

STATE OF ALABAMA)

JEFFERSON COUNTY) February 22, 2018

The Commission Re-convened in regular session at the Jefferson County Courthouse, Birmingham, Alabama at 9:07 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 5 – David Carrington

District 4 – Joe Knight was absent.

Invocation by Rev. Brian Erickson of Trinity United Methodist Church, and Pledge of Allegiance was led by Travis Hulsey, Jefferson County Director of Revenue.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the Minutes of February 8, 2017, be adopted and approved as read. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

The Commission met in Work Session on Wednesday, February 21, 2018, and moved to approve the following Committee items to be placed on the scheduled February 22, 2018, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee - 1 item.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee - 5 items and 4 Addendum items, and 2 items from the floor.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee - 8 items and 9 addendum items.
- Commissioner Joe Knight, Judicial Administration, Emergency Management, Developmental Services Committee – 7 items and 1 addendum item.
- Commissioner David Carrington, Business Development, Finance and Information Technology Committee - 43 items, and 6 addendum items.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that Commission Agenda Resolutions 1 through 48, be adopted as presented and approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Unusual Demands
February 22, 2018

Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #

1	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Rogers, Clean-Car Wash/Maint. BOE Fleet	72.00	234019	4610
2	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	CLEAR AND BROWN SAFETY GLASSES, PRESSURE GAUGE FIL	180.72	235530	4861
3	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	BATTERY/FACE SHIELD, BULBS, FILTERS	164.77	235735	4903
4	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	JONATHAN'S GRADE IV RENEWAL FEE, PENCILS, ERASERS,	105.16	234558	4737
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	5 - X3/4 X 10 RAKER CARBONS - SHOP TOOLS	99.95	235389	4840
6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Bosch 30 ft. self-leveling line lazer	79.97	234196	4641
7	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	MOUNTING BRACKETS, 3-10 KW HEATERS	69.84	235529	4860
8	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	16FT X 20FT SILVER BRN HEAVY DUTY TARP	49.98	235481	4857
9	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Meeting/Luncheons, Blood Pressure cuffs, Pt transp.	713.54	234931	4789
10	CORONER	100193	JEFFERSON CO TREASURER	postage and binder	30.98	233809	4582
11	CORONER	100193	JEFFERSON CO TREASURER	specialty tape for the morgue	7.98	236005	4935
12	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	BRADY - CLE WEBINAR LEGAL ETHICS	50.00	234652	4765
13	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for P& Z Board lunch Feb 8	134.00	235541	4865
14	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	CHEST WADERS TO BE USED FOR WATER SAMPLING	84.95	235358	4831
15	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash for P&Z Board lunch Feb 8, 2018	23.97	235542	4866
16	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	REPAIR ADHESIVE FOR WADERS USED FOR WATER SAMPLING	6.99	234545	4731
17	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	PAPER TOWELS TO BE USED IN FIELD FOR WATER SAMPLIN	3.96	234543	4728
18	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH:NEW KEYS/SUPPLIES WIOA STAFF:K.STROTHER	63.59	234303	4667
19	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	MICROWAVE; CORD; BOLTS; NUTS; METAL; ADEM FEES	807.07	235635	4887
20	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	FOOD; ALUMINUM CONDUIT; ELECTRICAL PARTS; BATTERY	550.79	234431	4689
21	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	DUST MASK; BOTTLE WATER	32.55	234435	4692
22	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	Shipping, Veh. Titles, Veh. tags, bolts	522.33	235409	4847
23	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A DUCT HEATER FOR TOM GLOOR BLDG	320.00	235118	4804
24	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SHEET ROCK AND METAL STUDS FOR BESS CH	195.10	235578	4878
25	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TAPE & KNIVES FOR NEW PAINTERS-GSOC	186.00	235111	4804
26	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PROTECTOR PLATE FOR TOM GLOOR BLDG	176.43	234420	4687
27	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SUPPLIES FOR GROUNDS CREW-GSOC	159.66	234262	4658
28	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A GATE LATCH FOR RM 204-BESS CH	13.70	235113	4804
29	IT SYSTEM DEV & ADMINISTRATION	103128	LEONID MAZUR	Travel reimbursement Visual Studio- Leonid Mazur	265.62	234586	4745
30	IT SYSTEM DEV & ADMINISTRATION	136548	DOMINGA GARDNER	Travel reim for Gardner for Visual Studio -Orlando	258.33	234592	4746
31	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Valve to repair leak	20.97	234963	4793
32	LEEDS WWTP	100193	JEFFERSON CO TREASURER	cleaning supplies for office ahead of construction	17.36	235540	4864

33	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Oil for air compressor oil change	15.78	234487	4719
34	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. M. Alber for soda purchases for Assessors	13.33	234951	4791
35	PERSONNEL BOARD INFO SERV	132263	COLANDUS MURRAY	Prof. Development Reimb. of Tuition C. Murray	2600.00	235642	4891
36	PROBATE CT- ELECTION	100587	JEFF CO TREASURER	SPECIAL GENERAL ELECTION - VOTER'S LIST	23186.35	232456	4383
37	PROBATE CT- ELECTION	100587	JEFF CO TREASURER	SPECIAL PRIMARY RUNOFF - VOTER'S LIST	22958.90	232455	4383
38	PROBATE CT- ELECTION	100587	JEFF CO TREASURER	SPECIAL PRIMARY ELECTION - VOTER'S LIST	22850.90	232454	4383
39	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SOCKETS;ADAPTERS;PRINTER;CHAIR;OIL SEALS;	471.70	234385	4676
40	PUMP STATIONS	100193	JEFFERSON CO TREASURER	VALVES;ELLS;COUPLINGS;TOOL BAGS;PLIERS;SILICONE,CL	428.54	234412	4682
41	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE-W. SToudenMIRE, AUDITOR 12/17	185.12	233724	4549
42	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	KEYS, SHOP VAC, CLEANING SUPPLIES, FUEL/NAIL GUN	274.60	235320	4825
43	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	WHEEL CHOKES & AIR IMPACT	244.94	235900	4920
44	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS PERMIT RENEW(HAYES) SUPPLIES	119.23	235122	4806
45	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	LOCKS, PROPANE TANKS (WALTER GASTON)	42.58	235573	4874
46	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	NEW B CLASS CDL DRIVERS LICENSE	112.50	227357	3841
47	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	SPLICER, CDL, WINCH COVER, SOCKET, PLUG, SHIPPING	143.84	234861	4777
48	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	COIN ENVELOPES FOR INMATE PERSONAL ITEMS	29.99	230965	4174
49	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	SPONGE MOP WITH SCRUBBER & BLEACH FOR JAIL	67.92	233729	4553
50	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	STEP LADDER FOR JAIL	54.00	233730	4553
51	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	GREASE LIGHTING FOR CLEANING IN THE JAIL	53.96	233728	4553
52	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	PURCHASED TWO TIE IN TRANSITIONS FOR CAHABA HGHTS	148.00	235571	4873
53	SF ENFORCEMENT - BHAM	133628	KYOMI COLEMAN	TRVL REIMB: K. COLEMAN WILSON 10/22-26/17	305.25	231250	4197
54	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	APC BATTERY BACKUPS	119.97	234596	4747
55	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	BATTERY BACKUP	39.99	234605	4747
56	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	MACHINE SCREWS, WATERTITE CONN UF, CONDUIT LCKN	5.47	234602	4747
57	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for plumbing parts for ice machine	30.04	234290	4664
58	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner postage certifications refrigerator	1263.78	234425	4688
59	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BEARING INSERT	362.37	235614	4881
60	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FLOAT SWITCH FOR SUMP PUMP	200.00	235615	4881
61	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BEARING HOUSING	164.92	235618	4881
62	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	SPACE HEATERS	99.98	234665	4766

63	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FIBERGLASS SUPPLIES	75.47	234666	4766
64	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FITTINGS	69.63	234685	4766
65	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADAPTOR, UNCLOGGER, TOLIT FLOAT	44.95	234663	4766
66	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	CABLE & CLIPS	35.28	234680	4766
67	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	LATCH & PVC COUPLING	34.56	234670	4766
68	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FITTINGS	28.58	234675	4766
69	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	OIL SEAL	19.18	235613	4881
70	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FUNNELS	7.53	234688	4766
71	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BOLTS	3.88	234661	4766
72	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	CARBURATOR KIT & FILTER	75.36	234693	4766
73	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	100 AMP ELECTRICAL SERVICE AND MATERIALS	296.44	234539	4725
74	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	WOOD WORKING TOOLS	272.18	234581	4744
75	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	LUMBER AND WOOD TOOLS	185.99	234862	4778
76	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	LUMBER AND WOOD TOOLS	84.63	234893	4784
77	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	SPRAY PAINT	57.86	234541	4726
78	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	DRINKING WATER	39.80	234542	4727
79	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	REPLACEMENT KEYS	26.00	234544	4730
80	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	OFFICE SUPPLIES;UPS MAIL;SCREWS;EXT RING;SCREWDRVR	232.26	234414	4683
81	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Recreational/Medical Supplies for Residents	150.37	235267	4819
Grand Total					\$83,802.16		

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

FEB-22-2018-1036
PURCHASING DIVISION AGENDA REPORT
For Week of 01/26/18 – 02/01/18
Committee Meeting FEBRUARY 21, 2018
For Commission Approval
FEBRUARY 22, 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 FEBRUARY 2, 2018

1. RECOMMENDED FOR ALL DEPARTMENTS FROM OFFICE DEPOT, INC., BOCA RATON, FL, TO RENEW BID FOR TONER, PRINTER IMAGING SUPPLIES FOR THE PERIOD 04/01/2018 - 03/31/2019. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST YEAR RENEWAL)

REFERENCE BID #35-17
REFERENCE MUNIS BID #N/A

2. RECOMMENDED FOR CORONER/MEDICAL EXAMINER, BIRMINGHAM, AL, TO RENEW BID FOR CORONER APRONS FOR THE PERIOD 05/18/2018 - 05/17/2019. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST YEAR RENEWAL)

