

STATE OF ALABAMA)

JEFFERSON COUNTY) April 7, 2016

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of March 17, 2016, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on April 5, 2016, and approved the following items to be placed on the April 7, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 .
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 14 and three additional items.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 9 and two additional items.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 8.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 13.

STEPPING UP INITIATIVE RESOLUTION

Stepping up Initiative to Reduce the Number of People with Mental Illnesses in Jails.

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses of those persons in jail are three to six times higher than that of the general public; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jail have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals, and their families; and

WHEREAS, Jefferson County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, Jefferson County has re-established its Mental Health Court, which has its goal to divert persons with diagnosed mental health issues from jail into various treatment regimens designed to keep certain clients out of unnecessary detainment and directed instead to treatment and addressing their mental health disease; and

WHEREAS, through the Stepping Up Initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation, are encouraging public private and nonprofit partners to reduce the number of people with mental illnesses in jails.

Signed at the Jefferson County Courthouse in Birmingham, Alabama on the 7th day of April, 2016.

James A. Stephens, President

Sandra Little Brown, President Pro Tempore

George Bowman, Commissioner
T. Joe Knight, Commissioner
David Carrington, Commissioner

Commissioner Brown was not in Commission Chambers for the Rezoning Hearing.

Apr-7-2016-257

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

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

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

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

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

Z-2016-005 Curtis Owen Vines and Belinda Woodman, owners; Curtis Owen Vines, applicant requests a change of zoning on Parcel ID# 32-30-0-000-005.001 in Section 30 Twp 18 South Range 6 West from Institutional-1 to A-1 (Agriculture) for compliance for a residence. (Case Only: 10831 Lock 17 Road, Adger, AL 35006)(SCRAP)(8.78 Acres MIL)

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2016-005 be approved. Voting "Aye" Carrington, Knight and Stephens

Z-2016-006 Central Baptist Church, Inc., owners; Jeffrey A. Holmes, agent requests a change of zoning on Parcel ID# 10-34-3-000-008.000 in Section 34 Twp 15 South Range 1 East from A-1 (Agriculture) to Institutional-1 for church expansion. (Case Only: 8722 Gadsden Highway, Trussville, AL 35173)(ARGO)(2.84 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2016-006 be approved. Voting "Aye" Knight, Bowman, Carrington and Stephens.

Z-2016-008 Local Trustees of the New Haven Church of God of Prophecy, owners; Don Stanton, agent requests a change of zoning on Parcel ID# 05-24-0-000-011.000 in Section 24 Twp 15 South Range 5 West from Institutional-1 to R-1 (Single Family) for compliance for a residence. (Case Only: 5100 Mill Creek Boulevard, Dora, AL 35062)(DORA)(5.5 Acres M/L)

Motion was made by Commissioner Bowman seconded by Commissioner Carrington that Z-2016-008 be approved. Voting "Aye" Bowman, Carrington, Knight and Stephens.

Z-2016-010 William E. and Nelda J. Lowery, owners request a change of zoning on Parcel ID# 31-17-4-000-017.002 in Section 17 Twp 18 South Range 5 West from I-1 (Light Industrial) with covenants to A-1 (Agriculture) for compliance for an accessory structure used for storage of personal property/equipment, not to be used for keeping livestock. (Case Only: 1570 Park Road, Bessemer, AL 35023)(ROCK CREEK)(0.93 Acres M/L)

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that Z-2016-010 be approved. Voting "Aye" Carrington, Bowman, Knight and Stephens.

Z-2016-007 Walter G. Crowe, owner requests a change of zoning on Parcel ID# 31-13-3-000-012.000 in Section 13 Twp 18 South

Range 5 West from C-1 (Commercial) to A-1 (Agriculture) for compliance for a residence and agricultural property. (Case Only: 900 Pinewood Avenue, Hueytown, AL 35023)(CONCORD)(5.95 Acres M/L)

Restrictive covenant: No mobile homes shall be placed on the property except for temporary emergency relief.

Motion was made by Commissioner Bowman seconded by Commissioner Knight that Z-2016-007 be approved subject to filing of covenants. Voting "Aye" Bowman, Knight, Carrington and Stephens.

Z-2016-009 K. Miller Properties, LLC, owners; John Coleman, agent requests a change of zoning on Parcel ID# 13-33-2-000-009.000 in Section 33 Twp 16 South Range 2 West from 1-4 (Industrial Park) to 1-1 (Light Industrial) for a pipe distribution and supply company with outdoor storage. (Case Only: 1000 Pine Hill Road, Birmingham, AL 35217)(PINSON VALLEY)(5.7 Acres M/L)

Restrictive covenants: 1. There shall be no storage in the 100-year Floodplain or Floodway; and, There shall be emergency access only to Murphree Road unless Murphree Road is brought up to County standards as determined by the Department of Roads and Transportation.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2016-009 be approved subject to filing of covenants. Voting "Aye" Bowman, Knight, Carrington and Stephens.

Apr-7-2016-258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, and Thermo Scientific to provide annual preventive maintenance for the tissue processor for the period June 1, 2016 - May 31, 2017 in an amount not to exceed \$7,954.

CONTRACT NO.: 00005024

Contract Amendment No. III

This Amendment to Contract entered into the 11th day of June, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Thermo Scientific hereinafter referred to as the "Contractor" for annual preventive maintenance agreement for the tissue processor in the lab.

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. 00005024, with Amendment 11 between the parties referenced above, approved by the Commission on February 19, 2015, recorded in MB, 167 Page (s) 522-523.

Amend the term of the contract to June 1, 2016 through May 31, 2017.

Compensation shall not exceed \$7,954 (quote attached)

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

JEFFERSON COUNTY COMMISSION:

James A. "Jimmie" Stephens, President

THERMO SCIENTIFIC:

_____, Authorized Representative

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

Apr-7-2016-259

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Birmingham Board of Education for Oxmoor Valley Elementary School to assist in the purchase of instructional resources for the school in the amount of \$750.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Birmingham Board of Education ("Birmingham BOE"), applied for a grant of funds for \$750.00; and

WHEREAS, Birmingham BOE is a tax exempt non-profit educational institution which seeks to assist Oxmoor Valley Elementary School with implementing a robotics program by assisting in the purchase of instructional resources for the school; and

WHEREAS, Birmingham BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$750.00 to Birmingham BOE, 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 March 30, 2017.
2. The County shall pay to Birmingham BOE a lump sum payment of \$750.00 upon execution of this agreement.
3. Birmingham BOE shall use the public funds to assist Oxmoor Valley Elementary School with implementing a robotics program by assisting in the purchase of instructional resources for the school.

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

4. Birmingham BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 30, 2017, whichever shall occur first.

5. Birmingham BOE 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 Birmingham BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Birmingham BOE 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 Birmingham BOE 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 Birmingham BOE, 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 Birmingham BOE 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

BIRMINGHAM BOARD OF EDUCATION FOR OXMOOR VALLEY ELEMENTARY SCHOOL

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

Apr-7-2016-260

WHEREAS, the Jefferson County Commission previously appointed a committee to make recommendations regarding the fate of the

two murals in the lobby of the downtown courthouse; and

WHEREAS, the committee has not yet reached a decision regarding its recommendations; and

WHEREAS, in the meantime, the committee wishes to inform visitors to the courthouse of the history and context of the murals and of the committee's ongoing evaluation; and

WHEREAS, the committee has drafted an "In Progress..." notice to accomplish the same and wishes to post it in the courthouse lobby.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the committee is hereby authorized to post its "In Progress..." notice in the lobby of the courthouse.

"IN PROGRESS..."

The murals you see here in the lobby of the Jefferson County Courthouse were installed in 1931 during the construction of the courthouse. They were painted by artist John W. Norton (1876-1934), of Chicago, whose extensive body of work also included murals for the Chicago Board of Trade Building, the city hall in St. Paul, Minnesota, and Beloit College, in Wisconsin.

These 17 ½ft by 8ft murals here — titled "Old South" and "New South" — were created during the Jim Crow era of race relations in Birmingham and Jefferson County. Rightly, they have become controversial for their depictions of black citizens and their glorification of the social order that prevailed here at the time. Certainly, these murals do not reflect the progress — racial, economic, cultural — that has taken place in this community over the course of the 85 years since they were commissioned and installed.

With this in mind, the Jefferson County Commission has appointed a committee of citizens from throughout the county to determine the fate of the murals and make recommendations for implementing their decision. Working from the premise that this lobby will not remain "as is," the committee is considering several options to accomplish the goal of acknowledging the history of Birmingham and Jefferson County, honoring the progress that has been made to date, and expressing our community's aspirations for the future.

The mural committee will make its recommendations soon. Our progress will continue.

