

STATE OF ALABAMA)  
JEFFERSON COUNTY) June 22, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse Birmingham, Alabama at 9:10 A.M., Sandra Little Brown, Pro Tem, presiding and the following members present:

- District 2 – Sandra Little Brown
- District 4 – T. Joe Knight
- District 5 – David Carrington

Commissioner’s George Bowman and James A. Stephens were absent due to travel.

Invocation was led by Rabbi Jonathan Miller from Temple Emanuel and the Pledge of Allegiance led by Assistant County Attorney, Shawna Smith.

The Commission met in Work Session on Tuesday, June 21, 2017, and moved for approval the following Committee items be placed on the June 22, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1-3 and 1 additional item on the addendum.

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

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-15 and 2 additional items on the addendum and 1 item added during Committee.

Commissioner Joe Knight, Judicial Administration, Emergency Management, Developmental Services Committee, Finance & Information Technology Committee had items 1-28 and 3 additional items on the addendum.

Commissioner David Carrington, Business Development Committee had items 1-2.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington, that the Minutes of June 8, 2017, be adopted as presented and approved. Voting “Aye” Sandra Little Brown, David Carrington, and Joe Knight.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that Commission Agenda Resolutions 1 through 38, be adopted as presented and approved. Voting “Aye” Sandra Little Brown, David Carrington, and Joe Knight.

**MULTIPLE STAFF DEVELOPMENT**

**County Attorney**

Shawna Smith	952.81
Allison Gault	1,084.60

Brent Grainger 656.83  
CLE Seminar  
Orange Beach, AL – May 4-6, 2017

**Revenue**

Tanjawania Hurst 175.00  
Michael Humber 175.00  
Sales and Use  
Hoover, AL – July 14, 2017

**INDIVIDUAL STAFF DEVELOPMENT**

**Commission District 3**

Chris Willis 390.63  
Alabama County Government Institute Course  
Prattville, AL – June 28-29, 2017

**Community Development**

Frederick Hamilton 1,368.98  
SAMHSA Treatment Drug Court Grantee Meeting  
Nation Harbor, MD – July 8-10, 2017

**Cooper Green**

Peter Wilson 275.00  
Complete Guide to Payroll Taxes  
Birmingham, AL – July 28, 2017

**Information Technology**

April Pearce 2,846.12  
ESRI User Conference  
San Diego, CA – July 9-14, 2017

**FOR INFORMATION ONLY**

**Personnel Board**

Jeff Crenshaw 400.00  
Matt Wilson 400.00  
Allysa Singer 400.00  
Bryant Bush 325.00  
Michael Sutton 400.00  
James Austin 325.00  
Jimmy Johnson 400.00  
Ryan Lillard 400.00  
Cynthia Parker 400.00  
Erin Larson 400.00  
IPAC Conference  
Birmingham, AL – July 16-19, 2017

Billie Marsala 698.00

EEOC Birmingham Seminar  
Birmingham, AL – June 13-14, 2017

Cynthia Holiness 1,372.88  
GFOAA Summer Conference  
Orange Beach, AL – August 15-18, 2017

Michael Glaze 244.23  
National Seminars Organizational Skills  
Madison, AL – August 10, 2017

**Sheriff**

Lynneice Allums 1,998.01  
William Powell 2,170.81  
Kris Simmons 1,998.01  
2017 Gang Workshop  
Ponte Verde, FL – July 30-August 4, 2017

Kyomi Coleman-Wilson 1,128.36  
Charles Buchanon 1,262.16  
Chante Crosby 1,165.48  
Recruiting and Hiring for Law Enforcement  
Pensacola, FL – June 20-23, 2017

Chad King 577.10  
Charles Woods 577.10  
Ryan Holley 553.23  
DUI Instructor Course  
Anniston, AL – July 23-27, 2017

Brandon Streit 831.49  
Deborah Tipton 831.49  
Interview and Interrogation  
Southaven, MS – June 18-24, 2017

Howard Marcrum 3,877.00  
Law Enforcement Driver Instructor Training Program  
Glynco, GA – July 16-28, 2017

Kim Grant 1,884.80  
FBI LEEDA Command Leadership Institute  
East Point, GA – June 25-30, 2017

Jeff Stewart 1,617.74  
Criminal Intelligence and Analysis

Nashville, TN – July 30-August 4, 2017

Curtis Williams  
Homicide Training Symposium  
Orlando, FL – June 25-30, 2017

1,467.15

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

Jefferson County Commission  
Unusual Demands  
6/22/2017

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	BARTON LABORATORY	100193	JEFFERSON CO TREASURER	UPS SHIPPING/MAILING	11.90	200346	416
2	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	TRVL REIMB MCALLISTER,DON-CRITICISM-02/06/2017	12.00	201054	530
3	BOARD OF EQUALIZATION-CHRM	100193	JEFFERSON CO TREASURER	UDPC-Nunnelley,P-Signs/Renovation of Front Area	98.18	201270	573
4	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	TOOL KIT, 3/4" PROPEX RING, 3/4" PEX PLS 90 EL	398.00	201006	527
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	oil, siphon pump for gas can, m18 fuel lithium-ion	284.69	200928	509
6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	HOSE FOR SUMP PUMP AT AL SIERS	54.99	201152	557
7	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Petty Cash reimbursement	855.09	201584	622
8	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA AUTO REPAIR OIL CHANGE UNIFORM VIDEO CONF	773.08	200646	468
9	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FOUR 201A-AU SYMCOM FOR BJC	448.00	200612	465
10	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED ANNUAL TERMITE BOND RENEWAL FOR GSOC	150.00	201366	583
11	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 1 CASE OF LOCK SPRAY FOR GSOC	120.00	201121	549
12	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED POST HOLE DIGGER AND QUIKRETE FOR BHCH	82.08	200619	466
13	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SPRAY LOCK LUBRICANT FOR GSOC SHOP	40.00	200830	489

14	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REIMBURSE FOR BUILDING PARKING FEES PAID EMPLOYEE	20.00	200998	520
15	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PARKING REFUNDED TO EMPLOYEE - DONNA MCCURRY	20.00	201723	631
16	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED ALUMINUM FLAT STOCK FOR GSOC SHOP	14.00	200846	489
17	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE PAID TO RETURN BADGES AFTER REFURBISHING	11.00	200625	469
18	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SUPPLY LINE FOR HR BHCH	4.98	200754	483
19	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO KEYS FOR GSOC VEHICLES	2.30	200613	465
20	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO KEYS FOR GSOC VEHICLES	2.30	200752	483
21	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	TRVL REIMB:RANCE ALLMAN SIOP 4/26-4/29, 2017	115.54	200541	457
22	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	TRVL REIMB: RANCE ALLMAN, IPAC, JULY30- AUG4,2016	93.97	201082	541
23	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	TRVL REIMB:MATT LUETJEN,SIOP,APRIL25-APRIL 30,2017	7.43	200538	455
24	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	HDMI Cables for Helpdesk	61.64	199923	320
25	LEEDS WWTP	100193	JEFFERSON CO TREASURER	ink for printer in lab	52.97	201648	624
26	PUMP STATIONS	100193	JEFFERSON CO TREASURER	WASH DETER;V-BELT;CLAMP;BATTERIES;	496.71	200525	451
27	PUMP STATIONS	100193	JEFFERSON CO TREASURER	VINYL TUBING (USED AT MCADORY PS.);BREAKER(MORGAN	483.00	200524	450
28	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE & POSTAGE BATCH 568 #201238	263.30	201238	568
29	REVENUE	100193	JEFFERSON CO TREASURER	Travel Reimbursement 030817-030917	179.76	200969	514
30	REVENUE	100193	JEFFERSON CO TREASURER	Travel Reimbursement 040917-041517, Charlotte NC,	41.16	200971	515
31	REVENUE	100193	JEFFERSON CO TREASURER	Mileage Reimbursement G. Osburn	38.88	198989	198
32	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CDL-CHRIS ROBY,PHONE CASE,GUTTERS,FL TAPE,BELT,HEA	364.65	201027	528
33	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	REG FEE BIJAY SINGH	150.00	199950	334
34	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	PAVING MACH. CLEANING PRODUCTS, MISC PARTS, FRAMES	325.26	201832	647
35	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	CDL RENEWAL, REPAIR PARTS, TOOLS, HOSE,	176.60	201749	635

