

STATE OF ALABAMA)

JEFFERSON COUNTY) January 11, 2018

The Commission met and was called to order in regular session at the Jefferson County Courthouse, Birmingham, Alabama at 9:35 A.M., James A. Stephens, President presiding and the following members present:

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

Invocation by Paul Hicks, West Jefferson Baptist Church, and Pledge of Allegiance was led by Mayor Charles Nix.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the Minutes of December 14, 2017, be adopted and approved as read to include the Presentations of PALS Awards. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, January 9, 2018, and moved to approve the following Committee items to be placed on the scheduled January 11, 2018, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee items 1 - 3.
  - Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1 – 11.
  - Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee items 1 – 16, and 3 addendum items.
  - Commissioner Joe Knight, Judicial Administration, Emergency Management, Developmental Services Committee had items 1 – 11.
  - Commissioner David Carrington, Business Development, Finance and Information Technology Committee had items 1 – 34, plus 1 addendum item.
- Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that Commission Agenda Resolutions 1 through 42 be adopted as presented and approved with the exception of item number 1 and item number 37 to be voted on separately. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Unusual Demands  
January 11, 2018

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	bleach, hose filter, granular powder, lab bottles,	415.29	227678	3897
2	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	TRASH CAN, RUBBER HOSE, 3G ECHO SPRAYER, PUMP	275.88	226441	3731
3	COMMISSION SUPPORT	102902	BIRMINGHAM TIMES MEDIA GROUP	Jeff.Cty.Full Page AD for November 2017	1177.00	227454	3856

4	COMMISSION SUPPORT	136368	STARNES PUBLISHING	Starnes Media AD for November 2017	1129.00	227455	3859
5	COMMUNITY DEVELOPMENT	103767	FREDERICK HAMILTON	TRAVEL REIMB DUE EMP: F. HAMILTON_IEDC 2017 CONF	331.00	223783	3293
6	COUNTY ATTORNEY	100736	CLERK U S DISTRICT COURT	READMISSION FEE - BRADY RIGDON	50.00	229763	3993
7	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty cash for P&Z board lunch 12/14/17	111.36	229489	3948
8	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for 12/18/17 Bo Zoning lunch	69.55	229480	3947
9	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	2017 NEC CODE BOOK	23.00	226928	3808
10	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for P&Z board lunch 12/14/17	10.26	229492	3948
11	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for 12/18/17 Bo Zoning lunch	8.78	229486	3947
12	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for 12/18/17 Bo Zoning lunch	4.99	229484	3947
13	DEVELOPMENT SERVICES	133737	L&M ELECTRIC, INC	overcharged on permits 170704-6E	15.00	226855	3797
14	DEVELOPMENT SERVICES	135035	HNR PLUMBING	DUPLICATE PERMIT (170393P & 170391P)	125.00	226921	3805
15	DEVELOPMENT SERVICES	136720	CROWN CASTLE-STA PROPERTY	PERMIT 170595M ISSUED TO WRONG CONTRACTOR	195.00	226917	3803
16	DEVELOPMENT SERVICES	136721	JIM GILILAND	PERMIT 170207B CANCELED NO INSPECTIONS MADE	690.00	226920	3804
17	DEVELOPMENT SERVICES	136722	TAYLOR PLUMBING	OVERPAYMENT 170106B, 170085B, 170106B, 170170B	100.00	226924	3806
18	DISTRICT ATTORNEY-BHAM	136822	REGINALD LAVENDER	REFUND OF FUNDS TO EMPLOYEE	60.00	225918	3690
19	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	TRVL REIMB:M.MAYFIELD-10/23-24,2017; MONTGOMERY AL	116.63	229601	3978
20	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	TRAVEL REIMB: L. WEBB_10/23-24,02017;MONTGOMERY, A	109.14	229599	3978
21	ECONOMIC DEVELOPMENT	103767	FREDERICK HAMILTON	TRAVEL REIMB DUE EMP:F. HAMILTON_SETA CONF 9/24-26	612.00	223787	3293
22	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA - FUEL, PARTS, UNIFORMS, OIL CHANGE, TR EQUIP.	429.05	229904	4011
23	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	SAM'S - (2) TV MOUNTS FOR ADMIN & PROB CONF ROOMS	159.96	224193	3393
24	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	HOME DEPOT - MICROWAVE FOR CASHIER'S OFFICE	98.00	224194	3393
25	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	HOME DEPOT - HAZMAT SUITS	75.18	224195	3393
26	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP - 1 STAMP @ \$10.50	10.50	224188	3393
27	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	WAL-MART - (2) EXTENSION CORDS 7 FT	6.94	224191	3393
28	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	HILLCREST BEHAVIORAL - TRAINING CONFLICT & COMMUNI	15.00	224182	3393
29	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	SMART RELAY KIT; FUEL FILTER; TOOLS; PIPE	718.05	226573	3759
30	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	WATER; TENSION PIN	40.02	226584	3760
31	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED LAMINATE FOR BHCH	498.00	226271	3719
32	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SHEET ROCK AND SUPPLIES FOR FAM CT	250.90	227774	3916
33	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BRASS ROD AND FLAT BAR FOR MORRIS CEMETE	229.30	226272	3720
34	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED STUDS AND TRACK FOR FAMILY CT	147.50	229495	3950
35	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL FOR PLUMBER - D. PENDARVIS	104.00	227773	3916

36	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 6MM SCREWS FOR BHCH	24.54	229596	3976
37	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FUEL DUE TO COUNTY FUEL CARD NOT WORKING	20.00	226270	3719
38	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED GAS FOR BLOWER AT BHCH	10.00	229330	3918
39	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEYS FOR BHAM JAIL	6.00	226685	3782
40	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED OIL FOR BLOWER AT BHCH	3.18	229332	3918
41	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE PAID FOR MAIL FOR PROBATE OFFICE	1.71	229329	3918
42	GENERAL FUND	136806	AKERS, ROBERT STEPHEN	REFUND APRIL - JULY 2017 MEDICAL INSURANCE	1164.80	REFUND- INS	3790
43	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Disinfectant and water for operations building	15.94	227035	3811
44	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. B Bellenger-Items for Qtr. Mtg. 12/15/17	118.80	229932	4019
45	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. K Kinder-Items for Qtrly Mtg. 12/15/17	76.97	229931	4019
46	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. G Dewees - Expenses for Qtrly Mtg. 12/15/17	56.36	229727	3990
47	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. C Holiness for food items for Staff Mtg.	47.96	229929	4016
48	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. J Edwards-Items for Qtr. Mtg. 12/15/17	32.81	229933	4019
49	PERSONNEL BOARD INFO SERV	100193	JEFFERSON CO TREASURER	Final TRVL Reimb. C.Johnson RE: Atlanta 11/6-10/17	4.95	229465	3945
50	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb. J. Lecheler Mileage thru 11/6/17	49.76	224877	3519
51	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage for J. Lecheler thru 12/4/17	49.22	226651	3770
52	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage D. Frey 11/08/17 - 12/19/17	46.01	229920	4014
53	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage J. Lecheler 12/4-13/17	14.98	229918	4014
54	PUMP STATIONS	100193	JEFFERSON CO TREASURER	RUBBER CORK SEALS;	150.00	227657	3890
55	REVENUE	100193	JEFFERSON CO TREASURER	REIMB POSTAGE FOR TITLE REMITS, OFF. BUSINESS	124.67	226474	3736
56	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. ADD'L TRAVEL E. WOODIS 8/13/17 D#202397	13.84	226484	3738
57	ROADS AND TRANS ADMIN	100193	JEFFERSON CO TREASURER	ROW TEAM BUILDING CLASS LUNCH, CONTRACT PAPER	212.81	229709	3989
58	ROADS AND TRANS ADMIN	100193	JEFFERSON CO TREASURER	CDL TRAINING COURSE - LUNCH PROVIDED DEC 13-14	200.00	229381	3925
59	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	OUTDOOR LOO'S, FRAME, THERMOMTERS, GASKETS	346.07	226743	3787
60	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	REG FEES - K. BOOZER (HWY SUMMIT, TRANS CONF, ADA)	385.00	229391	3930
61	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH:OFFICE SUPPLIES(CALENDAR) _ J. WILLIAMS	5.99	229459	3941
62	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	SAW REPAIR, CENTIPEDE SOD	136.43	223926	3320
63	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	ROPE, TIRE GAUGE, PISTOL GRIP INFLATOR	26.26	227075	3812
64	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	EPA MAILING, PHONE CSE, PE LIC., ASCE RENEW, SD CA	632.07	227682	3899
65	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	CDL TESTING & RENEWALS, GAS CAP, SHIPPING CHGS, STA	216.24	227255	3834
66	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	STRIPPING SOLUTION, BUG SPRAY, PAD LOCKS	67.17	227432	3848
67	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	TOASTER OVEN NEEDED FOR JAIL	59.00	227434	3848
68	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	CONSPICITY TAPE, REFLECT LIGHTS, CONNEX, TAIL LIGHT	142.12	224873	3516

