065611 | 13.93 | 143591 | 2712 |
| 60407101 | SEWER BILLING | 133698 | DAVE SMITH | Refund for overpayment Acct# W0-5853 | 34.21 | 143585 | 2712 |
| 60407101 | SEWER BILLING | 133699 | SEAN & ERICA NOLEN | Refund for overpayment Acct# L11-37600 | 5.05 | 143586 | 2712 |
| 60407101 | SEWER BILLING | 133700 | BRETT A ISOM | Refund for overpayment Acct# L15-19200 | 63.42 | 143587 | 2712 |
| TOTAL | | | | | 2263.15 | | |
| 60407240 | PUMP STATIONS | 100193 | JEFFERSON CO TREASURER | Siphon Pump;V-Belts;Bearings; | 348.47 | 143062 | 2596 |
| TOTAL | | | | | 348.47 | | |
| 60407250 | SEWER LINE MAINT ADM | 100193 | JEFFERSON CO TREASURER | MUFFLER COIL | 50.80 | 141779 | 2340 |
| TOTAL | | | | | 50.80 | | |
| 60407301 | CAHABA RIVER WWTP | 100193 | JEFFERSON CO TREASURER | meeting supplies, gary's grade IV, tools, belt | 158.81 | 142930 | 2563 |
| 60407301 | CAHABA RIVER WWTP | 100193 | JEFFERSON CO TREASURER | bleach, fittings, bits, heaters, respirator, | 188.66 | 143441 | 2666 |
| 60407301 | CAHABA RIVER WWTP | 100193 | JEFFERSON CO TREASURER | pipe wrench, sink, duct tape | 131.54 | 143453 | 2669 |
| TOTAL | | | | | 479.01 | | |
| 60407304 | TRUSSVILLE WWTP | 100193 | JEFFERSON CO TREASURER | BATTERY FOR MULE/ LADONNA C | 55.00 | 143262 | 2629 |
| TOTAL | | | | | 55.00 | | |
| 60407306 | VALLEY CREEK WWTP | 100193 | JEFFERSON CO TREASURER | req. by CGarner plumbing sample jugs keys chargers | 646.35 | 142442 | 2491 |
| TOTAL | | | | | 646.35 | | |
| 60407307 | VILLAGE CREEK WWTP | 100193 | JEFFERSON CO TREASURER | Butane and Solder | 9.37 | 142187 | 2437 |
| TOTAL | | | | | 9.37 | | |
| 60407323 | WWTP ELEC MAINT | 100193 | JEFFERSON CO TREASURER | TOOLS;POCKET STAMP;BATTERY;MODULE; | 353.19 | 143336 | 2644 |
| TOTAL | | | | | 353.19 | | |
| 60407324 | WWTP INSTRU MAINT | 100193 | JEFFERSON CO TREASURER | TOOLS;POCKET STAMP;BATTERY;MODULE; | 353.19 | 143336 | 2644 |
| TOTAL | | | | | 353.19 | | |
| 70101720 | PERSONNEL BD ADMIN | 133694 | KIM KINDER | Reimbursement for BSHRM luncheon-KimKinder & 3 mor | 138.76 | 143583 | 2713 |
| TOTAL | | | | | 138.76 | | |
| 70101750 | PERSONNEL BD TESTING | 119443 | WAN CARLOS THORPE | Assessor Reimbursement - Wan Carlos Thorpe | 644.80 | 139705 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 124612 | JOSEPH BAIL JR | Assessor Reimbursement - Joseph Bail, Jr. | 134.78 | 139658 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 130880 | HOLLY PEREZ | Assessor Reimbursement - Holly Perez | 125.00 | 139699 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 131783 | AUDREY SMITH | Assessor Reimbursement - Audrey Smith | 481.50 | 139704 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 131785 | GWENDOLYN WATERS | Assessor Reimbursement - Gwendolyn Waters | 125.00 | 139706 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 131793 | CARLTON COOK | Assessor Reimbursement - Carlton Cook | 242.30 | 139668 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 132576 | TOBE GREEN | Assessor Reimbursement - Tobe Green | 125.00 | 139693 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 133473 | STEVE PATTERSON | Assessor Reimbursement - Steve Patterson | 493.00 | 139697 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 133514 | WINSTON ALLEN | Assessor Reimbursement - Winston Allen | 314.75 | 139655 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 133515 | JASON BOULTON | Assessor Reimbursement - Jason Boulton | 229.05 | 139660 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 133516 | JOSHUA BRUEGGER | Assessor Reimbursement - Joshua Bruegger | 204.90 | 139662 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 133517 | VERNON CLAY | Assessor Reimbursement - Vernon Clay | 649.40 | 139663 | 2030 |
| 70101750 | PERSONNEL BD TESTING | 133518 | TROY MULLENDER | Assessor Reimbursement - Troy Mullender | 125.00 | 139695 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 133519 | FELICIA NORRIS | Assessor Reimbursement - Felicia Norris | 237.95 | 139696 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 133520 | WESLEY PRIDDY | Assessor Reimbursement - Wesley Priddy | 125.00 | 139702 | 2036 |
| 70101750 | PERSONNEL BD TESTING | 133521 | ALLEN WHITE | Assessor Reimbursement - Allen White | 397.55 | 139709 | 2036 |
| TOTAL | | | | | 4654.98 | | |
| 70204500 | EMA | 100193 | JEFFERSON CO TREASURER | PETTY CASH 2 1-15-16 | 41.50 | 143000 | 2581 |
| 70204500 | EMA | 100193 | JEFFERSON CO TREASURER | PETTY CASH 1-15-16 | 858.11 | 143055 | 2592 |
| 70204500 | EMA | 132743 | FBI NATIONAL ACAD ASSOC | 2016 ANNUAL DUES FOR JAMES COKER | 85.00 | 143193 | 2616 |
| TOTAL | | | | | 984.61 | | |
| GRAND TOTAL | | | | | \$ 42,365.31 | | |

