

STATE OF ALABAMA)

JEFFERSON COUNTY) May 4, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse Birmingham, Alabama at 9:09 A.M., James A. Stephens, President, presiding and the following members present:

- District 1 – George Bowman
- District 2 – Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 – T. Joe Knight
- District 5 – David Carrington

Invocation was led by Reverend Wes Sharp, Holy Cross Episcopal Church and the Pledge of Allegiance led by Commissioner George Bowman.

The Commission met in Work Session on Tuesday, May 2, 2017, and moved for approval the following Committee items be placed on the May 4, 2017, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Items 1-4.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-6.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-19.
- Commissioner Joe Knight, Judicial Administration, Emergency Management, Land Planning Committee, Finance & Information Technology Committee had items 1-28 plus 2 addendum items.
- Commissioner David Carrington, Business Development Committee had items 1-2, with 1 additional item.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the Minutes of April 20, 2017, be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that Commission Agenda Resolutions 1 through 42, be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

- Presentations by Commissioner Sandra Little Brown:
- a) Recognition - Susan G. Komen Big Wigs Event
 - b) Recognition - Mr. Tommy Rouse, Youth Detention, Retirement

MAY-4-2017-300

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- a) Jefferson County Employee Credit Union Bank Statement - Closing Date March 31, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Credit Card Statement be ratified. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Unusual Demands Report
05/04/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	BARTON LABORATORY	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER&GASKET CO PICK UP	16.25	195287	9639
2	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Meuse,L-Reimbursement for Certification of Pr	150.00	194749	9500
3	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	FILTER ALLUM TANK, NO TRESPASSING SIGN, TARP, SHAF	218.99	195250	9628
4	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	NOZZLE, FILTERS, POST OFFICE, TERMINAL BLOCK, JUMP	125.63	196143	9767
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	LIGHTS, MAILINGS, ADAPTER-1FX3 PARTS FOR AL SIERS	83.85	196765	9853
6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	WATER PRESSURE TEST GAUGE, PVC CEMENT, PVC CLEANER	43.03	195329	9640
7	CG GENERAL SERVICES	100193	JEFFERSON CO TREASURER	TESTED A STARTER FOR COOPER GREEN WITH SE SWITCHGE	350.00	195783	9719
8	CG GENERAL SERVICES	100193	JEFFERSON CO TREASURER	THERMOMETERS FOR COOLER IN LAB & PHARMACY AT CGH	97.72	195935	9735
9	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	WIOA:DISABILITY TRAINING MTG 4.11.17 REFRESHMENTS	60.72	196358	9808
10	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	WIOA_COLLABORATIVE NETWORK MTG 4.12.17 REFRESHMENT	54.03	196355	9808
11	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA-FOOD EOC ACTIVATE, VEHICLE REPAIR, OIL CHANGE	549.66	195886	9729
12	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	DRILL & BATTERIES FOR TAP TRUCK/DRILL FOR INSPECTO	479.28	196775	9856
13	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	DRILL WITH ACCESSORIES FOR SEWER IMPACT	227.53	196466	9826
14	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	LUNCH EXPENSE FOR BILLING SOFTWARE MEETING	41.25	195978	9743
15	FINANCE ADMIN	100193	JEFFERSON CO TREASURER	REIMB FOR COUNTY CELL CASE-LEKISHA DOYLE	34.99	194751	9502
16	FINANCE-DEBT SERVICE	124778	THE BANK OF NEW YORK MELLON TRUST CO NA	ADMIN FEE 2003A GO 4/1/16 TO 3/31/17	2200.00	195534	9677
17	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	TRAP ADAPTER; PIPE; TAP BOLT	51.56	193991	9372
18	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	STAINLESS STEEL WELDING RODS FOR GSOC	367.66	196205	9773
19	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	DRILL BATTERIES FOR GSOC ELECTRICIAN	255.92	196721	9846
20	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	BATTERY FOR DRILL FOR GSOC ELECTRICIAN	22.45	196723	9846
21	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	SHEETROCK SCREWS AND SLEDGE HAMMER HANDLE-BHCH	14.57	196209	9774
22	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REPLACEMENT HANDLE FOR SLEDGE HAMMER-GSOC	9.99	196204	9773
23	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	MORTAR MIX FOR BHAM JAIL	4.99	196724	9846
24	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	DALE FREY,WWTP SUPERINTENDENT MACON GA 3/17/17	90.95	194948	9547
25	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	DALE FREY,MEETING LAB SUPERVISOR, 01/27/2017	54.57	194945	9547
26	HUMAN RESOURCES ADMIN	135431	AMBER GRANT	TO PAY ASSESSOR EXPENSES/PER DIEM 2/27-3/2/2017	312.76	196768	9854
27	IT SYSTEM DEV & ADMINISTRATION	100193	JEFFERSON CO TREASURER	Mileage reimbursement for Ali to ArcGIS in Montgom	92.02	195693	9716
28	IT SYSTEM DEV & ADMINISTRATION	100193	JEFFERSON CO TREASURER	Parking Reimbursement for Ali Sheikzenoddin ArcGIS	8.00	195636	9702

29	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	UDPC local mileage	27.82	194968	9558
30	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	UDPC for paint to mark off road	4.94	194967	9557
31	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Vinegar and baking soda to unclog kitchen drain	12.32	196199	9772
32	REVENUE	100193	JEFFERSON CO TREASURER	Mileage reimbursement W. Stoudenmire March 2017	161.04	196712	9842
33	REVENUE	100193	JEFFERSON CO TREASURER	Reimb. Postage Title Remit State of Ala.	11.91	195535	9679
34	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES, CONCRETE SEALER, BONDING AGENT	410.96	196044	9757
35	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	RETIRE CERT FRAME,ICE SCOOP,CHAIN SAW FILING GUIDE	153.17	195987	9746
36	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	HERBICIDE LIC RENEWAL, TOOLS, CHAIN SAW BARS, KEYS	306.83	195619	9694
37	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL, IMPACT SOCKET, PVC TUBING - KETONA	91.90	196138	9766
38	ROADS AND TRANS RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	PARCELID#08-00-25-2-000-001.001 ACCT#4750 -FIRE DU	87.40	190034	8929
39	ROADS AND TRANS RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	PARCELID#08-00-01-4-00-001.001 ACCT# 2779 - FIRE D	35.00	190027	8929
40	ROADS AND TRANS RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	PARCELID#09-00-28-2-000-020.021 ACT#4703 - FIRE DU	35.00	190031	8929
41	ROADS AND TRANS RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	PARCELID#08-00-25-2-000-001.000 ACCT#4729 - FIRE D	35.00	190033	8929
42	ROADS AND TRANS RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	PARCELID#08-00-01-1-000-003.000 ACCT#2739 -FIRE DU	35.00	190036	8929
43	SEWER CONSTRUCTION INSPECTION	100193	JEFFERSON CO TREASURER	PHONE CASE	19.96	196123	9764
44	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	SOCKETS, OVERSIZE JACKET, SAW REPAIR	244.99	195603	9688
45	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	LOCKS, OIL, CARB CLNR, SEA FOAM, SHRINK WRAP, POST	108.53	195620	9695
46	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	NETWORK CALBE, PLEDGE AND COMMAND HOOKS	41.33	194782	9516
47	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	KILZ 2 GAL	31.96	195934	9734
48	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	PORTABLE HARD DRIVE FOR VIDEO EVIDENCE	79.99	194311	9423
49	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	PRINTING MANUALS FOR AFFIRMATIVE ACT CLASS	60.47	195537	9680
50	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	FEMALE DISCONNECT/ SLIDE TERMINAL	29.67	194245	9423
51	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	FUEL CARD DID NOT WORK GAS FOR A UNIT A176009	27.00	195932	9733
52	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	RECORDING/ARCHIVAL FEES	22.00	196244	9789
53	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty cash for Planning and Zoning Board lunch 4/1	63.61	196784	9860
54	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	petty cash for P&Z lunch 4.6.17	59.69	195845	9724
55	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for P&Z lunch 4/6/17	50.58	195843	9723
56	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for P&Z Lunch 4.6.17	7.49	195851	9725
57	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SAMPLE BOTTLES	196.80	196402	9817
58	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SPLIT BOLT CONNECTOR	13.41	196405	9817
59	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	BATTERIES	11.97	196399	9817
60	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TILE	163.68	196415	9819
61	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TILE SAW, ADHESIVE	97.98	196428	9819
62	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FLOAT, SCREWS, TILE CUTTER, LUMBER	73.57	196432	9819
63	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	MORTER MIX, TROWEL, SPACERS	10.01	196426	9819

64	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	PIPE FITTING	6.39	196423	9819
65	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FIRST AID CABNET SUPPLIES	151.20	196413	9819
66	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	WELDING LEAD	73.88	196425	9819
67	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniform pants for new hire	119.97	196181	9769
68	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Training/Janitorial/Kitchen Supplies	270.94	197095	9913
Grand Total					\$9,463.73		

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Unusual Demands Report be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Revenue

Wes Stoudenmire	175.00
Tanjawania Harris	175.00
Desk Audits	
Hoover, AL – May 19, 2017	

Tax Collector Bessemer

Grover Dunn	2,198.81
Elizabeth Boles	2,522.61
Association of Alabama Tax Administrators Summer Conference	
Orange Beach, AL – June 11-15, 2017	

INDIVIDUAL STAFF DEVELOPMENT

Board of Registrars

Barry Stephenson	322.98
Registrar Association Continuing Education	
Montgomery, AL – June 1-2, 2017	

Commissioner, District 5

David Carrington	195.00
ACCMA Summer Conference	
Orange Beach, AL – June 6-9, 2017	

Community and Economic Development

Connie Grant	219.66
GFOA Training Program	
Tuscaloosa, AL – May 18, 2017	

Environmental Services

Ronald Stephens	2,942.10
ESRI Users Conference	
San Diego, CA – July 9-14, 2017	

Revenue

Eddie Woodis	175.00
ALTIST Course	
Hoover, AL – June 9, 2017	

Edgar Woodis	1,397.21
Tax Audit	
Memphis, TN – May 21-26, 2017	

Tax Collector Birmingham

Teresa Brakefield	2,378.57
Association of Alabama Tax Administrators Conference	
Orange Beach, AL – June 11-15, 2017	