36	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	FUEL PUMP,RATCHET BINDERS, SOCKETS	115.22	201107	547
37	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	ABSORBENT BOOM, BOLTS, DRILL BIT, LOCKS, GALV CHAI	298.31	200631	470
38	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	DUPLICATED KEYS FOR MEDECO/LOCKERS	41.97	200528	453
39	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	ARMOR ALL USED WHEN CLEANING JAIL VEHICLES	17.92	200463	442
40	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	VACUUM BELTS & BOLT	9.00	200464	442
41	SF CORRECTIONS-BS	100193	JEFFERSON CO TREASURER	PURCHASED STUDS AND SHEETROCK FOR BESS CH	123.98	201367	583
42	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEES LEVY	80.00	199448	250
43	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	30 YALE CODE CUT KEYS FOR OAK GROOVE SUB-STATION	75.00	200756	485
44	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBUST W PHARR 2-25/3-2-17	72.72	200435	9992
45	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	DANIEL BILLINGS REIM TRVL 2-25/3-2	29.08	199457	258
46	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	G GILLILAND TRVL REIM	29.07	199460	258
47	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	POSTAGE STAMPS	19.60	199470	258
48	SF ENFORCEMENT - BS	100128	JEFF CO DEPUTY TREASURER	RECORDED LEVY FEES	16.00	200526	452
49	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	COUPLING FOR DIGESTER ROTOR	442.93	201081	540
50	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner chainsaw chain seals muffler blade	591.27	201446	593
51	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	HOSE AND FITTINGS	144.68	201101	545
52	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BEARING	120.67	201095	545
53	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BOLTS	61.00	201096	545
54	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BITS AND CAP SCREWS	60.00	201099	545
55	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FLOATS	12.48	201092	545
56	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	WATER;KEYS;STAMPS;LIGHT;CLEANER;KITS;WIRING;	495.99	200592	462
57	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	SHOWER SHOES/SUPPLIES FOR RESIDENTS	80.74	200864	498

**Grand Total**

**\$9,191.09**

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

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JUN-22-2017-432  
PURCHASING DIVISION AGENDA REPORT  
For Week of 05/26/17 – 06/01/17  
Committee Meeting JUNE 20, 2017  
For Commission Approval  
JUNE 22, 2017

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

PREPARED JUNE 2, 2017

1. RECOMMENDED FOR INFORMATION TECHNOLOGY FROM TEKLINKS, BIRMINGHAM, AL TO RENEW BID FOR CISCO IRONPORT SOFTWARE LICENSES AND MAINTENANCE SUPPORT FOR THE PERIOD OF 08/01/2017 – 07/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID# 85-16

REFERENCE MUNIS BID# N/A

PURCHASING DIVISION AGENDA REPORT  
For Week of 06/02/17 – 06/08/17  
Committee Meeting JUNE 20, 2017  
For Commission Approval  
JUNE 22, 2017

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

PREPARED JUNE 9, 2017

2. RECOMMENDED FOR BULK STORES WAREHOUSE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AMERICAN OSMENT, BIRMINGHAM, AL TO AWARD BID FOR PAPER TOWELS, SHOP TOWELS AND TOILET PAPER FOR THE PERIOD OF 06/22/2017 - 06/21/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID# 95-17

REFERENCE MUNIS BID# N/A

3. RECOMMENDED FOR GENERAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AMERICAN PIPE & SUPPLY, BIRMINGHAM, AL TO AWARD CATALOG BID FOR MISCELLANEOUS PLUMBING SUPPLIES FOR THE PERIOD OF 06/22/2017 - 06/21/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID# 108-17  
REFERENCE MUNIS BID# N/A

4. RECOMMENDED FOR GENERAL SERVICES FROM BATTERIES PLUS, TRUSSVILLE, AL TO AWARD BID FOR BATTERIES (SMALL DRY CELL) FOR THE PERIOD OF 10/01/2017 - 09/30/2020. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID# 100-17  
REFERENCE MUNIS BID# N/A

5. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BUSINESS ELECTRONICS, BIRMINGHAM, AL, TO RENEW BID FOR SHARP AQUOUS BOARD FOR THE PERIOD 08/01/2017- 7/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID 98-16  
REFERENCE MUNIS BID# N/A

6. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM DOUBLE UP TECHNOLOGIES, LLC DBA MEALVIEWERS, and AUGUSTA, GEORGIA TO RENEW BID FOR DIGITAL MENU SIGNAGE & APP FOR THE PERIOD 08/11/2017- 8/10/2019. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL TWO YEAR RENEWAL)

REFERENCE BID 96-16  
REFERENCE MUNIS BID# N/A

PURCHASING DIVISION AGENDA REPORT  
ADDENDUM NO. 1  
For Week of 06/02/17 – 06/08/17  
Committee Meeting JUNE 20, 2017  
For Commission Approval  
JUNE 22, 2017

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

PREPARED JUNE 14, 2017

1. RECOMMENDED FOR FINANCE ADMINISTRATION FROM OFFICE DEPOT, BIRMINGHAM, AL TO PURCHASE NEW CUBICLES FOR PURCHASING RENOVATION – REFERENCE QUOTE NO. 16-178H.

PURCHASE ORDER# 1706152	\$89,170.02	TOTAL
REF TCPN CONTRACT# R-142212		

2. RECOMMENDED FOR FINANCE ADMINISTRATION FROM OFFICE DEPOT, BIRMINGHAM, AL TO PURCHASE NEW CUBICLES FOR FINANCE RENOVATION – REFERENCE QUOTE NO. 17-018F.



PURCHASE ORDER# 1706153  
REF TCPN CONTRACT# R-142212

\$113,984.87 TOTAL

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

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JUN-22-2017-433

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 05/26/17 – 06/01/17, and 06/02/17 – 06/08/17, BE AND HEREBY ARE APPROVED.

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

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Resolution Number JUN-22-2017-434

This resolution is made this 22<sup>nd</sup> day of June, **2017** by the **Jefferson County Commission** (the Granting Authority), to grant tax abatements to **Steyr Arms, Inc.** (the Company).

