# STATE OF ALABAMA)

JEFFERSON COUNTY) August 11, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:07 A.M., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Joe Knight seconded by Commissioner Sandra Little Brown, that the Minutes of July 27, 2016, be and hereby are approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

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The Commission met in Work Session on Tuesday, August 9, 2016, and approved the following items to be placed on the August 11, 2016, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Items 1-12 plus 2 items on the addendum, and 1 item of new business.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee Items 1-8.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-21, plus 1 item on the addendum.

Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1-4 and 1 item of new business.

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-18.

#### AUG-11-2016-642

# RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF WITH RESPECT TO

AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public

discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and;

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case Z-2016-017, Wendy and Michael Walton, owners; requests a change of zoning from C-1 (Commercial) and A-1 (Agriculture) to C-1(A) for a family restaurant offering sale of beer, wine, and liquor for on-premises consumption. Part of Parcel ID# 42-08-2-000-018.000 and Parcel ID# 42-08-2-000-042.000 in Section 8 Twp 20 South Range 4 West. (Case Only: 6530 Pocahontas Road, Bessemer, AL 35022) (Loveless Park) (3.25 Acres M/L) be and is hereby approved with contingencies and covenants as follows:

# Contingencies:

- 1. Approval of a preliminary drainage study and the entrance by the Department of Roads and Transportation; and
- 2. Approval of the site plan and building façade by the Planning and Zoning Commission. Covenants:
  - 1. The restaurant will close by 9:00 PM Sunday through Thursday and by 10:00 PM on Fridays and Saturdays; and
  - 2. There shall be no amplified sound or amplified music outdoors; and
  - 3. All site lighting shall be directed downward.

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

#### AUG-11-2016-643

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute Amendment III to the original agreement between Jefferson County Alabama and Carol Leitner, MD, for the purpose of providing professional services to Cooper Green Mercy Health Services and extending the term of the agreement to September 30, 2017, in the amount of \$212,000.00.

Contract ID: CON-00005639

#### **AMENDMENT**

This is Amendment III to the Contract entered into the 1st day of October, 2013 by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Carol Leitner, MD, (hereinafter referred to as "Surgeon,") to provide professional services.

# 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:

Amendment II of the contract between the parties which was approved by the Jefferson County Commission on June 18, 2015, and recorded in Minute Book 168; Page(s) 181, is hereby amended as follows:

Extend the term of this contract to October 1, 2016 — 9/30/17.

Compensation shall not exceed the original contract amount of \$212,000 for this term.

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

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

# AUG-11-2016-644

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be herby authorized to execute Amendment III to the original agreement between Jefferson County Alabama and Nassif Cannon, MD for the purpose of extending the term of the agreement to October 31, 2017, in the amount of \$180,000.00.

Contract ID: CON-00005819

#### **AMENDMENT**

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Nassif Cannon, MD, hereinafter referred to as "Internal Medicine Physician," for physician services.

# 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:

Amendment II to the contract between the parties which was approved by the Jefferson County Commission on August 6/18/15, and recorded in Minute Book 168; Page(s) 182, is hereby amended as follows:

EXTEND THE TERM:

Extend the term of this contract to November 1, 2016 — October 31, 2017.

Compensation shall not exceed the original contract amount of \$180,000 for this term. All other terms and conditions of the original contract remain the same.

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

#### AUG-11-2016-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute Amendment II to the original agreement between Jefferson County, Alabama and the University of Alabama at Birmingham for the employment of Professional Staffing in the amount of \$32,580.00.

CONTRACT NO.: 00006570

# Contract Amendment No. II

This Amendment to the Professional Staffing Contract entered into the 25<sup>th</sup> day of September, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, hereinafter referred to as "UAB" to employ certain nurse practitioners who are needed to perform clinical services for CGMBS.

#### WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006570. Amendment I of the Contract between the parties referenced above, was approved by the Commission on August 31, 2015; recorded in MB: 168, Page (342-343):

#### TERM:

Amend the term of the contract to August 1, 2016 through July 31, 2017.

# **COMPENSATION:**

As compensation for the services performed by the Professional Staff for CGMHS, CGMES agrees to pay UAB in accordance with the terms outlined On Exhibit "A."

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

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

#### AUG-11-2016-646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement for Equipment Purchase and Software License between Jefferson County, Alabama and Innovation Associates, Inc., for the purpose of upgrades and maintenance to the Pharm Assist Robotic pharmacy equipment and software at Cooper Green Mercy Health Services in the amount of \$89,900.00.

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

#### AUG-11-2016-647

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and Dr. Frederick W. Ernst in the amount of \$83,200.00, for the purpose of providing medical services at the Cooper Green Mercy Health Services Outpatient Clinics, as outlined in the Physician Services Agreement.

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

#### AUG-11-2016-648

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and Cahaba Valley Health Center in the amount of \$45,000.00, for the purpose of operating a dental clinic at the Cooper Green Mercy Health Services building.

WHEREAS, CVHC operates a dental clinic (Clinic) located at 1515 6th Avenue South, Birmingham, Alabama 35233;

WHEREAS, CVHC provides dental services to residents of Jefferson County;

WHEREAS, the patients served by CVHC may meet the indigent care criteria established by Jefferson County for use at the County's operating department which does business as Cooper Green Mercy Health Services ("Cooper Green");

WHEREAS, by providing dental services to indigent patients who are residents of Jefferson County, CVHC directly supports the mission of Cooper Green;

WHEREAS, CVHC's services increase the access of Jefferson County's indigent patients to dental care;

WHEREAS, CVHC desires to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

WHEREAS, the parties desire to enter into this Agreement to set forth all of the terms and conditions stated below for the purpose of defining the parties' respective rights and responsibilities with regard to such arrangement.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows: As set forth in the original agreement attached to the above resolution.