FOR INFORMATION ONLY

Personnel Board

Jim Greene 160.50
Career Fair
Troy, AL – April 18-19, 2017

Jim Greene 204.70
Career Fair
Dahlonega Square, GA – March 22-23, 2017

Sheriff

Mark Bassett 380.50
Lisa Bartels 380.50
Steven Cotton 380.50
Dylan Misso 380.50
Niko Vasilakis 380.50
William Powell 380.50
Traffic Accident Reconstruction
Forsyth, GA – May 21-26, 2017

Lynneice Allums 325.00
James Posey 325.00
Leadership Skills
Birmingham, AL – April 4-6, 2017

Tyler Burt 980.50
Motorcycle Crash Investigation
Forsyth, GA – May 14-19, 2017

Angela Clayton 150.00
Chaplain Stress
Columbiana, AL – April 24-25, 2017

Michael Theros 325.00
Homicide Investigation
Birmingham, AL – June 20-22, 2017

Mike House 325.00
Administrative and Mid-Level Supervision
Birmingham, AL – August 8-10, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Staff Development be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-301

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 04/07/17 – 04/13/17, and 04/14/17 – 04/20/17, BE AND HEREBY ARE APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Encumbrance Report(s) be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-302

PURCHASING DIVISION AGENDA REPORT
For Week of 04/07/17 – 04/13/17
Committee Meeting MAY 2, 2017
For Commission Approval
MAY 4, 2017

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

PREPARED APRIL 14, 2017

1. RECOMMENDED FOR GENERAL SERVICES FROM BIRMINGHAM RESTAURANT SUPPLY, INC., BIRMINGHAM, AL, TO AWARD BID FOR COOLER / FREEZER PURCHASE AND INSTALLATION FOR THE PERIOD OF 05/04/2017 – 05/03/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

2. REFERENCE BID #38 – 17
REFERENCE MUNIS BID # 17025

3. RECOMMENDED FOR GENERAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM WITTICHEN SUPPLY CO., INC., BIRMINGHAM, AL, TO AWARD BID FOR HVAC PARTS & SUPPLIES FOR THE PERIOD OF 06/12/2017 – 06/11/2020. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #74 – 17
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR HUMAN – COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT FROM ACCELERATED RISK MANAGEMENT, BIRMINGHAM, AL, TO RENEW BID FOR LEAD-BASED PAINT DETECTION SERVICES FOR THE PERIOD OF 06/23/2017 – 06/22/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FIRST RENEWAL.

REFERENCE BID #67 – 16
REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT
For Week of 04/14/17 – 04/20/17
Committee Meeting MAY 2, 2017
For Commission Approval
MAY 4, 2017

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

PREPARED APRIL 21, 2017

1. RECOMMENDED FOR HUMAN-COMMUNITY SERVICES & ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION CO. INC, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 05/04/2017 – 05/03/2018.

REFERENCE BID #79 – 17
REFERENCE MUNIS BID # N/A AMOUNT \$17, 120.00

2. RECOMMENDED FOR HUMAN-COMMUNITY SERVICES & ECONOMIC DEVELOPMENT FROM UNCH, INC., BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 05/04/2017 – 05/03/2018.

REFERENCE BID #79 – 17
REFERENCE MUNIS BID # N/A AMOUNT \$201, 772.00

3. RECOMMENDED FOR HUMAN-COMMUNITY SERVICES & ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION, LLC, REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION SERVICES FOR THE PERIOD OF 05/04/2017 – 05/03/2018.

REFERENCE BID #79 – 17
REFERENCE MUNIS BID # N/A AMOUNT \$12, 975.00

4. RECOMMENDED FOR YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM REGIONAL PRODUCE, BIRMINGHAM AL, TO AWARD BID FOR PRODUCE, FRESH FOR THE PERIOD OF 05/23/2017 – 05/22/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #77 – 17

REFERENCE MUNIS BID # N/A

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Purchasing Agenda Report(s) be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-303

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Position Changes and/or Revenue Changes upon the recommendation of the Budget Management Office be approved.

Commission Support	\$50,000.00
Add funds to increase the funding to TASC	
Additional Funds Required.	

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-304

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of James Proctor in the amount of Nine Thousand Two Hundred Twelve and no/100 (\$9,212.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to James Proctor in the amount of \$9,212.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of William James Kraft in the amount of Three Thousand Five Hundred and no/100 (\$3,500.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to William James Kraft in the amount of \$3,500.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-306

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Jacob Batson in the amount of Twenty Three Thousand Eight Hundred Sixty Four and 84/100 (\$23,864.84) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby

directed to issue a check made payable to Jacob Batson in the amount of \$23,864.84 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-307

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of the University of Alabama at Birmingham (UAB) in the amount of Three Thousand Seven Hundred Seventy Two and 56/100 (\$3,772.56) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to UAB in the amount of \$3,772.56 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-308

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for Assistant County Attorney Allison Nichols Gault be increased to \$90,614.16 effective May 4, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-309

Be it resolved by the Jefferson County Commission the Mr. Chris Willis is appointed to serve on the Jefferson County Department of Human Resources Board for a term expiring April 30, 2021.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-310

WHEREAS, the County Manager and the County Receiver appointed Zhaleh M. McCullers to be interim Director of a County Department to be known as Development Services; and

WHEREAS, the purpose of this appointment was to determine the feasibility of combining the Land Planning, Storm Water, and Inspection Services Departments into said Development Services Department; and

WHEREAS, Ms. McCullers was charged with setting up a one-stop permitting process, selecting permitting software, and creating an organizational structure for the new Department; and

WHEREAS, Ms. McCullers was charged with submitting a Final Report on the feasibility of said merger with the

Manager, Receiver, and County Commission by March 30, 2017; and

WHEREAS, said report has been submitted with the following Recommendation:

That the Departments formally be combined into one Development Services Department and that the proposed Organization Chart for the Department be approved as presented (please see the proposed Development Services Organizational chart on page 37 and; to transfer all current staff of the three departments to be the permanent staff of Development Services Department and; to transition from the existing structure of three departments into a new organizational structure for Development Services, as proposed and; to retain all existing staff positions of all three departments until such time certain those positions that have been proposed to be deleted in proposed organizational chart of Development Services can be deleted through attrition.

Further that the County acquire Accela software and implement the proposed enterprise permitting system to: Fully integrate the activities of the Department; to link other departments in the permitting process; and to significantly upgrade and improve the experiences of the public and the development community in developing Jefferson County.

Further that the County move forward with the physical improvements necessary to combine the departments so that they may operate out of one space. This will improve the public experience by providing an adequate service area that has sufficient space for the public to work with staff in a comfortable environment and will also allow the most efficient use of the staff members; and

WHEREAS, the Jefferson County Commission concurs with the recommendations of Ms. McCullers for the merger of the Departments.

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

- 1 The County Manager is directed to implement said merger into one Development Services Department as recommended above; and
- 2 That the new Department shall prepare a budget for the combined functions of the Department for the 2017-2018 fiscal year; and
- 3 The County Manager is directed to work with the new Department, the Human Resources Department and the Personnel Board of Jefferson County to implement staffing changes as necessary for the proper functioning of the new Department; and,
- 4 That the Interim Director or Director of the Development Services Department be appointed into the vacant Deputy County Manager- Infrastructure seat on the Planning and Zoning Commission until such time as Deputy County Manager position is permanently filled; and,
- 5 That the County Manager move forward on the implementation of an enterprise permitting software system to serve multiple Departments in the County and to improve public access to permitting information and on-line permitting.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-311

WHEREAS, on November 6, 2012, the Jefferson County Commission passed a series of resolutions and ordinances in regards to operations and rates of the Jefferson County sanitary sewer system; and

WHEREAS, one of the items included was titled "JEFFERSON COUNTY SEWER USE ADMINISTRATIVE ORDINANCE"; and

WHEREAS, this ordinance is located in Minute Book 164, pages 55-73; and

WHEREAS, the Jefferson County Commission desires to amend Section L of "ARTICLE VII- BUILDINGS, SEWERS AND CONNECTIONS", located on page 69;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission, that Section L of "JEFFERSON COUNTY SEWER USE ADMINISTRATIVE ORDINANCE, ARTICLE VII-BUILDINGS, SEWERS AND CONNECTIONS", be amended to read as follows:

L. Alternate Waste Systems Conversion Prohibition

All users connected to the System shall not disconnect from the System for the purposes of connection to an alternate waste treatment system. The System shall be deemed the primary source of waste disposal.

ADOPTED: May 4, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-312

STATE OF ALABAMA)
JEFFERSON COUNTY)

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Hold Harmless and Indemnification Agreement between Jefferson County and The Lakeshore Foundation, for the privatization of an existing Jefferson County sewer main located on The Lakeshore Foundation property. There is no cost to the County associated with said agreement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-313

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

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with the City of Warrior, for the construction of a sewer service line in the right-of-way of U.S. Highway 31 in the City of Warrior, at no cost to the county.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-314

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS the Jefferson County Commission anticipates issuing its Limited Obligation Refunding Warrants, Series 2017 (the "2017 Warrants") for the purpose of refunding the County's outstanding Limited Obligation School Warrants, Series 2004-A, and its outstanding Limited Obligation School Warrants, Series 2005-A; and

WHEREAS, on April 17, 2017, the Commission distributed a Request for Proposals for Underwriting Services to ten of the largest investment banking firms in the nation; and

WHEREAS, the Commission has received proposals from seven of the firms to which the County sent the Request for Proposals; the County has also received an unsolicited response from an additional firm that desires to participate in the sale of the 2017 Warrants; and

WHEREAS, counsel to the County, Public Resources Advisory Group, the County's financial advisor, and Terminus Municipal Advisors, LLC, hereinafter designated as co-financial advisor to the County, have reviewed each of the responses received and have provided summaries of their review to the County;

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

1. Raymond James and Stifel, Nicolaus & Company are hereby selected as the senior managing underwriters for the proposed 2017 Warrants. The terms of their engagements shall be set out in a Warrant Purchase Agreement or other similar agreement to be approved by the Commission prior to the issuance of the 2017 Warrants.
2. Public Resources Advisory Group is hereby confirmed as financial advisor to the County, and Terminus Municipal Advisors, LLC is hereby appointed as co-financial advisor to the County, for the issuance of the proposed 2017 Warrants. The terms of their respective engagements shall be set out in an engagement or similar agreement to be approved by the Commission at a subsequent meeting. The law firm of Waldrep Stewart & Kendrick LLC, Birmingham, Alabama is hereby designated as disclosure counsel to the County in connection with the issuance of the 2017 Warrants. The terms of their engagement shall be set out in an engagement letter to be approved by the Commission at a subsequent meeting. Balch & Bingham LLP, is confirmed as bond counsel to the County for the issuance of the 2017 Warrants.
3. The Request for Proposals for Underwriting Services prohibited potential underwriters of the 2017 Warrants from having contact with any member of the Commission or a Commissioner's staff until the senior underwriter was chosen. As the underwriting team to be led by Raymond James and Stifel, Nicolaus & Company has not yet been finalized, the Commission hereby extends the prohibition against contacts by underwriters (or their representatives) with any member of the Commission or a Commissioner's staff for a period of twenty-one (21) days from the date of adoption of this Resolution, provided this restriction shall not apply to Raymond James and Stifel, Nicolaus & Company.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Amendment to the agreement between Jefferson County, Alabama d/b/a Cooper

Green Mercy Health Services and Frederick Ernst, MD for the purpose of providing medical services to patients of the outpatient clinics in the amount not to exceed \$83,200.00 annually.