REFERENCE BID #71-17
REFERENCE MUNIS BID #N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 02/02/18 – 02/08/18
Committee Meeting FEBRUARY 21, 2018
For Commission Approval
FEBRUARY 22, 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 FEBRUARY 9, 2018

1. RECOMMENDED FOR GENERAL SERVICES FROM AMERICAN CHEMICALS AND EQUIPMENT INC., BIRMINGHAM, AL TO AWARD BID FOR HOUSEKEEPING SUPPLIES FOR GROUP 5 FOR BULK STORES FOR THE PERIOD 03/01/2018 – 02/29/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #21-18
REFERENCE MUNIS BID #18015

2. RECOMMENDED FOR GENERAL SERVICES FROM BUDGET JANITORIAL SUPPLY, BIRMINGHAM, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES FOR GROUPS 1, 2, 3, 4, FOR BULK STORES WAREHOUSE FOR THE PERIOD 03/01/2018 – 02/29/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #21-18
REFERENCE MUNIS BID #18015

3. RECOMMENDED FOR GENERAL SERVICES FROM FERGUSON ENTERPRISES, BIRMINGHAM, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES FOR GROUP 6 FOR BULK STORES WAREHOUSE FOR THE PERIOD 03/01/2018 – 02/29/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #21-18
REFERENCE MUNIS BID #18015

4. RECOMMENDED FOR ALL DEPARTMENTS FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, TO AWARD BID FOR OFFICE SUPPLIES GENERAL FOR THE PERIOD 03/01/2018 – 02/28/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #28-18
REFERENCE MUNIS BID #N/A

5. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM GRAYBAR ELECTRIC COMPANY, ATLANTA, GA, TO RENEW BID FOR ELECTRIC SUPPLIES FOR THE PERIOD 11/03/2017 – 11/02/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL YEAR)

REFERENCE BID #115-16
REFERENCE MUNIS BID #N/A

6. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM P & H SUPPLY CO., INC., WARRENTON, GA, TO RENEW BID FOR RIGID SEWER CAMERA FOR TV INSPECTIONS FOR THE PERIOD 03/01/2018 – 02/29/2019. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID #36-15
REFERENCE MUNIS BID #N/A

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

FEB-22-2018-1037

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/26/18 – 2/01/18, and 2/02/18 – 2/08/18, BE HEREBY APPROVED.

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

FEB-22-2018-1038

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/26/18 – 2/01/18, and 2/02/18 – 2/08/18, BE HEREBY APPROVED.

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

FEB-22-2018-1039

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

- a) Regions Bank Statement Closing Date – January 31, 2018

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

MULTIPLE STAFF DEVELOPMENT

Community Development	
Lawanza Webb	623.29
Paula Leeth-Potter	607.75
2018 Workforce Conference Montgomery, AL-February 13-15, 2018	
Octavia Henry	890.51
Sandra Foster	778.20
GFOAA 34 th Annual Conference & Training Seminar Huntsville, AL –February 21-23, 2018	
Agatha Jones	1,549.40
Octavia Henry	1,714.56
Keith Strother	1,687.74
SETA Southeastern Employment and Training Association Spring Conference Memphis, TN –March 18-21, 2018	
Development Service	
Rosalyn Butts	380.00
Columbus Sanders Mandy Elledge Wayne Trammell Chemical Spill Response Training Pelham, AL-February 14, 2018	
Road & Transportation	
Gary Cochran	1,980.00
Robert Eaton Darryl Sanders Adam Laney Andy Ryan Bret Goodwin Chis Hayes David Reynolds Julian Smith Roger Gossett Tommy Bigham	

Shannon Bonham
Jonathan Acton
Jeremy McAlpine
Gary Mayfield
Michael Mitchell
James Holder
Steven W. Kilgore
Michael Crane
Michael Geesling
Shawn Cato
Cedric Perry
Alabama Vegetation Management Herbicide
Applicators Annual Meeting
Tuscaloosa, AL -February 27-28, 2018

Tax Assessor –Birmingham
Nancy Wilson 907.72
Blakely Randolph 886.03
Carol Lane* 724.68
Basic Mapping
Montgomery, AL-March 6-9, 2018
*March 7-9, 2018

Sandra Rice 692.02
Shelia Nixon 692.02
ESRI Conference
San Diego, CA -July 8-13, 2018

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization
John Michael Colburn 587.68
Train the Trainer Course
Auburn, AL –April 11-13, 2018

Maria Knight 200.00
Alabama Association of Tax Administrators
Conference
Hoover, AL –February 11-14, 2018

Sonya King 297.15
Business Services Training
Montgomery, AL –March 1-2, 2018

Cooper Green
Angela J. White 135.00

AAIM Coding Symposium
Birmingham, AL –February 23, 2018

Development Service
Roger Lemley 80.00

Quality Certified Inspector for Erosion and
Sediment Control with Homebuilders -Online
Birmingham, AL –December 6, 2017

Wayne Trammell 200.00

Quality Certified Inspector for Erosion and
Sediment Control with Homebuilders
Irondale, AL –May 16, 2018

Daniel Phillips 200.00

Quality Certified Inspector for Erosion and
Sediment Control with Homebuilders
Irondale, AL –February 8, 2018

Greg Hollis 918.84

Alabama Assc. of Electrical Inspectors
Conference
Orange Beach, AL –March 11-13, 2018

Daniel Phillips 1,535.53

Code Officials Association
Gulf Shores, AL –May 13-18, 2018

Family Court
James Sparks 794.46

20th Annual LADCP Conference
New Orleans, LA –April 2-5, 2018

Finance
Malinda Stubbs Parker 203.50

CGAT
Tuscaloosa, AL –August 24, 2017

Revenue
Martrece Brown 466.49

CROAA Enforcement of Licenses & Taxes
Class
Prattville, AL –March 7-8, 2018

Tax Assessor – Birmingham
John Powe 970.00

IAAO 400 Assessment Admin
Prattville, AL –March 19-23, 2018

Tax Assessor- Bessemer
Reginald Threadgill 887.72
2018 AAAO MidWinter Conference
Huntsville, AL –March 13-16, 2018

Youth Detention Center
Katrina Andrews 1,260.12
PREA Investigator Training
Gatlingburg, TN –March 12-15, 2018

FOR INFORMATION ONLY

Personnel Board
Latrenda Hardy 213.14
Troy State University
Troy, AL –April 3-4, 2018

Latrenda Hardy 949.61
Morehouse College-2018 Spring Career Fair
Atlanta, GA –February 8-9, 2018

Jim Greene 300.00
Auburn University-Career Fair
Auburn, AL –March 27, 2018

Michael Glaze 1,291.40
ATD 2018 International Conference and Expo
San Diego, CA –May 5-10, 2018

LaTrenda Hardy 275.00
Univ. of West Georgia-Career & Internship
Expo 2018
Carolton, GA –March 14, 2018

LaTrenda Hardy 75.00
UAB Career and Professional Development
Healthcare Career Day
Birmingham, AL –January 24, 2018

Sheriff
Tyler Burt 927.50
Brian Allison 927.50

Brian Youngblood Forensic Mapping with Crash Zone Forsyth, GA –March 4-9, 2018	927.50
Timothy Graham Foundation of Intelligence Analysis Frankfort, Kentucky –March 4-9, 2018	1,458.94
Tim Sanford Animal Cruelty Certification Pensacola, FL –February 11-15, 2018	1,273.94
John Michael Mobile Device Forensics Orlando, FL –April 22-28, 2018	2,695.25
Kimberly Grant FBI-LEEDA Executive Training Conference Birmingham, AL –April 30-May 2, 2018	350.00
Larry Williams Supervising the Toxic Officer Gatlinburg, TN –March 11-14, 2018	1,290.75
Matthew McGill Traffic Accident Reconstruction Forsyth, GA –April 8-13, 2018	927.50

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

FEB-22-2018-1040
RESOLUTION

WHEREAS, the U.S. Department of Justice, Office on Violence against Women is accepting applications for FY 2018 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking grants;

WHEREAS, the Jefferson County District Attorney’s Office and One Place Metro Alabama Family Justice Center have an existing partnership with an emphasis on Sexual Assault Response and Domestic Violence Response;

WHEREAS, the One Place Metro Alabama Family Justice Center will be the applicant and implementing agency;

WHEREAS, the Jefferson County Commission has a vested interest in having services to victims of crime enhanced;

THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is authorized to sign any documents required for support of the grant application.

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

FEB-22-2018-1041
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the Joint Billing and Collection Agreement between Jefferson County and The Water Works Board of the City of Birmingham pertaining to the billing, collection, and remittance of sewer service charges to Jefferson County by The Water Works Board of the City of Birmingham.

STATE OF ALABAMA)

JEFFERSON COUNTY)

JOINT BILLING AND COLLECTION AGREEMENT
BETWEEN JEFFERSON COUNTY AND THE WATER WORKS BOARD OF THE CITY OF
BIRMINGHAM

THIS JOINT BILLING AND COLLECTION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 22nd day of February 2018, by and between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter referred to as "the County") and THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, a public corporation (hereinafter referred to as "the Board").