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

#### AUG-11-2016-649

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a revenue generating agreement between Jefferson County, Alabama and LTBL Films in the amount of \$1,500.00 daily for the purpose of allowing LTBL Films access to unoccupied areas of the Cooper Green Mercy Health Services facility for the filming of "Let There be Light".

#### 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 LTBL Films, LLC and its employees, agents, contractors and suppliers (collectively "Producer") to enter upon and use of 7 West and 7 South wings of the Property located at: 1515 6' Avenue South, Birmingham, Alabama on August 17th through August 18th, (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 entitled "Let There be Light" (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 \$ 0 per day for each prep/strike day and \$1500 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 \$blank 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 "As-Is". Producer agrees to use reasonable cue 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.

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

#### AUG-11-2016-650

#### RESOLUTION

WHEREAS, Cooper Green Mercy Health Services is mandated by the State of Alabama to provide healthcare services to the eligible indigent population of Jefferson County, Alabama, including providing pharmaceutical drugs critical to the safety, health and well-being of the patients; and

WHEREAS, due to the expiration of its purchasing agreement, Cooper Green Mercy Health Services must purchase pharmaceutical drugs from a vendor pending the bid and execution of a pharmaceutical contract to maintain necessary clinical pharmacy operations for those indigent patients in need of medications, including, but not limited to, chemotherapy drugs, insulin, blood thinners, antibiotics, blood pressure medication, medicine for high cholesterol, seizures, asthma, CORD and nitroglycerin for chest pain. The inability to provide these and other medications constitutes an emergency affecting public health, safety and convenience. Moreover, a delay in receiving and dispensing these medications until a bid is awarded would create a danger to the public health, safety and convenience of these indigent patients; and

WHEREAS, said bid for pharmaceutical drugs and distribution services has been released; and

WHEREAS, until such bid is awarded, Cooper Green Mercy Health Services must be able to purchase and dispense pharmaceuticals to its patients; and

WHEREAS, the vendor is entitled to be compensated for its services and products.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer of Jefferson County is directed to facilitate payment to Morris & Dickson Pharmaceuticals for the period of August 15, 2016, through September 15, 2016, based on invoices provided in an amount not to exceed \$300,000.00.

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

#### AUG-11-2016-651

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and CHM Architects, Inc. in the amount of \$265,560.00, for the purpose of meeting building code requirements.

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

#### AUG-11-2016-652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter from the Director of the Department of General Services.

Municipal Elections Services Agreements with the following municipalities listed below for the election to be held on August 23, 2016, and the run-off election to be held on October 4, 2016 (if required). These are revenue generating agreements for the initial election.

City of Trafford \$1,681.00

City of Irondale \$3,153.00

City of Lipscomb	\$1,165.00
City of Adamsville	\$2,680.00
City of Fairfield	\$10,496.00

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

#### AUG-11-2016-653

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the petty cash fund in the amount of \$2,000 established for the General Services Department be increased by \$1,400 to a total new total of \$3,400.00. The increase is due to the cash needed to initially stock the new automated flat lot parking equipment. The division of such funds shall be subdivided as follows:

- A. \$750 shall be assigned to the Crafts Division at the General Services Operations Center
- B. \$500 shall be assigned to the Maintenance Division at the Jefferson County Courthouse
- C. \$200 shall be assigned to the parking deck attendants
- D. \$550 shall be assigned to Administration
- E. \*\$1,400 shall be assigned to the Flat Lot Automated Machine \*new allotment

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

# AUG-11-2016-654

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County, Office of Senior Citizens Services and ADSS to accept the funds under the revised award number four dated June 29, 2016, for an amount of \$54,070.00 allocated to the C-2 Buskey Funds. The new total Title III NGA for the period of October 1, 2015, to September 30, 2016 is \$2,073,924.

#### AUG-11-2016-655

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, 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 #2 to extend the contract time to March 31, 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). 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, and amended September 10, 2015, in Minute Book 168, Pages 487-488, is hereby amended as follows:

The purpose of this Amendment #2 is to extend the contract time to March 31, 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.

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

# AUG-11-2016-656

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute Amendment #1 to extend the agreement between Jefferson County, Alabama and Hatch Mott MacDonald, 180 days for the Trafford Road Improvements Project (CD14-03K-M¬TRI). The new completion date shall be December 10, 2016. There are no additional expenses associated with this amendment. All other terms of the contract shall remain the same. This project is from the 2014 CDBG program year.

Called "the County-, and Hatch Mott MacDonald, hereinafter called -the Contractor- for grant allocation PY14. The effective date of this agreement shall be August 13, 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 August 13, 2015, in Minute Book 168 Page 356, is hereby amended as follows:

The purpose of this Modification is to extend the contract time 180 days for the Trafford Road Improvements Project (CD14-03K-M-TRI). The new completion date shall be December 10, 2016. 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.

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

#### AUG-11-2016-657

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute Amendment #2 to extend the agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants, 180 days for the Fairfield Sidewalk Improvements Project Phase II (CD14-03L-M-FS2). The new completion date shall be January 28, 2017. There are no additional expenses associated with this amendment. All other terms of the contract shall remain the same. This project is from the 2014 CDBG program year.

Called "the County", and CEAssociates Engineering Consultants, hereinafter called "the Contractor" for grant allocation PY14. The effective date of this agreement shall be August 27, 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 August 27, 2015, in Minute Book 168, Page 400, is bereby amended as follows:

August 27, 2015, in Minute Book 168, Page 400, is hereby amended as follows:

The purpose of this Modification is to extend the contract time 180 days for the Fairfield Sidewalk Improvements Project II (CD14-03L-M-FS2). The new completion date shall be January 28, 2017. 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.

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

# AUG-11-2016-658

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute Amendment #1 to extend the agreement between Jefferson County, Alabama and Volkert Inc., 180 days for the Rosedale Sidewalk Improvements Project Phase IV (CD14-03L-M-RS4). The new completion date shall be January 5, 2017. There are no additional expenses associated with this amendment. All other terms of the contract shall remain the same. This project is from the 2014 CDBG program year.