WHEREAS, the Company has announced plans to reinvest in their existing facility as part of an addition, expansion, upgrade, improvement, and/or renovation to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Company's North American Industry Classification System (NAICS) Code **332994**, meets the qualifications of an approved activity in accordance with Section 40-9G-1(1), Code of Alabama 1975; and

WHEREAS, the Company has not entered into a project agreement with the Governor for a provision of other incentives for this project; and

WHEREAS, pursuant to the Alabama Reinvestment and Abatements Act (Section 40-9G-1 et seq., Code of Alabama 1975) (the Act) the Company has requested from the Granting Authority an Abatement of:

- **County** noneducational personal property taxes, and/or
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the Company has requested that the abatement of **County** noneducational personal property taxes be extended for a period of **10 years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of **\$2,900,000**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and had powers to

enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW Therefore, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of:

- **County** noneducational personal property taxes, specific to the property that is receiving an abatement, and/or
- All state and local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and as the same may apply to the fullest extent permitted by the Act. The period for abatement for the noneducational **personal property taxes** shall extend for a period of **10 years** measured as provided in Section 40-9G of the Act, as amended from time to time.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Jefferson County Commission at a meeting held on the 22<sup>nd</sup> day of June, **2017**.

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

#### Tax Abatement Agreement

This abatement agreement is made this 22nd day of June, 2017 by and between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the Granting Authority), and Steyr Arms, Inc. (the Company), its successors and assigns.

#### RECITALS:

WHEREAS, the Company's North American Industry Classification System (NAICS) Code 332994, meets the qualifications of an approved activity of an approved Project in accordance with Section 40-90-1(1), Code of Alabama 1975; and

WHEREAS, the Company has announced plans to reinvest in their existing facility as part of an addition, expansion, upgrade, improvement, and/or renovation to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project will invest at least \$2,000,000 as part of any capitalized addition, expansion, improvement, renovation, re-opening, or rehabilitation of a facility, or replacement equipment;

WHEREAS, no project agreement has been entered into with the Governor for a provision of other incentives; and

WHEREAS, the Project is estimated to be completed by the 30th day of June, 2019; and

WHEREAS, the Project will be located in the County of Jefferson inside the City limits of Bessemer. WHEREAS, pursuant to Section 40-9G-1 et seq, Code of Alabama 1975, the Company has requested from the Granting Authority an Abatement of:

- County noneducational personal property taxes and
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the Company has requested that the abatement of County noneducational personal property taxes be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 22nd day of June, 2017, the Granting Authority approved the Company's application for abatement of:

- County noneducational personal property taxes, specific to the property that is receiving an abatement, and
- all state and local construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (f not for the production of electricity); Subsectors 423,424,482,493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 5193, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget; and

WHEREAS, the Project is a part of an addition, expansion, improvement, renovation, re- opening, or rehabilitation of a facility and/or includes replacement equipment, the request for abatement of non-educational property taxes (if applicable) and/or construction related transaction taxes (if applicable) may include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated

with renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act:

- Noneducational Personal Property Taxes: all County personal property taxes that are not required to be used for educational purposes or for capital improvements for education for 10 years; and

- Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama, 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated:

(a) If no bonds are to be issued, noneducational personal property taxes are expected to be approximately \$1,934 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date proceeding the acquisition date of abated property.

(b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$16,950 and such abatement shall not extend beyond the date the Project is completed.

3. The Company makes the following good faith projections:

(a) Amount to be invested in the Project: \$2,900,000

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially	3,	Year 1	5,	Year 2	7,	Year 3	10
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(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially	\$150,000	Year 1	\$250,000	Year 2	\$350,000	Year 3	\$500,000
-----------	-----------	--------	-----------	--------	-----------	--------	-----------

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by statute.

Generally

5. Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

6. Public Notice. The Company and County agree to publish a joint press release no later than the day of Committee Meeting wherein the tax abatement is placed on the Commission agenda for approval. Additionally, at a time deemed convenient to both the Company and County the parties agree to host a public press conference at an on-site ground breaking or ribbon cutting ceremony.

7. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in the attached application for abatement, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

8. Local. Company will use its commercially reasonable efforts to identify, recruit and hire qualified residents of the County for its available employment positions with its various business operations at the Project site. Additionally, Company agrees to give preference to using local contractors, builders, suppliers and vendors as it is reasonably able.

9. Assignment. The Company may not assign or transfer this Agreement or any interest herein or any part hereof to another entity, other than an affiliate, without the written consent of the County. Any assignment or transfer inconsistent with the terms hereof shall nullify and make void any obligation of the County otherwise required herein.

10. Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, Company consents to the jurisdiction and venue of the courts of Jefferson County, Alabama with respect to any matter arising hereunder.

11. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

12. Limitations. Notwithstanding any provision contained herein to the contrary, the Agreement is limited solely to the abatement of:

(a) all County noneducational personal property taxes, the noneducational personal property tax shall be equal to the noneducational personal property taxes owed, minus the noneducational personal property taxes owed from the tax year immediately before the Project was placed in service, specific to the property that is receiving an abatement, and/or

(b) all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

13. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

14. Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the County:

County Manager  
Room 251

Assistant Tax Assessor Bessemer Division  
209 Bessemer Courthouse 1851 2nd Avenue North

716 Richard Arrington Jr. Blvd N  
Birmingham, Alabama 35203

Bessemer, Alabama 35020

with a copy to:

County Attorney  
Room 280

716 Richard Arrington Jr. Blvd N  
Birmingham, Alabama 35203

To Company: Blank

15. Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

16. Immigration Act Compliance.

(a) With respect to individuals employed by Company at the Project Site, Company represents and warrants that it does not and will not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act and that, during the performance of this Agreement, Company shall participate in the E-Verify program as required under the terms of the Act.

Company covenants that Company shall not hire, retain or contract with any contractor which Company knows is not in compliance with the Act.

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement.

17. Representations and Warranties. Company makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Company is a duly organized and existing Illinois corporation, in good standing, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of Company's undersigned officer have been duly authorized by a resolution duly adopted by Company's board of directors and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of Company to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Company hereunder, have been duly taken.

(d) The execution and performance of this Agreement by Company do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Company is a party.

Company certifies that it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability at its discretion. The representations, warranties and covenants made by Company herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

18. Relationship of Parties. The County and Company agree that nothing contained in this

Agreement, or any act of Company or of the County, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Company and the County other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the County has no investment or equity interest in the business of Company, and shall not be liable for any debts of Company, nor shall the County be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of Company, nor shall Company at any time or times use the name or credit of the County in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

This Agreement is executed as of the dates specified below.

Company	Granting authority
Scott O'Brien	James A. Stephens
CEO	President
6/22/2017	6/22/2017

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

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JUN-22-2017-435

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Amendment No. 1 to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and New Tech Computer System d/b/a PioneerRx, for outpatient pharmacy prescription management software and hardware in the amount of \$10,000.00.

STATE OF ALABAMA) CONTRACT NO.:  
00009094  
JEFFERSON COUNTY)

Contract Amendment No. 1

This Amendment to Contract entered into on the 21<sup>st</sup> day of July, 2016 between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County", and New Tech Computer System d/b/a PioneerRx, herein referred to as "Contractor" for outpatient pharmacy prescription management software and hardware.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The contract between the parties referenced above, approved by the Commission on February 23, 2017 MB: 170, Page (s) 608-615, is hereby amended as follows:

Amend the term of the agreement to July 21, 2017 through July 21, 2018.

Compensation shall not exceed the original contract amount of \$10,000 for this term (see attached quote).

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

JEFFERSON COUNTY COMMISSION

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

NEW TECH COMPUTER SYSTEM  
Authorized Representative

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

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JUN-22-2017-436

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and CDO Squared, Inc. to provide Revenue Cycle Management Credentialing Services in the amount of \$165,000.00.

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

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JUN-22-2017-437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Khafra Engineers for Professional Architectural Services for the remediation of cell tower equipment upgrades for the IT Department in the amount of \$15,000.00.