STATE OF ALABAMA)
JEFFERSON COUNTY)

Contract ID: CON-00008645
Frederick Ernst, MD

AMENDMENT TO CONTRACT

This is Amendment 1 to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Frederick Ernst, 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 Internal Medicine Physician 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 August 11, 2016, and recorded in Minute Book 170; Page(s) 153, is hereby amended as follows:

- Extend the completed date of this contract from July 31, 2017 to July 31, 2018.
- Compensation shall not exceed the annual contract amount of \$83,200.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens Commission President

Internal Medicine Physician

Frederick Ernst, MD

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and the UAB Board of Trustees Mental Health – TASC to provide Mental Health Court Services for the State Court System in Jefferson County in the amount of \$1,261,000.00 of which \$1,161,000.00 will come from the Indigent Care Fund.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-317

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby

authorized to execute a Business Associate Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Innovative Health Solutions, LLC, for HIPAA Privacy and Security rules to protect the privacy of individually identifiable health information obtained.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective May 1, 2017, is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama ("Jefferson County"), and INNOVATIVE HEALTH SOLUTIONS, LLC, an Alabama Limited Liability Company (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the parties wish to engage in a pilot project whereby INNOVATIVE HEALTH SOLUTIONS, LLC will provide to Cooper Green Mercy Health Services (CGMHS) 90-day drug monitoring of a randomly selected sample of patients who are prescribed controlled narcotics as part of their medical protocol. INNOVATIVE HEALTH SOLUTIONS, LLC will work with CGMHS staff to establish a drug screening and testing protocol, to include obtaining all required patient consent, sample collection, and reference lab results. Laboratory tests may include Urine Drug Screens (UDS) and/or Pharmacogenomics (PGX) to show correlation between qualitative, quantitative, and human genetic tolerances of narcotics currently prescribed. Services are provided by INNOVATIVE HEALTH SOLUTIONS, LLC at no cost to CGMHS.

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009 and any amendments thereto ("HIPAA"), governing the privacy and security of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy & Security Rules"); and

WHEREAS, the HIPAA Privacy & Security Rules require that (INNOVATIVE HEALTH SOLUTIONS, LLC) enter into this Agreement with Jefferson County in order to protect the privacy of individually identifiable health information maintained by INNOVATIVE HEALTH SOLUTIONS, LLC ("Protected Health Information", or "PHI") and its later defined subset Electronically Protected Health Information (e-PHI); and

WHEREAS, INNOVATIVE HEALTH SOLUTIONS, LLC and its employees, affiliates, subcontractors, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Jefferson County pursuant to either an existing or contemporaneously executed Support Agreement ("Support Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Memorandum of Understanding

1.1 Contemporaneous Agreement. No Support Agreement is being executed with this Business Associate Agreement. If a Support Agreement is executed with respect to this agreement at a later date, it shall be noted as an amendment to this agreement and any reference hereinafter made to a Support Agreement will be applicable only if such amendment exists.

1.2 Use and Disclosure of PHI to Provide Services. INNOVATIVE HEALTH SOLUTIONS, LLC will not use or further disclose PHI (as such term is defined in the HIPAA Privacy & Security Rules) other than as permitted or required by the terms of the Support Agreement or as required by law. Except as otherwise provided in this

document, INNOVATIVE HEALTH SOLUTIONS, LLC may make any and all uses of PHI necessary to perform its obligations under the Support Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional INNOVATIVE HEALTH SOLUTIONS, INC. Activities. Except as otherwise provided in this Agreement, INNOVATIVE HEALTH SOLUTIONS, LLC may also:

2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of INNOVATIVE HEALTH SOLUTIONS, LLC, provided that such uses are permitted under state and federal confidentiality laws.

2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of INNOVATIVE HEALTH SOLUTIONS, LLC. INNOVATIVE HEALTH SOLUTIONS, LLC represents to Jefferson County that: (i) any disclosure it makes will be permitted under applicable laws, and (ii) INNOVATIVE HEALTH SOLUTIONS, LLC will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy & Security Rules and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify Jefferson County of any instances of which it is aware in which the confidentiality of the PHI has been breached.

23 Bring together INNOVATIVE HEALTH SOLUTIONS, LLC PHI in Jefferson County's possession with the PHI of other covered entities that Jefferson County has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide INNOVATIVE HEALTH SOLUTIONS, LLC with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy & Security Rules. Jefferson County will not disclose the PHI obtained from INNOVATIVE HEALTH SOLUTIONS, LLC to another covered entity without written authorization from INNOVATIVE HEALTH SOLUTIONS, LLC.

2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that INNOVATIVE HEALTH SOLUTIONS, LLC maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Jefferson County Covenants. Jefferson County agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Support Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the HIPAA Privacy & Security Rules, and applicable state law, each as amended from time to time;

33 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to INNOVATIVE HEALTH SOLUTIONS, LLC any use or disclosure of the PHI not permitted by this Agreement within five days of Jefferson County becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information or Protected Health Information accessed, stored, maintained, received from, or created by INNOVATIVE HEALTH SOLUTIONS, LLC on behalf of Jefferson County, agrees to the same restrictions and conditions that apply through this Agreement to INNOVATIVE HEALTH SOLUTIONS, LLC with respect to such information;

3.6 Within ten (10) days of a request by INNOVATIVE HEALTH SOLUTIONS, LLC, report to INNOVATIVE HEALTH SOLUTIONS, LLC all disclosures of PHI to a third-party for a purpose other than treatment, healthcare operations or payment, as such terms are defined in the HIPAA Privacy and Security Rules. The report to INNOVATIVE HEALTH SOLUTIONS, LLC shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and

(iii) The purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from INNOVATIVE HEALTH SOLUTIONS, LLC;

3.8 Implement administrative, physical and technical safeguards that reasonably and appropriately protect

the confidentiality, integrity, and availability of the Electronic Protected Health Information that it accesses, stores, creates, maintains receives or transmits on behalf of INNOVATIVE HEALTH SOLUTIONS, LLC. Electronic Protected Health Information shall have the same meaning as the term defined in 45 C.F.R. § 160.103.

3.9 Provide the rights of access, amendment and accounting as set forth in Sections 5 and 6.

4. INNOVATIVE HEALTH SOLUTIONS, LLC Covenants. INNOVATIVE HEALTH SOLUTIONS, LLC agrees to notify Jefferson County of material limitations to the consents or authorizations that have been obtained by INNOVATIVE HEALTH SOLUTIONS, LLC from their patients and any other restrictions on the use or disclosure of PHI as agreed to by INNOVATIVE HEALTH SOLUTIONS, LLC.

5. Access to PHI. Within five (5) days of a request by Jefferson County for access to PHI about a patient contained in a Designated Record Set, as such is defined in the HIPAA Privacy and Security Rules, INNOVATIVE HEALTH SOLUTIONS, LLC shall make available to Jefferson County, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from Jefferson County, Jefferson County shall, within five (5) days, forward such request to INNOVATIVE HEALTH SOLUTIONS, LLC. Any denials of access to the PHI requested shall be the responsibility of Jefferson County.

6. Amendment of PHI. Within ten (10) days of receipt of a request from Jefferson County for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set INNOVATIVE HEALTH SOLUTIONS, LLC shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that INNOVATIVE HEALTH SOLUTIONS, LLC has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Jefferson County or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by INNOVATIVE HEALTH SOLUTIONS, LLC in a Designated Record Set.

7. Accounting for Disclosures of PHI. Within thirty (30) days of notice by INNOVATIVE HEALTH SOLUTIONS, LLC to Jefferson County that it has received a request for an accounting of disclosures of PHI regarding an individual, Jefferson County shall make available to INNOVATIVE HEALTH SOLUTIONS, LLC such information as is in Jefferson County's possession and is required for INNOVATIVE HEALTH SOLUTIONS, LLC to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Jefferson County, Jefferson County shall, within five (5) days, forward the request to INNOVATIVE HEALTH SOLUTIONS, LLC. It shall be INNOVATIVE HEALTH SOLUTIONS, LLC responsibility to prepare and deliver any such accounting requested.

8. Access to Books and Records Regarding PHI. INNOVATIVE HEALTH SOLUTIONS, LLC will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by INNOVATIVE HEALTH SOLUTIONS, LLC on behalf of Jefferson County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining INNOVATIVE HEALTH SOLUTIONS, LLC compliance with the HIPAA Privacy and Security Rules.

9. Disposition of PHI upon Termination. INNOVATIVE HEALTH SOLUTIONS, LLC will, at termination or expiration of the Support Agreement, if feasible, return or destroy all PHI received from, or created or received by INNOVATIVE HEALTH SOLUTIONS, LLC on behalf of, Jefferson County which INNOVATIVE HEALTH SOLUTIONS, LLC and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information other than as necessary to maintain INNOVATIVE HEALTH SOLUTIONS, LLC's patient records. If such return or destruction is not feasible, INNOVATIVE HEALTH SOLUTIONS, LLC will notify Jefferson County of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

(a) That it is duly organized, validly existing, and in good standing under the laws of the State of Alabama and any other State in which it is licensed; it has the full power to enter into this Agreement and to perform its

obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(c) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term. Unless otherwise terminated as provided in Section 12, this Agreement shall become effective as dated and shall have a term that shall run concurrently with that of the Support Agreement.