# 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 Volkert Inc., hereinafter called "the Engineer" for grant allocation PY14. The effective date of this agreement shall be October 8, 2015.

# WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Engineer wishes to amend the contract;

on

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

October 8, 2015, in Minute Book 168, Page 589, is hereby amended as follows:

The purpose of this Modification is to extend the contract time 180 days for the Rosedale Sidewalk Improvements Project Phase IV (CD14-03L-M-RS4). The new completion date shall be January 5, 2017. 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.

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

#### AUG-11-2016-659

# **RESOLUTION**

WHEREAS, Community Housing Development Corporation of Alabama executed a certain mortgage for the construction of new homes in the Edgewater Oaks Subdivision and recorded on December 6, 2002 in Real 200263, Page 8025 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, Community Housing Development Corporation of Alabama executed a certain mortgage for the construction of new homes in the Edgewater Oaks Subdivision and recorded on December 6, 2002 in Real 200263, Page 8027 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, a new home in the Edgewater Oaks Subdivision was completed and sold to a qualified homebuyer through Jefferson County's Agreement with Community Housing Development Corporation and all obligations stipulated in the mortgages were met in full; and WHEREAS, said lot is identified as follows:

Lot 38, according to the Map and Survey of Edgewater Oaks, as recorded in Map Book 36, Page 81, Sheets, 1, 2, and 3 in the Probate Office of Jefferson County, Alabama, Bessemer Division. NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the two attached Partial Satisfaction of Recorded Mortgage documents for the above referenced lot be executed by the Commission President.

# PARTIAL SATISFACTION OF RECORDED MORTGAGE STATE OF ALABAMA COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by COMMUNITY HOUSING DEVELOPMENT CORPORATION OF ALABAMA, the said JEFFERSON COUNTY, ALABAMA does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by COMMUNITY HOUSING DEVELOPMENT CORPORATION OF ALABAMA, which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Bessemer Division, in Instrument 200263/8025, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama, Bessemer Division, to-wit: Lot 38, according to the Map and Survey of Edgewater Oaks, as recorded in Map Book 36, Page 81, Sheets 1, 2 and 3 in the Probate Office of Jefferson County, Alabama, Bessemer Division. BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release shall no wise, and to no extent whatever, affect the lien of said Mortgage as to the remainder of the property described in and secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned James A. Stephens, as President of County Commission of Jefferson County, Alabama, has caused these presents to be executed this the 11<sup>th</sup> day of August,2016.

Jefferson County, Alabama

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges an amendment to the original agreement between the Jefferson County Personnel Board and Implementation Services Group in the amount of \$45,000.00. The item was approved by the Three Member Board on June 14, 2016.

#### Contract Amendment No. 1

This Amendment to Contract entered into the 14th day of June 2016 between Personnel Board of Jefferson County (hereinafter referred to as the -PBJC-), and Implementation Services Group (ISG) to provide technical Lawson software development and consulting.

# WITNESSETH:

WHEREAS, the Personnel Board desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract:

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

This contract amendment results from the Personnel Board's original contract dated July 2015.

The original contract was acknowledged by the Commission on August 27. 2016 and recorded in MB 168, Page 409-410.:

Compensation:

As compensation for the Services, PBJC shall pay ISG no more than \$45,000 per fiscal year for hours worked by ISG consultants.

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

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

#### AUG-11-2016-661

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges an amendment to the original agreement between the Jefferson County Personnel Board and ADTRAV Travel Management in the amount of \$155,000.00. The item was approved by the Three Member Board on July 12, 2016.

# Contract Amendment No. II

This Amendment to Contract entered into the 12<sup>th</sup> day of July 2016 between Personnel Board of Jefferson County (hereinafter referred to as the "PBJC"), and ADTRAV Travel Management (hereinafter referred to as the "Contractor") to provide travel management services.

# WITNESSETH:

WHEREAS, the Personnel Board desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract results from Jefferson County's request for Bid No.61-14. The original contract between the parties referenced above, which was acknowledged by the Commission on August 14, 2014 and recorded in MB 166 Page 516 is hereby amended as follows:

Amend Term of Contract:

October I, 2016 — September 30, 2017

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

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

#### AUG-11-2016-662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jack Cagle to be re-appointed to the Minor Heights Fire and Rescue District Board of Trustees, for a term ending September 30, 2021, be and hereby is approved.

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

#### AUG-11-2016-663

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim 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 located within Chick-fil-A restaurant property at The Grove — in the City of Hoover. The sewer line within the easement has been removed with the approval of the Environmental Services Department.

# **QUIT CLAIM DEED**

STATE OF ALABAMA JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY: James F. Henderson, Jr. A200 Courthouse, 716 Richard Arrington Jr, Blvd N Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and no/100 DOLLARS (\$1.00) to in hand paid by the Chick-fil-A, Inc., a Georgia Corporation, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama,