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

Apr-7-2016-261

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute an amendment to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Warrior Storm Shelter Project. This Amendment #2 extends the existing contract for 100 days due to a delay in getting the Jefferson County Health Department to approve the onsite septic system. There is no cost associated with the amendment and the new completion date is May 1, 2016.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architecture, Inc, hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be March 27, 2014.

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 March 27, 2014, in Minute Book 166, Page 158, as amended in Minute Book 169, Pages 118 - 119, on May 2, 2015, is hereby amended as follows:

The purpose of Amendment #2 is to extend the time of the contract with Jefferson County Commission and Thompson Architecture, Inc. for the Warrior Storm Shelter-Trafford Road. The amendment #2 shall amend the time for the agreement an additional 100 days at no additional cost. The amended completion date was January 22, 2016. The new completion date shall be May 1, 2016. All other terms and conditions of the modified contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

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

Apr-7-2016-262

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification for Amendment #2 to the agreement between Jefferson County, Alabama and Wombwell Appraisal Service. The purpose of Amendment #2 is to extend the contract from December 31, 2015 to December 31, 2016. There are no additional costs associated with this modification. All other terms and conditions shall remain the same.

AMENDMENT TO CONTRACT #2

This is an Amendment to the contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "County", and Wombwell Appraisal Group, hereinafter called "Contractor" for grant allocation PY10/FY15. The effective date of this agreement was October 9, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contact;

WHEREAS, the Contractor desires to amend the contract; and

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 October 9, 2014, in Minute Book 167, Pages 140-142, and amended on September 24, 2015, in Minute Book 168, Page 546, is hereby amended as follows:

The purpose of this modification is to extend the term of the contract from December 31, 2015 to December 31, 2016, for the contractor to provide real estate appraisal services for the benefit of the county. To extend the term of the contract for any additional appraised property associated with the CDBG-DR program at the cost of \$1,590 for each Fee Simple Narrative Package. All other terms and conditions shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

WOMBWELL APPRAISAL GROUP

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

Apr-7-2016-263

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Syms Contractors, Inc., Warrior Storm Shelter Project. This Amendment #2 and Change order #2 extend the existing contract for 82 days due to a delay in getting the Jefferson County Health Department to approve the onsite septic system. There is no cost associated with the amendment and the new completion date is May 1, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Syms Contractors, Inc., hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be February 5, 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 5, 2015 in Minute Book 167, Page 495, amended January 21, 2016, in Minute 169, Page 247-248, is hereby amended as follows:

The purpose of Amendment #2 is extend the contract 82 days for the Warrior Storm Shelter Project. The cost associated with this amendment shall be 0. Amendment #1 previously extended the contract to February 9, 2016. The new completion date shall be May 1, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Jarrold Sims, President

Change Order

Jefferson County, Alabama

Office of Community and Economic Development

Project Name: Warrior Trafford Road Storm Shelter

Project No.:

Order No.: 2

Date:

The following change(s) is (are) hereby made to the contract by and between Jefferson County, Alabama and Syms Contractors, Inc. dated February 5, 2015.

<u>Bid Item</u>	<u>Description of Changes</u>	<u>Change in Contract Amount</u>
Construction	Extend current deadline for Construction completion from February 9, 2016 to May 1, 2016.	\$0.00
	Net Change per this Order	\$0.00
	Prior Contract Amount	\$902,997.20
	Revised Contract Amount	\$902,997.20
	Net Change in Time per this Order	82 days
	Prior Construction Duration	220 days
	Revised Construction Duration	302 days

The new completion date shall be May 1, 2016. All work performed under this change shall be in accordance with contract requirements except as modified by this order.

Accepted by _____, Contractor

Attest

Recommended by Robert N. Thompson, Architect

Attest

Approved by James A. Stephens, President - Jefferson County Commission

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

Apr-7-2016-264

WHEREAS, the Jefferson County Commission approved a resolution on April 23, 2015 in Minute Book 168, Page 63 authorizing an Agreement between Jefferson County, Alabama and Forestry Environmental Services, Inc. for the Concord Drainage Improvements Project (CDBG-DR-13-031-U03-CDI); and

WHEREAS, said agreement was amended on November 5, 2015, in Minute Book 169, Page 34.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment #2/Change Order #2 to increase the contract period to April 1, 2016; modify the scope of work to include changes required by Roads and Transportation and reduce the contract amount by \$28,625.69 for line items not used in the contract. The changes are related to the Concord Highland Drive and Gay Road construction work. This project is funded with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter called "the County," and Forestry Environmental Services, Inc. hereinafter called "the Contractor" to provide construction services for the Concord Drainage Improvements Project (CDBG-DR-13-031-U03-CDI). The effective date of this agreement shall be April 23, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract; and

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 April 23, 2015, in Minute Book 168, Page 63, and amended on November 5, 2015, in Minute Book 169, Page 34 is hereby amended as follows:

1. Increase the contract time to April 1, 2016;
2. Modify the scope of work to include changes required by the Department of Roads and Transportation; and
3. Reduce the contract amount for items not used in the contract. There will be a reduction of \$28,625.69 (see the attached change order form).

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Mark Lawrence, President

Forestry Environmental Services, Inc.

Change Order

Jefferson County, Alabama

Office of Community and Economic Development

Project Name: Concord Drainage Improvements

Project No.: CDBG-DR-13-031-U03-CDI

Order No.: 2

Date: 2-10-16

The following changes are hereby made to the contract by and between Jefferson County, Alabama and Forestry Environmental Services, Inc. dated April 23, 2015

Bid Item	Description of Changes	Change in Contract Amount
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See attachment.

Note: Change order is for changing four inlet tops from AIDOT typical Yard Inlets to flush grate inlets.

Roads and Transportation are requiring three the changes due to safety concerns. The fourth change is due to restriction of property owner's access to their shop door. The construction cost \$1,875.00 per Inlet for the correction. \$7500.00. See attached spread sheets for items not used in contract.

Time Extension-	60 Days	Original Contract	January 1, 2016
		New Contract	April 1, 2016
Net Change per this Order			-\$28,625.69
Prior Contract Amount			\$1,067,215.82
Revised Contract Amount			\$1,038,590.13

All work performed under this change shall be in accordance with contract requirements except as modified by this order.

Accepted by _____ Attest

Forestry Environmental Services, Inc.

Recommended by _____, Sentell Engineering, Inc. Attest

Approved by James A. Stephens, President - Jefferson County Commission Attest

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

Apr-7-2016-265

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized to execute a Commercial Real Estate Purchase Agreement between Jefferson County, Alabama and Clarence Wrencher for the purchase of his property, located at 3010 Crest Oval Mountain Road, Bessemer, AL 35023, in the amount of \$1,413.00. This purchase is required so that a larger water pump can be installed to complete the CDBG West Highland Water Project.

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement") made and entered into as of this ____ day of January, 2016, by and between Jefferson County, Alabama, a body politic, ("Purchaser") and Clarence Wrencher, an individual ("Seller").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase from the Seller and the Seller desires to sell to the Purchaser real property located in

Jefferson County, Alabama in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE ONE

PROPERTY TO BE SOLD

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy (subject to the conditions and provisions set forth in the Agreement) from Seller all that certain parcel of land owned by the Seller, situated in the County of Jefferson, State of Alabama, having an address of 3010 Crest Oval Mountain Road, Bessemer, Alabama ,35023 and more specifically described on Exhibit "A" attached hereto, together with all tenements, hereditaments, improvements, appurtenances, rights, easements, and rights of way incident thereto ("Property").

ARTICLE TWO

PURCHASE PRICE; SELLER FINANCING

The purchase price to be paid by Purchaser to Seller in the event a Closing occurs pursuant to this Agreement for all the Property shall be One Thousand Four Hundred Thirteen and No/100 Dollars (\$1,413.00) (the "Purchase Price").

ARTICLE THREE

EVIDENCE OF TITLE, SURVEY AND CLOSING

Section 3.1 Title Insurance. Purchaser shall, at its expense, obtain a commitment (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy"), on the standard form of Owner's policy

Section 3.2 Survey. In addition, Purchaser has the right to obtain an existing survey of the Property (the "Survey"), duly prepared and certified by a registered land surveyor duly licensed in the State of Alabama selected by Purchaser.

Section 3.3 Closing Date. The consummation of the purchase and sale herein contemplated (such consummation being herein referred to as the "Closing", and that date thereof being referred to as the "Closing Date") shall take place on such date as mutually agreed to by the parties but in no event later than March 10, 2016. However, neither party shall be obligated to consummate the purchase and sale herein contemplated unless all conditions of the obligations of such party to consummate such purchase and sale have been satisfied or waived.

ARTICLE FOUR

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to and is relied upon by Purchaser. Seller represents warrants and covenants as follows:

Section 4.1 Status of Seller. Seller has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement.

Section 4.2 Property. Seller is the sole owner of good, fee simple title to all the Property free and clear of all liens, claims, options, encumbrances, encroachments, rights of way, easements, covenants, conditions, leases or restrictions except for those matters which are approved in writing by Purchaser.