12. Termination.

12.1 Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Support Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2 Termination by Jefferson County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Jefferson County may immediately terminate this Agreement, the Support Agreement and any related agreements if Jefferson County makes the determination that INNOVATIVE HEALTH SOLUTIONS, LLC has breached a material term of this Agreement. Alternatively, and at the sole discretion of Jefferson County, Jefferson County may choose to provide INNOVATIVE HEALTH SOLUTIONS, LLC with written notice of the existence of the breach and provide INNOVATIVE HEALTH SOLUTIONS, LLC thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, INNOVATIVE HEALTH SOLUTIONS, LLC shall cure said breach to the satisfaction of Jefferson County within an additional fifteen (15) days. Failure by INNOVATIVE HEALTH SOLUTIONS, LLC to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by Jefferson County. If termination is not feasible, Jefferson County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by INNOVATIVE HEALTH SOLUTIONS, INC. If INNOVATIVE HEALTH SOLUTIONS, LLC determines that Jefferson County has breached a material term of this Agreement, then INNOVATIVE HEALTH SOLUTIONS, LLC shall provide Jefferson County with written notice of the existence of the breach and shall provide Jefferson County thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Jefferson County shall cure said breach to the satisfaction of INNOVATIVE HEALTH SOLUTIONS, LLC within an additional fifteen (15) days. Failure by Jefferson County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by INNOVATIVE HEALTH SOLUTIONS, LLC.

13. Effect of Termination. Upon termination pursuant to Section 12, INNOVATIVE HEALTH SOLUTIONS, LLC agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so, other than PHI necessary for the maintenance of INNOVATIVE HEALTH SOLUTIONS, LLC's patient records. Prior to doing so, INNOVATIVE HEALTH SOLUTIONS, LLC further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for INNOVATIVE HEALTH SOLUTIONS, LLC to return or destroy all PHI, INNOVATIVE HEALTH SOLUTIONS, LLC will notify Jefferson County in writing. Such notification shall include: (i) a statement that INNOVATIVE HEALTH SOLUTIONS, LLC has determined that it is infeasible to return or destroy the PHI in its possession (ii) the specific reasons for such determination. INNOVATIVE HEALTH SOLUTIONS, LLC further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to INNOVATIVE HEALTH SOLUTIONS, LLC's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible. If it is not feasible for INNOVATIVE HEALTH SOLUTIONS, LLC to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, INNOVATIVE HEALTH SOLUTIONS, LLC must provide a written explanation to Jefferson County and require the subcontractors

and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible.

14. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.

15. Amendments/Waiver. This Agreement may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. Amendments to the Privacy and Security Rules. Upon the effective date of any amendment to the regulations promulgated by the United States Department of Health and Human Services with respect to protected health information and electronic health information, this Agreement shall automatically amend such that the obligations imposed on Jefferson County as a Business Associate remain in compliance with such regulations.

17. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

INNOVATIVE HEALTH SOLUTIONS, LLC:

INNOVATIVE HEALTH SOLUTIONS, LLC
104 West Market Street
Athens, AL 35611

Jefferson County:
County Manager
Jefferson County Courthouse
716 Richard Arrington Boulevard North, Suite 251
Birmingham, AL 35203

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the 27th day of February, 2017.

INNOVATIVE HEALTH SOLUTIONS, LLC
Jeffrey Dance

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-318

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby

authorized to execute a Location Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services to allow for one day filming located at a vacant area at Cooper Green in the amount of \$1,500.00.

LOCATION AGREEMENT

Jefferson County Commission ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this Agreement (the "Property"). Owner hereby grants permission to Angel Cake Truth, LLC and its employees, agents, contractors and suppliers (collectively "Producer") to enter upon and use of two non-occupied floors (7th and 4th floors) of the Property located at: 1515 61h Avenue South, Birmingham, Alabama on 5/3/17 through 5/3/17 (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the motion picture tentatively entitle "Truth" (the "Picture") and for any additional uses as described below. Producer will have the right to use the Property for additional filming for the above referenced production as may be necessary upon receipt of approval in writing by the Owner.

In full consideration for all the rights granted to Producer under this contract. Owner will be paid \$500.00 per day for each prep/strike day and \$1,500.00 per day for each shoot day on the Property (collectedly "Fee"). In addition to the Fee, and at least two (2) days prior to the date Producer takes possession of the Property, Producer shall issue to Owner a security deposit in the amount of \$1,000.00 made payable to Jefferson County Commission ("Security Deposit"). The Security Deposit will be deposited, held in trust and returned to Producer within five (5) days of the date that Producer vacates the Property unless Owner, in accordance with the procedure set forth below, has notified Producer of any property damage or injuries for which Owner claims Producer is responsible. Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs not specifically identifiable to the "Owner" or Jefferson County, Alabama and/or Cooper Green Mercy Health Services in the photographs, film and recordings. The lease of the property is Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer; its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property. If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Failure to timely notify Producer of any damages or injuries shall be deemed a waiver of any claims in connection therewith. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged. In the event that Producer's use of the property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather related delays) (each, a "Force Majeure Event"), Producer shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all structures, furnishings, fixtures, , works of art and other objects not specifically identifiable to Owner, Jefferson County, Alabama and/or Cooper Green Mercy Health Services located in or around the Property, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe

in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer including without limitation, the right to use and reuse (and authorize others or allow Producer to use and exploit) all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action (nor shall Owner, tenant or any other party bring/assert any claim) against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this Agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, nor shall Owner have the right to rescind or terminate any of Producer's rights in and to any photographs, film or recordings made on or of the Property. Producer has no obligation to include the Property in the Picture or in any other production.

Owner represents and warrants that Owner has the right to enter into this Agreement and to grant Producer all rights provided by this Agreement. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this Agreement and to grant Producer all rights provided hereunder. Except in connection with the public approval of this Agreement or as otherwise required by law, Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Picture or in any of Producer's productions; provided, however, that after the release of the Picture, Owner may my incidental, non-derogatory mention of Producer's use of the Property in connection with the Picture. This Agreement, its validity, construction and effect shall be governed by and interpreted pursuant to the laws of the State of Alabama applicable to agreements executed and fully performed within Alabama, and the parties hereunder hereby consent to the exclusive jurisdiction of both federal and state courts located in Alabama.

Owner agrees that Producer may license, assign and otherwise transfer any or all of Producer's rights in and to any photographs, film or recordings made on or of the Property to any person or entity.

Producer shall have the right to cancel this Agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this Agreement, neither Producer nor Owner shall have any obligations whatsoever under this Agreement. This is the entire Agreement and expresses the entire understanding between the parties with respect to the subject matter hereof and such Agreement may not be modified, changed, or terminated except in writing. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or Agreement. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or any provisions thereof. This Agreement may be executed by original, facsimile or electronic signature. Any signed copy of this Agreement delivered by facsimile or electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

Accepted and Agreed:
Angel Cake Truth, LLC

James A. Stephens
President, Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-319

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Birmingham Armored Incorporated to provide Armored Car Transportation Services on a daily and designated time schedule for various locations throughout Jefferson County. Costs indicated in Exhibit "A", on file in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-320

WHEREAS, the Jefferson County Commission approved a resolution on February 19, 2015 in Minute Book 167, Pages 523-524, authorizing an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the Adger Storm Shelter; and

WHEREAS, the Agreement was previously amended on September 10, 2015 in Minute Book 168, Pages 487-488, and amended August 11, 2016, in Minute Book 170, Page 156; is hereby amended as follows:

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this amendment #3 to extend the contract time to November 1, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

Adopted: May 4, 2017

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #3

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Human-Community Services & Economic Development, hereinafter called "the County", and Sentell Engineering Inc., hereinafter called "the Contractor" to provide engineering services for the Adger Storm Shelter project. The effective date of this agreement shall be February 19, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on February 19, 2015, in Minute Book 167, Pages 523-524, amended September 10, 2015, in Minute Book 168, Pages 487-488, and amended August 11, 2016, in Minute Book 170, Page 156; is hereby amended as follows:

The purpose of this Amendment #3 is to extend the contract time to November 1, 2017. There is no cost associated with this modification. This project will be paid for with Federal Community Development Block Grant Disaster Recovery funds (B-13- US-01-0001).

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

JEFFERSON COUNTY, AL
James A. Stephens, President Jefferson County Commission

Consultant
Gilbert L. Sentell, President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-321

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Revocable License between Jefferson County, Alabama and the North Smithfield Manor Green Leaf Civic League. There is \$1,000,000.00 in federal CDBG-DR funds allocated to this project. This project is from the 2012 Program Year.

ADOPTED: May 4, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-322

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President , be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Southeastern Sealcoating, Inc., for Change Order #1 and Amendment #1 for the Trafford Road Improvements Project (CD14-03K-M-TRI). The purpose of Change Order #1 and Amendment #1 is to change the scope for additional work to the contract. The additional work included the undercutting and repairing of additional asphalt roadway areas where destruction has occurred since project was bid. The cost associated with additional work shall be \$9,167.00. The new contract amount shall be \$128,058.00. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2014 program year.

Adopted: May 4, 2017.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Human-Community Services & Economic Development, hereinafter called "the County", and Southeastern Sealcoating Inc., hereinafter called "the Contractor" for grant allocation PY14. The effective date of this agreement shall be September 8, 2016.

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 8, 2016, in Minute Book 170, Pages 185-186, is hereby amended as follows: The purpose of this Modification is to change the scope for additional work to the contract between Jefferson County Commission and Southeastern Sealcoating Inc., for the Trafford Road Improvements Project (CD14-03K-M-TRI). The additional work included the undercutting and repairing of additional asphalt roadway areas where destruction has occurred since project was bid. The cost associated with additional work shall be \$9,167.00. The new contract amount shall be \$128,058.00.

All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2014 program year.