69	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	ALUMINUM TREAD PLATE, TUBING, SHEET	123.55	224871	3516
70	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIMB. A. DOTSON 10/22-26/17	111.00	226078	3709
71	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIMB. K. SIMMONS 7/30-8/4/17	82.56	226074	3709
72	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIMB. D.SLOAN 9/9/17	1.00	226045	3705
73	SF ENFORCEMENT - BHAM	118527	JUDE WASHINGTON	TRVL REIMB. J. WASHINGTON 8/28-31/17	253.25	226082	3710
74	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	500VA 480/240-120 TRANSFORMER	82.50	226744	3788
75	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	REDUCING BUSHING, COPPER SPLIT BOLTS	23.91	230035	4038
76	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req. cgarner exams locks drawings tire flange	1769.67	229944	4023
77	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner WW IV renewal ladders connectors heater	1039.16	226009	3697
78	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Insulating tubes for pump station	77.26	227650	3887
79	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Postage for Village Creek WWTP	9.80	222511	3033
80	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Socks/Radios/Candy for Residents	200.54	229582	3972
81	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Candy/Radios for Residents	175.94	229732	3991
82	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Socks and Radios for Residents	168.58	229536	3961
83	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	BOOKS/HYGIENE ACCESSORIES FOR RESIDENTS	146.53	230349	4067
84	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	FOOD/SOAP/SUPPLIES FOR RESIDENT	83.05	229426	3938
85	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Food/Shade for Residents	77.05	230016	4037
86	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniform Jacket for New Hire	40.00	227692	3908
87	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Kitchen Supplies and Clothing for Residents	213.07	227106	3817
88	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Clothes and Radios for Residents	211.24	229512	3952
89	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Kitchen and Food Items for Residents	173.21	226957	3809
90	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Kitchen/Office Supplies	134.23	226614	3762
91	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Kitchen and Janitorial Supplies	121.27	227214	3830
92	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Kitchen Supplies/Clothing for Residents	91.20	227517	3871
<b>Grand Total</b>					<b>\$18,282.51</b>		

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

JAN-11-2018-907  
 PURCHASING DIVISION AGENDA REPORT  
 For Week of 12/01/17 – 12/07/17  
 Committee Meeting JANUARY 09, 2018  
 For Commission Approval  
 JANUARY 11, 2018

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

PREPARED DECEMBER 8, 2017

- 1. THERE ARE NO PURCHASING ITEMS TO REPORT

END OF PURCHASING AGENDA

PURCHASING DIVISION AGENDA REPORT

For Week of 12/08/17 – 12/14/17

Committee Meeting JANUARY 09, 2018

For Commission Approval

JANUARY 11, 2018

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

PREPARED DECEMBER 15, 2017

- 1. THERE ARE NO PURCHASING ITEMS TO REPORT

END OF PURCHASING AGENDA

PURCHASING DIVISION AGENDA REPORT

For Week of 12/15/17 – 12/21/17

Committee Meeting JANUARY 9, 2018

For Commission Approval

JANUARY 11, 2018

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

PREPARED DECEMBER 22, 2017

- 1. RECOMMENDED FOR GENERAL SERVICES FROM TRI-DEM FILTER, LOUISA, VA, TO AWARD BID FOR AIR FILTERS FOR THE PERIOD OF 01/11/2018 – 01/10/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #10-18

REFERENCE MUNIS BID #18009

- 2. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM PURE AIR FILTRATION, NORCROSS, GA, TO AWARD BID FOR ODOR CONTROL CARBON REPLACEMENT, SULPHASORB XL 1356 CUBIC FEET AND SULPHASORD XL 690 CUBIC FEET FOR PUMP STATIONS FOR THE PERIOD OF 01/01/2018 – 12/21/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #16-18

REFERENCE MUNIS BID #18013

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM ALLIED UNIVERSAL CORP, MIAMI, FL, TO AWARD BID FOR SULFUR DIOXIDE FOR VILLAGE CREEK WWTP FOR THE PERIOD OF 12/01/2017 – 11/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #06-18

REFERENCE MUNIS BID #N/A

4. RECOMMENDED FOR GENERAL SERVICES FROM HOTEL & RESTAURANT SUPPLY, TUSCALOOSA, AL, TO AWARD BID FOR COMMERCIAL KITCHEN EQUIPMENT FOR THE PERIOD OF 01/15/2018 – 01/14/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #15-18

REFERENCE MUNIS BID #N/A

5. RECOMMENDED FOR ROADS AND TRANSPORTATION FROM HELENA CHEMICAL, SELMA, AL, TO PURCHASE HERBICIDE CHEMICALS AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 03/05/2017 – 03/04/2018.

PURCHASE ORDER #1802019

\$27,027.72

REFERENCE BID #29-15

REFERENCE MUNIS BID #N/A

END OF PURCHASING AGENDA

PURCHASING DIVISION AGENDA REPORT

For Week of 12/22/17 – 12/28/17

Committee Meeting JANUARY 09, 2018

For Commission Approval

JANUARY 11, 2018

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

PREPARED DECEMBER 28, 2017

1. THERE ARE NO PURCHASING ITEMS TO REPORT

END OF PURCHASING AGENDA

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the above Purchasing Reports/Amendments be approved. Voting “Aye” George Bowman, Sandra Little Brown, Joe Knight, and Jimmie Stephens.

JAN-11-2018-908

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/01/017 – 12/07/17, 12/08/17 – 12/14/17, 12/15/17 – 12/21/17, and 12/22/17 – 12/28/17, BE HEREBY APPROVED.

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

JAN-11-2018-909

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/01/17 – 12/07/17, 12/08/17 – 12/14/17, 12/15/17 – 12/21/17, and 12/22/17 – 12/28/17, BE HEREBY APPROVED.

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

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JAN-11-2018-910

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

- a) Jefferson Credit Union Statement Closing Date – December 3, 2017

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

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MULTIPLE STAFF DEVELOPMENT

Board of Equalization	
Xavier Davis	140.00
Royce Shannon Davis	140.00
Alabama Certified Appraiser Exams	
Auburn, AL – March 16, 2018	
	125.00
Family Court	
Beth Cardwell	
Gwen Reasor	
Erica Dozier	
Karla Williams	
Steven Vance	
Doing What Matters for Alabama’s	
Children Conference	
Tuscaloosa, AL –January 23, 2018	

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization	
Royce Shannon Davis	871.92
Basic Mapping	
Montgomery, AL – March 6-9, 2018	
Michael K Adam	1,102.55
Alabama Appraisal Manual Course	

Montgomery, AL – June 17-22, 2018

Roy Stodghill 210.00  
2018-2019 National USPAP  
Birmingham, AL – January 19, 2018

Roy Stodghill 395.00  
Litigation Appraising Specialized Topics  
and Applications  
Birmingham, AL – March 14-15, 2018

Development Services  
Daniel Phillips 199.00  
B1-2015 B1 Residential Building Inspector  
Exam  
Birmingham, AL – January 6, 2018

Tax Collector-Bessemer  
Grover Dunn 200.00  
2018 Mid- Winter AATA  
Hoover, AL – February 11-14, 2018

Tax Assessor-Bessemer  
Charles Winston, Jr. 200.00  
AATA Mid-Winter Conference  
Hoover, AL – February 11-14, 2018

FOR INFORMATION ONLY

Personnel Board  
Pete Blank 885.54  
Terria McDonald 1,974.95  
Training 2018 Conference & Expo  
Atlanta, GA –February 11-14, 2018

LaTrenda Hardy 312.94  
Clayton State University Job and Graduate  
School Fair  
Atlanta, GA –March 14-15, 2018

LaTrenda Hardy 50.00  
Samford University 2018 Job & Internship Fair  
Birmingham, AL –March 1, 2018

Sheriff  
Matthew McGill 300.00



Johnathan Peterson	300.00
Darius Black	300.00
Steven Cotten	300.00
CSI Photography	
Birmingham, AL –January 9-February 20, 2018	
Jordan Anderson	546.80
David Harris	546.80
Nathan Nichols	546.80
Loyed Brasher	546.80
Law Enforcement on the Stand	
Nashville, TN –January 23-25, 2018	
Courtney Pullman	495.00
Rodolfo Aguilar	495.00
Robert H. Miller	495.00
Robert Young	495.00
P.A.T.C. Phase I &II Hostage Negotiation & Crisis Intervention	
Birmingham, AL –January 22-26, 2018	
Brandon Junkins	85.60
Law Enforcement Academy	
Tuscaloosa, AL –November 13, 2017	
Lloyd Young	280.50
Advanced Interview and Interrogations	
Meridian, Mississippi –January 21-26, 2018	
Michael Theros	325.00
Kinesic Interview Phase I	
Birmingham, AL –January 3-5, 2018	
Michael Theros	325.00
Criminal Investigation of Deadly Force and Officer Involved Shootings	
Birmingham, AL –January 29-31, 2018	
Terry Scott	1,233.75
Investigator Training	
Ft. Lauderdale, FL –January 21-24, 2018	

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

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JAN-11-2018-911  
RESOLUTION

WHEREAS, a recent inventory of Fixed Assets was conducted and as a result of the inventory, some equipment identified as fully depreciated should be removed from the fixed asset list: and

WHEREAS, based on best practices, the disposal of assets greater than ten years of age is recommended.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove for disposal for obsolete equipment (Lists attached for review and on file for permanent record in the Minute Clerk Office) from fixed assets, be approved.