Section 4.3 Zoning and Use. Seller has received no notice and has no knowledge of any violations of any rule, regulations, code, resolution, ordinance, statute or law of any government, governmental maintenance, operation, or condition of the Property, or any part thereof. Zoning currently permits office usage. Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said property, or any part thereof. Said property has full and free access to and from public highways, streets, or roads, and, to the best knowledge and belief of Seller; there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

Section 4.4 No Mechanic's Liens; No Indebtedness. No labor has been performed or material furnished for the Property for which the Seller has not heretofore fully paid, or for which a Mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity. There is no unpaid indebtedness on the Property, liens or encumbrances that will not be satisfied in full at Closing.

Section 4.5 No Condemnation Proceedings; Roadways. There are no condemnation or eminent domain proceedings or assessments pending or threatened against the Property or any part thereof and Seller has received no notice, oral or written, of any desire of public authority or other entity to assess, take or use the Property or any part thereof. Seller is not aware that any such proceeds or assessment is or has been contemplated by any governmental authority.

Section 4.6 No Environmental Violations. Seller warrants that the Property has not been used for the storage or disposal of hazardous waste or materials, and that the Property is in compliance with all federal, state, local law and regulations relating to pollution control and environmental contamination. Seller is not aware of any hazardous substances that affect the Property nor is Seller aware of any violations of environmental laws.

Section 4.7 No Defaults. Neither the execution nor delivery of this Agreement nor the consummations of the transactions contemplated hereby will:

(i) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument of which seller, or any predecessor of Seller, is a party; or (ii) Violate any restriction to which Seller, or any predecessor of Seller,

is subject.

ARTICLE FIVE

CONSUMMATION OF SALE AND CONDITIONS TO CLOSING

The Closing shall be consummated as follows:

Section 5.1 Seller's Deliveries & Preliminary Conditions to Purchaser's Obligations.

Seller shall deliver to Purchaser at the Closing the following documents dated the Closing date, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

(a) Statutory Warranty Deed. A statutory warranty deed in the form and substance reasonably satisfactory to Purchaser, conveying to Purchaser good, fee simple, title to the Property with the legal description provided in the Title Commitment, subject only to the Permitted Encumbrances;

(sic) (c) Title Affidavits; Bring Down Certificate. Any and all title affidavits and other related documentation reasonably requested by the Title Company; and a certificated executed at Closing acknowledging that all representations and warranties made by Seller under this Agreement are still true and correct as of the Closing.

(d) Foreign Person Affidavit. An affidavit, under penalty of perjury, stating that Seller is not a "foreign person" (as defined under the Foreign Investment in Real Property Tax Act and the regulations promulgated thereunder), and that Purchaser is not required to withhold any portion of the Purchase price under the provisions of such Act; and

(e) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent, and the payment of required funds owed by Seller pursuant to the terms of this Agreement.

Section 5.2 Purchaser's Deliveries. At the Closing and after Seller has duly complied with the provisions of Section 5.1, and if the conditions contained in Section 5.2 and elsewhere in this Agreement have been satisfied, Purchaser shall:

(a) Purchase Price to be Paid in Cash at Closing. Pay to Seller at Closing the Purchase Price less the Earnest Money representing the Purchase Price to be paid at Closing;

(b) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent, and the payment of required funds owed by Purchaser pursuant to the terms of this Agreement.

Section 5.3 Closing Fees. Purchaser shall pay all closing costs and settlement fees of The Parker Law Firm, (the "Closing Agent") in connection with the Closing including, but not limited to, closing fees, title fees, state documentary transfer fees and taxes imposed on or in connection with the transaction contemplated in this Agreement.

Section 5.4 Real Estate Commission. Both parties hereby acknowledge that there are no real estate brokers or agents involved in this transaction or representing either party. Each party hereby indemnifies the other from any claims of any real estate agents or brokers with respect to this transaction.

Section 5.5 Cost of the Parties. All costs or expenses of performance of obligations hereunder and the consummation of the transactions contemplated herein which have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

ARTICLE SIX

PRORATED ASSESSMENTS AND TAXES

All ad valorem taxes for the tax year in which the Closing occurs shall be prorated at and as of the Closing. Such proration of current ad valorem taxes shall be based on the most recent tax bill. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not obtainable the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill.

ARTICLE SEVEN

DEFAULT; REMEDIES ON DEFAULT

Section 7.1. Seller's Default; Purchaser's Remedies. If Seller has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Purchaser may maintain an action for damages or a suit for specific performance or any other remedies to which Purchaser may be entitled to at law.

Section 7.2. Purchaser's Default; Seller's Remedies. If Purchaser has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Seller may maintain an action for damages or any other remedies to which Seller may be entitled to at law.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement; Counterpart Execution. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This Agreement may be executed in Counterparts, each of which shall be deemed an original and together constitute one instrument.

Section 8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns. Purchaser shall have the right to assign this Agreement with the prior written consent of Seller, which consent shall not be unreasonably withheld.

Section 8.3 Waiver; Modification. Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of either party's rights to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit or any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the Parties.

Section 8.4 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Section 8.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama.

Section 8.6 Article Headings. The article headings as used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any Article.

Section 8.7 Cumulative Remedies. Each and every of the rights, benefits, and remedies provided to Purchaser by this Agreement, or any instrument or documents executed pursuant to this agreement, are cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller. From and after Closing each and every of the rights, benefits and remedies provided to Seller by this Agreement, or any other documents or agreements delivered at, or in connection with, the Closing are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller.

Section 8.8 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 8.9 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 8.10 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the Closing of the transactions contemplated hereby, shall survive the Closing and shall not be merged therein.

Section 8.11 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid:

(a) If to Seller: Jefferson County, Alabama

Office of Community and Economic Development
Attn: Dr. Frederick Hamilton
716 Richard Arrington, Jr. Blvd. North
Suite A-430
Birmingham, Alabama 35203

or to such other address as may have been furnished to Purchaser in writing by Seller.

(b) If to Purchaser: Clarence Wrencher
3060 Brook Highland Drive
Birmingham, Alabama 35242

or to such other address as may have been furnished to Seller in writing by Purchaser.

Any such notice, request, consent or other communication shall be deemed to be sufficiently given or served for all purchases when presented personally or by confirmed facsimile or delivered by express mail service or three (3) days after sent by registered or certified mail to any party hereto at the address set forth above or at such other address as any party shall subsequently designate in writing.

Section 8.12 Approval by Jefferson County Commission. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligations herein are subject to the approval of the Jefferson County Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:
JEFFERSON COUNTY, ALABAMA, a body politic
James A. Stephens, Commission President
Witness

SELLER:
Clarence Wrencher
Witness

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

Apr-7-2016-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Sentell Engineering Inc., for engineering services associated with the Fultondale Storm Shelter (PF-B-12_4). The fee for these services shall not exceed Ninety Eight Thousand and Two Hundred and Fifteen and 00/100 Dollars (\$98,215.00), and will be paid for in full with CDBG-DR federal funds. This project is from the Program Year 2012 funds.

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

Apr-7-2016-267

WHEREAS, it is necessary to revise WIA Grant Agreement 53-B to incorporate incentive funds in addition to the original allocation. WHEREAS, the amended total allocation is \$3,505,586.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the modification of WIA funds as reflected on WIA Plan 53-B.

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

Apr-7-2016-268

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION does hereby proclaim April, 2016 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

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

Apr-7-2016-269

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Concord Storm Shelter Project, such bids having been opened on March 24, 2016, and listed as follows:

<u>Contractor</u>	<u>Bid Amount</u>	<u>Alternate 1</u>	<u>Total</u>
RDT Enterprises, LLC	\$789,000.00	(\$3,477.00)	\$785,523.00
K& A Builders, Inc.	\$788,800.00	(\$1,000.00)	\$787,800.00
Coston General Contractors, Inc.	\$798,034.00	(\$5,000.00)	\$793,034.00
Psalms Construction	\$819,000.00	(\$5,000.00)	\$814,000.00
Douglas Built, LLC	\$949,687.00	(\$5,000.00)	\$944,687.00
Syms Contractors	\$985,645.00	(\$5,121.00)	\$980,524.00
Metro D Construction	\$988,959.00	(\$3,100.00)	\$985,859.00

WHEREAS, after tabulation by NHB Group, LLC and consideration by the Jefferson County Office of Human-Community Services & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, RDT Enterprises, LLC for the total bid amount of \$785,523.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is

authorized, empowered and directed to award and execute an agreement for the construction of the Concord Storm Shelter Project to RDT Enterprises, LLC for the bid amount of Seven Hundred Eighty Five Thousand Five Hundred Twenty Three and no/100 Dollars (\$785,523.00). This project will be paid for with FEMA and federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