JEFFERSON COUNTY, AL
James A. Stephens, President Jefferson County Commission

Contractor
Brandon Streety

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-323

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

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

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

WHEREAS, it is necessary to amend the Public Facility Project in order to request Round Three (3) funding for allocation to the Hueytown Storm Shelter and the McAdory Storm Shelter #2 Public Facility activities, plus a request for Round Three (3) funding for allocation to the Administration activity.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Human-Community Services & Economic Development is authorized and hereby directed to amend the 2013 CDBG-DR; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to sign the application and certifications to allow the Office of Human- Community Services to submit to the U.S. Department of Housing and Urban Development Amendment #3 to the 2013 CDBG-DR One-Year Action Plan (B-13-US-01-0001).

ADOPTED: My 4, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-324

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

a) TekLinks \$11,386.32

Approved by the Jefferson County Commission the 4th day of May, 2017.

Minute Book: 171
Page(s): 132
Attest:
Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-325

WHEREAS, the United Way of Central Alabama, d/b/a as Community Partnership of Alabama Inc. became the State-designated Area Agency on Aging on October 1st, 2016; and

WHEREAS, the Jefferson County Commission appropriated an amount not to exceed \$500,000 in a contract signed on February 9, 2017; and

WHEREAS, this agreement was intended to span the entirety of Fiscal Year 2016-17;

NOW THEREFORE BE IT RESOLVED that the effective date of this agreement shall explicitly be October 1, 2016.

ADOPTED: May 4, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Delta Locum Tenens, LLC to render healthcare physicians for temporary assignments in the amount of \$120,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a License Agreement between Jefferson County, Alabama and Beazer East, Inc., and its agents to use Two County owned parcels as staging areas and access points to Opossum Creek and Valley Creeks and to perform environmental cleanup from the creek beds and banks.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO LICENSE AGREEMENT

This is an Amendment to the license agreement by and between Jefferson County, Alabama (hereinafter called "the Licensor") and Beazer East, Inc. (the "Licensee") to support an Environmental Clean-Up of Valley Creek and Opossum Creek.

WITNESSETH:

WHEREAS, the Licensor desires to amend the contract; and WHEREAS, the Licensee wishes to amend the contract.

NOW THEREFORE, in consideration of the above, the agreement between the parties which was approved by the Jefferson County Commission on February 23, 2017, at M.B. 170, Pg. 626, is hereby amended as follows:

- 1.) Agreement will allow areas previously cleared for use as future staging and access areas to be used as staging and access areas for an Environmental Cleanup of Valley Creek and Opossum Creek.
- 2.) The term of the agreement is extended through June 30, 2018.
- 3.) Paragraph 4 is amended to read:

"Licensee shall not construct, place or allow the construction of any temporary structures upon the Premises that interferes with Licensor ' s right to reenter the Premises for maintenance or construction of sanitary sewer facilities on subject Premises or in the adjoining Right-of-Way of Valley Creek and Opossum Creek or construct, place or allow any permanent construction upon the Premises except as expressly approved by Licensor. Licensee must not impede the Licensor's ability to maintain or operate sanitary sewer facilities located on subject Premises, in the adjoining Right-of-Way of Valley Creek and Opossum Creek and within the project "Work Limits". Jefferson County Environmental Services Department shall have the right, at any time during the term of this Agreement, to limit the access of the "Licensee Parties" from any portion of the Premises or from any Jefferson County maintained sanitary sewer lying within the designated "Work Limits". Licensee

shall provide 48 hours' notice to Licensor prior to performing work on the Premises, in the adjoining Right-of-Way of Valley Creek and Opossum Creek and within any property containing a Jefferson County maintained sanitary sewer.

Contact Information for Jefferson County Environmental Services: 205-325-5127 or 205-521-7525"

4.) Paragraph 8 is amended to read:

"Licensee accepts all responsibility for any and all damages to sanitary sewer facilities which may arise on account of the exercise by the Licensee of the rights herein granted. Extreme caution must be exercised so as to not damage said sanitary sewer facilities. If any damage is done to said sanitary sewer facilities during the exercise by the Licensee of the rights herein granted, it will be the responsibility of Licensee to provide and pay all costs for a Jefferson County Environmental Services Department pre-qualified contractor to immediately perform any and all necessary repair(s) and/or replacement of said sanitary sewer facilities including bypass pumping and ancillary cost, at the Licensor's direction. Furthermore, in the event of any damage to said sanitary sewer facilities, Licensee must provide a performance bond sufficient in amount to pay for the repair(s) and/or replacement of said sanitary sewer facilities".

5.) Paragraph 9 is amended to read:

"Licensee is responsible for any costs of the cleanup of any sewage spill(s) that may occur as a result of damage to said sanitary sewer facilities caused by the exercise by the Licensee of the rights herein granted as well as be responsible for any fines or stipulated penalties assessed by the Alabama Department of Environmental Management or the U.S. Environmental Protection Agency that are related to said spill(s). Licensee shall be solely, completely, and permanently responsible for any necessary cleanup or remediation of any material, hazardous or otherwise, that it or Licensee Parties release in, on, or about the subject property."

6.) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the premises, and the Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut, or removed hereunder.

All other terms and conditions of the original license agreement are to remain the same.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

Licensee
Lance Ketcham

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-328

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of a Sanitary Sewer Easement to the Lakeshore Foundation located in the City of Homewood. This easement was donated to Jefferson County. The majority of the sewer line within the easement has been removed and relocated by the property owner. The remainder will be used as lateral service lines and will be the responsibility of the property owner to maintain.

STATE OF ALABAMA
JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. A200 Courthouse
716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of
-----One and no/ 100----- DOLLARS (\$ 1.00)

in hand paid by Lakeshore Foundation, the receipt whereof is acknowledged , Jefferson County, Alabama, does
remise, release, quit claim and convey to the said, Lakeshore Foundation, all its right, title, interest, and claim
in or to the following described real estate, to wit:

A portion of the 20 foot wide Sanitary Sewer Easement conveyed to Jefferson County, Alabama by that certain
deed recorded in Instrument 200008/5429 in the Probate Office of Jefferson County, Alabama. Said Sanitary
Sewer Easement being situated in Section 18, Township 18 South, Range 2 West, Jefferson County, Alabama
and being more particularly described as follows:

Commence at the Northwest Corner of the SW ¼ of the NE ¼ of Section 18, Township 18 South, Range 2 West
and run in a southerly direction along the East Line (deed) - West Line (actual) thereof a distance of 575.00 feet
to a point; thence 55°02'22" to the right in a southwesterly direction a distance of 304.20 feet to a point; thence
3°38'42" to the left in a southwesterly direction a distance of 280.00 feet to a point; thence 6°43'15" to the left
in a southwesterly direction a distance of 200.00 feet to a point; thence 12°47'45" to the left in a southwesterly
direction a distance of 338.10 feet to a point; thence 21°12'30" to the right in a southwesterly direction a
distance of 131.00 feet to a point; thence 64°59'58" to the left in a southeasterly direction a distance of 175.00
feet to a point; thence 24°16'00" to the left in a southeasterly direction a distance of 165.00 feet to a point;
thence 16°15'22" to the right in a southeasterly direction a distance of 125.00 feet to a point; thence 18°46'28"
to the left in a southeasterly direction a distance of 199.30 feet to a point; thence 52°51'37" to the left in an
easterly direction a distance of 159.29 feet to a point; thence turn 92°43'05" to the left in a northerly direction
a distance of 127.53 feet to an Existing Sanitary Sewer Manhole; thence 115°07'33" to the right in a
southeasterly direction a distance of 73.04 feet to an Existing Sanitary Sewer Manhole; thence 28°40'59" to the
right in a southeasterly direction a distance of 91.89 feet to an Existing Sanitary Sewer Manhole; thence 67°26'
04" to the left in a northeasterly direction a distance of 122.97 feet to an Existing Sanitary Sewer Manhole; thence
28°11'47" to the left in a northeasterly direction a distance of 100.17 feet to an Existing Sanitary Sewer Manhole;
thence 0°14'56" to the left in a northeasterly direction a distance of 81.60 feet to an Existing Sanitary Sewer
Manhole; thence 15°43'50" to the right in a northeasterly direction a distance of 216.05 feet to an Existing
Sanitary Sewer Manhole; thence 30°00'24" to the right in an easterly direction a distance of 40 feet to the Point
of Beginning of 20 foot wide Sanitary Sewer Easement lying 10 feet each side of the following described line;
thence continue easterly along the last described course a distance of 58.72 feet to a point; thence 90°56'28"
to the left in a northerly direction a distance of 75.46 feet to a point; thence 67°04'17" to the right in a
northeasterly direction a distance of 122.02 feet to a point; thence 06°32' 21" to the right in a northeasterly
direction a distance of 213.09 feet to the end of this Sanitary Sewer Easement.

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

Less and except any portion lying within the Sanitary Sewer Right of Way conveyed to Jefferson County, Alabama
by that certain deed recorded in Instrument No. 2016084135 in the Probate Office of Jefferson County,
Alabama.

Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said Lakeshore Foundation, heirs and assigns forever.

Given under my hand and seal, this 4th day of May, 2017

JEFFERSON COUNTY, ALABAMA

Attest:

Millie Diliberto
Minute Clerk

James A Stephens, President-
Jefferson County Commission

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A. Stephens, whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 4th day of May, 2017.

Mildred G. Diliberto
Notary Public
My Commission expires: August 31, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-329

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Ross Bridge Village Center Sanitary Sewer Easement to SB Development Corporation. This easement was donated for a private development. The sewer within the easement was constructed by the developer but it was never accepted by the Environmental Services Department for Maintenance. The sewer line is considered to be a service line and the maintenance responsibility of the property owner.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A. Stephens whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such

officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 4th day of May, 2017.

My commission expires August 31, 2019

Mildred G. Diliberto
Notary Public

Original documents are on file in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Maxx Clean Carwash - Lakehouse Apartments Sanitary Sewer Easements to First US Bank. The easements were donated for sewers to serve a private commercial development. Neither the original purpose of the development nor the sewers were ever constructed.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A. Stephens whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 4th day of May, 2017.

My commission expires August 31, 2019

Mildred G. Diliberto
Notary Public

Original documents are on file in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of

Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Maxx Clean Carwash - Lakehouse Apartments Sanitary Sewer Easements to Maxx Clean I, L.L.C. The easements were donated for sewers to serve a private commercial development. Neither the original purpose of the development nor the sewers were ever constructed.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A. Stephens whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 4th day of May, 2017.