to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Chick-fil-A, Inc., all its right, title, interest, and claim in the following described real estate, to wit: A portion of the Sanitary Sewer Easement Line "C" conveyed to Jefferson County by that certain deed recorded in BK: LR 200861 Pg:6255 in the Bessemer Probate Office of Jefferson County, Alabama and being more particularly described as follows: An easement over and across a parcel of land situated in the Northeast one-quarter of Section 28, all in Township 19 South, Range 3 West Jefferson County, Alabama being more particularly described as follows: Commence at the Northeast corner of the Southeast one-quarter of said Section 21, Township 19 South, Range 3 West and run South along the East line thereof for a distance of 1929.71 feet; thence deflect left 90°00'00" and run in an Easterly direction for a distance of 334.28 feet; thence deflect right 127°14'00" and run in a Southwesterly direction for a distance of 269.44 feet; thence deflect right 19°41'54" and run in a Southwesterly direction for a distance of 235.97 feet; thence deflect right 17°13'53" and run in a Southwesterly direction for a distance of 258.99 feet; thence deflect left 11°27'50" and run in a Southwesterly direction along said centerline for a distance of 145.65 feet; thence deflect left 18°31'49" and run in a Southwesterly direction along said centerline for a distance of 241.01 feet; thence deflect right 02°47'39" and run in a Southwesterly direction along said centerline for a distance of 211.53 feet; thence deflect left 90° 00'00" and run in a Northeasterly direction for a distance of 65.00 feet; thence deflect right 90°00'00" and run in a Southwesterly direction along said centerline for a distance of 1103.44 feet; thence deflect right 27°30'32" and run in a Southwesterly direction along said centerline for a distance of 149.49 feet; thence deflect right 12°31'55" and run in a Southwesterly direction for a distance of 400.00 feet; thence deflect left 06°40'51" and run in a Southwesterly direction for a distance of 10 feet to the POINT OF BEGINNING of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence continue along the last described course and along said centerline for a distance of 160.73 feet to the end of said centerline and the termination of said easement.

TO HAVE AND TO HOLD, to the said, Chick-fil-A, Inc., its heirs and assigns forever. Given under my hand(s) and seal(s), this day 11<sup>th</sup> of August, 2016.

JEFFERSON COUNTY, ALABAMA

Attest: By:

Minute Clerk James A Stephens,

President

Jefferson County

Commission

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter from the Director of the Department of Roads and Transportation.

Following are the requests from various utility companies to locate their facilities on Jefferson County rights-of-way:

# Request from

- Trussville Utilities Board to install 358' of 12" water main at intersection of Liles Lanes, Glenn Road, and Honor Keith Road in Argo.
- Request from A T & T Corporation to install 272' of buried cable along Smithfield Drive North then along Belmore Lane.

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

#### AUG-11-2016-665

# JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an Agreement for Maintenance between Jefferson County and Lee H. Riley regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

STATE OF ALABAMA) JEFFERSON COUNTY)

# AGREEMENT FOR MAINTENANCE OF SEWER LINE AND RETAINING WALL

THIS AGREEMENT FOR MAINTENANCE OF SEWER LINE (this "Agreement") is entered into effective the 28th day of March, 2016, by and among the undersigned, LEE H. RILEY and wife, KRISTEN O. RILEY (hereinafter the "Homeowners"), the undersigned, JEFFERSON COUNTY, ALABAMA (hereinafter the "County"), and the undersigned, the City of Mountain Brook, Alabama (hereinafter the "City").

#### WITNESSETH:

The Homeowners own that certain parcel of real property located in the City at 2941 Balmoral Road, upon which they have constructed a residential dwelling (hereinafter the "Homeplace"), more particularly described as Lot 67A according to Riley's Resurvey as recorded in Map Book 240, Page 35, in the Office of the Judge of Probate of Jefferson County, Alabama. The Homeplace is served by the sanitary sewer .system owned and operated by the County. The Homeplace is connected to the County's sanitary sewer system by an underground sewer line which extends from the western side of the residential dwelling constructed on the Homeplace and which continues toward the rear property line of the Homeplace, at which point it connects to an existing sanitary sewer manhole, and then extends further to the side property line of the Homeplace (which is the

northeast boundary of the Homeplace), and thence continues, outside of the boundary of the Homeplace, within a sanitary sewer easement, to the County's sanitary sewer trunk line. The approximate location of the sanitary sewer line within the boundaries of the Homeplace is shown on the attached Exhibit A. The Homeowners have constructed a retaining wall along a portion of the rear and side boundaries of the Homeplace, as shown on the attached Exhibit A, which crosses the sanitary sewer line at approximately the point at which the sanitary sewer line exits the boundary of the Homeplace. The retaining wall is situated partially within a utility easement along the rear boundary of the Homeplace. The County and City have agreed that the retaining wall may remain and may be maintained by and at the expense of the Homeowners, or their successors and assigns. The Homeowners have agreed, for themselves and their successors and assigns, that they will be responsible for maintaining the portion of the sanitary sewer line which is situated within the boundaries of the Homeplace. The County has agreed that it will maintain the portion of the sanitary sewer line from the point that it exits the boundary of the Homeplace.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned, the undersigned do hereby declare, acknowledge and agree as follows:

- 1. The Homeowners, and their successors and assigns, may maintain, replace and repair the retaining wall, within the utility easement which runs along the rear boundary of the Homeplace as shown on the attached Exhibit A.
- 2. The Homeowners, and their successors and assigns, shall be responsible for all costs associated with the maintenance, replacement and repair of the retaining wall.
- 3. The Homeowners, and their successors and assigns, shall be responsible for paying any costs associated with the maintenance, replacement and repair of that portion of the sanitary sewer line which is situated within the boundaries of the Homeplace.
- 4. The County shall be responsible for paying any costs of maintenance, replacement and repair of the portion of the sanitary sewer line which is situated outside of the boundaries of the Homeplace.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- 6. This Agreement shall run with the land and be binding upon and inure to the benefit of the undersigned and their respective heirs, successors and assigns. Upon the conveyance of title to the Homeplace, the obligation to maintain said retaining wall and the portion of the sanitary sewer line situated within the boundaries of the Homeplace shall become the responsibility of the parties to whom title has been conveyed.
- 7. This Agreement may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Original signature pages may be removed from any counterpart and attached to an identical counterpart for the purpose of assembling fully executed originals of this document. Signatures by electronic communication, including but not limited to facsimile or email, shall be acceptable and binding upon the parties.

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

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

#### AUG-11-2016-666

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Hach Company in the amount of \$54,913.13, for the purpose of Hach software upgrade, maintenance, and support.