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

Feb-4-2016-109

WHEREAS the County's Third Party Administration of Worker's Compensation Claims contract with Hill Administrative Services, Inc., terminated on December 31, 2015; and

WHEREAS, the Finance Department desires to extend the contract for a three month period from January 1, 2016 through March 31, 2016 at \$7,000.00 per month while the new bids are received and a new contract awarded.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to execute this extension of the third party administration of workers' compensation claims with Hill Administrative Services, Inc. for the period of January 1, 2016 through March 31, 2016 in an amount not to exceed \$21,000.

AMENDMENT TO CONTRACT# 4687

This Amendment to the Contract entered into this 22nd day of December, 2015 by and between the Jefferson County, Alabama,

hereinafter called "the County", and Hill Administrative Services, hereinafter called, "the Contractor". The Contractor shall provide Administration of Workers' Compensation claims for the Jefferson County Commission.

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 referenced above, which was approved by the Jefferson County Commission on February 5, 2015, and recorded in Minute Book 167, Pages 512-513 is hereby amended as follows:

TERM OF AGREEMENT

The term of this contract shall be extended for up to 3 three months from January 1, 2016 through March 31, 2016.

Reason: Continuation of managing Workers' Compensation claims until new bids are received and a new contract awarded.

COMPENSATION

The monthly cost to extend this contract will be \$7000.00 per month payable per submission of an invoice.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

CONTRACTOR

Tracy H. Carter, President

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

Feb-4-2016-110

WHEREAS, in accordance to Administrative Order No. 90-3, an actuarial review was conducted to determine the reserve funding level for the Jefferson County Commission's self-insured auto liability, general liability and workers' compensation programs.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION accepts the recommendation of Glicksman Consulting, LLC to establish a reserve of its self-insured auto liability, general liability and workers' compensation programs for FY2015-2016 at the accepted confidence level.