Apr-7-2016-270

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the McAdory Community Storm Shelter Project, such bids having been opened on March 15, 2016, and listed as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Syms Contractors, Inc.	\$927,777.00
Coston General Contractors, Inc.	\$944,411.00
Psalms Construction	\$1,010,831.37
The Pennington Group, Inc.	\$1,055,280.00
K&A Builders, Inc.	\$1,136,246.50
Douglas Built LLC	\$1,233,663.00

WHEREAS, after tabulation by Engineering Service Associates and consideration by the Jefferson County Office of Human-Community Services & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors, Inc. for the total bid amount of \$927,777.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to award and execute an agreement for the construction of the McAdory Community Storm Shelter Project to Syms Contractors, Inc. for the bid amount of Nine Hundred Twenty Seven Thousand Seven Hundred Seventy Seven and no/100 Dollars (\$927,777.00). This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

Apr-7-2016-271

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Adger Storm Shelter Project, such bids having been opened on March 24, 2016, and listed as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Coston General Contractors, Inc.	\$797,890.00
RDT Enterprises LLC	\$918,000.00
Syms Contractors, Inc.	\$923,888.00
K&A Builders, Inc.	\$1,008,000.00
Bennett Building Inc.	\$1,100,000.00

WHEREAS, after tabulation by Sentell Engineering, Inc. and consideration by the Jefferson County Office of Human-Community Services & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Coston General Contractors, Inc. for the total bid amount of \$797,890.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Adger Storm Shelter Project to Coston General Contractors, Inc. for the bid amount of Seven Hundred Ninety Seven Thousand Eight Hundred Ninety and no/100 Dollars (\$797,890.00). This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

AMENDING COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Statement of Objectives and Projected Use of Funds for the Program Years 2011 through 2015 of its Five-Year Consolidated Plans and One-Year Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations.

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

1. The Jefferson County Community Development Programs One-Year Action Plans for the years 2011 through 2015, is hereby amended as said above; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for Community Development programs.

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

Whereas, the Workforce Innovation and Opportunity Act was signed into law on July 22, 2014; and

Whereas, the Workforce Innovation and Opportunity Act replaces the Workforce Investment Act of 1998; and

Whereas, Jefferson County was designated, by the Governor, as a Local Workforce Development Area on February 24, 2106; and

Whereas, each local workforce development area must establish a Local Workforce Development Board pursuant to Section 107 of the Workforce Innovation and Opportunity Act; and

Whereas, each local area must submit the names of individuals for certification by the Governor as Local Workforce Development Board Members; and

Whereas, the Chief Elected Official in a local area is authorized to appoint the members of the local board for certification by the Governor; and

Whereas, each member of the Jefferson County Workforce Development Board will serve terms as specified by the Chief Elected Official; and

Whereas, the Jefferson County Workforce Development Board shall perform duties specified in Section 107 of the Workforce Innovation and Opportunity Act'

Now be it resolved, that the Jefferson County Commission hereby appoints the following individuals to the Board of Directors of the Jefferson County Workforce Development Board.

Proposed Local Board Members

Business: WIOA Section 107(b)(2)(A)- a majority of the members shall be representatives of business in the local area must include (i) owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority; (ii) representatives of business, including small businesses, or organizations; (iii) appointed from among individuals nominated by local business organizations and business trade associations. Please identify the local chairperson in the first blank with the asterisk.

	<u>Name</u>	<u>Title</u>	<u>Entity</u>	<u>Appointment Date</u>	<u>Term End Date</u>
1	John Beard	Chairman & President	Alacare Home Health & Hospice		3 Years
2	Lynn Battle	Vice President	Phoenix Development		3 Years
3	Willie Chriesman	Chief Executive Officer	Chriesman & Associates		3 Years
4	Bobby Tom Crowe	President	RT Crowe & Associates		3 Years

5	Dr. Thomas Ellison	Executive Director	Project H.E.L.P. USA	3 Years
6	Nolanda Hatcher-Bearden	Managing Partner	Studio 2H Design, LLC	3 Years
7	Flora Hollis-Williams	Human Resources Manager	Sterilite Corporation	3 Years
8	Melva Tate	President	Tate & Associates	3 Years
9	Walter Turner	Director	School Transportation Solutions	3 Years
10	L'Tryce Slade		Slade Environmental & Consulting	3 Years
11	Jarrold Sims	President & CEO	SYMS Contractors, Inc.	3 Years
12	Kay Reed	President	Associated Builders and Contractors, Inc.	3 Years
13	John Hackett	General Manager	Kamtek Inc.	3 Years
14	Frank Topping			3 Years
15	Ronnelle Stewart	Chief HR Officer	Brookwood Medical	3 Years
16	Wanda Hendrix	Group HR Director	McWane, Inc.	3 Years
17	Ted VonCannon	Executive Director	Jefferson County Development Authority	3 Years
18	Rich Metcalf	Plant Director	Gestamp Alabama, Inc.	3 years

WIOA Section 107(b)(2)(B)- Not less than 20 percent of the members must be representatives of workforce within the local area that include: (i) representatives from labor organizations who have been nominated by local labor federations; (ii) a member from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area; and may include: (iii) representatives from community based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and (iv) representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth.

	<u>Name</u>	<u>Title</u>	<u>Entity</u>	<u>Appointment Date</u>	<u>Term End Date</u>
1	Donnie Stanley	President	Alabama State Building Trades		5 Years
2	Tim Simmons	Business Manager	Boilermakers Local 108		5 Years
3	Matthew Dudley	Training Director	Birmingham Electrical JATC		5 Years
4	Mary Allbritten	Project Director	Alabama AFL-CIO Labor Institute for Training		5 Years
5	Juvenel Levros	Director	Job Corps - Gadsden		5 Years
6	John Stamps	Director of Operations	Salvation Army		5 Years

Education and Training Providers: WIOA Section 117(b)(2)(C)- each local board shall include representatives of entities administering education and training activities in the local area must include (i) a representative of eligible providers administering Title II adult education and literacy activities; (ii) a representative of institutions of higher education providing workforce investment activities; and may include (iii) representatives of local educational agencies, and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

	<u>Name</u>	<u>Title</u>	<u>Entity</u>	<u>Appointment Date</u>	<u>Term End Date</u>
1	Dr. Perry Ward	President	Lawson State Community College		5 Years
2	Keith Brown	Interim President	Jefferson State Community College		5 Years
3	David Higgins	Executive Director	Easter Seals Birmingham Area		5 Years

Governmental, Economic, and Community Development: W10A Section 107(b)(2)(D) and (E)- each local board shall include representatives of governmental, economic, community development entities serving the local area must include (I) a representative of economic and community development entities; (ii) a representative from the State employment service office under the Wagner-Peyser Act; (iii) a representative of the Vocational Rehabilitation program; and may include (iv) representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; (v) representatives of philanthropic organizations serving the local area; and (E) individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

	<u>Name</u>	<u>Title</u>	<u>Entity</u>	<u>Appointment Date</u>	<u>Term End Date</u>
1	Frederick Hamilton	Director	Jefferson County Community Services & Economic Development		5 Years
2	Yvette Fields	Manager	Birmingham Career Center		5 Years
3	Yolanda Spencer	Supervisor	Vocational Rehabilitation Service		5 Years
4.	Jacqueline White	Manager-JOB S Program	Department of Human Resources		5 Years

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

Apr-7-2016-274

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, Revision #1 increases Title III program funding by \$1,714,106 over all programs, amending the award to a total Title III NGA for the period 10/1/2015 - 9/30/2016 to \$2,089,258.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Revision #1 to the Title III of the Older Americans Act of 1965 NGA and General Conditions.

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

Apr-7-2016-275

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of John T. Norman to serve on the Jefferson County Intellectual and Developmental Disabilities Authority, Inc. Board of Directors, filling the unexpired term held by Chuck Whitley for the term ending August 2018, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works Board to install 580' of 8" water main and 2 fire hydrants at Walker Chapel Road and Main Street in Fultondale.
2. Cullman/Jefferson Gas to install 650' of 2" gas main on Omaha Drive in Pawnee.

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

Apr-7-2016-276

A RESOLUTION AUTHORIZING AN EXPANSION IN THE COUNTY FLEET BY PROVIDING FORTY (40) ADDITIONAL UNITS FOR USE OF AND/OR BY THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT TO ACCOMMODATE THE FORTY (40) DEPUTIES THAT ARE BEING ASSIGNED TO PATROL DETAIL

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Sheriff's Department within Jefferson County, and

WHEREAS, the Jefferson County Sheriff's Department is requesting that forty (40) vehicles be used by the department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Jefferson County's Sheriff's Department be increased by the requested forty units (40) and the Fleet Manager be and hereby is authorized to include these units as part of that department's fleet.