RECITALS

WHEREAS, this Agreement is entered into under the authority of Amendment 73 to the Alabama Constitution of 1901, 1949 Ala. Acts 619, 1953 Ala. Acts 616, and 1961 Ala. Acts 886, and by Resolution of the County approved on the 22nd day of February 2018, at MB Vol. 171, Page(s) 605 - 611 and by Resolution of the Board approved on the 22nd day of February 2018; and

WHEREAS, the Board owns and operates a water system that serves customers in the greater Jefferson County area, including customers in Blount County, Shelby County, St. Clair County, and Walker County, and the Board collects water consumption data from its customers to provide the basis for the calculation of water service charges; and

WHEREAS, the County owns and operates a sanitary sewer system and provides sanitary sewer services to customers throughout Jefferson County, and in parts of Shelby County and St. Clair County that are connected to the County's sewer system, including some customers receiving water from the Board; and

WHEREAS, sewer service charges are levied upon and collected from the persons and property whose sewerage is disposed of or treated by the sewers or the sewerage treatment or disposal plants owned and operated by the County; and

WHEREAS, the water consumption data collected by the Board is utilized to calculate sewer service charges for Board water customers connected to the County's sanitary sewer system; and

WHEREAS, it is the desire of the County and the Board to jointly bill those customers that receive water service from the Board and sewer service from the County in one uniform bill to simplify the billing and collection process and eliminate duplication of services; and

WHEREAS, it is the desire of the County that the Board shall act as the County's agent in the matter of sending out bills for and in making collection of sewer service charges levied upon sewer service customers receiving water service from the Board; and

WHEREAS, the County further desires that the Board render bills to all private persons, firms, partnerships, corporations, LLCs, other legal entities, and all other Board water customers connected to the County's sanitary sewer system; and

WHEREAS, the County is subject to and bound by the terms of the Trust Indenture dated December 1, 2013, between the County and Wells Fargo Bank, National Association (the "Indenture"), and the County's Sewer Use Charge Ordinance (as amended, the "Sewer Use Charge Ordinance") and the Board agrees that it shall execute its billing and collection duties pursuant to this Agreement in a manner consistent with the covenants, pledges, and parameters contained in Section 10.8(h) of the Indenture and in Article III of the County's Sewer Use Charge Ordinance; and

WHEREAS, the County hereby requests that the Board act as the County's agent for the purpose of billing, collecting, and remitting sewer service charges and the Board hereby accepts the County's offer to act as the County's agent in accordance with the terms set forth herein; and

WHEREAS, it is in the best interest of those served by the Board and the County that a cooperative agreement be established.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements of the parties hereto, the County and the Board mutually stipulate and agree as follows:

TERMS OF AGREEMENT

1. JOINT BILLING AND COLLECTION

1.1. It is agreed that the Board and the County shall jointly bill those customers that receive both water service from the Board and sanitary sewer service from the County in one uniform bill ("joint bill"). It is understood and agreed that the Board, in its sole discretion, shall be responsible for preparing and delivering the joint bill.

1.2. The joint bill shall reflect the total charges for both water consumption and sewer usage for the same billing period. The sewer service customers subject to this Agreement shall be billed in accordance with the Board's established billing cycles and the billing cycle of each sewer service customer subject to this Agreement shall correspond with the customer's water service billing cycle. The Board reserves the right to change or modify its billing or reading cycles.

1.3. The parties understand and acknowledge that the Jefferson County Commission adopts rate schedules or rate structures to calculate sewer service charges and that the rate schedules or rate structures utilize the water consumption data collected by entities such as the Board. It is understood and agreed that the Jefferson County Commission is solely responsible for establishing sewer rate schedules or sewer rate structures.

1.4. In preparation of the joint bill, acting as the County's billing agent, it is understood and agreed that the Board shall utilize the water consumption and meter data collected to calculate the County's corresponding sewer service charge in accordance with the County's sewer rate schedules or sewer rate structures.

1.5. The Board agrees to promptly implement upon request by the County any changes or amendments to the County's sewer rate schedules or sewer rate structures.

1.6. The Board agrees that it shall bill sewer service customers according to the customer classes and factors designated by the County, including status as billed for sewer, customer type, meter size, and sewer return factor. The Board agrees that it shall not modify the account parameters determined by the County without prior written or electronic approval of the County. The Board further agrees that it shall implement all changes to an account parameter as requested by the County within ten (10) business days of the Board's receipt of a written or electronic request.

1.7. Upon the assignment to the Board of the County's rights, interests, title, claims, and benefits for sewer service charges from the County's sewer customers as set forth in Section 4, Disbursements of Payments and Compensation, but subject to the Board's adherence to the terms set forth in Paragraph 1.8 herein, the Board shall have the authority to make appropriate adjustments or issue appropriate credits for sewer service charges. Any such credit or adjustment will be for circumstances where it can be established, verified, and documented that water was not discharged into or did not otherwise return to the County's sanitary sewer systems. This would include, but not be limited to, clerical errors such as water meter misreads, leaks, or private meters for pools or irrigation systems. For situations where an adjustment is requested due to leaks where it is established that the leaking water, or some portion of the leaking water, was not discharged into or did not otherwise return to the County's sanitary sewer systems, the Board will determine the appropriate adjustment to be made in a manner consistent with the terms of Paragraph 1.8 herein. County personnel shall be made available to assist Board personnel in calculating sewer service charge credits and adjustments.

1.8. The Board acknowledges and understands that pursuant to Section 10.8(h) of the Trust Indenture dated December 1, 2013, between the County and Wells Fargo Bank, National Association (the "Indenture"), the County has covenanted that it "shall not furnish any free utility service to any person, including the State or any other political subdivision," with the limited exception of impact fees for municipal facilities. The Board agrees that it shall not perform any action, nor shall it fail to perform any action, when such performance or non-performance would cause the County to be in violation of its covenants set forth in Section 10.8(h) of the Indenture. The Board further agrees that it shall not make "courtesy" adjustments for any sewer service charges. The Board further agrees that all sewer service credits or adjustments will be made in a manner consistent with Article III of the County's Sewer Use Charge Ordinance, which is incorporated herein by reference. The Board further acknowledges and agrees that all sewer service charge credits and adjustments will be made in a business-like manner that is no more liberal or lenient than the County's Sewer Use Charge Ordinance.

1.9. Every sewer service charge credit or adjustment, the basis for said credit or adjustment, and the name of the Board employee authorizing or making said credit or adjustment shall be documented in the affected customer's account records. All documentation submitted by the customer in support of the request for a credit or adjustment must be maintained by the Board. A report containing all sewer service charge credits and adjustments made or issued by the Board shall be provided to the County on a weekly basis.

1.10. All sewer service charge credits and adjustments are subject to audit and review by the County or its auditors and sufficient information shall be provided in forms acceptable to the County so that it may reasonably and expeditiously perform its audit and review. Upon review or audit, if the County

believes that a credit or adjustment or the amount thereof is incorrect or unsubstantiated, the County shall submit a request with supporting documentation and explanation for the request to the Board's Assistant General Manager for Finance and Administration that the credit or adjustment be reversed. The Board shall have ten (10) business days to review the County's request. If the credit or adjustment is reversed, the reversal shall be reflected in the next billing cycle. Should the Board and the County be unable to agree as to the appropriate credit or adjustment, then the parties agree to submit the dispute to a mutually agreed upon mediator with the costs to be split equally between the parties.

1.11. The Board may exercise discretion in the matter of its efforts made to collect any joint water and sewer bill. Likewise, the Board may exercise discretion in the matter of accepting tentative partial payments on account, or in respect of exercising any other leniency which the Board may deem best in respect of trying to collect bills, provided the Board's actions are consistent with Paragraph 1.8 herein. No such partial payment shall be taken to waive any enforcement remedies for the collection of such bills which the Board and/or the County are authorized by law to contract or pursue. If the Board exercises its discretion to accept partial payments on any bill rendered for a billing period, any balance due for that period must be added to the bill of a delinquent customer for the ensuing period, and if such bill for the ensuing period is not paid full during that ensuing period, the Board may exercise its remedy by cutting off the water as hereinafter provided.

1.12. In the event any bill becomes due, and any part thereof remains past due, the Board, within the Board's discretion, may cut off the supply of water to such delinquent customer, provided that can be done without interrupting the supply of water to another customer (not delinquent) on the same water supply line, and provide no public health hazard, within the knowledge of the Board, would be involved by so cutting off the water supply.

1.13. The County will complete workflows in SAP on all new connections which will establish sewer service. For accounts that are already established but which no sewer service exists, the County will furnish the Board lists or reports giving the names and addresses of all sewer connection additions and deletions and any other information (including billing start date) affecting the sewer service charges or tax to be billed. These lists or reports shall be furnished far enough in advance of the billing date as to allow the Board time to prepare and mail out bills in a timely fashion. Upon the written direction of the County, the Board has the authority and responsibility for activating and deactivating sewer service customer accounts.

2. RECORDS

2.1. The Board agrees that it will engage a Certified Public Accountant to complete a Service Organization Control – 1 (SOC-1) Audit every two (2) years, beginning in FY 2019 and deliver a copy of the audit report to the County. The purpose of the SOC-1 Audit is to report on the Board's controls for processing sewer charges and the operating effectiveness of those controls.

2.2. The Board agrees that all customers establishing, reconnecting, restoring, or reestablishing water service shall complete an application developed through the cooperation of the Board and the County. The Board and the County understand and agree that the revised application facilitates and enables the sharing of customer data necessary for the Board and the County to efficiently and effectively meet their respective obligations pursuant to this Agreement. The parties agree that the revised application shall, at a minimum, include the following:

a) An express acknowledgment by the customer that it understands that all information provided in the application will be maintained by the Board and shared with the County for the purposes of establishing a sewer service account and for the administration thereof.

b) An express acknowledgment by the customer that it understands that in the event the Board and/or the County places the account for collection for failure to make payments as agreed, additional

charges may be imposed, including but not limited to collection fees, attorneys' fees, legal costs, expenses, and transactional fees (for use of certain payment methods).

c) An express acknowledgment by the customer that when it provides the Board and the County with its telephone number, the customer gives its consent for the Board, the County, and/or their respective agents (including their collection agents), to contact the customer at the telephone numbers provided or any other phone number that is later acquired for the customer, and to leave live or pre-recorded messages or text messages to the extent that such efforts are necessary to service the customer's account or enforce any part of the customer's service agreement. Additionally, the customer needs to expressly acknowledge its consent that calls may be delivered by an auto dialer. Further, the customer needs to expressly acknowledge its consent that by providing an email address, the customer gives its consent to receive emails from the Board, the County, or any of their respective agents (including the Board and the County's collection agents), that may contain billing or other account information. Finally, the customer needs to expressly acknowledge its consent that the Board or the County may deliver by door hanger information to the extent that such efforts are necessary to service the customer's account or enforce any part of the customer's service agreement.

d) That the customer shall be required to provide a copy of his, her, or its lease or deed pertaining to the property for which water and sewer services are established, reconnected, restored, or reestablished.

e) That the customer shall be required to provide identifying information such as a copy of a driver's license, a driver's license number, date of birth, social security number, or tax identification number in order to establish, reconnect, restore, or reestablish water and sewer services.