Disposals (Review Attachments on Record in the Minute Clerk Office)

<u>ORG NAME</u>	<u>ORG NUMBER</u>
Information Technology	2200
070102	Plotter Auction
160000005282	Plotter Auction
Risk Management	6806
Asset Unknown	Copier Work Center No longer in Department

An Official copy is on file for permanent record in the Minute Clerk Office.

CERTIFICATION

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk for the Jefferson County Commission hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 525 - 526 of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this 11<sup>th</sup> day of January, 2018.

Millie Diliberto  
Minute Clerk

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

JAN-11-2018-912  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and MGT of America Consulting, LLC., for the purpose of developing a detailed Cost Allocation Plan in accordance with following the policies and procedures of OMB A-87 and to develop strategies and procedures recommended for implementation. The Contractor shall provide a Cost Allocation Plan to the County for three years starting February 8, 2018. The scope of work will be the same for each year to be completed within 12 weeks after start date and the Contractor will provide ongoing support until the end of the contract. The contract term expires on May 14, 2018, but may be renewed at the County's option for two additional one year terms and ending May 14, 2020.

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

---

JAN-11-2018-913  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Agreements/Amendments on behalf of Jefferson County, Alabama:

- |                            |              |
|----------------------------|--------------|
| • Network America #9099    | \$29,439.27  |
| • Motorola Solutions #8972 | \$567,008.30 |
| • ESRI Inc. #8175          | \$119,070.14 |

An Official copy is on file for permanent record in the Minute Clerk Office.

CERTIFICATION

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk for the Jefferson County Commission hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 526, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this 11<sup>th</sup> day of January, 2018.

---

Millie Diliberto  
Minute Clerk

Jefferson County Commission

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

---

JAN-11-2018-914  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and CBRE, Inc. Valuation & Advisory Services, for the purpose of conducting an estimate of the Market Value of Real Estate located at Glenbrook at Oxmoor Valley, 2801 Sydney Drive, Birmingham, Alabama. The intended use of the appraisal is to assist in evaluating a real estate tax appeal.

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

---

JAN-11-2018-915  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Community Grant Program Agreements on behalf of Jefferson County, Alabama, Commission District 5:

- Birmingham Holocaust Education Center      \$2,500.00
- Aldridge Gardens      \$2,500.00
- McWane Science Center      \$2,500.00

An Official copy is on file for permanent record in the Minute Clerk Office.

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 527 - 530, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

---

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2019.
2. The County shall pay to BHEC a lump sum payment of \$2,500.00 upon execution of this agreement.
3. BHEC shall use the public funds to assist in funding its mission to keep the history and lessons of the Holocaust alive through the education of teachers, students and community members in Birmingham and surrounding areas.

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

4. BHEC shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2019, whichever shall occur first.

5. BHEC shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting

documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by BHEC for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The BHEC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The BHEC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither BHEC nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission  
BIRMINGHAM HOLOCAUST EDUCATION  
CENTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Aldridge Gardens applied for a grant of funds for \$2,500.00; and

WHEREAS, Aldridge Gardens is a 501(c)(3) organization which seeks funding to support its 2018 educational programs and services, to include adult educational programs, children and family educational programs, and community education events; and

WHEREAS, Aldridge Gardens meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Aldridge Gardens, 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 January 31, 2019.
2. The County shall pay to Aldridge Gardens a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Aldridge Gardens shall use the public funds to assist in funding to support its 2018 educational programs and services, to include adult educational programs, children and family educational programs, and community education events.

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

4. Aldridge Gardens shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2019, whichever shall occur first.

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

6. The Aldridge Gardens 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 Aldridge Gardens 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 Aldridge Gardens 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 Aldridge Gardens 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

ALDRIDGE GARDENS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM



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

WHEREAS, under this Program, the McWane Science Center ("McWane"), applied for a grant of funds for \$2,500.00; and

WHEREAS, McWane is a 501(c) (3) organization which seeks funding for its Science Literacy Programming project; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to McWane, 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 January 31, 2019.
2. The County shall pay to McWane a lump sum payment of \$2,500.00 upon execution of this agreement.
3. McWane shall use the public funds to assist in funding its Science Literacy Programming project.

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

4. McWane shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2019, whichever shall occur first.

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

6. The McWane 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 McWane 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 McWane 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 McWane 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

MCWANE SCIENCE CENTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

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

---

JAN-11-2018-916  
RESOLUTION

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

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

---

JAN-11-2018-917  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Alfred Morris is hereby denied.

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

---

JAN-11-2018-918  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Shelby Pearson in the amount of One Thousand Eight Hundred Twenty and 00/100 (\$1,820.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized to issue a check made payable to Shelby Pearson in the amount of \$1,820.00 and forward it to the County Attorney for disbursement.

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

---

JAN-11-2018-919  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Kevin Harris in the amount of Three Thousand Six Hundred Nine and 82/100 (\$3,609.82) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized to issue a check made payable to Kevin Harris in the amount of \$3,609.82 and forward it to the County Attorney for disbursement.

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

---

JAN-11-2018-920  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Anthony Duncan is denied.

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

---

JAN-11-2018-921  
RESOLUTION

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

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

---

JAN-11-2018-922  
RESOLUTION

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

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

---

JAN-11-2018-923  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute the following Agreements/Amendments on behalf of Jefferson County, Alabama:

- Jefferson County Golf Association No Cost
- State of Alabama (ALDOT) (See attached) \$1.00
- BOE Fee Waiver – Concord (see attached)
- Sanitary Sewer Easement Deed – Old Mt. Brook Inn Site

An Official copy is on file for permanent record in the Minute Clerk Office.

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 532, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

---

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation, the President of the Jefferson County Commission is hereby authorized to execute a Lease Agreement between Jefferson County and the Alabama Department of Transportation, acting for and on behalf of the State of Alabama. The State requested that a new Lease be executed to replace the 1982 Lease. The new Lease was entered into on the 1<sup>st</sup> day of November, 2017 and the term for this Lease is for twenty (20) years or until terminated. There is a cancellation clause with a thirty (30) days' written notice and the amount of the contract is for One Dollar (\$1.00). The purpose is for the lease of two (2) parcels of State property located on Rev. Abraham Woods, Jr. Blvd. N (8th Avenue Nat 25th Street N). The parcel on the west side of 25th Street N is being used as part of a service facility and fueling site and the parcel on the east side of 25<sup>th</sup> Street is being used as a parking lot for County vehicles.

---

FEE WAIVER RESOLUTION

WHEREAS, Jefferson County Board of Education desires to convey part of Parcel ID# 31-15-4-000-034.000 Concord School Resurvey Lot 1, as recorded in Map Book 48, Page 23 to the Jefferson County Commission, two new lots will be created as Lots 1A & 1B of a Resurvey of Concord School Resurvey, and;

WHEREAS, this would constitute subdivision of property requiring approval of Planning and Zoning Commission, and;

WHEREAS, it is deemed to be in the best interest of the Jefferson County Commission to waive application fees associated with said subdivision.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the subdivision case application fees for a "Resurvey" of Parcel ID# 31-15-4-000-034.000 Concord School Resurvey Lot 1, be hereby waived.

---

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the County Attorney, the President of the Commission is hereby authorized to execute the attached Sanitary Sewer Easement Deed for the purpose of acquiring a sanitary sewer easement across the Birmingham Water Works Property identified as Old Mountain Brook Inn Site.

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

---

Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Spire Alabama to install 2,876' of 6" and 12,213' of 2" gas main for Shades Crest Road replacement project
- Birmingham Water Works to install 400' of water main south of Newfound Road on Mt. Olive Road in Gardendale
- Birmingham Water Works to install 400' of water main east of Mt. Olive Road on Newfound Road in Gardendale
- Birmingham Water Works to install 800' of water main north of Ashford Avenue on Newfound Road in Gardendale
- Birmingham Water Works to install 2,320' of 8" and 4" water main in Woodridge Subdivision along Woodridge Place on Fieldstown Road in Gardendale
- Birmingham Water Works to install 340' of 4" water main along Stonegate Way off Newfound Road and Stonegate Drive in Gardendale

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

---

JAN-11-2018-924  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Agreements/Amendments on behalf of Jefferson County, Alabama:

- |                                   |                |
|-----------------------------------|----------------|
| • Baird Contracting Co. #8987     | \$1,127,000.00 |
| • Cleary Construction, Inc. #9472 | \$6,490,951.00 |
| • ALDOT #10000                    | No Cost        |

An Official copy is on file for permanent record in the Minute Clerk Office.