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

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JUN-22-2017-438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the approval to receive credit for the 2016 Tax Year Final State Figures for the Insolvents, Errors in Assessment and Litigations for final settlement with the State comptroller. Document attached below.

DFC 22 <Rev. 2-01)

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2016 AND  
 UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA  
 Jefferson County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 22ND day of JUNE, 2017 J.T. Smallwood, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2016, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes General -----	\$ <u>\$136,051.70</u>
Soldier-----	\$ \$54,420.68
School-----	\$ <u>\$177,321.60</u>
Errors in Assessments: State Taxes--- General-----	\$ <u>\$1,473,182.45</u>
Soldier-----	\$ <u>\$589,272.98</u>
School-----	\$ <u>\$1,898,006.58</u>
Taxes in Litigation: State Taxes General-----	\$ <u>\$13,087.65</u>
Soldier-----	\$ <u>\$5,235.06</u>
School-----	\$ <u>\$15,705.18</u>

And said Collector has also made his report for final allowance of the uncollected balances of insolvent Taxes for the previous year 2015, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$ <u>56,383.85</u>
Soldier-----	\$ <u>22,553.55</u>
School-----	\$ <u>78,691.62</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2015	\$ 7,335.15	\$ 2,934.07	\$ 8,802.19
2014	\$ 9,754.10	3,901.64	11,704.92
2013	\$29.80	11.92	35.76

SEE ATTACHED

Given under my hand this 22<sup>nd</sup> day of JUNE 2017

James A. Stephens  
Presiding Officer

See Code of Ala. 1975. Sections 40-5-23, 40-5-24, and 40-5-25 as to truces of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

Year	General	Soldier	School
2012	282.15	112.85	338.56
2011	5,162.48	2,064.98	7,246.68
2010	2,200.81	880.33	2,641.00
2009	6,772.34	2,708.93	8,126.80
2008	9,099.33	3,639.69	10,919.08
2006	3,011.43	1,204.57	3,613.72
1992	11.42	4.57	13.70
1991	22.82	9.13	27.39
1990	1,192.15	476.69	1,430.39

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

JUN-22-2017-439

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 Neel-Schaffer, Inc., for the provision of Engineering services in connection with the Rosedale Sidewalk Improvements Phase V (CD15-03L-M-RS5). The fee for these services shall not exceed \$29,535.00 and will be paid in full with federal funds. This project is from the Program Year 2015 funds.

ADOPTED: June 22, 2017

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

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JUN-22-2017-440

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HESG16-SO-OR) for an amount not to exceed \$13,000.00;

NOW, THEREFORE, BE IT RESOLVED by Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and the One Roof (HESG16-SO-OR) for and amount not to exceed THIRTEEN THOUSAND and no/100 Dollars (\$13,000.00). This agreement is from Program Year 2016 federal funds.

Adopted: June 22, 2017

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

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JUN-22-2017-441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amended agreement between Jefferson County, Alabama and ClasTran to change the scope of services, compensation and term of the original contract. The agreement is for the senior centers to have four group field trips (one per quarter) and to provide matching funds and increased vendor costs for

transportation services to the senior centers and special group field trips by \$37,080.00. This is for the current fiscal year ending September 30, 2017.

ADOPTED: June 22, 2017

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

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JUN-22-2017-442

Resolution

WHEREAS, United Way of Central Alabama requests a modify to the agreement approved by the Jefferson County Commission on September 08, 2016 to provide supportive services to Jefferson County Workforce Development eligible participants;

WHEREAS, the modification will reduce expenditure in Adult Program by \$300 and increase Software expenditure by \$300; and

WHEREAS, the modification will further decrease Dislocated Worker Program salaries by \$350 and increase software by \$350;

WHEREAS, the modification will not result in an increased cost of the total contract amount;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the modification to the Workforce Innovation and Opportunity Act supportive services agreement with United Way of Central Alabama for Program Year 2016. The effective period of this agreement is July 01, 2016 through June 30, 2017.

ADOPTED: June 22, 2017

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

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JUN-22-2017-443

BE IT RESOLVED by the Jefferson County Commission that the President, be and he is authorized, directed and empowered to execute a Memorandum of Understanding (MOU) narrative that describes the responsibilities for the Central Alabama Partnership for Training and Employment Career Center Partners.

ADOPTED:

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

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JUN-22-2017-444

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

- |                      |                                 |
|----------------------|---------------------------------|
| a) Birmingham Barons | Changing the payment terms only |
| b) Infor             | \$111,170.40                    |

Approved by the Jefferson County Commission the 22<sup>nd</sup> day of June, 2017.

Minute Book: 171

Page(s): 214

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

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

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JUN-22-2017-445

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Fund Program agreement between Jefferson County, Alabama and the Midfield City Board of Education 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 Midfield City Board of Education ("Midfield City BOE"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Midfield City BOE is a tax exempt non-profit educational institution which seeks assistance in funding Midfield High School's empowerment and intervention programs to strengthen students'

chances to be college and career ready; and  
WHEREAS, Midfield City BOE meets the eligibility requirements of the Program; and  
WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$3,000.00 to Midfield City 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 June 30, 2018.
2. The County shall pay to Midfield City BOE a lump sum payment of \$3,000.00 upon execution of this agreement.
3. Midfield City BOE shall use the public funds to assist in funding Midfield High School's empowerment and intervention programs to strengthen students' chances to be college and career ready.

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

4. Midfield City 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 June 30, 2018, whichever shall occur first.
5. Midfield City 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 Midfield City BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Midfield City 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 Midfield City 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; end further certifies that neither Midfield City 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 Midfield City BOE shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Date James A. Stephens, President  
Jefferson County Commission

MIDFIELD CITY BOARD OF EDUCATION  
FOR MIDFIELD HIGH SCHOOL

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to execute the following Community Grant Program agreements:

- |  |            |                 |
|--|------------|-----------------|
| a) Jefferson County Board of Education | \$1,000.00 | JUN-22-2017-446 |
| b) Town of West Jefferson              | \$5,000.00 | JUN-22-2017-447 |

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

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

- Trussville Utilities Board to install 42' of water service line and 100' of gas service line at 5635 Chalkville Mountain Road.

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

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JUN-22-2017-448

JEFFERSON COUNTY COMMISSION  
RESOLUTION FOR  
ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project No. HSIPI059 (400); I-59 Interstate Median Crossover Protection, Bridge Rail Retrofit, Guardrail and Guardrail End Anchors from SR-7 (US-11, 1<sup>st</sup> Avenue North) to CR-10 (Chalkville Mountain Road).

WHEREAS, The County for the purposes of complying with the requirements of the Federal Highway Administration in regards to it's funding of improvements of the type and kind in this agreement.

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

#### RESOLUTION

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on 1-59 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: HSIP-1059(400) 1-59 Interstate Median Crossover Protection, Bridge Rail Retrofit, Guardrail and Guardrail End Anchors from SR-7(US-11, 1<sup>st</sup> Avenue North) to CR-10 (Chalkville Mountain Road).

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

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution: BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A This project does not require permanent barricade or relocation of any intersecting streets.  
Please refer to: Project Notes(Sheets 2D-2E)



Please refer to: General Project Traffic Control Plan Notes (Sheets 2F-2G)

Please refer to: Traffic Control Plan (Sheets 6-13)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 22<sup>nd</sup> day of June, 2017.

ATTEST

Millie Diliberto  
County Clerk

James A. Stephens  
Commission President

I, the undersigned, Clerk of the Jefferson County, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 22<sup>nd</sup> day of June, 2017, which resolution is on file in the office of the County Clerk.