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

Apr-7-2016-277

WHEREAS, the Jefferson County Commission is committed to improving local transportation infrastructure for its citizens; and WHEREAS, Change Request Number 1 for the 2015 Resurfacing Project, Phase 2 - Project Number JCP-15-02 - has been submitted

for review by the Jefferson County Personnel Board; and

WHEREAS, Item A of the Change Order consists of an additional half mile of paving that will require approval by the Jefferson County Personnel Board; and

WHEREAS, Item B of the Change Order is a request for additional materials for overruns to add funding to the original contract for the actual quantities of pay items used during the implementation of the originally contracted mileage due to actual conditions; and

WHEREAS, Dunn Construction Company, the contractor, is actively working and Commission action is necessary.

BE IT RESOLVED that the Jefferson County Commission wishes to approve Item B and allow the project to move forward; and they wish the contractor to move forward on Item A provided the Personnel Board rules favorably on Item A. The Change Request Number 1 shall be placed on the next Commission agenda, with the total of Item A and B in an amount not to exceed \$346,912.38.

ADOPTED AND APPROVED by the Jefferson County Commission, Alabama, this 7th of April, 2016.

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

James A. Stephens, President, Jefferson County Commission

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

Apr-7-2016-278

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Old Dixiana Road ¼ mile south of Bradford Road in order to remove a collapsed corrugated metal drainage culvert and replace it with a reinforced concrete culvert beginning Monday, April 11 through Tuesday, April 12, 2016.

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

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

Apr-7-2016-279

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

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF LEEDS, ALABAMA
REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

1. County Road 96 (also known as/aka Floyd Bradford Road, Lovick Road)
2. Rex Lake Road

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

Notice:

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

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

The City's designated Administrator shall be the following:

Director of Street Department

County's Responsibilities:

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

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

There are no bridges maintained by Jefferson County within this municipality.

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

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

City's Responsibilities:

The City shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.
2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure.

If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.
4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.
5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.
6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item I - Traffic Control.
7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.
8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)
9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

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

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

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

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

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

JEFFERSON COUNTY COMMISSION

CITY OF LEEDS

James A. Stephens, President

David Miller, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and CH2M Hill Engineers, Inc., in the requested amount of \$620,000.00 to provide for engineering design services for the Shades Valley Transfer Rehabilitation Phase II and Phase III .

Shades Valley Transfer Rehabilitation Phase II and Phase III

This AGREEMENT made this day of , 2015, by and between Jefferson County Environmental Services Department, Jefferson County (COUNTY) in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, Inc, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide design, bidding and construction services for the Shades Valley Transfer Phase II and III Project (PROJECT).

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

Background

The Shades Valley Transfer (SVT) is a large diameter (54 to 72-inch), unlined reinforced concrete pipe (RCP) that generally serves the communities of Irondale, West Bessemer, Mountain Brook, Homewood and portions of Birmingham. The SVT has an approximate total length of 18 miles and conveys wastewater to the Valley Creek Wastewater Treatment Plant. The gravity main was completed in 1986.

In 2009, a condition assessment was performed on the SVT by Tetra Tech, Inc. as part of a project to assess the main's structural integrity, address ongoing corrosion and improve the hydraulic performance. The work performed by Tetra Tech identified a series of segments that are severely degraded by hydrogen sulfide (H₂S)-induced corrosion and requiring rehabilitation or replacement. One 6,100 linear foot segment within the City of Bessemer was rehabilitated as part of the Shades Transfer Rehabilitation Phase I Project by lining with cured-in-place pipe (CIPP) in 2012.

A review of the data collected by Tetra Tech along with the videos from their work indicates that "Group D" is in poor condition with exposure of steel reinforcement, failed gaskets and other issues that have compromised the integrity of the pipe. "Group E" which is the segment that receives flow from the Bluff Park Tunnel was also identified as being in poor condition. Several other non-contiguous segments were also identified as needing rehabilitation.

This Project provides for development of contract documents for the rehabilitation of Group D (Shades Valley Transfer Rehabilitation Phase II) as part of one package to be bid in 2016 and Group E (Shades Valley Transfer Phase III) as part of a separate package to be bid in 2017. Group E may include additional short, independent (non-contingent) segments along the SVT identified within the Tetra Tech report and/or identified as part of the ongoing condition assessment work being performed by the ESD. The intent of this work will be to maximize the length of the SVT rehabilitated within the budget established by the ESD for 2016 and 2017.

It is understood that the priority and/or order of these project may change based upon (1) the ongoing condition assessment work being performed by Hazen & Sawyer (H&S) as part of the Asset Management Program and/or (2) available construction budget. Suggested segments for inspection along the SVT were submitted to ESD by the Consultant and reviewed with H&S as part of a meeting in August 2015.

The CONSULTANT will complete an alternative analysis and provide design, bidding, and engineering support during construction (to include resident observation) for the 2016 and 2017 rehabilitation projects.

The following sections detail the specific services to be completed by the CONSULTANT as part of this project.

Article I - Scope of Work

Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the engineering services as described in Exhibit A, "Shades Valley Transfer Rehabilitation Phase II."

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

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands

as required for the CONSULTANT to perform their work under this AGREEMENT.

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

Section 3 - Conferences, Visits to Site, Inspection Work

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

Article II - Time of Beginning and Completion

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within one (1) day after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work to be performed shall be completed in thirty (30) months of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

Article III - Payment

Section 1

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

Engineering Services: The Shades Valley Transfer Rehabilitation Phase II shall be billed on a Time and Material basis in an amount not to exceed \$620,000.00. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

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

Section 2

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

Article IV - Miscellaneous Provisions

Section 1 - Changes of Work

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

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

Section 2 – COUNTY Ownership of Engineering Documents

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents

and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

Section 3 - CONSULTANT's Endorsement

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

Section 4 - Delays and Extensions

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

Section 5 - Termination or Abandonment

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

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

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

Section 6 – Termination of Contract for Breach

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

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

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

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

Section 7 – Controversy

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

Section 8 - Responsibility for Claims and Liability

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

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of

relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

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

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

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

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

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

Section 9 - General Compliance with Laws

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

Section 10 – Subletting, Assignment or Transfer

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

Section 11 - Employment of COUNTY Workers

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

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

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

Section 12 - Control

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

Section 13 - Conditions Affecting Work

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

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

- Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.
- Solicitations of Subcontractor, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, or national origin.
- Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - Cancellation, termination or suspension of the contract, in whole or in part.

Section 14 – Governing Law/Dispute Resolution

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

Section 15 - Statement of Compliance With Alabama Code Section 31-13-9

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

Article V

Section 1 - Executory Clause

The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the COUNTY, including, but not limited to workmen compensation coverage, or retirement membership or credit.

Article VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, _____ on the _____ day of _____ 2015, and the COUNTY on the _____ day of _____ 2015.

CH2M HILL ENGINEERS, Inc.

David Stejskal, P.E. - Geographic Operations Manager

RECOMMENDED:

David Denard, P.E. - Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President - Jefferson County Commission

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

Apr-7-2016-281

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the proposed ALDOT Project No. STPBH-9802(916) Additional Lanes on Oxmoor Road from Barber Court to Columbiana Road project in an amount not to exceed \$111,004.63 between Jefferson County and Engineering Design Technologies, Inc. This reimbursable Agreement provides for all engineering, administrative, and construction management services associated with the sanitary sewer relocation required accommodating ALDOT Project No. STPBH-9802(916) Oxmoor Road roadway project in the City of Homewood.

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

Apr-7-2016-282

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Five Mile Creek WWTP 2015 Structural Repairs and Process Improvements project, such certified bids having been open on Thursday, December 17, 2015 and listed as follows:

Contractor	Amount Bid
1. B.H. Craig Construction Company	\$ 925,000.00
2. Baird Contracting Co., Inc.	\$1,050,000.00
3. RTD Construction	\$1,389,330.00

WHEREAS, after tabulation and certification by the consulting engineer CH2M, and review by the Environmental Services staff, it has been recommended that the contract for the Five Mile Creek WWTP 2015 Structural Repairs and Process Improvements project be awarded to B.H. Craig Construction Company in the amount of \$ 925,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Apr-7-2016-283

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

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

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

Apr-7-2016-284

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the

following described matter approved by the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreements/Amendments - State Homeland Security Grant Program with the Alabama Law Enforcement Agency:

- a. Amended 2014 Homeland Security Law Enforcement agreement for Division "G" AMAS Team Members - \$0
- b. Amended 2014 Homeland Security Law Enforcement agreement for Division "G" AMAS Teams Bessemer, Fire, Birmingham Fire, Calera Fire, Hoover Fire and Vestavia Hills Fire - \$0
- c. Assistance allocation to purchase an EOD truck for the Jefferson County Sheriffs Office - \$117,500
- d. Assistance allocation to reallocate money for Region "G" teams for training - \$30,000
- e. Assistance allocation for additional sustainment money for Region "G" teams - \$3,316
- f. Assistance allocation for 2015 Sustainment for Region "G" teams - \$82,700

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

Apr-7-2016-285

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Zoning Regulations Section 1119, Administrative Review – Tier I application submitted by Andrew Rotenstreich on behalf of Verizon Wireless for a one-hundred-thirty (130) ft. monopole tower located at 5051 Sicard Hollow Road 35242 (case no.: Z-2016-011) be and hereby is approved.