Certification

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11th day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 533 - 534, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11th day of January, 2018.

\_\_\_\_\_  
Millie Diliberto  
Minute Clerk  
Jefferson County Commission

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Minor Pump Station Improvements such bids having been opened on Thursday, September 28, 2017 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Co. Inc.	\$1,127,000.00
2. BH Craig	\$1,299,000.00
3. Mark Johnson Construction	\$1,422,000.00
4. Schmidt Environmental Construction, LLC	\$1,148,000.00

WHEREAS, after tabulation and certification by CH2M, it has been recommended that the contract for the Minor Pump Station Improvements be awarded to Baird Contracting Co. Inc., in the amount of \$1,127,000.00.

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

\_\_\_\_\_  
STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System - Asset Management Program - Contract No. 2018 AMP11 Wickstead Sanitary Sewer Replacement project, such certified bids having been open on Wednesday, November 1, 2017 and listed as follows:

Contractor	Amount Bid
I. Cleary Construction Inc.	\$6,490,951.00
2. Garney Companies, Inc.	\$7,835,899.00
3. Russo Corporation, Inc.	\$7,877,487.73
4. Baird Contracting Company, Inc.	\$8,637,622.00
5. Global Construction & Engineering, Inc.	\$9,097,481.00
6. Rev Construction, Inc.	\$9,382,245.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for Sanitary Sewer System - Asset Management Program - Contract No. 2018 AMP) I Wickstead Sanitary Sewer Replacement project be awarded to Cleary Construction Inc. in the amount of \$6,490,951.00.

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.

---

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION  
RESOLUTION

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 replacement of a gravity main sewer in Alabama Highway 5 in the City of Ensley.

---

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

JAN-11-2018-925  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Agreements/Amendments, on behalf of Jefferson County, Alabama:



- BBG&S Consulting Engineers, Inc. #10049 \$140,000.00
- General Retirement System (Pension Board) #10069 \$44,424.96 Annual Revenue

An Official copy is on file for permanent record in the Minute Clerk Office.

### Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 534 - 535, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

---

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

---

Commissioner Sandra Little Brown requested that this item being held out for a separate vote stating the reason for her request is that she serves on the board referenced.

JAN-11-2018-926  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Breast Cancer Research Foundation of Alabama for the purpose of assisting with the support of collaborative research between the University of Alabama at Birmingham’s Comprehensive Cancer Center and Southern Research in the amount of \$5,000.00.

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

---

JAN-11-2018-927  
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Agreement between Jefferson County, Alabama and the Alabama Department of Economic and Community Affairs for \$461,355.00 in State Community Development Block Grant Disaster Recovery Funds for the Martintown Storm Shelter Project.

ADOPTED: January 11, 2018

Community Development Block Grant State's Program

CFDA # 14.228

STATE OF ALABAMA)  
MONTGOMERY, ALABAMA)

AGREEMENT NO. DTR-12-10

AGREEMENT

THIS AGREEMENT is effective as of this 15th day of September, 2017 by and between the Jefferson County Commission (herein called the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

Upon execution of the Acceptance Provisions of this Agreement, ADECA agrees to provide to the Recipient the Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended, (P.L. 93-383) and Section 39 of the Department of Housing and Urban Development Appropriations Act, 2012 authorized by the Letter of Conditional Commitment. Such assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA or HUD now or hereafter in effect. The Agreement is effective with respect to such assistance as of the date specified in the paragraph above and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the ADECA approved application specified herein, including any Assurances, certifications, maps, schedules or other submissions (3) the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, and State Policies; (4) the State of Alabama Small Cities Community Development Block Grant Program Action Plan; and (5) the State of Alabama Action Plan for Disaster Recovery: Tornadoes of April 2011 including Amendments; (6) the following General Terms and Conditions:

Definitions: Except to the extent modified or supplemented by the Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

(1) Agreement means this Agreement, as described above and any amendments or supplements hereto.

(2) Applicant means the entity designated as such in the Letter of Conditional Commitment.

(3) Recipient means each entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment and signing the acceptance provisions as Recipient under the Agreement.

(4) Assurances, when capitalized, means the certifications and assurances submitted with grant application pursuant to the requirements of 24 CFR Part 570, Subpart I.

(5) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(6) Letter of Conditional Commitment means the letter from the Director of the Alabama Department of Economic and Community Affairs approving the Community Development Block Grant application and setting forth requirements which shall be satisfied prior to execution of the grant agreement.

(7) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Recipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed under the State Community Development Block Grant Program.

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

ADECA hereby agrees to engage the Recipient and the Recipient hereby agrees to carry out the activities hereinafter set forth in connection with the Community Development Block Grant Program of ADECA under the Community Development Block Grant Project Number DTR-12-10.

The recipient, in assisting ADECA during the Agreement period and with the funds provided in the Agreement, shall perform all the necessary services provided under this Agreement, except as may be provided for under Paragraph I.

A. SCOPE OF SERVICES

1. The Recipient agrees to do, perform and carry out in an expedient, satisfactory and proper manner, as determined by ADECA, the work activities and administrative services described in the Recipient's Application (as amended) Community Development Block Grant Project Number DTR-12-10 to ADECA for financial assistance. The Recipient further agrees that all activities carried out under this Agreement shall satisfy all requirements of ADECA and shall be as described in the ADECA approved application unless otherwise expressly directed by ADECA.

2. The Recipient agrees to permit and to facilitate review of the work hereunder by ADECA, at Montgomery or at other places as ADECA may determine.

3. The Recipient shall submit to ADECA progress reports describing the progress of work under this Agreement when requested by ADECA.

**B. PERSONNEL**

1. It shall be the responsibility of the Recipient when necessary to hire personnel or to contract for the work to be performed as set out in the scope of services. All persons hired or under contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Recipient shall forward a sampling of all contracts or subcontracts for work or services covered by the Agreement to ADECA when requested by ADECA.

**C. TIME OF PERFORMANCE**

ADECA retains the right to rescind all or any part of funds committed by this Agreement and the "Letter of Conditional Commitment." Such right may be exercised if action or the lack of action, by the Recipient indicates that the proposed activities are not progressing according to the "Local Program Implementation Schedule" submitted to ADECA with respect to the Letter of Conditional Commitment.

The Recipient by execution of this Agreement certifies that the Recipient will implement proposed activities substantially in compliance with the "Local Program Implementation Schedule" and failure to do so may affect Recipient's continuing capacity in future funding decisions.

**D. COMPENSATION**

ADECA agrees to pay to the Recipient a sum on a cost incurred basis, not to exceed the total of \$461,355.00 for the services contained in this Agreement, upon the terms of this Agreement set forth in Paragraph L.

**E. TERMINATION OF AGREEMENT FOR CAUSE**

If through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Recipient shall violate any of the covenants, agreements or stipulations of this Agreement, ADECA shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the Recipient of such termination or suspension and specifying the effective date thereof, at least five days before such effective date. (In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Recipient under this Agreement shall, at the option of ADECA, become its property.) The Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Recipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Recipient and ADECA may withhold any payments to the Recipient for the purpose of setoff until such times as the exact amount of damages due ADECA from the Recipient is determined.

**F. TERMINATION OF AGREEMENT**

ADECA or Recipient may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such

termination. In that event, all finished or unfinished documents and other materials as described in Paragraph E above shall, at the option of ADECA, become its property. If the Agreement becomes terminated by ADECA as provided herein, the Recipient will be paid an amount which bears the same ratio to the total compensation as the satisfactory services actually performed bear to the total services of the Recipient covered by this Agreement, less payments as compensation previously made. Provided however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Recipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Recipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Recipient, Paragraph E hereof, relative to termination, shall apply.

#### G. CHANGES

ADECA may, from time to time, request changes in the scope of the services of the Recipient to be performed hereunder. Such changes including any increase or decrease in the amount of the Recipient's compensation, which are mutually agreed upon by and between ADECA and the Recipient, shall be incorporated in written amendments to this Agreement.

Notwithstanding the above, ADECA may, from time to time, approve a revision to the CDBG program budget without a formal written amendment to this Agreement.

However, for this revision to be valid, it shall be on a standard "CDBG Budget U Final Financial Report" form and carry the signature of the ADECA Director or his assignee. In no case, shall the revision to the budget change the total grant amount identified in Subpart D without a formal amendment.

#### H. INTEREST OF MEMBERS OF ADECA AND OTHERS

1. No officer, member or employee of ADECA who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly, or indirectly interested; or, (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No member of, or delegate to, the Congress of the United States of America and, no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise there from.