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

#### AUG-11-2016-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be, and hereby is, authorized to execute an Agreement between Jefferson County and Dukes Root Control, Inc., in the amount of \$499,460.00 to provide chemical root control treatment of sanitary sewer lines to reduce the occurrence of SSOs and sewerage back-ups into homes and businesses.

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

#### AUG-11-2016-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be, and hereby is, authorized to execute an agreement between Jefferson County, Alabama and CDM Smith, Inc., to provide Professional Engineering Services for Riverchase Pumping Station Odor Control, in the amount of \$262,632.00.

#### AUG-11-2016-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Margaret Parsons in the amount of Eighty Three Thousand Seven Hundred Twenty and 26/100 (\$83,720.26) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Margaret Parsons in the amount of \$83,720.26 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Barbara Johnston in the amount of Fifteen Thousand Six Hundred Seventy Five and 82/100 (\$15,675.82) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Barbara Johnston in the amount of \$15,675.82 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Sam and Leah Holmes in the amount of Thirteen Thousand Two Hundred Ninety and 00/100 (\$13,290.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Sam and Leah Holmes in the amount of \$13,290.00 and forward it to the County Attorney for disbursement.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of GEICO Insurance Company in the amount of Eighteen Thousand One Hundred Ninety Nine and 52/100 (\$18,199.52) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to GEICO Insurance Company in the amount of \$18,199.52 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Debbie H. Coleman in the amount of One Hundred Ninety Three and 33/100 (\$193.33) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Debbie H. Coleman in the amount of \$193.33 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

# AUG-11-2016-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of John Shrader in the amount of Two Thousand Seven Hundred Fifty Six and 37/100 (\$2,756.37) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to John Shrader in the amount of \$2,756.37 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-675

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Hertz Corporation in the amount of Twelve Thousand One Hundred Thirty and 75/100 (\$12,130.75) Dollars is hereby approved. Be it further resolved by the Jefferson County

Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Hertz Corporation in the amount of \$12,130.75 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Progressive Insurance Company in the amount of Thirteen Thousand Six Hundred Thirty Four and 62/100 (\$13,634.62) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Progressive Insurance Company in the amount of \$13,634.62 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-677

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Nationwide Insurance Company in the amount of Six Thousand Four Hundred Eighty Seven and 20/100 (\$6,487.20) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Nationwide Insurance Company in the amount of \$6,487.20 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

### AUG-11-2016-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Cynthia Bunton-Frazier in the amount of One Hundred Twenty Seven and 00/100 (\$127.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Cynthia Bunton-Frazier in the amount of \$127.00 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-679

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Farmers Fire Insurance Exchange in the amount of Eighty Three Thousand Nine Hundred Fifty Nine and 22/100 (\$83,959.22) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Farmers Fire Insurance Exchange in the amount of \$83,959.22 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 adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-680

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of H. L. Richards is hereby denied.

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

# AUG-11-2016-681

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and The Magic City Smooth Jazz to assist in funding in the amount of \$1,000.00.

# COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Magic City Smooth Jazz applied for a grant of funds for \$1,000.00; and

WHEREAS, Magic City Smooth Jazz is a 501© (3) organization which seeks to provide a free concert on August 6, 2016, at Pleasant Grove Park, to enhance the cultural activities of the Pleasant Grove community; and

WHEREAS, Magic City Smooth Jazz meets the eligibility requirements of the Program; and WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,000.00 to Magic City Smooth Jazz 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 July 31, 2017.
- 2. The County shall pay to Magic City Smooth Jazz a lump sum payment of \$1,000.00 upon execution of this agreement.
- 3. Magic City Smooth Jazz shall use the public funds to assist in providing a free concert on August 6, 2016, at Pleasant Grove Park, to enhance the cultural activities of the Pleasant Grove community. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
- 4. Magic City Smooth Jazz shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
- 8. Magic City Smooth Jazz 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 Magic City Smooth Jazz, for a period of not less than three (3) years from termination of the fiscal year set out above.
- 6. The Magic City Smooth Jazz 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 Magic City Smooth Jazz 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 Magic City Smooth Jazz, 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 Magic City Smooth Jazz 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

MAGIC CITY SMOOTH JAZZ

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

# Aug-11-2016-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Trussville City School Foundation in the amount of \$3,000.00, for the purpose of assisting with funding for classroom technology.

# COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Trussville City Schools Foundation ("Trussville Foundation"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Trussville Foundation is a 501(c)(3) organization which seeks funding for a classroom grant program for classroom technology, e-books, and other means which will stimulate students to reach their fullest potential; and

WHEREAS, Trussville Foundation meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$3,000.00 to Trussville Foundation, 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 July 31, 2017.
- 2. The County shall pay to Trussville Foundation a lump sum payment of \$3,000.00 upon execution of this agreement.
- 3. Trussville Foundation shall use the public funds to assist in funding its classroom grant program for classroom technology, e-books, and other means which will stimulate students to reach their fullest potential.

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

- 4. Trussville Foundation 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 September 30, 2017, whichever shall occur first.
- 5. Trussville Foundation 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 Trussville Foundation for a period of not less than three (3) years from termination of the fiscal year set out above.
- 6. The Trussville Foundation 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 Trussville Foundation 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 Trussville Foundation 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 o 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 Trussville Foundation 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

# TRUSSVILLE CITY SCHOOLS FOUNDATION

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

#### AUG-11-2016-684

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

Agreement for Professional Services:

a. CON8636 — Completion of Tabletop Hazmat Exercise for FY2016 Hazardous Materials Emergency Preparedness Grant, in the amount of \$65,000.00

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

#### AUG-11-2016-685

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMMISSION that the Commission hereby acknowledges its receipt of an agreement between the Jefferson County District Attorney and Appriss in the amount of \$40,000.00.

WHEREAS, In order to meet the needs and expectations of the Jefferson County Alabama District Attorney (JCDA) it is important for the Appriss project team has a clear and defined scope of work to follow. The purpose of this document is to outline the scope of work (SOW) and key tasks needed to successfully implement the incarceration cross-match process.