2.3. The Board agrees to keep all records pertaining to the billing, collection, distribution, or otherwise associated with the administration of the services herein delegated to the Board as the County's agent as are deemed adequate by the Board's certified public accountants. All such records shall be open for inspection by the County upon request and without charge during business hours.

2.4. The parties agree that the Board's books and records pertaining to this Agreement will be available to the County and its accountants for audit and inspection. The Board agrees to provide to the County a balanced statement by October 31 of each year showing the amount of sewer charges billed and the collections remitted to the County.

2.5. The Board agrees to keep all customer account records in good condition for at least a period of ten (10) years or longer in either electronic or in some other format agreeable to the parties.

2.6. The Board agrees to provide water consumption data to the County within five (5) days of a written request. A request via electronic means is sufficient.

2.7. In addition to the other reports agreed to or as set out herein elsewhere, the Board agrees to provide the County with the following reports or data pertaining to sewer billings and accounts at regular agreed upon intervals or upon special request consistent with historical reports and data provided to the County by the Board:

a) Current sewer service accounts. The Board agrees that the reports with the data outlined below shall be provided within fifteen (15) days following the close of each billing cycle:

- i. Customer name
- ii. Bill date
- iii. Service number
- iv. Tenant number
- v. Billing address
- vi. Service address

- vii. Metered water consumption
- viii. Billed consumption or billed sewer charge
- ix. Meter size
- x. Amount paid or collected
- xi. Billing class (County and the Board)
- xii. Other variable location information

b) Non-current sewer service accounts at 30, 60, 90, and 120 days delinquent. The Board agrees that the report shall set out the name of the customer, the service address, the account number, the age of the delinquency, the outstanding balance, and the last payment date. The Board agrees to provide these reports within fifteen (15) days following the close of each billing cycle.

c) Customers that have been shutoff for non-payment since the last report. The Board agrees to provide this report on a weekly basis.

d) Customers that have had service restored since the last report. The Board agrees to provide this report on a weekly basis.

e) The total amount billed and collected during a billing cycle and categorized by payments made on current bills and payments made on delinquent bills. The Board agrees to provide this report within fifteen (15) days following the close of each billing cycle.

f) In addition the foregoing, the reports and data provided to the County shall contain, but shall not be limited to, the following:

- i. Added services or accounts
- ii. Credits issued
- iii. Number of accounts by type, status, and area
- iv. Delinquent or charged-off accounts (for periods wherein the County has responsibility)
- v. Security deposits
- vi. Gross and net consumption
- vii. Gross and net billed amounts
- viii. Amounts collected (for periods wherein the County has responsibility)
- ix. Meter misreads and adjustments
- x. Largest 100 annual users

2.8. The Board agrees to provide the County with a report or list of all water customers in Jefferson, Shelby, and St. Clair Counties on a quarterly basis. The report or list shall identify the name of the customer on each account, account type, the service address, other available location information, the account number, and the meter number. Such reports or lists are necessary to ensure that all customers connected to the County's sanitary sewer system are properly identified and billed.

3. UTILITY BILLING SYSTEM

3.1. The Board agrees to provide the County with limited online access to the Board's utility billing system as such pertains to customers jointly billed for water and sewer services. The County agrees

to provide reasonable financial assistance to the Board for costs incurred by the Board in fulfilling the technical requirements made necessary to provide the County with online access to the Board's utility billing system.

3.2. The Board agrees that the County will have at a minimum the following capabilities and rights via the County's access to the Board's utility billing system:

- a) The ability to activate and deactivate sewer service customer accounts.
- b) Read-only access to water and sewer service related data fields necessary for the administration of sewer service customer accounts, including, but not

limited to the following:

- i. customer's name
- ii. service and billing addresses associated with an account
- iii. account number
- iv. meter number associated with the account
- v. customer's identifying information such as a copy of a driver's license, driver's license number, date of birth, social security number, or tax identification number
- vi. payment history
- vii. consumption history
- viii. lease or deed provided by the customer reflecting residency or

occupancy

3.3. The Board agrees that the County will have the ability to generate reports via the Board's utility billing system. To the extent the Board cannot reasonably provide such reports via the utility billing system, the Board agrees to provide the County the requisite data in delimited electronic format sufficient to enable the County to prepare such a report.

3.4. The Board and the County agree to fully cooperate and to aid each other in developing improvements to the electronic billing and collection technologies available to the parties.

4. DISBURSEMENT OF PAYMENTS AND COMPENSATION

4.1. The County agrees to pay the Board a fee, as further defined herein in Paragraphs 4.2, 4.3, 4.4, and 4.5, for each billing period for the Board's services in the billing and collection of the County's sewer service charges.

4.2. In accordance with the Board's previously established billing cycles beginning on January 1, 2018, and continuing through May 31, 2018, the Board shall be paid a fee of 2.69 percent of the sewer service charges collected by the Board.

4.3. In accordance with the Board's previously established billing cycles beginning on June 1, 2018, and continuing through September 30, 2018, the Board shall be paid a fee of 5.69 percent of the total sewer service charges, less all account adjustments and credits, billed by the Board (hereinafter the "Net Sewer Service Charges").

4.4. Beginning October 1, 2018, the parties agree that the fee paid pursuant to this Agreement shall be based on and derived from mutually agreed upon costs in a periodic cost allocation study (hereinafter the "Cost Study"), plus an additional two percent (2%) of the Net Sewer Service Charges billed by the Board for the Board assuming and accepting assignment and collection of all debts or claims for payment for said sewer service charges from the County's sewer customers.

4.5. The parties agree that the percentage for the fee to be paid pursuant to this Agreement, as determined by the Cost Study, shall be 5.77 percent of the Net Sewer Service Charges billed by the Board.

With an additional two (2) percent of the Net Sewer Service Charges billed by the Board for the Board assuming and accepting assignment and collection of all debts or claims for payment for said sewer service charges from the County's sewer customers. In accordance with the Board's previously established billing cycles beginning on October 1, 2018, the Board shall be paid a fee of 7.77 percent of the Net Sewer Service Charges billed by the Board.

4.6. Beginning June 1, 2018, the Board shall remit to the County each Monday via ACH the Net Sewer Service Charges billed by the Board minus the Fee. It is understood that the weekly remittance to the County shall reflect those sewer service charges billed by the Board fifteen (15) business days prior to the remittance.

4.7. Effective June 1, 2018, upon the payment by the Board to the County for all sewer charges billed and the Board's receipt of the fee described herein at Paragraphs 4.3, 4.4, and 4.5, the County shall be deemed to have fully and completely assigned and set over to the Board all its rights, interests, title, claims and benefits for said billed sewer service charges from the County's sewer customers and the Board shall be deemed to accept and become the sole lawful owner of all of the County's rights, interests, title, claims and benefits for said billed sewer service charges from the County's sewer customers.

4.8. As of June 1, 2018, the parties will determine the amount of outstanding receivables for the sewer service charges billed prior to June 1, 2018, and not yet turned over to the County for collection (hereinafter the "Receivables"). The Board will purchase from the County the Receivables for 98 percent of the total amount of said Receivables. The Board shall be paid a fee of 2.69 percent of the purchase price, said amount being consistent with the fee paid to the Board prior to June 1, 2018, on sewer service charges collected. The Board shall also be paid a fee of 2 percent of the purchase price for the Board assuming and accepting assignment and collection of the Receivables. Upon the payment by the Board to the County for the Receivables, the County shall be deemed to have fully and completely assigned and set over to the Board all its rights, interests, title, claims and benefits for the Receivables from the County's sewer customers and the Board shall be deemed to accept and become the sole lawful owner of all of the County's rights, interests, title, claims and benefits for the Receivables from the County's sewer customers.

4.9. Upon such assignments as set forth in paragraphs 4.7 and 4.8, it will be the Board's right to use its best efforts to collect said debts and claims for said sewer service charges from the County's sewer customers. The County and the Board hereby acknowledge and agree that in order to fully effectuate the transfer and assignment said debts and claims for said sewer service charges from the County's sewer customers, that it may be necessary for both parties to execute additional documents or agreements. Accordingly, the County and the Board agree to execute such documents or agreements to cause such transfer or assignment to be fully effectuated.

5. INDEMNIFICATION

5.1. In the event that the County, its elected officials, employees, agents, servants, and attorneys are named in any lawsuit, action, claim, demand, or other administrative proceeding brought by a water or sewer service customer in which an act or omission of a Board employee is complained of, the Board agrees to indemnify, defend, and hold harmless the County, its elected officials, employees, agents, servants, and attorneys from any and all liability, costs, and expenses including, but not limited to reasonable attorneys' fees.

5.2. In the event that the Board, its officials, directors, employees, agents, servants, and attorneys are named in any lawsuit, action, claim, demand, or other administrative proceeding brought by a water or sewer service customer in which an act or omission of a County employee is complained of, the County agrees to indemnify, defend, and hold harmless the Board, its officials, directors, employees,

agents, servants, and attorneys from any and all liability, costs, and expenses including, but not limited to reasonable attorneys' fees.

5.3. For purposes of defending claims against the Board and the County arising in any way out of the provision of water and sewer service services enumerated herein, the Board and the County agree to cooperate to the fullest degree in providing a defense to such claims. Accordingly, any communications by, between, and among the Board and the County or its elected officials, directors, employees, agents, servants, and attorneys, including counsel of record, with respect to any potential claim, actual claim, lawsuit, action, demand, or administrative proceeding shall be considered confidential and subject to the joint defense privilege. Any document or information exchanged between counsel also will be considered privileged and confidential by the recipient.