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

Apr-7-2016-286

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a full page, four color ad be purchased from Business Alabama to be placed in the Jefferson County Spotlight for the purpose of promoting Jefferson County. Cost of the purchase not to exceed the amount of \$2,624.00.

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

Jefferson County Commission

Unusual Demands

4/7/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001004	COMMISSION DIST 4	100193f	JEFFERSON CO TREASURER	5-845 Stamp- T Joe Knight	25.50	151584	3806
TOTAL					25.50		
10001100	REVENUE	100516	BRUCE THOMPSON	RET TRVL-B. THOMPSON 8/22/15 AUDIT CT & NJ	429.19	147918	3460
TOTAL					429.19		
10002100	LAND DEVELOPMENT	100461	PHILIP M RICHARDSON JR	MEMBERSHIP REIMBURSEMENT FOR PHILIP RICHARDSON	150.00	146585	3254
TOTAL					150.00		
10002210	IT SYS DEV & ADMIN	133944	PROJECT MANAGEMENT	Membership renewal PMI for Willie Wright #907924	154.00	149966	3582
TOTAL					154.00		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	4 GUARD SWITCHES FOR MIXER KITCHEN/BH JAIL	35.88	147144	3334
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 2 TIN SNIPS AND 2 HATCHETS FOR BESS CH	62.96	147345	3536
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED POLY URETHANE FOR THE DOG POUND	51.99	148372	3543.
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUT FOR DOMESTIC RELATIONS OFC	21.04	148573	3568.
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PROPANE CYLINDER FOR DOG POUND	48.22	150037	3589
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED DUCTWORK FOR GRAVESVILLE TOWER SITE	40.00	150039	3589
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEYS FOR PO BOXES AT BESS JUSTICE CTR	55.00	150293	3636
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A PRESSURE SWITCH FOR MT. OLIVE COMM CTR	42.00	150743	3688
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR CDL LICENSE - D. PAYTON	30.00	150759	3689
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SIX BAGS OF SAKRETE CONCRETE FOR GROUNDS	23.94	151041	3722
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	WEEDEATER HEADS (6) AND CORD FOR GROUNDS GSOC	243.90	151354	3777
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FLOOR TILE FOR CENTER POINT CH	58.20	151536	3791
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CAULKING FOR FAMILY COURT WINDOWS	16.20	151542	3791
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE RUBBER STAMP FOR HR ADMIN	49.00	151756	3818
TOTAL					778.35		
10002500	BD OF REGISTRARS	122067	BARRY K. STEPHENSON	REIMBURSEMENT FOR TRAVEL EXPENSES DEC 9-11, 2015	59.99	148386	3547
TOTAL					59.99		
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	DEER WHISTLE FOR PATROL DEPUTY	382.85	148194	3501
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDING FEES	32.00	148196	3501
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	POSTAGE STAMPS FOR OFFICE USE	49.00	148204	3501
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	I CONCUR STAMP	15.00	150828	3694
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	MANDATED PERFORM TRAINING-REIMB EMPLOYEE COPAY	100.00	150834	3696
10004110	SF ENFORCE -BHAM	100193	DAVID MCCOOL	EXPENSE LESS ADVANCED FOR TRAVEL	112.22	150817	3692
10004110	SF ENFORCE -BHAM	100193	STEVEN DRAKE	EXPENSE LESS ADVANCED FOR TRAVEL	61.22	150815	3692
10004110	SF ENFORCE -BHAM	100193	RUDOLFO AGUILAR	EXPENSE LESS ADVANCE FOR TRAVEL RUDOLFO AGUILAR	104.00	148069	3485