**OBJ ECTIVE** 

This document provides the specifications for the deployment of a real time cross-match against the Appriss national incarceration database from a list of individuals provided by JCDA. When the system identifies a match, the details of the incarceration event will be automatically send to authorized system users established by the JCDA.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE JEFFERSON COMMISSION that the above matter be hereby acknowledged by the Jefferson County Commission.

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

#### AUG-11-2016-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Birmingham Holocaust Education Center in the amount of \$2,500.00

# COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Birmingham Holocaust Education Center ("BHEC"), applied for a grant of funds for \$2,500.00; and

WHEREAS, BHEC is a 501(c)(3) organization which seeks funding for its mission to keep the history and lessons of the Holocaust alive through the education of teachers, students and community members in Birmingham and surrounding areas; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to BHEC, 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 August 31, 2017.
- 2. The County shall pay to BHEC a lump sum payment of \$2,500.00 upon execution of this agreement.
- 3. BHEC shall use the public funds to assist in funding its mission to keep the history and lessons of the Holocaust alive through the education of teachers, students and community members in Birmingham and surrounding areas.

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

4. BHEC 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 September 30. 2017, whichever shall occur first.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and UAB Athletics in the amount of \$10,000.00, for the purpose of assisting in the funding and completion of the UAB Football Operations Building and Operations Facility.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the University of Alabama at Birmingham ("UAB"), applied for a grant of funds for \$10,000.00; and

WHEREAS, UAB is a tax exempt non-profit educational institution which seeks assistance in funding for UAB Athletics to use towards the completion of the UAB Football Operations Building and Operations Facility; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$10,000.00 to UAB, 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 July 31, 2017.
- 2. The County shall pay to UAB a lump sum payment of \$10,000.00 upon execution of this agreement.
- 3. UAB shall use the public funds to assist in funding the completion of the UAB Football Operations Building and Operations Facility.
- 4. UAB 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 September 30, 2017, whichever shall occur first.
- 5. UAB 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 UAB, for a period of not less than three (3) years form termination of the fiscal year set out above.
- 6. The UAB 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 of individual that is not specifically identified or described in the scope of work of this agreement.
- 7. The UAB representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member of employee of any

government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither UAB, 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 neither UAB, 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 UAB shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHERFOF, 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

UNIVERSITY OF ALABAMA AT BIRMINGHAM

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

#### AUG-11-2016-688

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Dasher Technologies, Inc. for annual maintenance in the amount of \$45,550.00.

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

# Jefferson County Commission Unusual Demands 8/11/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	100717	INTERNAL REVENUE SERVICE	PATIENT CENTERED OUTCOME RESEARCH FEE	11458.00	166806	5792
TOTAL	11458.00						