Given under my hand and the official seal of such County this 22<sup>nd</sup> day of June, 2017

Millie Diliberto  
COUNTY CLERK

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

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JUN-22-2017-449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and the City of Graysville, Alabama, regarding maintenance of certain roadways/or portions of certain roadways within the City's corporate limits and municipal jurisdiction. A copy of said Agreement is on file in the Minute Clerk Office.

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

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JUN-22-2017-450

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective immediately, Resolution 537, dated June 16, 2009, as recorded in Minute Book 158, Page 216, terminating maintenance of certain roadways located within the corporate limits of the Town of Cardiff, is hereby rescinded.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution dated July 23, 2002, as recorded in Minute Book 138, Page 203, is hereby reaffirmed and accepted, a copy of which is detailed below:

BE IT RESOLVED by the Jefferson County Commission that the following roads and portions of roads located in the city limits of Cardiff, Alabama are hereby acknowledged and accepted by Jefferson County for roadbed maintenance, drainage maintenance, surface maintenance and vegetation control. This includes driveway and road locations connecting onto these roads and their lines of site distance. It is expressly understood that all other items of maintenance such as traffic control, zoning and development controls for properties along and adjacent to the roadway are the responsibility of the city.

1. Main Street from the city limits on the south, northerly to Maple Street.
  2. Maple Street from Main Street easterly to the Lynn's Crossing Cardiff Road.
  3. Lynn's Crossing- Cardiff Road from the city limits on the south, Northerly through the city limits.
- BE IT FURTHER RESOLVED that the County hereby disclaims any maintenance or other road

responsibilities for any other roads, within the city limits of, Cardiff Alabama.

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

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JUN-22-2017-451

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective immediately, Resolution 536, dated June 16, 2009, as recorded in Minute Book 158, Page 215, terminating maintenance of certain roadways located within the corporate limits of the Town of Brookside, is hereby rescinded.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution dated July 23, 2002, as recorded in Minute Book 138, Pages 202-203, is hereby reaffirmed and accepted, a copy of which is detailed below:

BE IT RESOLVED by the Jefferson County Commission that the following roads and portions of roads located in the city limits of Brookside, Alabama are hereby acknowledged and accepted by Jefferson County for roadbed maintenance, drainage maintenance, surface maintenance and vegetation control. This includes driveway and road locations connecting onto these roads and their lines of site distance. It is expressly understood that all other items of maintenance such as traffic control, zoning and development controls for properties along and adjacent to the roadway are the responsibility of the city.

1. Brookside - Coalburg Road from Brookside - Mt. Olive Road southeasterly through the city limits.
2. Brookside - Mt. Olive Road from Brookside - Coalburg northerly through the city limits.
3. Brookside - Pinkney City (Turner Town) Road from Brookside - Mt. Olive road southwesterly through the city limits.
4. Brookside - Cardiff from Brookside - Mt. Olive road westerly through the city limits.
5. Bivens Chapel - Brookside Road from Brookside - Coalburg Road southerly to the intersection with Republic Road (Cherry Avenue).
6. Pinkney City - Cardiff Road from Brookside - Pinkney City (Turner Town Road) northerly through the city limits.
7. Republic Road (Cherry Avenue) the portion of Republic Road (Cherry Avenue) within the city limits.

BE IT FURTHER RESOLVED that the County hereby disclaims any maintenance or other road responsibilities for any other roads, within the city limits of, Brookside, Alabama.

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

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JUN-22-2017-452

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective immediately, Resolution 554,

dated June 16, 2009, as recorded in Minute Book 158, Page 224, terminating maintenance of certain roadways located within the corporate limits of the Town of Mulga, is hereby rescinded.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution dated July 23, 2002, as recorded in Minute Book 138, Page 209, is hereby reaffirmed and accepted, a copy of which is detailed below:

BE IT RESOLVED by the Jefferson County Commission that the following roads and portions of roads located in the city limits of Mulga, Alabama are hereby acknowledged and accepted by Jefferson County for roadbed maintenance, drainage maintenance, surface maintenance and vegetation control. This includes driveway and road locations connecting onto these roads and their lines of site distance. It is expressly understood that all other items of maintenance such as traffic control, zoning and development controls for properties along and adjacent to the roadway are the responsibility of the city.

1. Mulga Loop Road from the city limits on the west easterly through the city limits

BE IT FURTHER RESOLVED that the County hereby disclaims any maintenance or other road responsibilities for any other roads, within the city limits of, Mulga, Alabama.

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

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JUN-22-2017-453

WHEREAS, James B. Johnson and Mattie Johnson recorded a deed from themselves to Jefferson County for an easement or right of way for a public road dated November 16, 1977, with said easement or right of way described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from James B. Johnson and Mattie Johnson to Jefferson County and its successors and assigns dated November 16, 1977, and recorded at Real 333 Page 933 Probate Records of Jefferson County, Bessemer Division, said deed purporting to convey an easement or right of way for a public road and described as follows:

Commence at the Northeast corner of the NW ¼ of the SE ¼ of Section 21, Township 18 South, Range 6 West; thence in a Westerly direction along the North line of said ¼ - ¼ section run a distance of 641.42 feet for point of beginning; thence turn an angle of 91°01'48" to the left for a distance of 1,323.11 feet to the North side of the 40 foot deeded street; thence turn right and run in an Easterly direction along the North side of said deeded street a distance of 40 feet; thence turn right 89°01'49" and run in a Northerly direction 1,283.16 feet; thence turn left 88°58'11" and run in an Easterly direction 601.42 feet to the West boundary of a deeded street: thence North along the West boundary of said deeded street to the North boundary of said ¼ - ¼ section; thence West along the North boundary of said ¼ - ¼

a distance of 641.42 feet, more or less, to the point of beginning, situated in Jefferson County, Alabama.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

DISCLAIMER

WHEREAS, James B. Johnson and Mattie Johnson recorded a deed from themselves to Jefferson County for an easement or right of way for a public road dated November 16, 1977 with said easement or right-of-way described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON

COUNTY has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from James B. Johnson and Mattie Johnson to Jefferson County and its successors and assigns dated November 16, 1977, and recorded at Real 333 Page 933, Probate Records of Jefferson County, Bessemer Division, said deed purporting to convey an easement or right of way for a public road and described as follows:

Commence at the Northeast corner of the NW ¼ of the SE ¼ of Section 21, Township 18 South, Range 6 West; thence in a Westerly direction along the North line of said ¼ - ¼ section run a distance of 641.42 feet for point of beginning; thence turn an angle of 91°01'48" to the left for a distance of 1,323.11 feet to the North side of the 40 foot deeded street; thence turn right and run in an Easterly direction along the North side of said deeded street a distance of 40 feet; thence turn right 89°01'49" and run in a Northerly direction 1,283.16 feet; thence turn left 88°58'11" and run in an Easterly direction 601.42 feet to the West boundary of a deeded street: thence North along the West boundary of said deeded street to the North boundary of said ¼ - ¼ section; thence West along the North boundary of said ¼ - ¼ a distance of 641.42 feet, more or less, to the point of beginning, situated in Jefferson County, Alabama.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 22<sup>nd</sup> Day of June, 2017

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

Sworn to and subscribed before me  
On this the 22<sup>nd</sup> day of June, 2017  
Mildred G. Diliberto  
NOTARY PUBLIC My Commission Expires: August 31, 2019

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington, that

the above resolution be hereby approved. Voting "Aye" Sandra Little Brown, David Carrington, and Joe Knight.