#### I. ASSIGNABILITY AND INTEREST OF THE MUNICIPALITY

The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADECA thereto. Provided however, that claims for money due, or to become due to the Recipient from ADECA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

The Recipient covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

#### J. APPLICABLE FEDERAL AND STATE LAWS

The Agreement is subject to the regulations of the Department of Housing and Urban

Development, 24 CFR Part 570, Subpart I, as published for effect and as may be amended from time to time.

Incorporated herein as part of this Agreement are the Certification and Assurances signed by the Recipient as part of the Application for State Community Development Block Grant Funds.

The Agreement further renders the Recipient responsible for compliance with all applicable Federal or State laws, Executive Orders, and Regulations in administering funds provided under this Agreement. Such Laws, Executive Orders, and Regulations include but are not limited to the following:

1. Public Law 88-352 (Title VI of the Civil Rights Act of 1964) and HUD Regulations to further the Act which are contained in 24 CFR Part I.

2. Public Law 90-284-Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974 to include prohibition against discrimination based on sex. The Fair Housing Law provides protection against discrimination based on race, color, religion, sex, or national origin.

3. Executive Order 11063 as amended by Executive Order 12259 to provide for Equal Opportunity in Housing. HUD Regulations contained in 24 CFR part 107.

4. Section 109 of the Housing and Community Development Act of 1974, as amended to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

5. Section 110 of the Housing and Community Development Act of 1974, as amended, which requires compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874); the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5); the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5)).

6. Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 and with other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the Act are specified in regulations issued pursuant to the Section 104(f) of the Housing and Community Development Act of 1974 and are contained in 24 CFR Part 58 (The Recipient is obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended).

7. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended (P.L. 100-17) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Executive Order 11246 regarding equal employment opportunities in construction

contracts.

9. The Hatch Act (5 U.S.C.1501 et. seq.) regarding political activity by public employees.

10. Section 3 of the Housing and Urban Development Act of 1968, amended 1969, as amended by Section 118 of Title I, Community Development and Housing Act of 1974. Section 3 provides that to the greatest extent feasible training and employment opportunities shall be made available to lower-income residents of project areas and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by the State through the recipient's Equal Opportunity Requirements Certification Review.

11. Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42U.S.C. 4831).

12. Any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law and any State permitting requirements.

13. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also known as the Common Rule) as adopted and modified by the Alabama Department of Economic and Community Affairs.

The Recipient is required to give access to ADECA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Recipient which are directly pertinent to that specific contract for the purpose of making audit, examination, ADECA compliance monitoring examination, excerpts, and transcriptions.

The Recipient is required to keep all records for five years past notification by the State that the project has been closed out or all audit findings have been resolved whichever is longer.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment be denied program benefits; or be subjected to discrimination under any program or activity receiving federal funds.

15. The Recipient shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535 as amended by Act No. 2012-491). By signing this contract, grant, or other agreement, 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.

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 et seq, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 et seq, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction

with which this state can enjoy open trade.

16. Transparency Act Requirements. Awards under these programs are included under the provisions of P.L.109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all sub grants, contracts and subcontracts in excess of \$25,000 through the Federal Sub award Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 OFR Part 170, including Appendix A. Therefore, all sub recipients, who meet this threshold, will be required to furnish this information to the division within ADECA, which is funding the sub recipient agreement. Specific reporting processes will be provided by the applicable ADECA division to sub recipients. Active enrollment in the System for Award Management is a condition of payment.

It is the purpose of ADECA under this Agreement to provide to the Recipient Federal assistance in the form of Community Development Block Grant funds in order that the Recipient can provide certain assistance and services as described in this Agreement.

It shall be the responsibility of the Recipient to carry out the performance of the services described herein in a satisfactory and proper manner in accordance with all Federal, State, and local laws. It shall be the further responsibility of the Recipient to see that all contracts or subcontracts for said work are executed and performed in accordance with all applicable Federal, State and local laws.

ADECA shall not be liable for the failure on the part of the Recipient or any contractor or subcontractor on the project to perform all work in accordance with all applicable laws and regulations.

#### K. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Recipient by execution of this Agreement further certifies that:

1. Recipient has complied with all applicable requirements of 24 CFR Part 58 and the Recipient's Request for Release of Funds and Certification has been approved in writing by ADECA.
2. Recipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and satisfies other conditions from those State agencies which have authority to review project applications and/or issue permits, or retain other responsibilities in regard to local or State projects.

#### L. METHOD OF PAYMENT

ADECA and the Recipient having agreed upon a total payment of CDBG funds of \$461,355.00:

1. ADECA agrees to reimburse the Recipient for expenditures incurred in the execution of activities stated herein not to exceed \$461,355.00.
2. The Recipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the State approved (original or revised) "CDBG Budget/Final Financial Report."



3. The Recipient agrees to adhere to the requirements of Treasury Circular 1075 with regard to the expeditious use of CDBG funds drawn down.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$461,355.00 for all the services required and that all payments, if any, to be made hereunder shall be subject to and dependent on the availability of Federal funds awarded to ADECA for the program purposes herein stated.

**M. SUSPENSION OF PAYMENTS UNDER THIS AGREEMENT**

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs, or in the event there is an amount owing to any division of the Alabama Department of Economic and Community Affairs, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Economic and Community Affairs that is not received in a reasonable and timely manner.

Should the grantee incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of the Alabama Department of Economic and Community Affairs, then said Alabama Department of Economic and Community Affairs shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

The Alabama Department of Economic and Community Affairs shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, government under any program administered by any division of ADECA that has not arranged a repayment schedule.

**N. AUDIT REQUIREMENTS**

The Recipient accepts the responsibility to provide for an annual audit at the conclusion of each fiscal year. The audit and subsequent report must meet the criteria established in the Office of Management and Budget (OMB) Circular No. A-133.

This Agreement, authorized by the State of Alabama on September 15, 2017 under the "Letter of Conditional Commitment" of State Community Development Block Grant funds for application/grant number DTR-12-10 is hereby accepted by the Applicant as Recipient under the Agreement; and the Recipient agrees to comply, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the Recipient with the terms and conditions of the Agreement, applicable law, regulations and all requirements of the State or HUD, now or hereafter in effect, pertaining to the assistance provided.

Pursuant to Act 94-414, forward a copy of every audit report issued on the entity when the entity receives or disburses (or both) public funds as a result of this Contract to:

Department of Examiners of Public Accounts  
P.O. Box 302251 Montgomery, AL 36130-2251 ATTN: Audit Report Repository

Additionally, forward one copy of the audit report to: ADECA Audit Section  
P.O. Box 5690

Montgomery, AL 36103-5690

0. NOT TO CONSTITUTE A DEBT OF THE STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

P. DEBARMENT AND SUSPENSION

The Recipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Order 12459 and Executive Order 12689).

The Recipient certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into its Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance.

Recipient shall immediately notify ADECA if any sub-contractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by the Recipient to terminate its contractual relationship with the sub-contractor for work to be performed under this Grant Agreement.

IN WITNESS WHEREOF, The Department and the Recipient have executed this Grant Agreement as evidenced by their signatures below:

ADECA LOCALITY

Alabama Department of Economic and Community Affairs

Jefferson County Commission  
Chairman

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

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JAN-11-2018-928  
RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the North Smithfield Manor Community Storm Shelter II (CDBG-DR12-03U1-NSS2), such bids having been opened on December 12, 2017, and listed as follows:

Contractor	Base Bid	Notation	Total Bid
Syms Contractors, Inc.	\$ 880,572.87	None	\$ 880,572.87
Bennett Building, Inc.	\$ 981,208.79	None	\$ 981,208.79
Coston General Contractors, Inc.,	\$1,064,131.00	(30,000)	\$1,034,131.00

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 a total bid amount of \$880,572.87.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the North Smithfield Manor Storm Shelter II (CDBG-DR12-03U1-NSS2) to Syms Contractors, Inc., for the bid amount of (\$880,572.87), for a total amount of Eight Hundred Eighty Thousand Five Hundred Seventy Two and 87/100 Dollars. This project will be paid for with federal Community Development Block Grant Disaster Recovery Funds. This project is from the Program Year 2012.

ADOPTED: January 11, 2018

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

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JAN-11-2018-929  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Homeless Management Information System (HMIS) as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to Section 58.5) for the ESG Homeless Management Information System (HMIS) for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-930  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Rapid Re-Housing Assistance as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to Section 58.5) for the ESG Rapid Re-Housing Assistance for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-931  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Homeless Prevention Assistance as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to Section 58.5) for the ESG Homeless Prevention Assistance for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-932  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Rapid Re-housing Assistance as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to Section 58.5) for the ESG Street Outreach for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-933  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Emergency Shelter Assistance as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to Section 58.5) for the ESG Emergency Shelter Assistance for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-934  
RESOLUTION

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2017; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Administration as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Exemption per 24 CFR 38.24 (a) (3) for the Emergency Solutions Grant (ESG) Administration for program year 2017.