10004110	SF ENFORCE -BHAM	100193	MIKE HALE/SHERIFF	SHERIFF'S INVESTIGATIVE FUNDS	25000.00	151078	3726
TOTAL					25856.29		
10004140	SF CORRECTIONS - BH	100193	JEFFERSON CO TREASURER	TV PURCHASES FOR BHAM JAIL [2 RECEIPTS]	188.98	148198	3501
10004140	SF CORRECTIONS - BH	100193	JEFFERSON CO TREASURER	COMMITTED TO JAIL STAMPS BHAM RUBBER AND STAMP	86.25	150830	3694
TOTAL					275.23		
10004180	SF CORRECTIONS-BS	100193	JEFFERSON CO TREASURER	SAM'S CLUB TC7179720555025621197	81.60	150822	3694
TOTAL					81.60		
10004200	YOUTH DETENTION	100193	JEFFERSON CO TREASURER	Shower Shoes, Stamps & other Supplies for residents	197.77	151582	3804
TOTAL					197.77		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Shower Shoes, Stamps & other Supplies for residents	197.77	151582	3804
TOTAL					197.77		
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	SPRAY FOAM INSULATION, UPRIGHT VACUUM BRIDGE DIV	70.92	148401	3549
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	PAINT & FLOOR BRIDGE DIV	148.68	150055	3549
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	CDL, TIRE SEALER, AIR GRINDER, CALCULATOR, TOOLS	179.51	150958	3715
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	PHONE CASES, 12-AMP 1641N	194.86	151540	3792
TOTAL					593.97		
21305500	R&T HWY MAINT	100193	JEFFERSON CO TREASURER	SAFETY JACKET, LIGHT BAR	220.96		
TOTAL					220.96		
21305600	R&T HWY MAINT-KET	100193	JEFFERSON CO TREASURER	CDL, TIRE SEALER, AIR GRINDER, CALCULATOR, TOOLS	179.51	150958	3715
TOTAL					179.51		
21305700	R&T HWY TRAFF ENG	100193	JEFFERSON CO TREASURER	5 GAL BUCKET	23.84	151053	3723
TOTAL					23.84		
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	TVL REIMB Eric Wolfe-12RI2015	12.65	148551	3565
TOTAL					12.65		
40104300	CAP PROJ-CORONER	100193	JEFFERSON CO TREASURER	PURCHASED MORTAR FOR COOPER GREEN PROJECT	21.70	150041	3589
TOTAL					21.70		
50102601	FLEET MGT ADM 100193	JEFFERSON CO TREASURER		CDL FEE, TITLE FEE, FLUID PURCH, CERT FRAM	139.40	150357	3646
TOTAL					139.40		
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	First Class Certified Mail	9.43	146250	3193
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	MEL VANCE-LOCK RING TOOL FOR OPENING MANHOLES X3	32.97	150177	3622
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	POSTAGE FOR EPA DOCUMENTS UTILITY DEPOSIT	140.46	150591	3664
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	56.94	150595	3665
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR BRYAN BLACKMAN	30.25	150184	3691
TOTAL					270.05		
60407101	SEWER BILLING	133709	WILLIAM Z LOONEY	REFND FOR OVERPAYMENT ACCT# WO-8320 D	264.94	146324	3209
60407101	SEWER BILLING	133789	ESTATE OF JERRY F. MAPLE	REFUND FOR OVERPAYMENT ACCT# WO-8478	504.17	146322	3209
60407101	SEWER BILLING	133927	ESTATE OF JOHN BRAITWAITE	Refund for overpayment acct# N5321-2985d	212.30	150046	3209
60407101	SEWER BILLING	133929	ESTATE OF RUTH B SEADLER	Refund for overpayment acct # 13-8290 d	20.72	150048	3209
60407101	SEWER BILLING	133938	WILLIAM M SMITH	Refund for overpayment & PM ADJUSTMENT	325.57	151113	3209
TOTAL					1327.70		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BATTERIES; OIL FILTER; V belts gaskets	267.98	147843	3440
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BELTS;GASKETS; BELTS;OIL FILTER;1/4 12R	255.48	151351	3775
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	CHECK BALL	337.50	151814	3823
TOTAL					829.53		
60407250	SEWER LINE MAINT ADM	100193	JEFFERSON CO TREASURER	MICHELIN LATITUDE TOUR HP TIRE FOR TRUCK# A153101	267.98	147843	3440
60407250	SEWER LINE MAINT ADM	100193	JEFFERSON CO TREASURER	ENERGIZER MAX BATTERIES SIZE C	12.79	148266	3516
60407250	SEWER LINE MAINT ADM	100193	JEFFERSON CO TREASURER	DURACELL 9 VOLT BATTERY & SCREWDRIVER	11.58	148300	3524
TOTAL					292.35		
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	PULL CORD FOR LAWN MOWER	3.96	148278	3519
TOTAL					3.96		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	SOCKET FOR THE FECON MULCHER	36.84	147845	3443
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	SOCKET ADAPTER	4.99	148260	3514
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	ROPE FOR JET WASHER TRUCK	81.92	148290	3522
TOTAL					123.95		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	VELCRO ROLL "THE DOWN"	8.97	148256	3511
TOTAL					8.97		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	belt, chuck,keys, paint thinner,doorstop, hardware	104.00	148425	3554
TOTAL					104.00		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	OPERATOR CERT; INK CART; INSPECTION ON 2 TON HOIST	433.97	148413	3551
TOTAL					433.97		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	CABLE FOR INFLUENT HOIST	38.00	151159	3736
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	2 COMPRESSION COUPLINGS FOR ALUM LLINE	15.98	151264	3755
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	PVC fittings for alum line	26.91	151265	3757
TOTAL					80.89		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINAR/CEH'S FOR CERT RENEWAL	40.00	148392	3548
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINAR/CEH'S FOR CERT RENEWAL	40.00	148394	3548
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINAR/CEH'S FOR CERT RENEWAL	40.00	148395	3548
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	RETURN RECEIPT FOR HACH METER	26.04	148396	3548
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	FIRE EXTINGUISHER INSPECTION TAGS	12.97	151457	3784
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SAMPLE JUGS	108.00	151461	3784
TOTAL					267.01		
60407305	TURKEY CK WWTP	100193	JEFFERSON CO TREASURER	petty cash office supplies	41.96	147429	3392
TOTAL					41.96		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Chlorine Meeting at Village Creek	30.76	147790	3428
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM Certification Receipt for Harold Rice	325.00	147998	3465
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Skimmer Head & Pole	56.58	148424	3553
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	HITCH PINS	98.60	150150	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	KEYS FOR TRACTOR	30.50	150156	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TIRES FOR PORTABLE PUMP	91.74	150158	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	HOSE REPAIR KIT	48.76	150159	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	KWIK UNION	136.00	150160	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ACID	47.94	150162	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BOLTS	27.50	150164	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	fitting	17.37	150170	3620
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TIN SNIPS	59.96	151273	3754
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	HOSE	168.86	151274	3754
TOTAL					1139.59		
60407322	VILLAGE WWTP MAINT	70101750	PERSONL BD TESTING	CDL REIMBURSEMENT	66.25	151262	3754
TOTAL					66.25		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	MIRROR GROOVE JOINT , RATCHET, FUSE PULLER; ELE ...	321.30	150124	3609
60407323	WWTP ELEC MAIN	100193	JEFFERSON CO TREASURER	FED EX FEE; SAFETY TAGS; MASTER BOOK	455.86	150547	3660
TOTAL					777.16		
70101725	PERSONL BD INFO SERV	103689	AYLA RUSSELL	TUITION REIMB JAN-MAR 2016	742.50	151255	3753
TOTAL					742.50		
70101750	PERSONL BD TESTING	100193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE ALLYSA SINGER	51.84	151361	3776
70101750	PERSONL BD TESTING	130664	HAROLD SMITH	ASSESSOR REIMBURSE MARCH 2016	445.76	151924	3827
70101750	PERSONL BD TESTING	132576	TOBE GREEN	ASSESSOR REIMBURSE NOVEMBER	94.57	148354	3537
70101750	PERSONL BD TESTING	132589	ANTHONY ALFORD	ASSESSOR REIMBURSE MARCH 2016	374.48	151854	3827
70101750	PERSONL BD TESTING	133817	CAROLE ANNETTE WRIGHT	ASSESSOR REIMBURSE	358.28	151860	3827
70101750	PERSONL BD TESTING	133818	SHERYL WEST	ASSESSOR REIMBURSE MARCH 2016	220.00	151858	3827
70101750	PERSONL BD TESTING	133819	JAMES LYONES	ASSESSOR REIMBURSE MARCH 2016	143.36	151856	3827
70101750	PERSONL BD TESTING	133820	WILLIAM CALLIHER	ASSESSOR REIMBURSE MARCH	316.16	151855	3827
70101750	PERSONL BD TESTING	133952	KEVIN SCHEUERMAN	ASSESSOR REIMBURSE MARCH	125.00	151857	3827
TOTAL					2131.45		
70101755	PERSONL BD TRAINING	100193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSE PETE BLANK	45.90	148066	3484
70101755	PERSONL BD TRAINING	100193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSE PETE BLANK #2	39.68	148067	3484
TOTAL					85.58		
70101760	PER BD WKFC DV&AP	100193	JEFFERSON CO TREASURER	MILEAGE REIMBURSE TERRIA MCDONALD	93.42	151353	3776
70101760	PER BD WKFC DV&AP	100193	JEFFERSON CO TREASURER	MILEAGE REIMBURSE TERRIA MCDONALD #2	64.80	151357	3776
TOTAL					158.22		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASH 03-11-16	\$557.74	150067	3594
70204500	EMA	120923	ALABAMA FIRE COLLEGE	REIMBURSEMENT FOR GRANT PURCHASE	590.00	151109	3730
70204500	EMA	128974	CALERA FIRE DEPARTMENT	REIMBURSEMENT FOR GRANT PURCHASE	433.00	150275	3633
70204500	EMA	128974	CALERA FIRE DEPARTMENT	REIMBURSEMENT FOR GRANT PURCHASE	176.00	150732	3687
TOTAL					1756.74		
GRAND TOTAL					\$ 40,816.51		

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

Apr-7-2016-287

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

For Week of 3/4/16 - 3/10/16

1. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM MORROW WATER TECHNOLOGY, BIRMINGHAM, AL, TO APPROVE BID AWARD FOR PEERLESS 20HH PUMP MODEL #20GHC FOR PERIOD OF 04/01/2016 - 03/31//2017. REFERENCE BID # 32 - 16
2. ENVIRONMENTAL SERVICES FROM FOR TERRA PIPE & PRECAST, LLC, PELHAM, AL, TO APPROVE BID AWARD FOR SEWER MANHOLE COMPONENTS FOR THE PERIOD OF 04/07/2016- 04/06/2019. REFERENCE BID # 35 16
3. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM REGIONAL PRODUCE DISTRIBUTORS, LLC, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR FRESH PRODUCE FOR THE PERIOD OF 05/23/2016 - 05/22/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 68-14
4. ENVIRONMENTAL SERVICES FROM POLYDYNE INCORPORATED, RICEBORO, GA, TO APPROVE BID RENEWAL FOR LIQUID POLYMER TO BE PURCHASED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 07/01/2016 - 006/30/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 109 - 14
5. ENVIRONMENTAL SERVICES FROM GA INDUSTRIES LLC, CRANBERRY TOWNSHIP, PA, TO APPROVE BID RENEWAL FOR ELBOW SEWAGE ELECTRIC CHECK VALVE CIRCUIT FOR PERIOD OF 08/01/2016 - 07-31/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 121 - 14
6. ENVIRONMENTAL SERVICES FROM PUMP AND PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR FAIRBANKS MORSE MODEL 2446 PUMP FOR PERIOD OF 08/01/2016 - 07/31/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 130 - 14
7. ENVIRONMENTAL SERVICES FROM PUMP AND PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR FAIRBANKS MORSE MODEL C5742 PUMP FOR PERIOD OF 08/01/2016 - 07/31/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 133 - 14
8. ENVIRONMENTAL SERVICES FROM PUMP AND PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR FAIRBANKS MORESE MODEL 12" 2446 FOR PERIOD OF 01/15/2016 - 01/14/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 33 - 15
9. ENVIRONMENTAL SERVICES FROM LIBERTY PROCESS EQUIPMENT, ARLINGTON HEIGHT, IL, TO APPROVE BID RENEWAL FOR NETZSCH PUMP MODEL NEI 20B FOR PERIOD OF 03/01/16 - 02/29/2016. (SECOND YEAR RENEWAL) REFERENCE BID # 39R- 15
10. GENERAL SERVICE BULK STORES WAREHOUSE FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, TO APPROVE BID RENEWAL FOR HOUSEKEEPING SUPPLIES FOR PERIOD OF 03/01/2016 - 02/29/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 54-15
11. GENERAL SERVICE BULK STORES WAREHOUSE FROM JANPAK (SUPPLY WORKS), ALABASTER, AL, TO APPROVE BID RENEWAL FOR HOUSEKEEPING SUPPLIES FOR PERIOD OF 03/01/2016 - 02/29/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 54 -15
12. ENVIRONMENTAL SERVICES FROM INDUSTRIAL VALVE, MOBILE, AL, TO APPROVE BID RENEWAL FOR SERIES 93 VALVE KIT FOR PERIOD OF 04/01/2016 - 03/31/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 70 - 15
13. ENVIRONMENTAL SERVICES FROM XYLEM WATER SOLUTION, CHARLOTTE, NC, TO APPROVE BID RENEWAL FOR UV PARTS FOR TURKEY CREEK FOR PERIOD OF 07/01/2016 - 06/30/2017. (SECOND YEAR RENEWAL) REFERENCE BID # 107-15
14. GENERAL SERVICES ADMINISTRATION FROM AMERICAN FACILITY SERVICES, ALPHARETTA, GA, TO APPROVE BID EXTENSION FOR CUSTODIAL SERVICES FOR 120 DAYS-GROUP A FOR THE PERIOD OF 04/01/2016 - 07/31/2016. REFERENCE BID # 23 - 13 \$81,449.60
15. GENERAL SERVICES ADMINISTRATION FROM SOUTHER BUILDING MAINTENANCE INCORPORATED,