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

Feb-4-2016-111

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

For Week of 1/12/16 – 1/21/16

1. JEFFERSON COUNTY AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM T-MOBILE, BELVIEW, WA TO AWARD BID FOR CELLULAR PLANS 1-10 TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 02/04/2016 – 02/03/2017. REFERENCE BID # 11 – 16
2. JEFFERSON COUNTY AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM VERISON WIRELESS, BASKING RIDGE, NJ TO AWARD BID FOR CELLULAR PLANS 1-10 TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 02/04/2016 – 02/03/2017. REFERENCE BID # 11 – 16
3. JEFFERSON COUNTY AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM ATT&T, BIRMINGHAM, AL TO AWARD BID FOR CELLULAR PLANS 1-10 TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 02/04/2016 – 02/03/2017. REFERENCE BID # 11 – 16
4. JEFFERSON COUNTY AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM SPRINT TO AWARD BID FOR CELLULAR PLANS 1-10 TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 02/04/2016 – 02/03/2017. REFERENCE BID # 11 – 16

5. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM SYSCO CENTRAL ALABAMA, BIRMINGHAM, AL BID AGREEMENT RENEWAL FOR MISCELLANEOUS GROCERIES FOR THE PERIOD OF 01/30/16 TO 01/29/17. (FINAL RENEWAL) REFERENCE BID # 54-16R

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

Feb-4-2016-112

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/12/16 – 1/21/16 , BE AND HEREBY IS APPROVED.

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

Feb-4-2016-113

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and HHH Sanitation, Inc. to provide portable toilet rental services to the County and PACA members on an as-needed basis for the period January 7, 2016 - January 6, 2017.

CON-00008164

BID #14-16

PORTABLE TOILET RENTAL

THIS AGREEMENT entered into this 11th day of January 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and HHH Sanitation Inc. 3685 Industrial Parkway, Birmingham, AL 35217, hereinafter called "the Contractor". The effective date of this agreement shall be January 7, 2016.

WITNESSETH:

WHEREAS, the County desires to contract for portable toilet rental for the use of its employees and and PACA members; and

WHEREAS, the Contractor desires to furnish said portable toilet rental for the County and PACA members.

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

1. ENGAGEMENT OF CONTRACTOR:

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

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Invitation to Bid No. 14-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide Portable Toilet Rental as outlined by their bid response dated December 17, 2015 as follows:

a. The County agrees to use the Contractor as its primary provider of portable toilet rental during the term of this Agreement.

b. The County shall use their MUNIS financial system to generate purchase orders for all portable toilet rental made through the Contractor.

c. The Contractor shall be available to provide local services.

d. Portable toilets shall be supplied complete with the following construction and features: polyurethane construction, uni-sex type, commode with flip lid and cover lid, urinal, double tissue holder, vented in ceiling of unit, opaque panel in ceiling to allow light in and locks provided if requested.

e. A minimum of two employees will be required at all times to perform service on majority of units which will need twice-a-week service.

f. Single unit portable toilets to be rented as needed for various Jefferson County locations.

g. Majority of units will need twice-a-week service. Some units will require one-a week service.

h. Emergency calls for service or delivery of new units will be provided within 24 hours.

3. FEES:

See Schedule A

SINGLE UNIT PORTABLE TOILET RENTAL SCHEDULE A

| | | |
|----|--|--|
| a. | Twice-A-Week Service | \$90.00 per month |
| b. | Once-A-Week Service | \$50.00 per month |
| c. | Handicap Restrooms | |
| | i. Once-A-Week | \$95.00 each per month |
| | ii. Twice-A-Week | \$165.00 each per month |
| d. | Portable Handwash Stations | |
| | i. Once-A-Week | \$ 88.00 each per month |
| | ii. Twice-A-Week | \$ 155.00 each per month |
| e. | Portable Holding Tanks | |
| | i. Once-A-Week | \$115.00 each per month |
| | ii. Twice-A-Week | \$220.00 each per month |
| f. | Restroom Trailers | \$5,000 each per month |
| g. | Damage waiver for replacement, lost, damaged or stolen | \$5.00 except trailer per unit per billing cycle |
| h. | Emergency Services Priced per event & situation | |
| i. | Industrial Vacuuming/Pumping Services | \$225.00 Per 1,000 gallons of pumping |
| j. | Fresh Water Delivery | \$150.00 Minimum |
| k. | RV Pumping | \$75.00 Per call |