Adopted: January 11, 2018

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

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JAN-11-2018-935  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission authorizes Human Community Services and Economic Development to pay the amount of \$1,359.66 for the cost of seventeen (17) phones for the County Workforce Development staff located in the new Birmingham Career Center. The total cost of the phones will be paid for with WIOA funds.

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

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JAN-11-2018-936  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following HUD Grant Program Agreements on behalf of Jefferson County, Alabama:

- U.S. Department of HUD 2017 ESG Grant #10068 \$184,084.00
- U.S. Department of HUD 2017 Home Grant #10067 \$741,823.00

- U.S. Department of HUD 2017 CDBG Grant #10066 \$2,099,444.00

An Official copy is on file for permanent record in the Minute Clerk Office.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to sign the HUD agreements for the Community Development Block Grant (CDBG) program in the amount of \$2,099,444.; Home Program in the amount of \$741,823.; and the Emergency Solution Grant (ESG) program in the amount of \$184,084. Contingent upon the contract cover sheet for the agreements being executed by all parties.

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

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JAN-11-2018-937  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Birmingham Community Development Corporation for the purpose of assisting in funding its Classic in Pink Breast Cancer Awareness Project in the amount of \$2,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)  
COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Birmingham Community Development Corporation ("Birmingham Community Development"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Birmingham Community Development was established to develop and operate programs for citizens of metro Birmingham to empower them with decent housing, health, senior services, youth empowerment and crime prevention, including the Classic in Pink Breast Cancer Awareness Project; and

WHEREAS, Birmingham Community Development meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,500.00 to Birmingham Community Development, 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 December 31, 2018.
2. The County shall pay to Birmingham Community Development a lump sum payment of \$2,500.00 upon execution of this agreement.



3. Birmingham Community Development shall use the public funds to assist in funding its Classic in Pink Breast Cancer Awareness Project, which is designed to educate and empower underserved communities for prevention and early detection.

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

4. Birmingham Community Development shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and 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 December 31, 2018, whichever shall occur first.

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

6. The Birmingham Community Development 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 Community Development 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 Community Development, 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 Community Development 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

Date: January 11, 2018

James A. Stephens, President

Jefferson County Commission

BIRMINGHAM COMMUNITY DEVELOPMENT

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

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JAN-11-2018-938  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and McDowell Art LLC for the purpose of creating an original artistic design to be displayed within the main lobby of the Jefferson County Courthouse in the amount of \$185,000.00.

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Ronald McDowell. (hereinafter called "Designer").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Designer wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 31, 2017, at M.B. 171, Pg. 341 is hereby amended as follows:

Parties: The agreement is between Jefferson County, Alabama and McDowell Art LLC.

Scope of Services: The Designer agrees to create an original artistic design to be displayed within the main lobby of the Jefferson County Courthouse. The Designer agrees that the County has the authority to provide input and final approval on any created design prior to acceptance of the finished product by the County.

The Designer agrees to allow the County to preview the finished product prior at least two (2) weeks prior to the final installation. The parties agree that the method of the preview will be agreed upon between the parties.

The main lobby of the courthouse currently has two blank panels on the East wall which are heretofore designated as the Left panel and the Right panel. The Designer shall create an original artistic design for the Left panel to complement the architectural and historical character of the courthouse lobby.

The Designer will provide the fabrication, delivery and installation of the "Justice Is Blind" mural which will be 6 ft. w x 17 ½ ft. Designer agrees to install the final product on or before April 30, 2018.

Additionally, the parties agree that the final product delivered to the County by Designer shall become the property of the County.

Compensation: As compensation for the Designer's professional services performed herein, the County shall pay the Designer a total amount not to exceed \$185,000.00. The parties agree that Designer has received payment of \$34,000.00 for services performed and the County will provide the remaining balance as follows:

- \* First Payment of \$50,000 is due within one week of signing the amended contract.
  - \* Second Payment of \$50,000 is due by March 16, 2018
  - \* Final Payment of \$51,000 is due at the time of the installation of the final product.
- All checks will be made payable to McDowell Art LLC.

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

JEFFERSON COUNTY, ALABAMA  
Date: January 11, 2018  
By: James A. Stephens, President

McDowell Art LLC  
Date:  
By: Ronald McDowell

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

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JAN-11-2018-939  
RESOLUTION

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

Agreement(s):

- |   |              |
|---|--------------|
| • 2017 Everbridge Mass Notification System #8006  | \$130,000.00 |
| • 5ADM EMA Grant ALEA #10074                      | \$20,000.00  |
| • 2017 7FIL Division-G Grant ALEA #10077          | \$82,374.00  |
| • 2017 7LOC Rocky Ridge Fire Grant ALEA #1077     | \$48,546.00  |
| • 2017 7LOC Vestavia Hills Fire Grant ALEA #10078 | \$47,712.00  |

An Official copy is on file for permanent record in the Minute Clerk Office.

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 545 - 546, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

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JAN-11-2018-940  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Community Grant Program Agreement(s) for District 4:

- Irondale Senior Center #10044 \$1,000.00
- Positive Maturity Sheppard Center #10060 \$1,000.00

An Official copy is on file for permanent record in the Minute Clerk Office.

CERTIFICATION

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 546 - 548, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 11th day of January, 2018.

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Millie Diliberto  
Minute Clerk  
Jefferson County Commission

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)  
COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Irondale, Alabama ("Irondale"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Irondale is a municipality located within Jefferson County, Alabama, which seeks funding for tables and chairs for its senior citizens at the Irondale Senior Center; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,000.00 to Irondale, 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 December 31, 2018.
2. The County shall pay to Irondale a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Irondale shall use the public funds to purchase tables and chairs for its senior citizens at the Irondale Senior Center.

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

4. Irondale shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 31, 2018, whichever shall occur first.

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

6. The Irondale 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 Irondale 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 Irondale 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 Irondale 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

Date: January 11, 2018

James A. Stephens, President

Jefferson County Commission

IRONDALE ALABAMA

Charles Moore, Mayor

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

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COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Positive Maturity, Inc. ("Positive Maturity"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Positive Maturity is a 501(c)(3) organization which seeks funding for the Shepherd Center East, a senior center for residents of eastern Birmingham, to provide exercise programs to its senior citizens; and

WHEREAS, Positive Maturity meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,000.00 to Positive Maturity, 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 December 31, 2018.
2. The County shall pay to Positive Maturity a lump sum payment of \$1,000.00 upon execution of this agreement.

3. Positive Maturity shall use the public funds to assist in providing exercise programs to its senior citizens.

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

4. Positive Maturity shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 31, 2018, whichever shall occur first.

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

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

TN 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

Date: January 11, 2018

James A. Stephens, President

Jefferson County Commission

12/11/2017

POSITIVE MATURITY, INC.

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

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JAN-11-2018-941  
RESOLUTION

WHEREAS. a compensation for Absentee Elections Manager is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's Opinion dated June 28, 2002, and Act No. 2006.327.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves compensation for Anne-Marie Adams, Jefferson County Circuit Clerk, for serving as Absentee Elections Manager for the Special U.S. Senate General Election on December 12, 2017.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Absentee Elections Manager is due compensation of \$200.00 per day for 46 days served, for a total of \$9,200.

Approved by the Jefferson County Commission this the 11<sup>th</sup> day of January, 2018, recorded in Minute Book 171, Page(s) 548 of the Official Minutes and Records of said Commission.

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

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JAN-11-2018-942  
RESOLUTION

WHEREAS. a compensation for Absentee Elections Manager is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's Opinion dated June 28, 2002, and Act No. 2006.327.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves compensation for Karen Dunn Burks, Jefferson County Circuit Clerk, for serving as Absentee Elections Manager for the Special U.S. Senate General Election on December 12, 2017.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Absentee Elections Manager is due compensation of \$200.00 per day for 46 days served, for a total of \$9,200.

Approved by the Jefferson County Commission this the 11<sup>th</sup> day of January, 2018, recorded in Minute Book 171, Page(s) 548 of the Official Minutes and Records of said Commission.

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

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JAN-11-2018-943



## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves and adopts the 2018 Planning and Zoning Commission and Board of Zoning Adjustment Hearing Calendars as presented and attached.