6. SECURITY DEPOSITS

6.1. The Board will be collecting a security deposit, as properly adopted by the County and the Board, from all customers opening a new account or reconnecting, restoring, or reestablishing an existing account subject to this Agreement. The Board will deposit the collected sum in a trust or escrow account to be maintained by the Board.

6.2. In the event of a non-payment, the security deposit will be applied based upon the amount of each respective deposit for water or sewer.

6.3. Whenever any water and sewer service customer who has maintained a security deposit terminates its contract, it may demand and receive from the Board payment from the security deposit trust or escrow fund any balance credited to such customer's security deposit after debiting said deposit with any balance that may be due for service charges.

6.4. The Board agrees to provide the County with a monthly accounting, report, or statement setting out the name, service address, and account number of every customer making a security deposit, every security deposit applied against a delinquent account, and every security deposit refunded upon the termination of service.

6.5. During the term of this Agreement, the County agrees that it will adjust the amount of the security deposit for sewer service to an amount requested by the Board as long as the Board is able to support said request with a demonstrable need and is protective of County interests.

7. TERM AND RENEWAL OF AGREEMENT

7.1. Subject to the provisions set forth in Section 4, Disbursements of Payments and Compensation, the effective date of this Agreement shall be January 1, 2018. Upon its effective date, this Agreement terminates and replaces all other agreements, as amended, between the parties regarding the subject matter(s) of this Agreement.

7.2. Beginning May 1, 2022, and then every five (5) years during the term of this Agreement, the parties shall jointly commission a Cost Study to determine an allocation of the mutually agreed upon joint billing costs associated with the billing and collection of sewer service charges for the County. The cost of said Cost Study shall be borne proportionally between the Board and the County. The parties agree that arrangements will be made and resolutions or agreements approved to effectuate the timely engagement of a mutually agreed upon cost allocation study consultant so that said consultant may commence the cost allocation study on or about the 1st day of May. The parties expect that the cost allocation study should be completed and made available to the parties on or before the 31st day of July, unless otherwise agreed by the parties.

7.3. It is expected that the consultant retained and agreed upon by the parties will review and analyze certain mutually agreed upon billing and collection associated costs and these costs will form the basis of the consultant's opinion pertaining to the allocation of joint billing and collection costs to the County associated with the billing and collection of sewer service charges for the County. It is understood

that the Fee, as defined in Section 4 of this Agreement, shall be based on and derived from the cost allocation study.

7.4. On or before the conclusion of each five (5) year term beginning December 31, 2022, and then every five (5) years thereafter during the term of this Agreement, this Agreement shall be amended and renewed, if necessary, to reflect the new Fee (as set out in Section 4 of this Agreement) based on and derived from the cost allocation study. In the event that the Board and the County are unable to agree to amend and renew the Agreement by the 31st day of December, then the Agreement shall terminate 365 days therefrom unless otherwise mutually agreed by the parties.

7.5. Notwithstanding any other provision herein, this Agreement may be terminated for the convenience of either party upon giving written notice at least 365 days in advance of the desired termination date.

7.6. For purposes of official notice, the following are designated to receive all correspondence:

(a) The Water Works Board of the City of Birmingham
Attn: General Manager
3600 First Avenue North
Birmingham, Alabama 35222

(b) Jefferson County Commission
Attn: Jefferson County Manager
Jefferson County Courthouse, Room 251
716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203

7.7. The parties agree upon termination to equitably settle all outstanding charges and operating expenses due to the other party at the end of the last billing cycle prior to dissolution of this Agreement.

8. MISCELLANEOUS

8.1. It is understood, intended, and agreed by the parties that this Agreement supersedes and replaces all prior agreements between the parties with respect to the subject matter hereof and that all prior agreements between the parties are no longer of any force or effect and are not binding upon the parties hereto.

8.2. This Agreement may not be amended except by written agreement executed by the parties.

8.3. If any court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or otherwise unenforceable, that provision shall be fully severable and shall not otherwise affect the validity and enforceability of any other provision.

8.4. In the event that either party hereto shall institute any proceeding against the other for a breach hereunder, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant for all reasonable costs, expenses, and attorneys' fees.

8.5. The County and the Board agree, if necessary, to develop protocol, rules, and regulations necessary to facilitate an efficient joint billing and collection system. The parties agree that such protocol, rules, and regulations do not require adoption or approval by their respective governing bodies, provided however, that the proposed protocol, rules, and regulations do not alter the material terms of this Agreement.

ASSENT TO AGREEMENT

IN TESTIMONY and WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their officers or officials there unto duly authorized on this the day and date first above written

and this Agreement has been approved and adopted by appropriate resolution of the County Commission of Jefferson County, Alabama, and by The Water Works Board of the City of Birmingham.

ATTEST: JEFFERSON COUNTY, ALABAMA

By: Minute Clerk
Jefferson County Commission

By: _____
JAMES A STEPHENS, President

ATTEST: THE WATER WORKS BOARD
OF THE CITY OF BIRMINGHAM

By: Secretary

By: _____
Tommy Joe Alexander
Chairman/President

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

FEB-22-2018-1042
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Ja'Miya Johnson in the amount of Forty Thousand and 00/100 (\$40,000.00) 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 Ja'Miya Johnson and Farris, Riley & Pitt, LLP, in the amount of \$40,000.00 and forward it to the County Attorney for disbursement.

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

FEB-22-2018-1043
RESOLUTION

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

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

FEB-22-2018-1044
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Da'Nica Callon is denied.

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

FEB-22-2018-1045
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Broadspire Insurance Company in the amount of \$40,526.83 in return for a signed release.

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

FEB-22-2018-1046

JEFFERSON COUNTY COMMISSION RESOLUTION TAX LEVY 2018

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

COUNTY PURPOSES

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

SCHOOL PURPOSES
Countywide

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

SCHOOL PURPOSES
District

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

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

(Bessemer School Tax District)
#52

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

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

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

(Fairfield School Tax District)
#55

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

(Homewood School Tax District)
#12

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

(Hoover School Tax District)
#66

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

(Leeds School Tax District)
#15

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

(Midfield School Tax District)
#58

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

(Mountain Brook School Tax District)
#17

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

(Tarrant School Tax District)
#18

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

(Trussville School Tax District)
#6

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

(Vestavia Hills School Tax District)
#20

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

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue of the County by the Chief Financial Officer of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in accordance with the provisions of Section 40-7-42, as amended, of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year in accordance with the provisions of said Section 40-7-42, unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

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

FEB-22-2018-1047
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this Amendment #3 to the agreement between Jefferson County, Alabama, and Sentell Engineering, Inc., for the Warrior Storm Shelter Project II. The modification shall extend the contract 365 days and change the scope to include redesigning the plans, decrease the design in square feet from 4120 to 3755, delete the brick facade, eliminate internal and external concrete rubbing and patching, eliminate internal and external painting, eliminate 8 concrete air vent hoods and replace them with 6 FEMA louvers, and eliminate 2 FEMA windows. The cost associated with the modification shall be \$5,500.00. The total compensation to Sentell Engineering, Inc. shall be \$113,800.00. The new completion date shall be April 28, 2019. All other terms and conditions of the original contract shall remain the same. This project is from the 2012 program year.

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

FEB-22-2018-1048
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 Cooperation Agreement between Jefferson County, Alabama and the City of Brighton for the Brighton Community Center Improvements Project (CD16-03E-M02-BCC). There is \$400,000.00 in federal CDBG funds allocated to this project. This project is from the 2016 program year.

ADOPTED: February 22, 2018

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

FEB-22-2018-1049
RESOLUTION

BE IT RESOLVED, by the Jefferson County Commission that the president, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and the University of Alabama Office of Archaeological Research for the provision of a Cultural Resource Assessment in connection with the McAdory Storm Shelter II Project (CDBG- DR13-U03-McADDS2-R3). The fee for these services shall not exceed \$1,861.43, and will be paid in full with CDBG-DR federal funds. This project is from the Program Year 2013 funds.

ADOPTED: February 22, 2018

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

FEB-22-2018-1050
RESOLUTION

Whereas, the HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act (as amended) and identified as Public Law 101-625, Title II as Amended, and requires that certain environmental clearance procedures be performed pursuant to making application to the U.S. Department of Housing and Urban Development for HOME Program grant funds; and,

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Abbington at Summit Pointe elderly rental development in the City of Irondale under the HOME Program.

Adopted: February 22, 2018

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

FEB-22-2018-1051
RESOLUTION

Whereas, the HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act (as amended) and identified as Public Law 101-625, Title II as Amended, and requires that certain environmental clearance procedures be performed pursuant to making application to the U.S. Department of Housing and Urban Development for HOME Program grant funds; and,

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Abbington at Summit Pointe elderly rental development in the City of Irondale under the HOME Program.

Adopted: February 22, 2018

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

FEB-22-2018-1052
RESOLUTION

WHEREAS, Program Participant #294833 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Park Brook Apartments to make rental payments on behalf of Program Participant #294833 for an amount not to exceed \$2,500.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Park Brook Apartments for an amount not to exceed Two Thousand Five Hundred and no/100 Dollars (\$2,500.00). This agreement is from Program Year 2016 federal funds.

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

FEB-22-2018-1053
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 the Birmingham Fire District in the amount of \$2,500.00, to assist with the purchase of kitchen appliances for a new fire station.

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 Fire District ("Birmingham Fire District"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Birmingham Fire District is a tax exempt organization which provides fire protection service for the communities of Oak Grove, Alliance, Port Birmingham, and areas of Mulga, and seeks funding for kitchen appliances for a new fire station; and

WHEREAS, the Birmingham Fire District meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to the Birmingham Fire District, 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 the Birmingham Fire District a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Birmingham Fire District shall use the public funds to assist in the purchase of kitchen appliances for a new fire station.

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

4. The Birmingham Fire District shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2019, whichever shall occur first.
5. The Birmingham Fire District shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Birmingham Fire District for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Birmingham Fire District 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 Fire District representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the Birmingham Fire District, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the Birmingham Fire District 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.