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JUN-22-2017-454

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

Recommended by: Engineer	Cal Markert P E - Director/County
Department:	Roads & Transportation
Date:	June 9, 2017
Purpose: Permanent Easement Chartwell Road Hoover, AL 35226	Payment to Winfred S. Hanson for a (site address) - 3336  Project No. STPBH-7020(601)-Patton Chapel Rd.
Ph. III -Tr. 34A	Agent: Alan K. Dodd
Price:	\$5.695.00
Pay to the order of: Mailing Address:	Winfred S. Hanson 3336 Chartwell Road Hoover, AL 35226
Fund:	4020 5100 551200 R102D
Check Delivery Code 84	

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 219, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017

Millie Diliberto  
Minute Clerk

Jefferson County Commission  
My Commission Expires August 31, 2019

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

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JUN-22-2017-455

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

Recommended by: Engineer	Cal Markert P.E. - Director/County
Department:	Roads & Transportation
Date:	June 9, 2017
Purpose: Easement Hoover. AL 35226 Rd. Ph. III - 36A	Payment to Kelly Troyer for a Permanent (Site address) - 3337 Chartwell Road, Project No. STPBH-7020(601)-Patton Chapel
Price:	Agent: Alan K. Dodd \$3.400.00
Pay to the order of: Mailing Address:	Kelly Troyer 3337 Chartwell Road Hoover, AL 35226
Fund:	4020 5100 551200R102D
Check Delivery Code 84	

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County

Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 220, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017

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

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

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JUN-22-2017-456

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

Recommended by:	Cal Markert P.E.-Director/County Engineer
Department:	Roads & Transportation
Date:	June 9, 2017
Purpose:	Payment to William Joseph Kitchings for a Permanent Easement (site address) -3332 Burning Tree Drive Birmingham, AL 35226
	Project No. STPBH-7020(601) - Patton Ph. 111 - Tr. 37A
	Agent: Alan K. Dodd
Price:	\$5,005.00
Pay to the order of:	William Joseph Kitchings
Mailing Address:	3332 Burning Tree Drive Birmingham, AL 35226
Fund:	4020 5100 551200R102D



Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 220-221, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017.

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

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

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JUN-22-2017-457

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

Recommended by: Engineer	Cal Markert P.E.-Director/County
Department:	Roads & Transportation
Date:	June 9 2017
Purpose:	Payment to John Claiburn McCrackin for a Permanent Easement (site Chapel address) - 1774 Patton Rd Hoover AL 35226 Project No. STPBH- 7020(601) - Patton Chapel Rd. Ph. III -Tr.43A Agent: Alan K. Dodd
Price:	\$4,980.00
Pay to the order of:	John Claiburn McCrackin

Mailing Address: 1774 Patton Chapel Rd.  
Hoover, AL 35226

Fund: 4020 5100 551200R102D

Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 221, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017

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

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

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JUN-22-2017-458

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

Recommended by: Cal Markert P.E. Director/County  
Engineer  
Department: Roads & Transportation

Date: June 2, 2017  
Purpose: Payment to Peak, Inc. for acquired  
Temporary Construction  
Easement for Topics VIII, Site 3

Site Address: 3940 Crosshaven Drive  
Project No. STPBH-9802(924) - Tr. No. 12  
Agent: Kelly Watson

Price: \$14,895.00

Pay to the order of: Peak, Inc.  
Mailing Address: 5310 Mountain Park Drive  
Birmingham, AL 35243  
Fund: 4020 5100 551200 R136C  
Check DeliveryCode 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June 2017, recorded in Minute Book 171, Page(s) 221-222, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017

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

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

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JUN-22-2017-459

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

Recommended by: Cal Markert P E Director/County  
Engineer  
Department: Roads & Transportation  
Date: June 22, 2017  
Purpose: Payment to Joshua A. Raposo for a  
Permanent Access Easement  
and a TCE for Womack Road  
Sanitary Sewer Protection

Project for Tr. 12 - site address - 6492 Telia Drive, Pinson, AL 35126

Agent: Rick Turner

Price: \$3,425.00

Pay to the order of: Joshua A. Raposo  
Mailing Address: 6492 Telia Drive  
Pinson, AL 35126

Fund: 6040 7100514080  
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk. Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 222, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017.

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

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

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JUN-22-2017-460

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

Recommended by: Cal Markert, P.E. Director/County  
Engineer  
Department: Roads & Transportation  
Date: June 22, 2017  
Purpose: Payment to Joshua Mark Wilson for an  
Access Easement for Womack Road

Sanitary Sewer  
Project for Tr. 6 - site address - 6599  
Womack Road, Pinson, AL 35126

Protection

Agent: Rick Turner

Price: \$7,773.25

Pay to the order of: Joshua Mark Wilson  
Mailing Address: 6599 Womack Road  
Pinson, AL 35126

Fund: 6040 7100514080  
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 223, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 22<sup>nd</sup> day of June, 2017

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

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

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JUN-22-2017-461

STATE OF ALABAMA)  
JEFFERSON COUNTY)

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an Agreement for Professional Services for FY 2017 Sanitary Sewer Collection System Flow Monitoring Data and Analysis for three (3) consecutive twelve (12) month periods, for a total agreement period of thirty-six (36) months, in the amount not to exceed Four million eight hundred ninety four thousand nine hundred and forty one dollars (\$4,894,941.00) between Jefferson County and ADS, LLC.

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

---

JUN-22-2017-462

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment #1 to the Agreement to Provide Professional Engineering Services for Village Creek Wastewater Treatment Plant Improvements - Phase 2 Project between Jefferson County and Hazen & Sawyer, P.C., in the amount of \$227,000.00.

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

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JUN-22-2017-463

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System - Asset Management Program - Contract No. 2017-AMPO1 2017 Sewer Replacement Contact 1 project, such certified bids having been open on Wednesday, February 22, 2017 and listed as follows:

	Contractor	Amount Bid
1.	Baird Contracting Co., Inc.	\$ 4,962,074.00
2.	Tren-Tay, Inc.	\$ 5,189,735.00
3.	Global Construction & Engineering, Inc.	\$ 5,224,311.75
4.	Gillespie Construction & Engineering, Inc.	\$ 5,669,678.75
5.	Bama Utility Contractors, Inc.	\$ 5,676,611.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for Sanitary Sewer System-Asset Management Program-Contract No. 2017-AMPO1 2017 Sewer Replacement Contact 1 project be awarded to Baird Contracting Co., Inc. in the amount of \$4,962,074.00.

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

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

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JUN-22-2017-464

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County Environmental Services Department and Accelerated Technology Laboratories, Inc. in the amount of \$24,000.00 for the 3 year renewable contract to provide cloud based software upgrades, training and support for the Laboratory Information Management Software which includes customization of the software to meet current specifications.

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

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JUN-22-2017-465

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Engineering Services for the Construction Engineering of the Fairmont, Halls Branch and Harriman Pump Station Construction Improvements between

Jefferson County and Engineering Services Associates, Inc., in the amount of \$19,958.00

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

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JUN-22-2017-466

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Geotechnical Engineering Services for the Shades Valley WWTP Complex Storage Additions between Jefferson County and Terracon Consultants, Inc., in the amount of \$37,500.00.

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

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JUN-22-2017-467

STATE OF ALABAMA)  
  
JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION  
RESOLUTION

Be it resolved by the Jefferson County Commission that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and the Vestavia Hills Board of Education regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

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

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JUN-22-2017-468



BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Mark Shaw in the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00).