## 2018 CALENDAR

### PLANNING AND ZONING COMMISSION

Deadline to submit Application for Rezoning/Subdivision	P & Z Commission Meeting Dates <i>Pre - meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing</i>	<b>REZONING ONLY</b> County Commission Meeting dates <i>Committee meetings held on the preceding Tuesday at 9AM</i>
November 21, 2017	December 14, 2017	January 11, 2018
December 21, 2017	January 11, 2018	February 8, 2018
January 18, 2018	February 8, 2018	March 8, 2018
February 15, 2018	March 8, 2018	April 12, 2018
March 22, 2018	April 12, 2018	May 10, 2018
April 19, 2018	May 10, 2018	June 7, 2018
May 24, 2018	June 14, 2018	July 12, 2018
June 21, 2018	July 12, 2018	August 9, 2018
July 19, 2018	August 9, 2018	September 13, 2018
August 23, 2018	September 13, 2018	October 11, 2018
September 20, 2018	October 11, 2018	November 8, 2018
October 18, 2018	November 8, 2018	<b>TBD</b>
November 20, 2018	December 13, 2018	<b>TBD</b>

### BOARD OF ZONING ADJUSTMENT

Deadline to submit Application to BZA	BZA Meeting Dates <i>Pre - meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing</i>
January 3, 2018	January 22, 2018
February 7, 2018	February 26, 2018
March 7, 2018	March 26, 2018
April 4, 2018	April 23, 2018
May 2, 2018	May 21, 2018
June 6, 2018	June 25, 2018
July 3, 2018	July 23, 2018
August 8, 2018	August 27, 2018
September 5, 2018	September 24, 2018
October 3, 2018	October 22, 2018
November 7, 2018	November 26, 2018
November 28, 2018	December 17, 2018 (3 <sup>rd</sup> Mon)
January 8, 2019	January 21, 2019

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

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JAN-11-2018-944  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of George Sadowski to the McCalla Area Fire District Board to fill the position of the late Jim Lowery for a term ending November 2019, be and hereby is approved.

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

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JAN-11-2018-945  
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the re-appointment of Delores Brooks to the McCalla Area Fire District Board for a term ending November 2022, be and hereby is approved.

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

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JAN-11-2018-946

Resolution Providing for Jefferson County’s Annual Participation in the “Severe Weather Preparedness Sales Tax Holiday” As Authorized by 40-23-230 Through 40-23-233 Code of Alabama 1975.

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256 (40-23-230 through 40-23-233, Code of Alabama 1975), effective April 26, 2012, which provides an exemption of the State Sales and Use Tax for certain purchases related to severe weather preparedness supplies during the first full weekend in February 2012 and the last full weekend of February in subsequent years; and

WHEREAS, 40-23-233, Code of Alabama 1975, authorizes the County Commission to provide for an exemption of County General Sales and Use Taxes (1%) for purchases of items covered by the Act during the same time period in which the State Sales and Use Tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the last Friday in February; and

WHEREAS, the Jefferson County Commission has affirmatively voted to grant the exemption of County General Sales and Use Tax (1%) on purchases covered by 40-23-230 through 40-23-233, Code of Alabama 1975, during the last weekend of February, beginning at 12:01 a.m. on the last Friday in February and ending at twelve midnight on the last Sunday in February, beginning in February 2018 **and continuing on the last full weekend of February each year thereafter** until and unless annual participation is

rescinded by further action of the County Commission; and

WHEREAS, *Code of Alabama 1975* § 11-15-210 (e) requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county General Sales and Use Taxes (1%) for the last full weekend of February herein adopted by the county commission is an amendment to the county's General Sales and Use Tax (1%) levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975*, §11-51-210 (e);

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that it does hereby provide for an exemption of the County General Sales and Use Taxes (1%) on purchases of items covered by 40-23-230 through 40-23-233, *Code of Alabama 1975*, beginning at 12:01 a.m. on the last Friday in February 2018 **and continuing on the last full weekend of February each year thereafter** until and unless participation is rescinded by further action of the county commission. **The Jefferson County Commission DOES NOT GRANT a sales tax holiday for the remaining 1% Special Revenue Sales and Use Tax that is levied for special purposes including educational purposes.**

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the Minutes of the January 11<sup>th</sup>, 2018 Meeting of the Jefferson County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975*, § 11-51-210 (e).

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name and on its behalf by its President on this the 11<sup>th</sup> day of January, 2018.

James A. (Jimmie) Stephens  
President, Jefferson County Commission

I Millie Diliberto, Minute Clerk for the Jefferson County Commission do hereby certify that the above and forgoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 11<sup>th</sup> day of January, 2018, recorded in Minute Book 171, Page(s) 550 of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this 11<sup>th</sup> day of January, 2018.

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

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Commissioner David Carrington requests that this item be held out for separate vote and consideration.

JAN-11-2018-947

RESOLUTION TO FINANCIALLY SUPPORT THE CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY ON PROPERTY OWNED AND OPERATED BY THE BIRMINGHAM-JEFFERSON CONVENTION COMPLEX

WHEREAS representatives of the Birmingham business community, the Birmingham Business Alliance, the Birmingham-Jefferson Convention Complex, the University of Alabama at Birmingham (hereinafter referred to as “UAB”), the City of Birmingham, the State Legislature and the Jefferson County Commission have met for months to review the desirability and feasibility of constructing a new multi-purpose facility on property owned by the BJCC (hereinafter referred to as “Facility”);

WHEREAS the Birmingham-Jefferson Convention Complex Board of Directors (hereinafter referred to as “BJCC”) retained Populous, a “global architectural design firm specializing in creating environments and venues that draw communities and people together”, to create a conceptual design of Facility;

WHEREAS Populous’ Facility design can accommodate concerts, football, soccer, extreme sports and other outdoor events with a permanent seating capacity of 45,000, expandable to 55,000 with the addition of temporary seating;

WHEREAS Populous’ Facility design also includes approximately 90,000 square feet of conditioned meeting space;

WHEREAS UAB needs a new stadium for its football team and has agreed to be a tenant at Facility;

WHEREAS the Birmingham metro area will host the World Games in 2021; and

WHEREAS the Jefferson County Commission has determined that Facility will further enhance the economic development and improve the quality of life in the Birmingham metro area;

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission pledges \$1,000,000 a year from the County’s Economic Development Fund for a period of 30 years as a contribution to the debt service for Facility contingent upon (1) the County’s execution of a mutually acceptable agreement with the BJCC; (2) a successful debt offering by the BJCC in 2018; and (3) construction beginning on or before December 31, 2018.

Adopted by the Jefferson County Commission this 11<sup>th</sup> day of January, 2018.

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

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A Public Hearing was held to hear comments regarding a Vacation of Unopened Road Right-of-Way of Graham Street a/k/a Marshall Street – Map of D.W. Houston’s subdivision VAC-18-4. There being none the Public Hearing was closed and the following action taken:

JAN-11-2018-948

January 11, 2018

WHEREAS, Hoar Construction L.L.C. and Defcon L.L.C., are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:  
DESCRIPTION OF PROPERTY TO BE VACATED:

A Part of Graham Street, situated in the S.E.1/4 of the N.E.1/4 of Section 20, Township 19 South, Range 4 West, Jefferson County, Alabama, being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, D.W. Houston's Subdivision, as recorded in Map Book 2, Page 9 in the Probate Office of Jefferson County, Alabama; thence in a Westerly direction a distance of 30.01 feet to the Southeast corner of Lot 4, D.W. Houston's Subdivision; thence 88°19'47" to the right in a Northerly direction along the Easterly line of said Lot 4 and Lot 5 of said subdivision a distance of 246.50 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the West line of said Lot 3; thence 90°00' to the right in a Southerly direction along the West line of said Lot 3 a distance of 247.37 feet to the Point of Beginning.

Containing 7,408 square feet or 0.170 acre.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Hoar Construction. L.L.C. and Defcon. L.L.C., the tract of land as above-described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 11th day of January, 2018, recorded in Minute Book 171, Page(s) 551 - 552, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 11th day of January, 2018.

Millie Diliberto  
Minute Clerk  
Jefferson County Commission  
My Commission Expires: August 31, 2019

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

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A Public Hearing was held to hear comments regarding a Vacation of Sanitary Sewer Easement - Bluff Park United Methodist Church Resurvey No. 2 Revision No. 1 (MB 210 Pg. 14) Sewer Ref # 05-40709 VAC-18-3. There being none the Public Hearing was closed and the following action taken:

JAN-11-2018-949

January 11, 2018

WHEREAS, Bluff Park United Methodist Church is the owner of the land abutting the following described sanitary sewer easement, situated in Jefferson County, Alabama, to-wit:

**DESCRIPTION OF PROPERTY TO BE VACATED:**

A 20 foot wide Sanitary Sewer Easement lying in the NE ¼ of the NE ¼ of Section 4, Township 19 South, Range 3 West, Jefferson County, Alabama and being a portion of that certain Sanitary Sewer Easement as described in Deed 9714/4767 as recorded in the Probate Office of Jefferson County, Alabama. Said Sanitary Sewer Easement to be vacated being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Bluff Park United Methodist Church Resurvey No.2 - Revision 1, recorded in Map Book 210, Page 14, and run in a Westerly direction along the South line of said lot a distance of 548.56 feet to a point; thence 87°31'44" to the right in a Northerly direction a distance of 350.00 feet to a point; thence 90°00'00" to the left in a Westerly direction a distance of 10.00 feet to a point; thence 15°17'02" to the right in a Northwesterly direction a distance of 49.35 feet to a point; thence 2°21'55" to the left in a Northwesterly direction a distance of 10.00 feet to the Point of Beginning of the centerline of the Sanitary Sewer Easement Vacation, said easement being 20 feet in width, lying 10 feet to each side of the following described centerline; thence continue along the last stated course a distance of 110.20 feet to the Point of Ending of the centerline of the Sanitary Sewer Easement to be vacated.