BIRMINGHAM, AL, TO APPROVE BID EXTENSION FOR CUSTODIAL SERVICES FOR 120 DAYS GROUP B AND C FOR THE PERIOD OF 04/01/2016 -07/31/2016. REFERENCE BID # 23 - 13 \$49,517.92

For Week of 3/11/16 - 3/17/16

1. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM A.E.D. BRANDS, KENNESAW, GA, TO AWARD THE PURCHASE OF HEARTSINE 350P AUTOMATED EXTERNAL DEFIBRILLATOR (A.E.D.) TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD 04/07/2016 - 04/06/2017. REFERENCE BID # 33 – 16R
2. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM LIFEGUARD MEDICAL SOLUTIONS, NASHVILLE, TN TO AWARD THE PURCHASE OF PHILIPS HEARTSTART ONSITE AUTOMATED EXTERNAL DEFIBRILLATOR (A.E.D.) TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD 04/07/2016 – 04/06/2017. REFERENCE BID # 33 – 16R
3. PUMP STATIONS FROM GMP, INCORPORATED, MARY ESTHER, FL, TO AWARD BID FOR THREE (3) MORRIS PUMPS MODEL NCD 6X6-15-D1 (DEDUCTION -1,535.00 WITHOUT VOLUTE SUCTION WEAR RING) FOR THE PERIOD OF 04/01/2016 – 03/31/2017. REFERENCE BID # 39 – 16
4. CORONER'S OFFICE FROM SOUTHLAND MEDICAL, ORANGE, CA, TO AWARD BID FOR FERNO 101-H HYDRAULIC OPERATING TABLES FOR THE PERIOD OF 04/07/2016 – 12/31/2016. REFERENCE BID # 43 – 16
5. ALL DEPARTMENTS FROM WRIGHT AND ASSOCIATES, BIRMINGHAM, AL TO APPROVE BID RENEWAL FOR OFFSET PRINTING/COPY SERVICE FOR THE PERIOD OF 03/01/2016 – 02/29/2017. (FIRST RENEWAL) REFERENCE BID # 19 - 14

For Week of 3/18/16 - 3/24/16

1. ENVIRONMENTAL SERVICES FROM SOUTHERN WATER TECHNOLOGIES, MARIETTA, GA TO APPROVE BID RENEWAL FOR HALOGEN VALVES FOR THE PERIOD OF 8/1/2016 - 7/31/2017. (SECOND RENEWAL) REFERENCE BID # 93-14

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

Apr-7-2016-288

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 3/4/16 - 3/10/16, 3/11/16 - 3/17/16 and 3/18/16 - 3/24/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Office of Senior Services

Janice Williams	\$1,703.50
Coleecia Perryman	\$468.07
REST Training	
Roswell, GA – April 17-18, 2016	

Revenue

Marlin Allen, Charles Bell and Charliestean Lewis	\$525.00
CROAA Update Class	
Prattville, AL – November 4-5, 2015	

Individual Staff Development

Community and Economic Development

Marcia Blount	\$1,773.70
HUD Region IV Training	
Atlanta, GA – April 18-22, 2016	

Environmental Services	
Dana Gray	\$277.30
Site visit to Mobile	
Mobile, AL – March 1-2, 2016	
Revenue	
Charles Bell	\$1,852.52
Tax Audit	
Orlando, FL & Columbus, GA – April 30 – May 6, 2016	
For Information Only	
Sheriff's Office	
Jeremy Barbin	\$912.60
David Owen	\$912.60
Lloyd Watkins	\$912.60
Successful Use of Online Networking for Investigations	
Decatur, GA – June 20-23, 2016	
Wendell Major	\$1,012.50
FBINA Summer Conference	
Orange Beach, AL – June 4-8, 2016	
Kevin Austin	\$799.11
Symposium on Child Abuse	
Huntsville, AL – April 4-7, 2016	

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

Apr-7-2016-289

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Hishmhael S. Ladouceur, Sheriff's Office was granted a military leave of absence from July 29, 2015 to August 18, 2015 and the amount of pension contributions due Hishmhael S. Ladouceur is \$135.18 plus the County matching contributions of \$135.18 for a total of \$270.36

Carl David Benefield, Sheriff's Office was granted a military leave of absence from August 24, 2015 to February 8, 2016 and the amount of pension contributions due Carl David Benefield is \$1,423.02 plus the County matching contributions of \$1,423.02 for a total of \$2,846.04

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from April 21, 2015 to February 8, 2016 and the amount of pension contributions due Geoffrey L. Parker is \$2,462.89 plus the County matching contributions of \$2,42.89 for a total of \$4,925.78.

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

Apr-7-2016-290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Fair Housing Center of North Alabama to assist in providing fair housing education and outreach services at community meetings in the amount of \$10,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, the Fair Housing Center of Northern Alabama ("FHCNA"), applied for a grant of funds for \$10,000.00; and

WHEREAS, FHCNA is a 501(c)(3) organization which seeks to provide fair housing education and outreach and enforcement; and
WHEREAS, FHCNA meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$8,000.00 and Commissioner George Bowman has recommended funding \$2,000.00 to FHCNA, 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 September 30, 2016.
2. The County shall pay to FHCNA a lump sum payment of \$10,000.00 upon execution of this agreement.
3. FHCNA shall use the public funds to assist in providing fair housing education and outreach services at community meetings.

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

4. FHCNA shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager 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, 2016, whichever shall occur first.
5. FHCNA 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 FHCNA for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The FHCNA 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 FHCNA 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 FHCNA, 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 FHCNA 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

FAIR HOUSING CENTER OF NORTHERN ALABAMA

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

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

Apr-7-2016-291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Brighton to use the public funds to assist only in the purchase of two (2) 2007 Dodge Charger vehicles which have been retired from the Jefferson County Fleet and are scheduled to be auctioned, said vehicles to be used by Brighton as public safety vehicles.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Brighton, Alabama ("Brighton"), applied for a grant of funds for \$6,000.00; and

WHEREAS, Brighton is a municipality located within Jefferson County, Alabama, which seeks to only purchase two (2) 2007 Dodge Charger vehicles which have been retired from the Jefferson County Fleet and are scheduled to be auctioned, said vehicles to be used by Brighton as public safety vehicles; and

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

WHEREAS, Commissioners Sandra Little Brown, James A. Stephens, George Bowman, David Carrington and T. Joe Knight have recommended funding of \$1,200.00 each to Brighton (for a total amount of \$6,000.00), and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2017.
2. The County shall pay to Brighton a lump sum payment of \$6,000.00 upon execution of this agreement.
3. Brighton shall use the public funds to assist only in the purchase of two (2) 2007 Dodge Charger vehicles which have been retired from the Jefferson County Fleet and are scheduled to be auctioned, said vehicles to be used by Brighton as public safety vehicles.

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

4. Brighton shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Sandra Little Brown 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. Brighton 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 Brighton for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Brighton 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 Brighton 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 Brighton, 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 Brighton shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF BRIGHTON, ALABAMA

_____ Its _____

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

Commissioner Brown read the following letter from the Mayor of the City of Brighton.

BRIGHTON - OFFICE OF THE MAYOR

April 6, 2016

Sandra Little Brown
President Pro Tempore

Jefferson County Commission- Dist. 2
716 Richard Arrington J. Blvd., Suite 250
Birmingham, Alabama 35203

Re: Urgent/Emergency Request for Surplus Vehicles for Police. Department

Dear Commissioner Brown:

On behalf of the city of Brighton, Alabama, its city council and residents I am requesting immediate assistance for an emergency need of vehicles that can be used for the law enforcement and patrol of Brighton and its residents.

On yesterday, 4-5-2016, our last operating vehicle failed us while several calls for police assistance were active. Our cash flow does not allow for us to repair let alone purchase a vehicle. We cannot afford to pay for sheriff patrol. In essence, without this request for assistance to the city of Brighton we would not be able to provide the bare essential police protection to the citizens of Brighton, Jefferson County, Alabama. We have adequate sworn officers but no vehicles to patrol in.

Your assistance in this urgent matter will be greatly appreciated.

Barbara E. Watkins
Mayor, City of Brighton

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, April 21, 2016.

President

ATTEST

Minute Clerk