4. PAYMENT TERMS: NET 28

5. INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Al 35203

Successful vendor must be able to set up each PACA member with various inside delivery locations. PACA members will be responsible for issuing their own purchase order number and providing vendor with billing and shipping information.

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of this contract shall be from January 7, 2016 to January 6, 2017 with the County's option and Commission approval to renew for two (2) additional one-year periods, not to exceed three (3) years.

7. INDEPENDENT CONTRACTOR:

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

8. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

9. ASSIGNMENT:

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

10. HOLD HARMLESS AND INDEMNIFICATION:

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost

and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

11. INSURANCE:

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

12. STATEMENT OF COMPLIANCE:

By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

13. VIOLATION:

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

14. TERMINATION OF CONTRACT:

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

15. LIABILITY:

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

16. AMENDMENT OF AGREEMENT:

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

17. GOVERNING LAW/DISPUTE RESOLUTION:

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

18. STATEMENT OF CONFIDENTIALITY:

Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

19. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

20. CANCELLATION:

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

21. COUNTY FUNDS PAID:

Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired

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

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

HHH SANITATION INC.

Chris Hettich, Secretary and Treasurer

JEFFERSON COUNTY COMMISSION

James A. (Jimmie) Stephens, President

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

| | |
|---|----------|
| Penny Nunnelley | \$734.91 |
| Robin Henderson | \$719.91 |
| Jane Mardis | \$814.39 |
| *Maria Knight | \$346.97 |
| Alabama Association of Assessing Officials Mid Winter Conference Huntsville, AL – March 1-4, 2016 *March 2-3, 2016 | |

| | |
|--|----------|
| Eric Wolfe | \$253.11 |
| Roy Stodghill | \$246.84 |
| David Hinkle | \$246.84 |
| Alabama Certified Appraiser Exam Montgomery, AL – March 17-18, 2016 | |

| | |
|---|------------|
| Thomas Carew, William Baker, Jane Mardis, Keith Fravert and Roy Stodghill National USPAP Update Homewood, AL – March 9, 2016 | \$1,035.00 |
|---|------------|

Community and Economic Development

| | |
|--|------------|
| Keith Strother | \$1,917.98 |
| Sonya King | \$2,094.42 |
| Anthonesia McElroy | \$2,164.66 |
| Lyntrel Davis | \$2,113.90 |
| Southeastern Employment and Training Session Myrtle Beach, SC – March 5-9, 2016 | |

Information Technology

| | |
|---|------------|
| Maurice Myers, Allen Franklin, Joe White, Keith Gulledge, Douglas Taylor and Chris Bookout Leadership, Team Building and Coaching Skills Birmingham, AL – February 25-26, 2016 | \$1,374.00 |
|---|------------|

Individual Staff Development

Community and Economic Development

| | |
|---|----------|
| Larry Guthrie SMART Financial Grants Management Atlanta, GA – January 31 – February 3, 2016 | \$816.74 |
|---|----------|