10001100	REVENUE	100193	JEFFERSON CO TREASURER	RET. TRAVEL- E. WOODIS-AUDIT 6/14/15 DOC#19-89118	5.85	165053	5510
10001100	REVENUE	100193	JEFFERSON CO TREASURER	RET TRAVEL-B. THOMPSON 1/9/16 TX BATCH 5512	9.25	165061	551
10001100	REVENUE	100193	JEFFERSON CO TREASURER	local mileage for auditors- for 0416, Batch #5618	148.50	165733	5618
10001100	REVENUE	100193	JEFFERSON CO TREASURER	mileage reimbursement 05/2016, Batch#5619	98.82	165734	5619
10001100	REVENUE	100193	JEFFERSON CO TREASURER	reimbursement for D. Lanier 061216-06162016	31.58	165984	5679
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMBURSEMENT POSTAGE FOR TITLE REM.	133.04	166129	5701
10001100	REVENUE	100193	JEFFERSON CO TREASURER	mileage reimbursement T. Hurst, C. Lewis, W. Stoude	125.28	166518	5755
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Mileage reimbursement C. Lewis & G. Osburn	159.84	166519	5756
TOTAL					712.16		
10002200	INFORMATION TECHNOLOGY	100193	JEFFERSON CO TREASURER	Office supplies - heavy duty stapler	44.37	166488	5748
10002200	INFORMATION TECHNOLOGY	102266	BHAM LARGE USERS GROUP	Butler membership dues to BLUG	400.00	166503	5751
TOTAL				•	444.37		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 8 - 80LB BAGS OF SAKRETE CONCRETE-G	31.92	166295	5716
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A CONTROL BOARD FOR GSOC	149.70	166299	5718
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED EQUIPMENT FOR COOLING TOWER	161.50	166457	5743
TOTAL					343.12		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LIEN RECORDING WARD/CLARK	32.00	164999	5501
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LIEN RECORDING HUBBELL WOOD MURPHY MCCO	64.00	165000	5501
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	SHELBY CO RECEIPT# 59B-20160623 130427	66.25	165001	5501
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	AUTO ZONE TRN 923671	29.99	165002	5501
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEE FOR 6 LEVIES TRNS#1608760	96.00	165783	5633
TOTAL					288.24		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	STAPLES SALE# 1566689	24.99	165784	5633
TOTAL					24.99		
10004800	STORMWATER MANAGEMENT	100193	IEFFERSON CO TREASURER	Petty Cash UDPC travel overage	12.64	165072	5515
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER	Petty Cash UDPC mileage	8.64	165103	5518
TOTAL	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	reny Cash ODFC mileage	21.28	103103	3316
10006010	HUMAN RESOURCES RECEIVER	103061	LORREN O OLIVER	REIMBURSEMENT FOR I/O PSYCHOLOGISTIOB	21,26		
10000010	HUMAN RESOURCES RECEIVER	103001	LORKEN O. OLIVER	ADVERTISING	400.00	166629	5763
TOTAL				ADVERTISING	400.00	100029	3 / 03
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	NAIL GUN FUEL, GAS, PART FOR BACK PACK SPRAYER	95.20	165864	5658
21305400	ROADS AND TRANS HWY ENG CONS		JEFFERSON CO TREASURER JEFFERSON CO TREASURER	CDL FEE FOR ROBBY EATON, GAS FOR NAIL GUN	77.96	166797	5791
	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CDL FEE FOR ROBBY EATON, GAS FOR NAIL GUN		100/9/	5/91
TOTAL	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL G. THOMPSON STEVEN KILGORE	173.16	1//22/	5722
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL G. THOMPSON STEVEN KILGORE	116.50	166326	3/22
TOTAL					116.50		
	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	DATE OF DEDUCED A COD A TRAIL FRANCES			5775
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	PALLET OF BERMUDA SOD, 2 TRAILER JACKS	380.00	166721	5115
60407230 TOTAL	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	PALLET OF BERMUDA SOD, 2 TRAILER JACKS	380.00 380.00	166721	3773
	PUMP STATIONS	100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD		166721 166970	5801
TOTAL					380.00		
TOTAL 60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD	380.00 68.35	166970	5801
TOTAL 60407240 60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD	380.00 68.35 220.00	166970	5801
TOTAL 60407240 60407240 TOTAL	PUMP STATIONS PUMP STATIONS	100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER	$\label{eq:water_calctape_lknuts_anvil_oil filters.} Water_{calctape_lknuts_anvil_oil filters.} Hyd \\ pump \ relay;$	380.00 68.35 220.00 588.35	166970 167136	5801 5808
TOTAL 60407240 60407240 TOTAL 60407250	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN	100193 100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY; ABSORBENT BOOM PETROLEIM	380.00 68.35 220.00 588.35 121.36	166970 167136 166781	5801 5808 5783
TOTAL 60407240 60407240 TOTAL 60407250	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN	100193 100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY; ABSORBENT BOOM PETROLEIM	380.00 68.35 220.00 588.35 121.36	166970 167136 166781	5801 5808 5783
TOTAL 60407240 60407240 TOTAL 60407250 60407250	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN	100193 100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY; ABSORBENT BOOM PETROLEIM	380.00 68.35 220.00 588.35 121.36 199.96	166970 167136 166781	5801 5808 5783
TOTAL 60407240 60407240 TOTAL 60407250 60407250	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN	100193 100193 100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER	WATER, CALC. TAPE; LK. NUTS; ANVIL; OIL FILTERS; HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK	380.00 68.35 220.00 588.35 121.36 199.96	166970 167136 166781 166792	5801 5808 5783 5787
TOTAL 60407240 60407240 TOTAL 60407250 60407250 TOTAL 60407253	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE	100193 100193 100193 100193	JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98	166970 167136 166781 166792	5801 5808 5783 5787
TOTAL 60407240 60407240 TOTAL 60407250 60407250 TOTAL 60407253 60407253	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE	100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00	166970 167136 166781 166792 166784 166793	5801 5808 5783 5787 5785 5788
TOTAL 60407240 60407240 TOTAL 60407250 60407250 TOTAL 60407253 60407253 60407253	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE	100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 20.00	166970 167136 166781 166792 166784 166793	5801 5808 5783 5787 5785 5788
TOTAL 60407240 60407240 707AL 60407250 60407250 707AL 60407253 60407253 60407253 707AL	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE	100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 20.00 72.98	166970 167136 166781 166792 166784 166793 166795	5801 5808 5783 5787 5785 5788 5789
TOTAL 60407240 60407240 60407240 TOTAL 60407250 60407250 TOTAL 60407253 60407253 TOTAL 60407301	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE CAHABA RIVER WWTP	100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON heat gun, silf fence, mattock and concrete	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 20.00 72.98 90.96	166970 167136 166781 166792 166793 166795	5801 5808 5783 5787 5785 5788 5789
TOTAL 60407240 60407240 60407240 TOTAL 60407250 60407250  TOTAL 60407253 60407253 TOTAL 60407301 60407301	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE CAHABA RIVER WWTP CAHABA RIVER WWTP	100193 100193 100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER, CALC. TAPE; LK. NUTS; ANVIL; OIL FILTERS; HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON heat gun, silt fence, muttock and concrete derrick brooks grade IV renewal	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 72.98 90.96 95.00	166970 167136 166781 166792 166793 166795 167175	5801 5808 5783 5787 5785 5788 5789 5815 5816
TOTAL 60407240 60407240 TOTAL 60407250 60407250 TOTAL 60407253 60407253 60407253 TOTAL 60407301 60407301	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE CAHABA RIVER WWTP CAHABA RIVER WWTP	100193 100193 100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER, CALC. TAPE; LK. NUTS; ANVIL; OIL FILTERS; HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON heat gun, silt fence, muttock and concrete derrick brooks grade IV renewal	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 20.00 72.98 99.96 95.00 115.78	166970 167136 166781 166792 166793 166795 167175	5801 5808 5783 5787 5785 5788 5789 5815 5816
TOTAL 60407240 60407240 60407250 60407250 60407250 TOTAL 60407253 60407253 70TAL 60407301 60407301 60407301 TOTAL	PUMP STATIONS PUMP STATIONS  SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE CAHABA RIVER WWTP CAHABA RIVER WWTP CAHABA RIVER WWTP	100193 100193 100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON  heat gun, silf fence, mattock and concrete derrick brooks grade IV renewal hardware and electrical parts, air permit postage	380.00 68.35 220.00 588.35 1821.36 199.96 321.32 32.98 20.00 20.00 72.98 90.96 95.00 115.78 301.74	166970 167136 166781 166792 166793 166795 167175 167176 167180	5801 5808 5783 5787 5785 5788 5789 5815 5816 5817
TOTAL 60407240 60407240 60407250 60407250 60407250 TOTAL 60407253 60407253 TOTAL 60407301 60407301 60407301 TOTAL 60407301	PUMP STATIONS PUMP STATIONS SEWER LINE MAINTENANCE ADMIN SEWER LINE MAINTENANCE ADMIN SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE SHADES LINE MAINTENANCE CAHABA RIVER WWTP CAHABA RIVER WWTP LEEDS WWTP	100193 100193 100193 100193 100193 100193 100193 100193 100193 100193	JEFFERSON CO TREASURER	WATER;CALC.TAPE;LK.NUTS;ANVIL;OIL FILTERS;HYD PUMP RELAY;  ABSORBENT BOOM PETROLEIM WADERS FOR CLEANING UP A CREEK  TIE DOWNS NEW CDL FOR JOYCE HARRIS CDL RENEWAL FOR N. MADISON heat gun, silf fence, mattock and concrete derrick brooks grade IV renewal hardware and electrical parts, air permit postage used personal vehicle to answer call out alarm	380.00 68.35 220.00 588.35 121.36 199.96 321.32 32.98 20.00 20.00 72.98 99.96 95.00 115.78 301.74 32.78	166970 167136 166781 166792 166784 166793 166795 167175 167176 167180	5801 5808 5783 5787 5785 5788 5789 5815 5816 5817
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70204500 EMERGENCY MANAGEMENT AGENCY 100193 JEFFERSON CO TREASURER EMA - PETTY CASH 7-28-16 \$134.99 134.99 167196 58.
TOTAL 134.99