Date: 2/22/18
JEFFERSON COUNTY, ALABAMA
James A. Stephens President
Jefferson County Commission

BIRMINGPORT FIRE DISTRICT

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

FEB-22-2018-1054
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 the Jefferson County Board of Education in the amount of \$2,000.00, to assist in funding the Pleasant Grove High School Basketball Program.

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 Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$2,000.00; and

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding Pleasant Grove High School's basketball program in the purchase of new equipment; and

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,000.00 to Jefferson County BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2019.
2. The County shall pay to Jefferson County BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. Jefferson County BOE shall use the public funds to assist in funding Pleasant Grove High School's basketball program in the purchase of new equipment.

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

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

5. Jefferson County BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

7. The Jefferson County BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Jefferson County BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in anyway 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 Jefferson County BOE shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

Date: 2/22/2018
James A. Stephens, President
Jefferson County Commission

Jefferson County Board of Education/Pleasant Grove High School
Representative

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

FEB-22-2018-1055
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 the Bessemer Hall of History in the amount of \$1,500.00, to assist in preserving Woodward Iron Company Worker Magazines dating from 1945 to 1962.

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, Bessemer Hall of History, Inc. ("Bessemer Hall of History."), applied for a grant of funds for \$1,500.00; and

WHEREAS, Bessemer Hall of History is a 501(c)(3) organization which strives to preserve the history of Bessemer and its people, and wishes to preserve the Woodward Iron Company Worker Magazines dating from 1945 to 1962 by having them digitalized and preserved; and

WHEREAS, Bessemer Hall of History meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,500.00 to Bessemer Hall of History, 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 February 28, 2018.
2. The County shall pay to Bessemer Hall of History a lump sum payment of \$1,500.00 upon execution of this agreement.
3. Bessemer Hall of History shall use the public funds to assist in preserving Woodward Iron Company Worker Magazines dating from 1945 to 1962 by having them digitalized and preserved.

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

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

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

6. The Bessemer Hall of History 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 Bessemer Hall of History 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 Bessemer Hall of History 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 thin 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 Bessemer Hall of History 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: 2/22/2018

James A. Stephens, President
Jefferson County Commission

Bessemer Hall of History, Inc.

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

FEB-22-2018-1056
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 the Mt. Olive Fire District in the amount of \$3,000.00, to assist with hose replacements for the fire engines.

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 Mt. Olive Fire and Rescue District ("Mt. Olive Fire District"), applied for a grant of funds for \$3,000.00; and

WHEREAS, the Mt. Olive Fire District is a tax exempt organization which provides fire protection service for the Mt. Olive community, and seeks funding for hose replacement on its fire engines; and

WHEREAS, the Mt. Olive Fire District meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$3,000.00 to the Mt. Olive Fire District, 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 be Mt. Olive Fire District a lump sum payment of \$3,000.00 upon execution of this agreement.
3. The Mt. Olive Fire District shall use the public funds to assist in hose replacement on its fire engines.

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

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

5. The Mt. Olive Fire District shall create, collect and retain for inspection and copying by the County or any authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Mt. Olive Fire District for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Mt. Olive Fire District 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 Mt. Olive Fire District 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, product, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government, and further certifies that neither the Mt. Olive Fire District, 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.

B. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the Mt. Olive fire District 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.

Date: 2/22/18

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

MT. OLIVE FIRE AND RESCUE DISTRICT

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

FEB-22-2018-1057
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 the Jefferson County Board of Education in the amount of \$2,500.00, to assist in funding various projects for the Hueytown High School Football Program.

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 Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding various projects for the Hueytown High School Football Program; and

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to Jefferson County BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2019.
2. The County shall pay to Jefferson County BOE a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Jefferson County BOE shall use the public funds to assist in funding various projects for the Hueytown High School Football Program.

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

4. Jefferson County BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2019, whichever shall occur first.

5. Jefferson County BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

Date: 2/22/18

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

JEFFERSON COUNTY BOARD OF
EDUCATION FOR HUEYTOWN HIGH SCHOOL

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

FEB-22-2018-1058
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the president of the Commission is hereby authorized to execute the attached Amendment No. 2 to the License Agreement between Jefferson County and Global Construction and Engineering, Inc. for the use of County-owned property (Griffin Branch Portal Site) on Central Avenue in Homewood. This contract was approved by the Jefferson County Commission on October 19, 2017 and recorded in Minute Book 171, Page 419. The agreement shall be extended two (2) additional months. Two checks for Six Hundred (\$600.00) Dollars each have been received for use of the property for the months of December 2017 and January 2018.

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

The following item was tabled to be carried-over from the Regular Meeting of February 8, 2018. The following notes are from said meeting;

While there has been no indication that a new right-of-way has been dedicated to replace the existing one, Mr. Markert says that they are working closely with the owners to resolve the road access issue so that the property owners would not be land locked. Cal Markert recommended to the Commission that the owners be granted more time to come up with a plan to resolve the road access problem and come back before the Commission for consideration.

FEB-22-2018-1059
RESOLUTION

February 8, 2018

WHEREAS, Byron Richardson and James Mathews 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 30 foot wide prescriptive right-of-way lying in the Northwest Quarter of the Northeast Quarter of Section 22, Township 16 South, Range 1 West in Jefferson County, Alabama. Being more particularly described as follows:

Commence at an existing 2" pipe at the Northwest corner of the North 125 feet of the West Half of the East Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 22, Township 16 South, Range 1 West and run South 00° 34' 00" East for 83.72 feet to a point in the centerline of Huntwell Lane (30' wide Prescriptive Right- of-Way,) thence South 80° 27' 20" East along said centerline for 34.85 feet, thence South 73° 53' 15" East along said centerline for 15 feet to the Point of Beginning of herein vacation, thence South 73° 53' 15" East along said centerline for 123.99, thence South 75° 38' 15" East along said centerline for 67.23 feet, thence South 69° 12' 40" East along said centerline for 43 feet, more or less to the Northwesterly Right-of-Way of Service Road (a/k/a Northwesterly Right of Way of I-59) and the end of said centerline and vacation.

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, Byron Richardson and James Mathews, 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 22nd day of February, 2018, recorded in Minute Book 171, Page(s) 621 - 622, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22nd day of February, 2018.

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

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

FEB-22-2018-1060
RESOLUTION

WHEREAS, the County of Jefferson Alabama desirous of having certain improvements made on SR-5 within the Limits of Jefferson County, in accordance with plans prepared by Alabama Department of Transportation and designated as Project Number: NH-0005(554) resurface, plane, traffic stripe, level bridge rail retrofit and patch on SR-S (US-78) from West of CR-105(Cherry Avenue) to A Joint just West of CR-88(Heflin Avenue).

WHEREAS, the Alabama Department of Transportation is now or may be desirous of receiving Federal Aid for improvement of said highway; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and is now on file in the office of the County Clerk are hereby approved by the Commission President.

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

FEB-22-2018-1061
RESOLUTION

WHEREAS, the County of Jefferson Alabama desirous of having certain improvements made on SR-5 within the Limits of Jefferson County, in accordance with plans prepared by Alabama Department of Transportation and designated as Project Number: BRF-0005(012) replace bridge, BIN 007627, SR-5 over Locust Fork of Black Warrior River-grade, drain, base, pave bridge and bridge removal.

WHEREAS, the Alabama Department of Transportation is now or may be desirous of receiving Federal Aid for improvement of said highway; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and is now on file in the office of the County Clerk are hereby approved by the Commission President.

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

FEB-22-2018-1062
RESOLUTION

WHEREAS, the County of Jefferson Alabama desirous of having certain improvements made on CR-458 (Lorna Road) within the limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-PE12(909) Galleria Boulevard Extension CR-458 (Lorna Road) to SR-150 Grade, Drain, Base and Pave.

WHEREAS, the Alabama Department of Transportation is now or may be desirous of receiving Federal Aid for improvement of said highway; and

NOW THEREFOR BE IT RESOLVED by the Jefferson County Commission, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and is now on file in the office of the County Clerk are hereby approved by the Commission President.

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

FEB-22-2018-1063
RESOLUTION

A RESOLUTION IDENTIFYING MISCELLANEOUS AND SURPLUS COUNTY EQUIPMENT,
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT BY WAY OF SALE VIA ONLINE
AUCTION, INTER DEPARTMENTAL BUDGET TRANSFER, MUNICIPAL SALES, AND/OR
SALVAGE YARD SALES

WHEREAS, the county Fleet Manager has determined the following Rolling stock to be surplus and of no further use to the County.

WHEREAS, the rolling stock to be deemed surplus is identified beginning with the adjacent pages.

WHEREAS, the Fleet Manager of Jefferson County be and herby is authorized to execute all documents to effect this disposal.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the attached list of assets be deemed surplus and approved for disposal.

Afore mentioned list on file for permanent record in the Minute Clerk Office.

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

FEB-22-2018-1064
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 construction of a sewer service line in Alabama Highway 150 in the City of Bessemer.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Bessemer Land, LLC for the construction of a sewer service line in the right-of-way of Alabama Highway 150 in the City of Bessemer, at no cost to the county.

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

FEB-22-2018-1065
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Jefferson County Commission and Pitney Bowes in the amount of \$16,239.24, for the lease of SendPro P1500 Mailing Systems via the State of Alabama bid T-311-4012995 for mailing and related equipment.

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

FEB-22-2018-1066
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 the Lawson State Community College Foundation in the amount of \$10,000.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Lawson State Community College Foundation ("Lawson State Foundation"), applied for a grant of funds for \$10,000.00; and

WHEREAS, Lawson State Foundation is a 501(c)(3) organization which raises money for a permanent endowment for the college and seeks to facilitate the acknowledgment of academic achievement of students at Lawson State Community College; and

WHEREAS, Lawson State Foundation meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$10,000.00 to Lawson State Foundation, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2019.
2. The County shall pay to Lawson State Foundation a lump sum payment of \$10,000.00 upon execution of this agreement.
3. Lawson State Foundation shall use the public funds to assist in facilitating the acknowledgment of academic achievement of students at Lawson State Community College.