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

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JUN-22-2017-469

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Stewart D. Brockman in the amount of Forty Three Thousand Six Hundred Thirty Four and 05/100 (\$43,634.05) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized to issue a check made payable to Stewart P. Brockman in the amount of \$43,634.05 and forward it to the County Attorney for disbursement.

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

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JUN-22-2017-470

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the County Attorney authorization is hereby granted to settle the Voluntary Self-Referral Disclosure of Cooper Green Mercy Hospital (01-0137) with the Department of Health & Human Services Centers for Medicare & Medicaid Services (CMS), in the amount of Three Thousand Four Hundred Three and no/100 (\$3,403.00) Dollars. Be it further resolved by the Commission that the Director of Finance is hereby authorized to issue a check in the amount of \$3,403.00 made payable to "CMS" and forward to the County Attorney for disbursement.

#### COOPER GREEN MERCY HOSPITAL SETTLEMENT AGREEMENT

##### 1. PARTIES

This Settlement Agreement ("Agreement") is entered into by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("CGMH"), and the Centers for Medicare & Medicaid Services ("CMS") of the United States Department of Health and Human Services. CMS and CGMH are individually referred to in this Agreement as a "Party" and jointly as the "Parties."

II. PREAMBLE As a preamble to this Agreement, the Parties agree to the following:

A. When the disclosure was submitted, CGMH was a 319-bed acute hospital that participated in the Medicare Program. On December 27, 2012, CGMH voluntarily terminated its provider agreement with Medicare. CGMH is now enrolled as a Part B supplier that is a multispecialty clinic. Throughout the time period relevant to this Agreement, CGMH regularly submitted claims for payment

to the Medicare Program.

B. Section 6409 of the Patient Protection and Affordable Care Act, Public Law 111148 (the "Affordable Care Act"), granted the Secretary of the U.S. Department of Health and Human Services (the "Secretary") the authority to develop a voluntary self-referral disclosure protocol (the "SRDP") for violations of the Physician Self-Referral Law, section 1877 of the Social Security Act, and to reduce the amount due and owing for all violations under section 1877 of the Social Security Act disclosed under the SRDP. The SRDP was made public on September 23, 2010, and is intended to facilitate the resolution only of matters that, in the disclosing party's reasonable assessment, are actual or potential violations of the Physician Self-Referral Law.

C. On August 28, 2012, CGMH disclosed pursuant to the SRDP that two compensation arrangements with a physician may have violated the physician self-referral law because the financial relationships did not comply with the requirements of any applicable exception. During the disclosed periods of noncompliance, CGMH submitted claims and received payment from Medicare for designated health services that had been referred to CGMH by the physician with whom CGMH had such arrangements (collectively, the "Covered Conduct").

D. This Agreement is neither an admission of any wrongdoing or liability by CGMH nor a concession by CMS that its claims are not well-founded.

### III. TERMS & CONDITIONS

NOW, THEREFORE, under the authority granted to the Secretary under Section 6409 of the Affordable Care Act, the Parties agree as follows:

1. CGMH agrees to pay CMS the sum of \$3,403.00 (the "Settlement Amount") within thirty (30) business days after the Effective Date of this Agreement. Payment shall be made by electronic funds transfer or paper check pursuant to written instructions to be provided by CMS.

2. CGMH warrants and represents that there are no pending administrative or judicial appeals for claims submitted to the Medicare Program that are related to the Covered Conduct. CGMH agrees that it shall not contest or seek to challenge whatsoever in any judicial or administrative forum the Settlement Amount. Further, CGMH agrees that it shall not, in any judicial or administrative forum, seek to reduce by the Settlement Amount any liability for claims submitted to the Medicare Program that are related to the Covered Conduct and that are denied or for which payment is reduced pursuant to any Medicare coverage or payment law, regulation, or guidance, other than the Physician Self-Referral Law.

3. Subject to the exceptions in Paragraph 4 below (concerning excluded claims), and conditioned upon the full payment of the Settlement Amount by CGMH, CMS agrees fully and finally to release CGMH for any and all administrative liabilities and claims under section 1877(g) (1) of the Social Security Act (42 U.S.C. § 1395nn (g) (1)) that CMS has or may have against it for the Covered Conduct.

4. Notwithstanding any other provision to this Agreement, CMS does not release CGMH for:

a. Any claim or action arising under 31 U.S.C. §§ 3729-3733 (the False Claims Act), 31 U.S.C. §§ 3801-3812 (the Program Frauds Civil Remedies Act), 42 U.S.C. § 1320a-7a (the Civil Monetary Penalties statute), 42 U.S.C. §§ 1395nn (g) (3) and (4) (the civil monetary penalty provisions of the Physician Self-Referral Law), 42 U.S.C. § 1320a-7 (mandatory and permissive exclusion from Federal health care programs), or the common law theories of payment by mistake, unjust enrichment, restitution, and fraud;

b. Any right to reopen and deny claims submitted to the Medicare Program for fraud or

similar fault under 42 C.F.R. § 405.980; or

c. Any liability for claims related to the Covered Conduct that are submitted to the Medicare Program and denied or for which payment is reduced pursuant to any Medicare coverage or payment law, regulation, or guidance, other than the Physician Self-Referral Law.

5. CGMH fully and finally releases CMS, its employees, servants, and agents from any claims (including attorney fees, costs, and expenses of every kind and however denominated) that CGMH has asserted, could have asserted, or may assert in the future against CMS, its employees, servants, and agents, related to the Covered Conduct and CMS review and settlement thereof.

6. CGMH agrees that it waives and shall not seek further payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims defined as Covered Conduct.

7. CGMH warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b) (3) and 548(a) (1) (B) (ii) (I), and shall remain solvent following payment to CMS of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to CGMH, within the meaning of 11 U.S. C. § 547(c) (1), and (b) conclude that these mutual promises, covenants, and obligations do in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which CGMH was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a) (1).

8. Nothing in this Agreement constitutes an agreement by CMS concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

9. Each party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. All of the terms and conditions of this Agreement are solely for the benefit of the Parties hereto, and shall be binding upon and inure to the sole benefit of the Parties and their representatives except to the extent provided for in Paragraph 3. Nothing in this Agreement creates any rights in any third parties.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all the Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute. This Agreement constitutes the complete agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiation, discussions, and draft agreements between the Parties on or with respect to the issues addressed herein. This Agreement may not be amended except by written consent of the Parties.

12. CGMH represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

13. This Agreement may be executed by the Parties in one or more counterparts, each of which shall represent one and the same instrument.

14. This Agreement and any disputes arising from it shall be exclusively governed by and construed in accordance with federal law.

15. The Parties hereby warrant and covenant: (a) that each has taken all action necessary to authorize execution of this Agreement; (b) that this Agreement and each of its terms is binding; (c) that each has requisite power and authority to perform the acts stated herein; (d) that the undersigned signatory for each Party has the authority to bind that party; (e) that it has not assigned or delegated to any third party all or any part of the rights and obligations set forth herein; and (f) that it owns and has not assigned, conveyed, pledged, encumbered, or otherwise transferred, in whole or in part, any of the causes of actions, claims, or debts released herein.