My commission expires August 31, 2019

Mildred G. Diliberto
Notary Public

Original document are on file in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-332

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Farmer Davis Land Holdings, LLC for the purpose of surety deposit for Cheshire Parc Phase II improvement project that meet the Jefferson County Subdivision Regulations in the amount of \$19,000.00.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Farmer Davis Land Holdings, LLC
Developer
Cheshire Parc - Phase II
Project
500LF Roadway-Cheshire Cove Circle, 24 Lots
Improvements
January 1, 2018
Completion Date
\$19,000.00
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above

("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Farmer Davis Land Holdings, LLC 120 Bishop Circle
Pelham, AL 35124

Fax: (205) 444-2299

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

Farmer Davis Land Holdings, LLC Developer
Tony DeJohn
Development Manager

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-333

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Portrait Homes, LLC. for the purpose of surety deposit for Meadow Lake Phase 3-A & Resurvey of Lot 95, Meadow Lake, Phase 2 in the amount of \$20,000.00.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Portrait Homes, LLC
Developer
Meadow Lake Phase 3-A & Resurvey of Lot 95, Meadow Lake, Phase 2
Project
Seal
Improvements
March 15, 2018
Completion Date
\$20,000.00
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

P. O. Box 361405
Hoover, AL 35236
888-264-6676

Tax ID # 81-5281413

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

Portrait Homes 17, LLC
Robert L. Snider
Member

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

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

Recommended by: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation
Date: April 20, 2017
Purpose: Payment to SRS Enterprises, L.L.C. for
Temporary Construction Easement for County Ditch
Maintenance Project for Springdale Bridge
Replacement (not ALDOT Project)
(Site address) - 2038 Springdale Lane,
Tarrant, AL
Agent: Rick Turner
Price: \$750.00
Pay to the order of: SRS Enterprises, L.L.C.
Mailing Address: 2038 Springdale Lane
Tarrant, AL 35217
Fund: 2130 5300 514080

Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 4th day of May, 2017, recorded in Minute Book 171, Page(s) 141 - 142, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 4th day of May, 2017

Millie Diliberto
Minute Clerk
Jefferson County Commission

My Commission Expires August 31, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-335

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED;

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Cahaba River WWTP Sludge Transfer Force Main and Ferric Chloride Feed System - Tracts No. 1, 2, 3, 3A, 4, 5, 6, 7, and 9. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Cahaba River WWTP Sludge Transfer Force Main and Ferric Chloride Feed System - Tracts No. 1, 2, 3, 3A, 4, 5, 6, 7, and 9 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, there over, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Cahaba River WWTP Sludge Transfer Force Main and Ferric Chloride Feed System - Tracts No. 1, 2, 3, 3A, 4, 5, 6, 7, and 9 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose of constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 1

PC L7, LLC

Fee

C/o Phillip McAfee Blackwater Management Group, LLC
700 Montgomery Hwy, Ste. 186
Birmingham, AL 35216

Dicks Sporting Goods

Lease Holder

345 Court Street
Coraopolis, PA 15108

State Bank and Trust Company

Mortgage

3399 Peachtree Road NE, Ste. 2000
Atlanta, GA 30326

Commence at the NE corner of Section 14, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Easterly line of said section 14 a distance of 3375.72 feet; thence turn right 90°00' 00" and run Westerly a distance of 385.38 feet to an intersection with the Southeasterly boundary of an existing sanitary sewer easement and to the point of beginning of a 20 foot wide sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line: thence turn left 94°02' 04" and run Southerly a distance of 78.35 feet to the end of this easement. The outer boundaries of said easement being extended or trimmed as necessary to terminate at the edge of the existing easement.

Also a Temporary Construction Easement being more particularly described as follows: Commence at the SE corner of Section 14, Township 19 South, Range 3 West, a 3" capped pipe and run Northerly along the Easterly line of said section 14 a distance of 1803.21 feet; thence turn left 90°00' 00" and run Westerly a distance of 370.61 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn right 3°27' 40" and continue Westerly a distance of 68.58 feet; thence turn left 6°45' 22" and run Southwesterly a distance of 120.65 feet; thence turn right 91°45' 42" and run Northerly a distance of 45.86 feet; thence turn right 69°41' 44" and run Northeasterly a distance of 210.68 feet; thence turn right 114°24' 00" and run Southerly a distance of 121.54 feet, more or less to the point of beginning.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-way or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 14, Township 19 South, Range 3 West, and the Sanitary Sewer Easement contains 0.036 acres, more or less, and the Temporary Construction Easement contains 0.323 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 2

COSTCO Wholesale Corporation

Fee

999 Lake Drive
Issaquah, Washington 98027
Easement #1

Commence at the NE corner of Section 14, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Easterly line of said section 14 a distance of 3441.51 feet; thence turn right 90°00' 00" and run Westerly a distance of 24.48 feet to the point of beginning of a 20 foot wide sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line: thence continue along the last described course a distance of 84.91 feet, more or less to the Westerly property line of grantor and to the end of this easement. The outer boundaries of said easement being extended or trimmed as necessary to terminate at the

property line of the grantor.

Easement #2

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3441.48 feet; thence turn left 90°00' 00" and run Easterly a distance of 285.55 feet to the point of beginning of a variable width sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line: thence continue along the last described course a distance of 44.78 feet, more or less to the Easterly property line of grantor and to the end of this easement. The outer boundaries of said easement being extended or trimmed as necessary to terminate at the property line of the grantor.

Also a Temporary Construction Easement being more particularly described as follows: Commence at the NE corner of Section 14, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Easterly line of said section 14 a distance of 3441.51 feet; thence turn right 90°00' 00" and run Westerly a distance of 17.92 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn right 90°08' 31" and run Northerly a distance of 28.88 feet; thence turn left 90°08' 31" and run Westerly a distance of 81.35 feet, more or less to the Westerly line of grantor; thence turn left 71°41'22" to the chord of a curve to the right, having a central angle of 2°43'05" and a radius of 925.85 feet; thence run Southwesterly along the arc of said curve a distance of 43.92 feet; thence turn left 108°49' 15" from the chord of said curve and run Easterly a distance of 95.05 feet; thence turn left 89°20' 51" and run Northerly a distance of 11.97 feet, more or less to the point of beginning and to the end of this easement.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 13 & 14, Township 19 South, Range 3 West, and the Sanitary Sewer Easement contains 0.06 acres, more or less, and the Temporary Construction Easement contains 0.045 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 3

Hoover Mall Limited, LLC
PO Box 617905
Chicago, IL 60661-7905

Owner

Estate for Years "On Tap Summit, LLC"

329-B Business Circle
Pelham, AL 35124

C/o Mike Johnson, Sr. Operations Manager
General Growth Properties
Riverchase Galleria
2000 Riverchase Galleria, Suite 147-C
Birmingham, AL 35244

Management Co

Prudential Mortgage Capital Company, LLC
100 Mulberry St, GC4, 8111 Floor
Newark, NJ 07102-4069

Mortgage

Wells Fargo Bank, NA as Trustee in Trust
For the registered certificate holders
of Banc of America Commercial Mortgage, Inc.

Mortgage

C/o CW Capital Asset Management, LLC
7501 Wisconsin Ave., Ste. 500 West
Bethesda, MD 20814

Easement #1

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3441.47 feet; thence turn left 90°00'00" and run Easterly a distance of 330.33 feet to the Westerly property line of grantor and to the point of beginning of a variable width sanitary sewer easement being bound on the Westerly side by the Westerly property line of grantor and being bound on the Easterly side by a line lying 10 feet Easterly of and Southerly of and parallel to the following described line: thence continue along the last described course a distance of 10.72 feet; thence turn left 80°47' 19" and run Northeasterly a distance of 307.25 feet to the Southerly boundary of an existing easement and to the end of this easement.

TCE #1

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3093.27 feet; thence turn left 90°00' 00" and run Easterly a distance of 1966.19 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn right 33°04' 17" to the chord of a curve to the right, having a central angle of 20°12'42" and a radius of 272.68 feet; thence run along the arc of said curve a distance of 96.19 feet; thence turn right 65°50' 25" from the chord of said curve and run Southwesterly a distance of 2.26 feet; thence turn right 111°18' 50" and run Northwesterly a distance of 85.43 feet; thence turn right 26°45' 22" and continue Northwesterly a distance of 11.56 feet; thence turn right 41°55' 48" and run Northeasterly a distance of 1.77 feet to the point of beginning and to the end of this easement.

TCE #2

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3497.67 feet; thence turn left 90°00'00" and run Easterly a distance of 2184.43 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn right 38°08'07" and run Southeasterly a distance of 3.36 feet to a curve to the left, having a central angle of 42°42' 52" and a radius of 69.00 feet; thence run along the arc of said curve a distance of 51.44 feet; thence turn right 47°00'44" from the chord of said curve and run Southeasterly a distance of 18.67 feet; thence turn right 127°46' 30" to the chord of a curve to the right having a central angle of 41°04' 05" and a radius of 68.92 feet; thence run Northwesterly along the arc of said curve a distance of 49.40 feet; thence turn right 52°13' 30" from the chord of said curve and run Northwesterly a distance of 26.35 feet to the point of beginning and to the end of this easement.