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

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

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

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

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

7. The Lawson State Foundation representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Lawson State Foundation nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure 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 Lawson State Foundation shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

Date: 2/22/18

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

LAWSON STATE COMMUNITY COLLEGE FOUNDATION

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

FEB-22-2018-1067
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 the Birmingham Board of Education in the amount of \$600.00, to assist in funding the Wenonah High School Softball Team in purchasing warmups.

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 Board of Education ("Birmingham BOE"), applied for a grant of funds for \$600.00; and

WHEREAS, Birmingham BOE is a tax exempt non-profit educational institution which seeks assistance in funding Wenonah High School to purchase warmups for its Softball Team; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$600.00 to Birmingham BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2019.
2. The County shall pay to Birmingham BOE a lump sum payment of \$600.00 upon execution of this agreement.
3. Birmingham BOE shall use the public funds to assist in the purchase of warmups for the Wenonah High School Softball Team.

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

4. Birmingham BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and 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 February 28, 2019, whichever shall occur first.
5. Birmingham BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Birmingham BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

Date: 2/22/18

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

BIRMINGHAM BOARD OF EDUCATION FOR WONAH HIGH
SCHOOL

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

FEB-22-2018-1068
RESOLUTION

WHEREAS, Amanda Wilson desires to be appointed to the Jefferson County Department of Human Resource (DHR) Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission appoints Mrs. Amanda Wilson to the Jefferson County Department of Human Resource (DHR) Board, beginning March 1, 2018 and ending September 30, 2022.

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

FEB-22-2018-1069
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Jones Valley Middle School in the amount of \$3,000.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Birmingham Board of Education ("Birmingham BOE"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Birmingham BOE is a tax exempt non-profit educational institution which seeks assistance in funding Jones Valley Middle School's Anti-Bullying Awareness Campaign which will take place March 20-21, 2018, at Jones Volley Middle School; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$3,000.00 to Birmingham BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2019.
2. The County shall pay to Birmingham BOE a lump sum payment of \$3,000.00 upon execution of this agreement.

3. Birmingham BOE shall use the public funds to assist in funding Jones Valley Middle School's Anti-Bullying Awareness Campaign which will take place March 20-21, 2018, at Jones Valley Middle School.

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

4. Birmingham BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and 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 February 28, 2019, whichever shall occur first.

5. Birmingham BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Birmingham BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

Date: 2/22/18
JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

BIRMINGHAM BOARD OF EDUCATION FOR JONES VALLEY
MIDDLE SCHOOL

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

FEB-22-2018-1070
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-2018-001 Jefferson County Credit Union and Charles Allen Fields, owners; James Kirk Farrelly, agent requests a change of zoning on Parcel ID#s 32-27-0-000-026.000, 32-27-0-000-026.001 and 32-27-0-000-027.000 in Sec 27 Twp. 18 Range 6 West from A-1 (Agriculture) to C-1 (Commercial) for a general retail store (Dollar General). (Site Only: 9067 Lock 17 Road, Adger, AL 35006)(OAK GROVE)(3.34 Acres M/L) be approved upon satisfying contingencies and recording of covenants:

Contingencies:

1. The zoning will not change until Oak Grove Highland Road and Golden Circle are posted for no commercial vehicles; and,
2. The applicant repairs damage to the adjacent property caused by a contractor.

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 be approved by the Planning and Zoning Commission; and,
4. The facade of the building shall conform to the elevation presented at the Planning and Zoning Commission Hearing on January 11, 2018; and,
5. A fifteen (15) foot planted buffer shall be maintained on the east and south side of the properties and the natural area on the northeast side of the property shall be preserved; and,
6. Access shall be to Lock 17 Road only.

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 22nd day of February, 2018, as same appears and is recorded in Minute Book 171, Page(s) 628, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 22nd day of February, 2018.

Millie Diliberto
Minute Clerk
Jefferson County Commission

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

FEB-22-2018-1071
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of an Agreement with Tyler Technologies in the amount of \$193,183.00, for the Civil Mainframe Replacement System approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

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 22nd day of February, 2018, as same appears and is recorded in Minute Book 171, Page(s) 628 - 629, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 22nd day of February, 2018.

Millie Diliberto
Minute Clerk
Jefferson County Commission

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

FEB-22-2018-1072
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of an Agreement with Lathan & Associates in the amount of \$150,000.00, for Architectural Services for the Special Services Facility approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

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 22nd day of February, 2018, as same appears and is recorded in Minute Book 171, Page(s) 629, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 22nd day of February, 2018.

Millie Diliberto
Minute Clerk
Jefferson County Commission

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

FEB-22-2018-1073
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 the Tarrant City Board of Education in the amount of \$3,000.00, which will enable each school in the Tarrant City School District to scan visitors' identification to ensure they are not registered as a sexual offender.

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 Tarrant City Board of Education ("Tarrant BOE"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Tarrant BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the purchase of a "Visitor Management System" which will enable each school in the Tarrant City School District to scan visitors' identification to ensure they are not registered as a sexual offender; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$3,000.00 to Tarrant BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

- I. The term of this Agreement shall begin upon execution hereof and end on January 31, 2019.
2. The County shall pay to Tarrant BOE a lump sum payment of \$3,000.00 upon execution of this agreement.
3. Tarrant BOE shall use the public funds to assist in the purchase of a "Visitor Management System" which will enable each school in the Tarrant City School District to scan visitors' identification to ensure

they are not registered as a sexual offender.

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

4. Tarrant BOE 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 January 31, 2019, whichever shall occur first.

5. Tarrant BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Tarrant BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

Date: 2/22/18

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

TARRANT BOARD OF EDUCATION

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

FEB-22-2018-1074
PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 3050, Pleasant Ridge Baptist Church, located at 1343 Hueytown Road, 35023, is unavailable for the June 2018 and July 2018 elections, and;

WHEREAS, Pleasant Ridge Baptist Family Life Center, located at 1348 Hueytown Road, 35023, has been made available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Pleasant Ridge Baptist Church, be relocated to Pleasant Ridge Family Life Center.

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

FEB-22-2018-1075
PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 4080, North Park Baptist Church, located at 5700 Deerfoot Parkway, 35173, is unavailable for the June 2018 and July 2018 elections, and;

WHEREAS, Trussville Civic Center, located at 5381 Trussville Clay Road, 35173, has been made available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at North Park Baptist Church, be relocated to Trussville Civic Center.

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

FEB-22-2018-1076
RESOLUTION

WHEREAS, a contract was properly executed between Jefferson County Commission and KnowiNK, L.L.C on the 2nd day of November, 2017, for the Commission to purchase an electronic Poll Book System from KnowiNK, L.L.C.; and

WHEREAS, the contract for the purchase and use of state certified electronic poll book is authorized by the Code of Alabama, section 17-4-2-1 to facilitate an efficient voting process in Jefferson County; and

WHEREAS an Amendment to that Contract is necessary to purchase one-hundred and seventy of KnowiNK's Novatel SA2100 wireless/cellular devices to ensure effective operation at each of the voting precincts that will be utilized for the upcoming 2018 elections; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that KnowiNK, L.L.C. is hereby selected as the County's vendor for the electronic poll books and the Novatel SA2100 devices; and

BE IT FURTHER RESOLVED, that the president of the Jefferson County Commission is authorized to execute a contract with KnowiNK, L.L.C. in the amount of \$799,500 upon contract's completion of the County's internal review process.

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

FEB-22-2018-1077
RESOLUTION

WHEREAS, the Jefferson County Department of Revenue needs to replace its current revenue management system; and

WHEREAS, the Tuscaloosa County Special Tax Board has provided a licensing agreement to authorize utilization of their existing Assurance Self Reporting Tax System; and

WHEREAS, Jefferson County desires to implement and maintain the Assurance Self Reporting Tax System; and

WHEREAS, Nitorco, Inc., developers of the software, desires to provide professional technical services to include data conversion, software implementation, training, and maintenance of the Assurance Self Reporting Tax System for Jefferson County;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute an agreement with Nitorco, Inc. to provide technical services for data conversion, software implementation, training, and maintenance of the Assurance Self Reporting Tax System.

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

FEB-22-2018-1078
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Spire Alabama, Inc. to install a second radio reporter and VHF antenna on the Rock Mountain Radio Tower.

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

FEB-22-2018-1079
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Academy of Craft Training in the amount of \$3,500.00, in which \$2,500.00 will be contributed from District 5 and \$1,000.00 from District 1.

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 Academy of Craft Training ("ACT"), applied for a grant of funds for \$3,500.00; and

WHEREAS, ACT is a 501(c)(3) organization which seeks funding for its mission to recruit, educate and guide high school students for educational and employment opportunities in the construction industry; and

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

WHEREAS, the following Commissioners have recommended funding of the specified amounts to ACT:

; and

Commissioner David Carrington	Commissioner George Bowman
\$2,500.00	\$1,000.00

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 February 28, 2019.
2. The County shall pay to ACT a lump sum payment of \$3,500.00 upon execution of this agreement.

3. ACT shall use the public funds to assist in funding its mission to recruit, educate and guide high school students for educational and employment opportunities in the construction industry.

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

4. ACT 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 February 28, 2019, whichever shall occur first.

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

6. The ACT 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 ACT 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 ACT 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 ACT 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.

Date: 2/22/18

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

ACADEMY OF CRAFT TRAINING

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

FEB-22-2018-1080
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jimmie Hale Mission 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, Downtown Jimmie Hale Mission ("Jimmie Hale Mission"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Jimmie Hale Mission is a 501(c)(3) organization which seeks to provide programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County; and

WHEREAS, the Jimmie Hale Mission meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Jimmie Hale Mission, 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 February 28, 2019.
2. The County shall pay to the Jimmie Hale Mission a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Jimmie Hale Mission shall use the public funds to assist in providing programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County.

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

4. The Jimmie Hale Mission 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 February 28, 2019, whichever shall occur first.