\$ 17,198,13

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

#### AUG-11-2016-689

FOR WEEK OF 07/15/16 - 07/21/16

THERE WERE NO PURCHASING ITEMS TO REPORT.

FOR WEEK OF 07/22/16 – 07/28/16

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.

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

# AUG-11-2016-690

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 07/15/16 - 07/21/16 AND 07/22/16 - 07/28/16, BE AND HEREBY IS APPROVED.

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

# STAFF DEVELOPMENT

# MULTIPLE STAFF DEVELOPMENT

**Community and Economic Development** 

Derek Marshall Corleen Farley National Association of Job Training Assistance Biloxi, MS – September 24-28, 2016	1,448.22 1,446.74
INDIVIDUAL STAFF DEVELOPMENT Commissioner, District 5 Othell Phillips	229,50
AL Basic Economic Development Course Auburn, AL – July 11-15, 2016	227.30
Environmental Services	222.27
Matthew Alpaugh AWEA Planning Session Opelika, AL – September 11-12, 2016	222.27
Revenue Charliestean Lewis Overview of County Government Prattville, AL – July 13-14, 2016	175.00
FOR INFORMATION ONLY Emergency Management Agency James Coker ASCE/APWA Conference Perdido Beach, AL – July 21-22, 2016	215.19
Sheriff	1 00 6 00
Charles Buchannon Basic Crime Prevention Louisville, KY – September 18-24, 2016	1,806.00
Wendell Major Police Fleet Management Columbus, OH – August 21-26, 2016	1,916.07
John Michael Combined ChipOff and JTAG Forensic Course Largo, FL – September 5-16, 2016	9,312.88
Christopher Wilson Social Media and Drug Investigation Meridian, MS – August 3-5, 2016	127.50
Alan Herald	802.69

Valor Essentials, Office Safety Training Nashville, TN – August 15-18, 2016

Brian Allison 1,290.95

Southeastern Law Enforcement Exec Seminar Florence, AL – September 25-30, 2016

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

#### AUG-11-2016-691

# **BUDGET TRANSACTIONS**

A – Position Changes and / or Revenue Changes

N/A

B – Other Budget Transactions

N/A

C – For Information Only

(1) Emergency Management Agency

\$ 132.047.18

Increase revenue and expenditures to record funds received from the sale of EMA equipment in 2015 and 2016. Add Purchasing Memo to use funds to purchase 4 Ford Interceptor Vehicles.

No Additional Funds Required

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the following item be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

WHEREAS, the Jefferson County Commission has declared the County Central Laundry Facility and its contents to be surplus property; and

WHEREAS, the County Manager has been directed sell the property and its contents; and

WHEREAS, a contract has been received by a buyer in accordance with this directive;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSON, that pending successful completion of the contract review process, the Commission President is authorized to execute a contract for the sale of the Central Laundry with Crothall Laundry Services, Inc. in the amount of \$2,300,000.00, along with any subsequent non-material amendments, and after the appropriate due diligence, execute a deed in furtherance of the same.

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the following item be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

#### AUG-11-2016-693

WHEREAS, The Jefferson County Commission desires to enter into a through road agreement with the City of Clay.

NOW THEREFORE BE IT RESOLVED, that the Jefferson County Commission authorizes the President of the Jefferson County Commission to execute the through road agreement attached hereto as Exhibit A.

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

# AUG-11-2016-694

WHEREAS, United Cerebral Palsy of Greater Birmingham (hereinafter "UCP") operates a clinic in Jefferson County, Alabama, and provides specialized medical, dental and therapy services to indigent citizens of Jefferson County with cerebral palsy, spina bifida, head injury and other neuromotor disabilities; and

WHEREAS, the Jefferson County Commission, pursuant to the provisions of the County Indigent Fund statutes, desires to contract with UCP to address the growing need of access to health care by providing Indigent Care Funds to UCP for the treatment of the above-described medical, dental and therapy services of those eligible indigent citizens of the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission will enter into a contract with UCP to provide indigent care funds to UCP in an amount up to and not to exceed Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars annually for fiscal years 2016 and 2017. These funds must be utilized to provide medical treatment and services to those eligible indigent citizens of Jefferson County in compliance with the Indigent Care Fund statutes and all Orders, Resolutions and Ordinances of the Commission governing the Indigent Care Fund.

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

Thereupon the Commission	on Meeting was recessed.
The Commission Meeting was re-convened a deliberations at 8:30 A.M. T	
ATTEST:	President
Minute Clerk	