TCE #3

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 4036.85 feet; thence turn left 90°00' 00" and run Easterly a distance of 2479.91 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 12°09' 07" to the chord of a curve to the left having a central angle of 5°46' 25" and a radius of 195.00 feet; thence run Northeasterly along the arc of said curve a distance of 19.65 feet; thence turn right 75°44' 15" from the chord of said curve and run Southeasterly a distance of 17.24 feet; thence turn right 102°20' 47" and run Southwesterly a distance of 19.45 feet; thence turn right 77°49'40" and run Northwesterly a distance of 17.92 feet to the point of beginning and to the end of this easement.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 13 & 14, Township 19 South, Range 3 West, and the Sanitary Sewer Easement contains 0.146 acres, more or less, and the Temporary Construction Easement contains 0.042 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 3A

Hoover Mall Limited, LLC
PO Box 617905
Chicago, IL 60661-7905

Owner

C/o Mike Johnson, Sr. Operations Manager
General Growth Properties
Riverchase Galleria
2000 Riverchase Galleria, Suite 147-C
Birmingham, AL 35244

Management Co

Estate for Years "On Tap Summit, LLC"
329-B Business Circle
Pelham, AL 35124

Prudential Mortgage Capital Company, LLC
100 Mulberry St, GC4, 81 Floor
Newark, NJ 07102-4069

Mortgage

Wells Fargo Bank, NA as Trustee in Trust
For the registered certificate holders
of Banc of America Commercial Mortgage, Inc.
C/o CW Capital Asset Management, LLC
7501 Wisconsin Ave., Ste. 500 West
Bethesda, MD 20814
TCE

Mortgage

Commence at the SW corner of Section 13 , Township 19 South, Range 3 West, a 3" capped pipe and run Northerly along the Westerly line of said section 13 a distance of 1383.52 feet; thence turn right 90°00' 00" and run Easterly a distance of 2390.42 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 29°34' 21" and run Northeasterly a distance of 18.47 feet; thence turn right 89°59' 48" and run Southeasterly a distance of 187.69 feet; thence turn right 107°25' 26" to the chord of a curve to the right, having a central angle of 5°46' 25" and a radius of 195.00 feet; thence run Southwesterly along the arc of said curve a distance of 19.65 feet; thence turn right 72°39' 45" from the chord of said curve and run Northwesterly a distance of 181.81 feet, more or less to the point of beginning and to the end of this easement. Less and except any portion of said Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 13 & 14, Township 19 South, Range 3 West, and the Temporary Construction Easement contains 0.079 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the granter.

Tract 4

Hoover Mall Limited, LLC
PO Box 617905
Chicago, IL 60661-7905

Owner

C/o Mike Johnson, Sr. Operations Manager
General Growth Properties
Riverchase Galleria

Management Co

2000 Riverchase Galleria, Suite 147-C
Birmingham, AL 35244

Estate for Years "California Pizza Kitchen, Inc."
6053 W. Century Bldg., Ste. 11 FL
Los Angeles, CA 90045

C/o National Corporate Research, LTD., Inc.
2094 Myrtlewood Dr.
Montgomery, AL 36111

Prudential Mortgage Capital Company, LLC
100 Mulberry St, GC4, 81 Floor
Newark, NJ 07102-4069

Mortgage

Wells Fargo Bank, NA as Trustee in Trust
For the registered certificate holders
of Banc of America Commercial Mortgage, Inc.
C/o CW Capital Asset Management, LLC
7501 Wisconsin Ave., Ste. 500 West
Bethesda, MD 20814

Mortgage

Commence at the NW corner of Section 13 , Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 2927.63 feet; thence turn left 90°00' 00" and run Easterly a distance of 1637.48 feet to the point of beginning of a 20 foot wide sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line: thence turn right 45°12'15" and run Southeasterly a distance of 204.16 feet, more or less to the Northerly boundary of an existing sanitary sewer easement and to the end of this easement. The outer boundaries of said easement being extended or trimmed as necessary to terminate at the boundaries of the existing easement.

Also a Temporary Construction Easement more particularly described as follows:

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3093.27 feet; thence turn left 90°00' 00" and run Easterly a distance of 1966.19 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 81°05' 18" and run Northwesterly a distance of 73.27 feet; thence turn right 90° and run Southeasterly a distance of 87.31 feet; thence turn right 90° and run Southwesterly a distance of 112.44 feet; thence turn right 114°09'45" to the chord of a curve to the left having a central angle of 20°12' 42" and a radius of 272.68 feet; thence run northwesterly along the arc of said curve a distance of 96.19 feet, more or less to the point of beginning.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 13, Township 19 South, Range 3 West, and the Sanitary Sewer Easement contains 0.094 acres, more or less, and the Temporary Construction Easement contains 0.180 acres, more or less.

Tract 5
Hoover Mall Limited, LLC
PO Box 617905
Chicago, IL 60661-7905

Owner

C/o Mike Johnson, Sr. Operations Manager

Management Co

General Growth Properties
Riverchase Galleria
2000 Riverchase Galleria, Suite 147-C
Birmingham, AL 35244

Estate for Years "Just For Feet of Texas, Inc."
C/o Harold Ruttenberg
3460 Galleria Circle
Birmingham, AL 35226

Prudential Mortgage Capital Company, LLC
100 Mulberry St, GC4, 8111 Floor
Newark, NJ 07102-4069

Mortgage

Wells Fargo Bank, NA as Trustee in Trust
For the registered certificate holders
of Banc of America Commercial Mortgage, Inc.
C/o CW Capital Asset Management, LLC
7501 Wisconsin Ave., Ste. 500 West
Bethesda, MD 20814

Mortgage

State of Alabama
Department of Revenue
50 North Ripley Street
Montgomery, AL 36132
Lien# 50889

Lien

Commence at the NW corner of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 3497.67 feet; thence turn left 90°00' 00" and run Easterly a distance of 2184.43 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 116°12' 22" and run Northeasterly a distance of 38.79 feet; thence turn right 87°10' 17" and run Northeasterly a distance of 38.26 feet; thence turn right 92°49'43" and run Southeasterly a distance of 77.97 feet; thence turn right to the chord of a curve to the right having a central angle of 42°42' 52" and a radius of 69.00 feet; thence run Northwesterly along the arc of said curve a distance of 51.44 feet, more or less to the point of beginning.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Temporary Construction Easement lies in Section 13, Township 19 South, Range 3 West, and the Temporary Construction Easement contains 0.056 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 6
Hoover Mall Limited, LLC
PO Box 617905
Chicago, IL 60661-7905

Owner

C/o Mike Johnson, Sr. Operations Manager
General Growth Properties
Riverchase Galleria

Management Co

2000 Riverchase Galleria, Suite 147-C
Birmingham, AL 35244

Prudential Mortgage Capital Company, LLC
100 Mulberry St, GC4, 81 Floor
Newark, NJ 07102-4069

Mortgage

Wells Fargo Bank, NA as Trustee in Trust
For the registered certificate holders
of Banc of America Commercial Mortgage, Inc.
C/o CW Capital Asset Management, LLC
7501 Wisconsin Ave., Ste. 500 West
Bethesda, MD 20814

Mortgage

TCE#1

Commence at the NW comer of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 4290.02 feet; thence turn left 90°00'00" and run Easterly a distance of 2593.21 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 26°36' 13" and run Northeasterly a distance of 35.00 feet; thence turn right 89°55' 14" and run Southeasterly a distance of 97.47 feet; thence turn right 90°04'46" and run Southwesterly a distance of 35.00 feet; thence turn right 89°55' 14" and run Northwesterly a distance of 97.47 feet, more or less to the point of beginning and to the end of this easement.

TCE #2

Commence at the NW comer of Section 13, Township 19 South, Range 3 West, a 3" capped pipe and run Southerly along the Westerly line of said section 13 a distance of 4461.35 feet; thence turn left 90°00' 00" and run Easterly a distance of 2622.13 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 28°19'05" and run Northeasterly a distance of 69.92 feet; thence turn right 90°00'00" and run Southeasterly a distance of 50.68 feet; thence turn right 47°12'55" and run Southwesterly a distance of 75.64 feet; thence turn right 39°33'55" and continue Southwesterly a distance of 9.89 feet; thence turn right 90°51'27" and run Northwesterly a distance of 102.70 feet, more or less to the point of beginning and to the end of this easement.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Temporary Construction Easement lies in Section 13, Township 19 South, Range 3 West, and the Temporary Construction Easement contains 0.204 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 7

Riverchase Lorna, LP
C/o Tommy Joyce
MDIC Management, LLC
2080 Valleydale Rd Ste. 10
Birmingham, AL 35244-2000

Management Co

Riverchase Lorna, LP
5900 Poplar Ave Ste. 100
Memphis, TN 38119

Owner

First Tennessee Bank, National Association

Mortgage

165 Madison Avenue
Memphis, TN 38103

Commence at the SW corner of the SE ¼ of Section 13, Township 19 South, Range 3 West, a 1" solid pipe and run Easterly along the Southerly line of said quarter section a distance of 691.10 feet; thence turn left 90°00'00" and run Northerly a distance of 160.68 feet to a point on the Northeasterly right-of-way of US Highway 31 and to the point of beginning of a 20 foot wide sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line: thence turn right 66°50' 47" and run Northeasterly a distance of 490.61 feet; thence turn left 45°00'00" and continue Northeasterly a distance of 45.67 feet; thence turn right 45°23'57" and continue Northeasterly a distance of 253.83 feet, more or less to the Northeasterly property line of grantor. Two parcels of Temporary Construction Easement:

TCE#1

Commence at the SW corner of the SE ¼ of Section 13, Township 19 South, Range 3 West, a 1" solid pipe and run Easterly along the Southerly line of said quarter section a distance of 1073.74 feet; thence turn left 90°00'00" and run Northerly a distance of 335.18 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 23°09'16" and run Northwesterly a distance of 4.55 feet; thence turn right 90°00'00" and run Northeasterly a distance of 70.58 feet; thence turn right 135°00'04" and run Southwesterly a distance of 6.43 feet; thence turn right 45°00'00" and continue Southwesterly a distance of 66.03 feet, more or less to the point of beginning and to the end of this easement.