5. The Jimmie Hale Mission shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Jimmie Hale Mission for a period of not less than three (3) years from termination of the fiscal year set out above.

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the Jimmie Hale Mission 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: 2/22/18

James A. Stephens, President
Jefferson County Commission

DOWNTOWN JIMMIE HALE MISSION

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

FEB-22-2018-1081
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Red Mountain Theatre Company, Inc. 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, Red Mountain Theatre Company, Inc. ("Red Mountain Theatre Company") applied for a grant of funds for \$2,500.00; and

WHEREAS, Red Mountain Theatre Company is a 501(c)(3) organization which seeks funding to support its 2018 educational programs and services; and

WHEREAS, Red Mountain Theatre Company meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Red Mountain Theatre Company, 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 February 28, 2019.
2. The County shall pay to Red Mountain Theatre Company a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Red Mountain Theatre Company shall use the public funds to assist in funding to support its 2018 educational programs and services.

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

4. Red Mountain Theatre Company 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 February 28, 2019, whichever shall occur first.

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

6. The Red Mountain Theatre Company 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 Red Mountain Theatre Company 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 Red Mountain Theatre Company 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 Red Mountain Theatre Company 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.

Date: 2/22/18

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

RED MOUNTAIN THEATRE COMPANY

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

FEB-22-2018-1082

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and the National Center on Sexual Exploitation in the amount of \$10,000.00, in which \$2,000.00 will be distributed from each Commission District.

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, National Center on Sexual Exploitation ("NCOSE"), applied for a grant of funds for \$10,000.00; and

WHEREAS, NCOSE is a 501(c)(3) organization which seeks funding for its Rescue Innocence Project, which will help fund an emergency children's shelter for child survivors of exploitation, raise awareness and education and enhance long-term care for adult and child survivors in Alabama; and

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

WHEREAS, the following Commissioners have recommended funding of the specified amounts to NCOSE:

Commissioner David Carrington	\$2,000.00
Commissioner James A. Stephens	\$2,000.00
Commissioner Joe Knight	\$2,000.00
Commissioner George Bowman	\$2,000.00
Commissioner Sandra Little Brown	\$2,000.00

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 February 28, 2019.
2. The County shall pay to NCOSE a lump sum payment of \$10,000.00 upon execution of this agreement.
3. NCOSE shall use the public funds to assist in funding its Rescue Innocence Project, which will help fund an emergency children's shelter for survivors of exploitation, raise awareness and education and enhance long-term care for adult and child survivors in Alabama.

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

4. NCOSE 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 February 28, 2019, whichever shall occur first.
5. NCOSE 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 NCOSE for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The NCOSE 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 NCOSE 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 NCOSE 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 NCOSE 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

NATIONAL CENTER ON SEXUAL

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

FEB-22-2018-1083
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and The Prescott House in the amount of \$2,500.00, to provide funding assistance for the child victim advocacy; the services and activities associated with the project are forensic interviews, extended forensic interviews, extended forensic interviews, counseling and referrals, coordination of community agencies that investigate, prosecute, and provide treatment and protection for child victims, court accompaniment and court preparation.

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 Prescott House ("Prescott House"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Prescott House is a 501(c)(3) organization which seeks funding to provide child victim advocacy; the services and activities associated with the project are forensic interviews, extended forensic interviews, counseling and referrals, coordination of community agencies that investigate, prosecute, and provide treatment and protection for child victims, court accompaniment and court preparation; and

WHEREAS, Prescott House meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Prescott House, 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 TIHEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2019.
2. The County shall pay to Prescott House a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Prescott House shall use the public funds to provide child victim advocacy; the services and activities associated with the project are forensic interviews, extended forensic interviews, counseling and referrals, coordination of community agencies that investigate, prosecute, and provide treatment and protection for child victims, court accompaniment and court preparation.

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

4. Prescott House 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 February 28, 2019, whichever shall occur first.
5. Prescott House 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 Prescott House for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Prescott House 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 Prescott House 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 Prescott House 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 Prescott House shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

The Prescott House

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

FEB-22-2018-1084
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-2014-010 Jeremy R. Wright, owner; requests a change of zoning on parts of Parcel ID# 43-21-4-0-8.0, 43-22-3-0-10.0, & 11.0, in Sections 21 & 22 Twp. 20 Range 5 West from A-1 (Agriculture) to E-2 (Estate) for an eight (8) lot single family residential subdivision, with four (4) of the eight (8) lots designated not for development. (Case Only: 6550 Eastern Valley Road, McCalla, 35111)(MCCALLA)(5.41 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 22nd day of February, 2018, as same appears and is recorded in Minute Book 172, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 22nd day of February, 2018.

Millie Diliberto
Minute Clerk
Jefferson County Commission

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

FEB-22-2018-1085
RESOLUTION

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges that the following covenants were filed on January 19, 2018, effectively changing the zoning for said property of 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) the following Restrictive Covenants filed for this rezoning case on January 19, 2018, effectively changing the zoning on the property be hereby approved.

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 plan 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 acknowledged and approved by the Jefferson County Commission at its regular meeting held on the 22nd day of February, 2018, as same appears and is recorded in Minute Book 171, Page(s) 638 - 639, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 22nd day of February, 2018.

Millie Diliberto
Minute Clerk
Jefferson County Commission

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

Motion was made by Commissioner David Carrington, and seconded by Commissioner Sandra Little Brown, that the following item be added to the Agenda for Unanimous Consent and Consideration. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

FEB-22-2018-1086
RESOLUTION AUTHORIZING THE
ISSUANCE OF GENERAL
OBLIGATION REFUNDING
WARRANTS

WHEREAS, Jefferson County (the “County”) has previously issued its General Obligation Capital Improvement and Refunding Warrants, Series 2003-A; General Obligation Capital Improvement Warrants, Series 2004-A; General Obligation Warrants, Series 2013-A; and General Obligation Warrants, Series 2013-C (the “County Warrants”) in the original aggregate principal amount of \$238,840.00; the County Warrants are presently outstanding in the aggregate principal amount of \$127,720.00; and

WHEREAS, The Jefferson County Public Building Authority has previously issued its Lease Revenue Warrants, Series 2006 (the “PBA Warrants” and, together with the County Warrants, the “Prior Warrants”) in the original aggregate principal amount of \$86,745,000; the PBA Warrants are presently outstanding in the aggregate principal amount of \$54,100,000 and the Prior Warrants are presently outstanding in the aggregate principal amount of \$181,820,000; and

WHEREAS, the Jefferson County Commission (the “Commission”) has found and determined that it will be in the best interests of the County and the residents thereof, subject to the conditions contained in this resolution, to refund some or all of the Prior Warrants through the issuance of one or more series of new General Obligation Refunding Warrants, Series 2018 of the County (the “Warrants”), the proceeds of which shall be used to pay the expenses incurred in the issuance of the Warrants; and

WHEREAS, the Warrants will be general obligations of the County and will be issued under the terms of a trust indenture (the “Trust Indenture”) between the County and the trustee designated below for the purchasers and holders of the Warrants.

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

1. Subject to the conditions contained in this resolution, the Commission does hereby approve the issuance of the Warrants in an aggregate principal amount not to exceed \$181,820,000. The Warrants shall be used under the Trust Indenture and shall be general obligations of the County. So much as may be necessary of the proceeds from the sale of the Warrants shall be paid over to the trustees for the Prior Warrants and deposited in escrow funds as needed for the full defeasance of some or all of the Prior Warrants, Other proceeds of the Warrants may be used to pay the expenses of issuing the Warrants or to establish a reserve fund for the Warrants.
2. The Commission finds that current market conditions indicate that it is in the best interest of the County to sell the Warrants through an underwritten public sale. The following registered broker-dealers are hereby designated by the Commission as members of the underwriting syndicate (the "Underwriters") for the sale of the Warrants; Raymond James & Associates, Inc. (36.25%) and Stifel, Nicolaus & Company (36.25%) to serve as co-senior managing underwriters; Citigroup Global Markets, Inc. (10.0 %), Piper Jaffray & Co. (10.0%), Drexel Hamilton, LLC (3.75%) to serve as co-managers. Raymond James & Associates, Inc. is hereby designated as the book runner. The terms of the Underwriters' engagements shall be set out in a Warrant Purchase Agreement or other similar agreement to be approved by the Commission prior to the issuance of the Warrants.
3. Public Resources Advisory Group is hereby confirmed as financial advisor to the County, and Terminus Municipal Advisors, LLC is hereby appointed as co-financial advisor to the County, for the issuance of the proposed Warrants. The terms of their respective engagements shall be set out in an engagement letter or similar meeting. Wilmington Trust, National Association is hereby selected to serve as trustee (the "Trustee") for the Warrants. The law firm of Bradley Arant Boult Cummings LLP is hereby designated as disclosure counsel ("Disclosure Counsel") to the County in connection with the issuance of the Warrants. The terms of their engagement shall be set out in an engagement letter to be approved by the Commission at a subsequent meeting. Balch & Bingham LLP is confirmed as bond counsel ("Bond Counsel") to the County for the issuance of the Warrants.
4. The Underwriters, the Trustee, Bond Counsel and Disclosure Counsel are hereby authorized and requested, in consultation with the County Manager, the County Attorney and the County's Chief Financial Officer, to take all actions necessary (including preparation and distribution of a Preliminary Official Statement) to prepare for a public offering of the Warrants as promptly as practicable. Final approval of the issuance of the Warrants and the execution and delivery of all documents and agreements related thereto shall be adopted by a subsequent resolution of the Commission.

Motion was made by Commission 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, and Jimmie Stephens.

The Commission was given an opinion by the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7(a)(3), Alabama Code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner David Carrington, and seconded by Commissioner Sandra Little Brown, that the Commission continue discussion in Executive Session for a period of fifteen to thirty minutes with there being no action to be taken and the Commission Meeting be recessed without further action. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Thereupon the Commission Meeting was recessed at 9:32 A.M.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, March 8, 2018.

President

ATTEST:

Minute Clerk

END OF MINUTE BOOK 171