16. This Agreement is binding on the successors, transferees, and assigns of the Parties.

17. CMS may publicly disclose this Agreement and its terms in accordance with applicable law.

18. This Agreement is effective on the date of signature of the last signatory of the Agreement (the "Effective Date"). Facsimiles and electronic copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

Jefferson County Commission d/b/a Cooper Green Mercy Hospital

DATED: 6/22/17

Name: James A. Stephens

Position: President, Jefferson County Commission

Jefferson County Commission d/b/a Cooper Green Mercy Hospital

The Centers for Medicare & Medicaid Services of the United States  
Department of Health and Human Services

DATED:

(Agreement not signed at the time of this recording)

Director, Financial Services Group

Centers for Medicare & Medicaid Services

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Community Grant Program Agreements,

City of Kimberly

\$747.68

JUN-22-2017-471

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

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JUN-22-2017-473

WHEREAS, the Jefferson County Commission has combined the Department of Inspection Services, Land Planning & Development Services, and Storm Water into a newly consolidated Department of Development Services; and

WHEREAS, each of the former Departments of Inspection Services, Land Planning & Development Services, and Storm Water were responsible for the administration and enforcement of certain County ordinances and regulations; and

WHEREAS, these certain County ordinances and regulations delegated administrative and enforcement authority to the respective department head of each affected department in the person of the Director of Inspection Services, the Director of Land Planning & Development Services, or the Director of Storm Water, as appropriate; and

WHEREAS, the newly consolidated Department of Development Services is now responsible for the administration and enforcement of these certain County ordinances and regulations; and

WHEREAS, it is the intent of the Commission that all current County ordinances and regulations that identify certain actions to be taken by the individual department heads identified as, Inspection Services, Storm Water, and Land Planning & Development Services, now be deemed to be actions taken by the Director/Interim Director of Development Services.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director/Interim Director of Development Services, or personnel designated to act as their agent, is hereby authorized to act on behalf of the Director of Inspection Services, the Director of Land Planning & Development Services, and the Director of Storm Water in fulfillment of their respective delegated administrative and enforcement authorities.

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

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JUN-22-2017-474

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

authorized to execute a Payroll Agreement approving payment of Jefferson County's portion of the salary and benefits to the State for Deputy District Attorney, Williams Eric Hamilton in the amount of \$49,169.51.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

### PAYROLL AUTHORIZATION

#### RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State the Attorneys' pension membership is also divided between the County and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

#### WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County) the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation//benefits" shall mean:

a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's offices and directed to be payable by Jefferson County as salary compensation:

b) An amount equal to 3% of the salary compensation representing an employer pension match:

c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby authorizes to have his County provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.

2. By execution below the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.

3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year of the County-provided

compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.

5. The effective date of this Agreement shall be June 27, 2017.

IN WITNESS WHEREOF the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

Date: 6/22/17

James A. Stephens, President  
Jefferson County Commission

Danny Carr  
District Attorney Pro Tern  
Birmingham Division

William Eric Hamilton  
Deputy District Attorney  
Birmingham Division

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

JUN-22-2017-475

[Syndicate resolution]

#### RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

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

WHEREAS, at a meeting on May 4, 2017, the Jefferson County Commission selected Raymond James and Stifel, Nicolaus & Company to serve as co-senior managing underwriters (the "Senior Managing Underwriters") for the sale of the 2017 Warrants; and

WHEREAS, the Senior Managing Underwriters' proposal to the County included Securities

Capital Corporation as part of its proposed team to underwrite the 2017 Warrants; and

WHEREAS, the Jefferson County Commission wishes to select additional registered broker-dealers (an "underwriting syndicate") to underwrite the 2017 Warrants; and

WHEREAS, the Jefferson County Commission wishes to select the following firms to be confirmed as additional members of the underwriting syndicate:

Citigroup Global Markets, Inc.  
Drexel Hamilton, LLC  
Piper Jaffray & Co.  
Securities Capital Corporation

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby confirms and approves the aforementioned firms to serve as additional members of the underwriting syndicate for the sale of the 2017 Warrants, such firms being: Citigroup Global Markets, Inc., Drexel Hamilton, LLC, Piper Jaffray & Co. and Securities Capital Corporation as co-managers.

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

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JUN-22-2017-476

WHEREAS, the Jefferson County Department of Revenue needs to replace its antiquated Revenue Management Tax Collection System; and

WHEREAS, the Tuscaloosa County Special Tax Board, in the spirit of promoting local government cooperation which improves the lives of Alabama citizens, desires to grant a license of their Assurance Self Reporting Tax System software licensed programs to the Jefferson County Commission for utilization by the Jefferson County Department of Revenue for tax collections; and

WHEREAS, the Jefferson County Commission desires to accept the generous grant of license and agrees to abide by the terms of the nonexclusive, non-transferable license as stated in the agreement;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute the software license agreement with the Tuscaloosa County Special Tax Board for a grant of license programs contained in the Assurance Self Reporting Tax System for utilization of tax collections by the Jefferson County Department of Revenue.

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

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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 Railroad Park Foundation in the amount of \$2,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Railroad Park Foundation ("Railroad Park"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Railroad Park is a 501(c)(3) organization which seeks funding to assist with replanting and restoring trees in the Park which were damaged during the severe drought experienced in the Birmingham area during 2016; and

WHEREAS, the Railroad Park meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Railroad Park, 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 June 30, 2018.
2. The County shall pay to the Railroad Park a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Railroad Park shall use the public funds to assist with replanting and restoring trees in the Park which were damaged during the severe drought experienced in the Birmingham area during 2016.

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

4. The Railroad Park 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 June 30, 2018, whichever shall occur first.

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

6. The Railroad Park 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 Railroad Park 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 Railroad Park 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 Railroad Park 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: 6/22/17                James A. Stephens, President  
                                       Jefferson County Commission  
                                       RAILROAD PARK FOUNDATION  
                                       Executive Director

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the following Agreements,

Microsoft	\$68,180.00	JUN-22-2017-478
Network America	\$7,250.00	JUN-22-2017-479
SS&C Technologies, Inc.	\$254,000.00	JUN-22-2017-480

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the pension contribution and County match granted to the following employee's due to a military leave of absence.

a) Darrick P. Williams	Revenue	\$8,159.20
b) Geoffrey L. Parker	Sheriff – Enforcement	\$6,712.66
c) Jonathan B. Lowe	Sheriff – Enforcement	\$4,604.42
d) Careasha Little	Revenue	\$294.40
e) Michael E. Glaze	Personnel Board	\$6,574.72
f) Christopher M. Butts	Roads & Transportation	\$1,124.32
g) Michael Ross Elcott	Jail – Corrections	\$3,906.36

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Millie Diliberto, Minute Clerk for the Jefferson County Commission hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on this 22<sup>nd</sup> day of June, 2017, recorded in Minute Book 171, Page(s) 231, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 22<sup>nd</sup> day of June, 2017.

Millie Diliberto  
Minute Clerk  
Jefferson County Commission

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

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Presentation was made by Commissioner Sandra Little Brown of Proclamation to the Jefferson County Cooperative Extension Office for receiving the 4-H Foundation Centennial Youth Initiative. Accepting the Proclamation was Lisa Jones, Director of the Jefferson County Cooperative Extension Division.

Commissioner Carrington introduced special guest, Stephanie Hasselwander of Steyr Arms, Inc., a fire arms manufacturer that recently located their operations on Morgan Road in Bessemer, Alabama.

Commission President Jimmie Stephens recognized a Roads and Transportation crew and their supervisor for going above and beyond the call of duty during their assistance at a traffic accident that aided in saving a life. Cal Markert, Director of Roads and Transportation was honored to introduce County Roads Supervisor Steve Green, and Crew Members James Lay and Greg Smith.

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, July 13, 2017.

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President

ATTEST:

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Minute Clerk