TCE#2

Commence at the SW corner of the SE ¼ of Section 13, Township 19 South, Range 3 West, a 1" solid pipe and run Easterly along the Southerly line of said quarter section a distance of 1085.71 feet; thence turn left 90°00'00" and run Northerly a distance of 307.18 feet to the point of beginning of a variable width Temporary Construction Easement; thence turn left 23°09'16" and run Northwesterly a distance of 10.45 feet; thence turn right 90°00'04" and run Northeasterly a distance of 74.31 feet; thence turn left 45°00' 00" and continue Northeasterly a distance of 37.47 feet; thence turn right 134°59'56" and run Southeasterly a distance of 36.94 feet; thence turn right 90°00'00" and run Southwesterly a distance of 100.81 feet, more or less to the point of beginning and to the end of this easement.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in Section 13, Township 19 South, Range 3 West, and the Sanitary Sewer Easement contains 0.363 acres, more or less, and the Temporary Construction Easement contains 0.039 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 9

George W. Barber, Jr. Trust No. 5
C/o The Barber Company, Inc.
27 Inverness Center Pkwy
Birmingham, AL 35242

Owner

Commence at the SW corner of the SE ¼ of Section 13, Township 19 South, Range 3 West, a 1" solid pipe and run Easterly along the Southerly line of said quarter section a distance of 1984.20 feet; thence turn left 90° and run Northerly a distance of 594.96 feet to a point on the Northeasterly right-of-way of Data Drive and to the Point of Beginning of a variable width Temporary Construction Easement: thence turn right 17°29'53" and run Northeasterly a distance of 6.14 feet to a point on a curve to the right, having a central angle of 6°29'45" and a radius of 679.08 feet; thence turn right 92°25'26" to the chord of said curve and run Southeasterly along the arc of said curve a distance of 76.99 feet; thence turn right 91°35'26" from the chord of said curve and run southwesterly a distance of 10.86 feet to a point on the Northeasterly right-of-way of Data Drive; thence turn right 90°34'28" and run Northwesterly along said right-of-way a distance of 11.29 feet; thence turn right

93°46'42" and run Northeasterly along said right-of-way a distance of 4.99 feet to a point on a curve to the left, having a central angle of 4°44'06" and a radius of 793.94 feet; thence turn left 96°32' 14" to the chord of said curve and run Northwesterly along the arc of said curve a distance of 65.61 feet to the point of beginning and to the end of this easement.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway rights-of-ways or outside the boundaries of the grantor's property.

All of said Temporary Construction Easement lies in Section 13, Township 19 South, Range 3 West, and the Temporary Construction Easement contains 0.012 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-336

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Finance Director to prepare poll worker checks, canvassing board checks, poll site rental checks and poll cleaning fees for the Special Primary Election to be held August 15, 2017, the subsequent election to be held September 26, 2017, and, if necessary, the subsequent election scheduled to be held December 12, 2017.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-337

Resolution to approve the Jefferson County 9-1-1 Emergency Communications District, Inc. and the City of Graysville, a municipal corporation (the "City") agreed consolidation and merge as provided by the Alabama Code 11-98-(6).

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Election Systems & Software, LLC to provide hardware maintenance, software license maintenance and support services for Probate Court in the amount of \$262,989.30.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-339

POLL RENTAL PAYMENT RESOLUTION

WHEREAS, the Jefferson County Commission pays a rental and cleanup fee for certain voting precincts, and;

WHEREAS, the rental and cleanup fee helps offset the costs the precincts incur for serving as a voting precinct, and;

WHEREAS, the rental and cleanup fee paid by the County has not been increased in over 20 years,

NOW THEREFORE BE IT REOLVED BY THE JEFFERSON COUNTY COMMISSION, the rental fee for voting precincts will be \$100 and the cleanup fee will be up to \$100, effective August 15, 2017.

Approved by the Jefferson County Commission this 4th day of May, 2017.

Recorded in Minute Book: 171

Page(s): 149

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-340

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Cooperative Agreement between the Jefferson County Commission, Alabama and the Birmingham City Schools for the sharing of geographic information system information data and associated technology.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-341

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Pinson for the purpose assisting with funding for the construction of a storm shelter in the Palmerdale community of the City of Pinson for first responders and area residents to provide refuge during times of natural disaster, in the amount of \$5,000.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Pinson, Alabama ("Pinson"), applied for a grant of funds for \$5,000.00; and

WHEREAS, Pinson is a municipality located within Jefferson County, Alabama, which seeks funding to assist in construction of a storm shelter in the Palmerdale community of the City of Pinson for first responders and area residents to provide refuge during times of natural disaster; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$5,000.00 to Pinson, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2018.
2. The County shall pay to Pinson a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Pinson shall use the public funds to assist in the construction of a storm shelter in the Palmerdale community of the City of Pinson for first responders and area residents to provide refuge during times of natural disaster.

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

4. Pinson shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 30, 2018, whichever shall occur first.
5. Pinson shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Pinson for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Pinson representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Pinson representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Pinson, nor any of its officers, partners, owners, agents,

representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

City of Pinson, Alabama
Signature not on file

Fully executed copy with original signatures not on file in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-342

WHEREAS, Jefferson County, Alabama, desires to contract for services for economic growth through the identification, acquisition and development of industrial sites which includes assistance in securing land, infrastructure and other incentives on behalf of the County; and

WHEREAS, the Jefferson County Economic and Industrial Development Authority, desires to provide services for economic growth through the identification, acquisition and development of industrial sites which include assistance in securing land, infrastructure, and other incentives on behalf of the County for new industrial projects;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President is authorized to execute the attached Economic Development Agreement.

ADOPTED: May 4, 2017

STATE OF ALABAMA
JEFFERSON COUNTY

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services for economic growth through the identification, acquisition and development of industrial sites which includes assistance in securing land, infrastructure and other incentives on behalf of the County; and

WHEREAS, the undersigned, Jefferson County Economic and Industrial Development Authority, herein called

"the Contractee", desires to provide services for economic growth through the identification, acquisition and development of industrial sites which include assistance in securing land, infrastructure, and other incentives on behalf of the County for new industrial projects;

NOW THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. Enter into a Loan Agreement detailing the obligations of the parties.
2. The County shall pay to the Contractee a total of \$10,000,000.00.
3. The Contractee shall use the said funds to acquire land to be used for industrial sites, infrastructure, and other incentives on behalf of the County for new industrial projects and to help defray the cost of operating expenses for the Jefferson County Economic & Industrial Development Authority in providing the above services.

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens,

JEFFERSON COUNTY ECONOMIC &
INDUSTRIAL DEVELOPMENT AUTHORITY

Fully executed copy with original signatures not on file in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-343

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Alabama Symphonic Association, Inc., for the purpose of assisting in funding the Symphony in the Summer program which includes three free concerts at Railroad Park on June 9th through 11th, 2017 in the amount of \$2,500.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Alabama Symphonic Association, Inc. ("Alabama Symphony"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Alabama Symphony is a 501(c)(3) organization which performs Symphony in the Summer, a program which includes three free concerts at Railroad Park June 9 -11, 2017; and

WHEREAS, the Alabama Symphony meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Alabama Symphony, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2018.
2. The County shall pay to the Alabama Symphony a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Alabama Symphony shall use the public funds to assist in performing Symphony in the summer a program which includes three free concerts at Railroad Park June 9-11, 2017.

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

4. The Alabama Symphony shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 30, 2018, whichever shall occur first.
5. The Alabama Symphony shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Alabama Symphony for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Alabama Symphony representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Alabama Symphony representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the Alabama Symphony nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the Alabama Symphony shall immediately refund to the County

all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

Alabama Symphonic Association, Inc.
President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-344

WHEREAS, the Freshwater Land Trust is a local 501(c) (3) land conservation organization and acting sponsor of the Five Mile Creek Greenway Improvement Cooperative District ("District 1"). The District was established in 2010 with the primary objective of purchasing and developing a parcel of land along a former rail corridor to be used as a multi-use trail. The District is facilitated by the Freshwater Land Trust and is comprised of six mayoral directors representing municipalities in northern Jefferson County. The cities include Brookside, Center Point, Gardendale, Graysville, Fultondale and Tarrant;

WHEREAS, the Five Mile Creek Greenway is a proposed 16.5-mile multi-use greenway that will run from Graysville to Fultondale, with plans to extend into Tarrant. Gardendale, Brookside and Tarrant have already established trails and recreational sites that will ultimately feed into the Five Mile Creek Greenway. The purchase of the rail line is expected to be finalized in the summer or early fall of 2017. Following purchase, the construction is expected to begin in the winter of 2017 to 2018 and will include the creation of a gravel trail, cross walks and vehicle barriers to allow residents to begin using the greenway safely;

WHEREAS, this project aims to reshape and revitalize the region by transforming a remnant of the once prosperous industrial sector – an old railroad line – into a multi-use greenway that provides recreational opportunities. Specifically, this trail will serve the residents of eight cities within a five mile radius of the trail; including Adamsville, Birmingham, Center Point, Gardendale, Graysville, Fultondale and Tarrant. However, this trail is expected to be used by residents throughout Jefferson County. The trail is expected to spur significant economic benefits to these cities as studies have shown that properties located close to trails sell for 4-7% more than similar homes located elsewhere and trails create recreation-related revenue by creating opportunities to sell/rent recreational goods and equipment, creating new business. The trail will also encourage healthy lifestyles, tourism income and provide buffers to 29 miles of intermittent and perennial streams;

WHEREAS, the total purchase price for the project is \$1,219,800.00. In recent years, collaborations to promote, develop and maintain greenways, parks, trails and points of interest along the Five Mile Creek Corridor between the District and its partners have provided numerous donations and in-kind services;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President be authorized to execute a grant to the Freshwater Land Trust in the amount of \$22,346.52 from the Economic Development

Fund for the purpose of completion of the improvement cooperative district for the Five Mile Creek Greenway for the furtherance of economic development and quality of life in Jefferson County.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-345

Resolution to approve Jefferson County's participation in the planning and hosting of the World Games 2021 and participation of a representative from Jefferson County to be a part of the congregation attending the World Games in Wroclaw, Poland.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-346

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (Beverage Case B-2017-003) Mansoor Almansoor, applicant; d/b/a 4th Avenue One Stop, requests approval of a transfer of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 38-20-1-001-003.000 in Sec 20 Twp. 19, Range 4W. Zoned C-1 (Commercial) (Site Location: 531 4th Ave SW, Bessemer, AL 35022) (MOBILE JUNCTION) be approved.

Approved by the Jefferson County Commission this 4th day of May, 2017.

Recorded in Minute Book: 171

Page(s): 154

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MAY-4-2017-347

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (Beverage Case B-2017-004) Roxy and Caelia LLC, applicant; d/b/a Allstate Quick Mart, requests approval of an (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 05-13-0-000-087.001 in Sec 31 Twp. 15, Range 5W. Zoned C-1 (Commercial) and I-2 (Heavy Industrial) (Site Location: 7698 Highway 78, Suite 101, Dora, AL 35062) (DORA) be approved.

Approved by the Jefferson County Commission this 4th day of May, 2017.

Recorded in Minute Book: 171

Page(s): 154

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie 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, May 18, 2017.

James A. Stephens
President

ATTEST:

Millie Diliberto

Minute Clerk