Containing 2,203.94 sq. ft.

Less and except any portion lying within 10 feet of any active and currently maintained Jefferson County sanitary sewer.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Bluff Park United Methodist Church, as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check for \$100 has been received for administrative fees.

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 11<sup>th</sup> day of January 2018, recorded in Minute Book 171, Page(s) 552 - 553, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 11th day of January 2018.

Millie Diliberto  
Minute Clerk  
Jefferson County Commission  
My Commission Expires: August 31, 2019

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

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A Public Hearing was held to hear comments regarding Zoning Case Z2017-033, Pamela Cato, owner requesting a change of zoning. There being none the Public Hearing was closed and the following action taken:

JAN-11-2018-950  
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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



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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-033 Pamela Cato, owner requests a change of zoning on Parcel ID# 06-30-0-000-032.000 in Sec 30 Twp. 15 Range 4 West from I-3 (Industrial) to A-1 (Agriculture) to allow a mobile home on existing residential property (Site Only: 6626 Highway 78 W, Graysville, AL 35073)(GRAYSVILLE)(0.69 Acres M/L) be approved.

Certification

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and /or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 553, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

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A Public Hearing was held to hear comments regarding Zoning Case Z2017-034, Loveless Park Baptist Church d/b/a Grace Life Baptist Church Owners. There being none the Public Hearing was closed and the following action taken:

JAN-11-2018-951  
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads

and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-034 Loveless Park Baptist Church d/b/a Grace Life Baptist Church, owners; Johnye Horton, agent requests a change of zoning on Parcel ID# 42-05-3-000-015.000 in Sec 05 Twp. 20 Range 4 West from A-1 (Agricultural) to Institutional-1 for compliance for a church parking lot. (Site Only: 6357 Loveless Park Loop, Bessemer, AL 35022)(LOVELESS PARK)(0.55 Acres M/L) be approved.

Certification

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and /or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 553 - 554, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

A Public Hearing was held to hear comments regarding Zoning Case Z2017-036, Estate of Charles Cain, owners. There being none the Public Hearing was closed and the following action taken:

JAN-11-2018-952  
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-036 Estate of Charles Cain, owners; James Kirk Farrelly, agent requests a change of zoning on Parcel ID# 19-24-0-000-025.001 in Sec 24 Twp. 17 Range 6 West from I-1 (Industrial) and A-1 (Agriculture) in order to subdivide the property into three (3) lots, resulting in "lot 1" to be rezoned to C-1 (Commercial) for a general retail store (Dollar General); proposed "lot 2" to be rezoned for future commercial development; and, "proposed lot 3" to be rezoned to A-1 (Agriculture) for compliance for residential property. (Site Only: 1195 Alliance Road, Bessemer, AL 35023)(ALLIANCE)(6.78 Acres M/L) be approved with the following restrictive covenants.

1. All exterior lighting shall be directed downward; and
2. Business hours shall be limited to between the hours of 8:00 am and 10:00 pm; and,
3. The site plan and the architectural plans for the exterior of any commercial buildings for the commercial lots are subject to the approval of the Planning and Zoning Commission.

Certification

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and /or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 11<sup>th</sup> day of January, 2018, as same appears and is recorded in Minute Book 171, Page(s) 554 - 555, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 11<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

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A request was presented and made by Commissioner Joe Knight's Office Staff and the Department of Roads and Transportation to the Minute Clerk and County Attorney for a Quitclaim Deed transferring property back to Graham Lands Alabama. The conveyance was approved on August 8, 2000, Minute Book 129, Page(s) 194-196 by the Jefferson County Commission. As per the agreement, Jefferson County has successfully completed the project and respectfully requests approval and/or execution of the quitclaim deed transferring this property back to Graham Land Alabama.

## QUIT CLAIM DEED

### STATE OF ALABAMA JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid to JEFFERSON COUNTY, ALABAMA (the "Grantor"), in hand paid by GRAHAM LANDS ALABAMA (the "Grantee"), the receipt of which is acknowledged, the Grantor does hereby remise, release, quitclaim and convey unto Grantee that certain real estate situated in Jefferson County, Alabama, which is more particularly described in the following instruments (collectively, the "Property") and hereby terminates the easements and rights granted therein with respect to the Property:

That certain parcel described in Exhibit A of instrument 200009/9755 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Said parcel being depicted in the attached Exhibit A and being bounded by the following described lines; The northeasterly and easterly boundary lines being described as follows:

Commence at the NE comer of the NW  $\frac{1}{4}$  of Section 30, Township 17 South, Range 1 West and proceed westerly along the north line thereof a distance of 199.21 feet, bearing North  $89^{\circ}25'17''$  West; thence tum left an angle of  $24^{\circ}13'13.49''$  and proceed southwesterly a distance of 745.72 feet; thence tum left an angle of  $3^{\circ}23'29''$  and proceed southwesterly a distance of 1,033.29 feet; thence turn right an angle of  $66^{\circ}35'40''$  and proceed northwesterly a distance of 690.19 feet to a point known as Point "B" for future reference; thence turn  $180^{\circ}$  and proceed southeasterly a distance of 62.99 feet to the point of beginning of a  $6^{\circ}$  curve to the left, having a central angle of  $66^{\circ}35'40''$  and a radius of 954.93 feet; thence proceed southeasterly along the arc of said curve a distance of 64.00 feet; thence tum left an angle of  $90^{\circ}$  and proceed northeasterly a distance of 75.00 feet to a point on the southwesterly property boundary of Graham Lands property, known as Point "X" for future reference, and the point of beginning of the northeasterly boundary line of the right-of-way area to be conveyed to Graham Lands; thence tum left and proceed northwesterly and northerly along the existing southwesterly and westerly boundary line of the Graham Lands property to the northwesterly comer of the Graham Lands property; said point being known as Point "Y" for future reference; said point being the end of the northeasterly boundary line.

The northwesterly boundary line being described as follows:

Commence at Point "B" as described above and from previous described course, tum right an angle of  $90^{\circ}$  and proceed northeasterly a distance of 116.17 feet; thence tum left an angle of  $30^{\circ}01'34''$  and proceed northerly a distance of 72.82 feet; thence tum  $180^{\circ}$  and proceed southerly a distance of 21 feet, more or less, to the intersection of a westerly extension of Graham Lands northerly property line and the point of beginning of the northwesterly boundary line of the right-of-way to be deeded to Graham Lands; said northwesterly boundary line begins at Point "Y" and lies 30.00 feet northeasterly of and parallel to the following described line; thence proceed southwesterly a distance of 11.59 feet (total distance from last tum equals 32.59 feet) to the point of beginning of a  $38^{\circ}11'50''$  curve to the right, having a central angle of  $30^{\circ}01'34''$  and a radius of 150.00 feet; thence proceed southwesterly along the arc of said curve a distance of 78.61 feet to the end of the curve; thence continue southwesterly along the extended tangent of said curve a distance of 0.94 feet to the end of said northwesterly boundary line of the right-of-way area to be deeded to Graham Lands; said end point of the northwesterly boundary line being known as Point "Z" for future reference.

The southwesterly boundary line being described as follows:

Commence at Point "B" as described above and from previous course tum  $180^{\circ}$  and proceed southeasterly a distance of 30.00 feet to the point of beginning of the southwesterly boundary line of the right-of-way area to be deeded to Graham Lands; said southwesterly boundary line lies 75.00 feet northeasterly of and parallel to the following described line and begins at Point "Z" described above; thence proceed

southeasterly a distance of 32.99 feet to the point of beginning of a 6° curve to the left, having a central angle of 66°35'40" and a radius of 954.93 feet; thence proceed southeasterly along said curve a distance of 64.00 feet to the end of the southwesterly boundary line of the right of-way area to be deeded to Graham Lands where said line intersects Point "X".

Situated in JEFFERSON COUNTY, ALABAMA.

All of said right-of-way area to be deeded to Graham Lands lies in the NW ¼ of the NW ¼ of Section 30, Township 17 South, Range 1 West and the right-of-way contains 0.04 areas, more or less.

TO HAVE AND TO HOLD the Property unto the Grantee, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 11th day of January, 2018.

JEFFERSON COUNTY, ALABAMA

James A. Stephens

Jefferson County Commission

Attest: Millie Diliberto, Minute Clerk

The State of Alabama

Jefferson County

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

Given under my hand and official seal, this 11<sup>th</sup> day of January, 2018.

Notary Public

Millie Diliberto

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Thereupon the Commission Meeting was recessed at 10:00 A.M.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, January 25, 2018.

James A. Stephens  
President

ATTEST:

Millie Diliberto

Minute Clerk