Information Services

| | |
|---|------------|
| Ali Sheikhzeinoddin Environmental Systems Research San Diego, CA – June 26 – July 1, 2016 | \$2,273.43 |
|---|------------|

| | |
|--|----------------------------------|
| Doug Taylor Cityworks Regional User Meeting Alpharetta, GA – February 10-12, 2016 | \$769.35 |
| Inspection Services Michael Thomas Cityworks Regional User Meeting Alpharetta, GA – February 10-12, 2016 | \$621.80 |
| Land Planning & Development Services Katherine Burlison-LaChine Cityworks Regional User Meeting Alpharetta, GA – February 10-12, 2016 | \$697.69 |
| Revenue Gerald Osburn Legislative and Governmental Relations Prattville, AL – January 27-28, 2016 | \$175.00 |
| Wesley Moore Tax Audit Tampa, FL and Mobile, AL – February 20-27, 2016 | \$2,400.27 |
| Bruce Thompson Tax Audit North Palm Beach, FL – March 5-13, 2016 | \$2,790.50 |
| Commission - District I George Bowman National Association of Counties (NACo) Washington, DC – February 19-21, 2016 | \$3,597.18 |
| For Information Only | |
| Sheriff's Office James West Aubrey Finley Kyomi Coleman Criminal Investigation of Deadly Force Birmingham, AL – March 21-23, 2016 | \$295.00 \$295.00 \$295.00 |
| Kyomi Coleman Technique of Interviewing and Interrogation Birmingham, AL – March 29-31, 2016 | \$580.00 |
| Lawanda Bonner Law Enforcement Supervision, Management and Leadership Skills Birmingham, AL – December 1-3, 2015 | \$295.00 |
| Kevin Austin Advance Cold Case Long Term Missing Investigations Bossier City, LA – February 8-10, 2016 | \$318.40 |

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

BUDGET TRANSACTION

Tax Assessor - Bessemer \$10,000

Shift funds from advertising to capital and add a purchasing memorandum to purchase a folding machine.

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

RESOLUTION

Whereas, Barry Isbell, as a junior in high school, began his employment with Jefferson County on the Eighth day of August, Nineteen

Hundred and Seventy Eight; and

Whereas, Barry worked as a mechanic at Susan's Outdoor Power Tools part-time and was known for his ability to repair anything from a weed eater to a Mustang; and

Whereas, Barry's knowledge of small engine repair attributed to his being hired to work with Jefferson County. He soon earned a promotion to Senior Stores Clerk in the year Nineteen Hundred and Ninety Three; and

Whereas, it was the attention to detail that earned Barry a promotion to Public Works Coordinator in the year Two Thousand and Three; and

Whereas, through the years, Barry has held twelve positions with Jefferson County with the highest position being District Highway Maintenance Assistant Superintendent; and

Whereas, Barry will be retiring after over Thirty Seven years of service to Jefferson County; and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby honor Barry Isbell for over Thirty Seven years of employment, outstanding work ethics and dedication to Jefferson County. We want to thank Barry for being an inspiration to all who worked with him and his unfailing demand for excellence.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 4th day of February, Two Thousand and Sixteen.

James A. Stephens, President

Sandra Little Brown, President Tempore

George F. Bowman, Commissioner

W.D. Carrington, Commissioner

T. Joe Knight, Commissioner

Feb-4-2016-114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and any municipality located in Jefferson County regarding debris removal and monitoring services upon execution of the respective municipalities governing body. The MOU shall substantially be in conformance with the attached template document. Once executed, the Memorandum of Understanding will be presented to the Commission for acknowledgment at their next regularly scheduled meeting.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to send a letter to the Region 6 Debris Removal Vendor identified by the Association of County Commissions of Alabama to inform the Region 6 vendor of Jefferson County's Disadvantaged and Small Business Enterprise Policy.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF _____

REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of _____ is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the _____ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of _____, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of _____, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.

2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the _____ City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.

3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.

4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.

5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.

6. That the city of _____ shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the

aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from _____ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the _____ day of _____, 201__.

James A. (Jimmie) Stephens, President _____, Mayor
Jefferson County Commission City of _____

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

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

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

Feb-4-2016-115

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that for a period of thirty days the Roads and Transportation Department of Jefferson County is authorized to maintain the roadways in the Vernon Hills Development.

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

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, February 18, 2016.

President

ATTEST

Minute Clerk