

STATE OF ALABAMA)

JEFFERSON COUNTY) December 4, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of November 26, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on December 4, 2013, and approved the following items to be placed on the December 4, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 and 2 and an additional resolution.
- Commissioner Carrington, Administrative Services Committee - Item 1 and two additional items.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Item 1.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 9 and an additional resolution.

A Public Hearing was held to receive comments on the request for vacation of sanitary sewer easements by Evson, Inc. and Lane Parke Apartments, LLC. There being no comments, the Commission took the following action.

Dec-4-2013-940

WHEREAS, Evson, Inc. and Lane Parke Apartments, L.L.C. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

Sewer Easement #1

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter also known as the Northwest corner of the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, Jefferson County, Alabama; thence southerly along the west line of the Southeast quarter of the Northwest quarter of said Section 8 a distance of 367.38 feet; thence left 89°29'00" a distance of 197.80 feet; thence left 90°00'00" a distance of 5.70 feet; thence right 90°00'00" a distance of 57.54 feet; thence right 0°11'51" a distance of 270.67 feet; thence left 173°20'49" a distance of 64.04 feet to Point "A" for future reference; thence left 0°10'09" a distance of 17 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence continue along last described course a distance of 359.20 feet to the end of said easement.

Sewer Easement #2

Commence at Point "A" as described above; thence from aforescribed course turn right 44°06'50" a distance of 20 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence continue along the last described course a distance of 314.99 feet; thence left 3°55'22" a distance of 22.40 feet; thence left 32°29'20" a distance of 93.30 feet; thence right 75°25'31" a distance of 336.22 feet to the end of said easement.

Sewer Easement #3

Commence at Point "A" as described above; thence from aforescribed course turn right 44°06'50" a distance of 334.99 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following

described line; thence right 42°23'43" a distance of 531.61 feet to the end of said easement.

Sewer Easement #4

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter also known as the Northwest corner of the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, Jefferson County, Alabama; thence easterly along the south line of the Northeast quarter of the Northwest quarter of said Section 8 a distance of 582.76 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence left 89°44'38" a distance of 349.22 feet to the end of said easement.

Sewer Easement #5

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter also known as the Northwest corner of the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, Jefferson County, Alabama; thence northerly along the west line of the Northeast quarter of the Northwest quarter of said Section 8 a distance of 665.12 feet; thence right 91°08'04" a distance of 100.86 feet; thence right 89°50'01" a distance of 51.70 feet to Point "B" for future reference; thence left 89°52'15" a distance of 737.59 feet; thence right 89°05'21" a distance of 246.98 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence left 88°04'43" a distance of 164.38 feet to the end of said easement.

Sewer Easement #6

Commence at Point "B" as described above; thence from the aforescribed course turn left 89°52'15" a distance of 10.00 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence continue in a straight line a distance of 714.18 feet to the end of said easement.

Sewer Easement #7

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter also known as the Northwest corner of the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, Jefferson County, Alabama; thence southerly along the west line of the Southeast quarter of the Northwest quarter of said Section 8 a distance of 367.38 feet; thence left 89°29'00" a distance of 197.80 feet; thence left 90°00'00" a distance of 5.70 feet; thence right 90°00'00" a distance of 57.54 feet; thence right 0°11'51" a distance of 194.99 feet; thence right 101°50'13" a distance of 375.22 feet; thence left 51°41'00" a distance of 80.37 feet to a point being the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10 feet each side of, parallel to and abutting the following described line; thence left 180°00'00" a distance of 80.37 feet; thence right 51°41'00" a distance of 790.02 feet; thence right 14°50'00" a distance of 595.39 feet to the end of said easement.

Excepted from this vacation:

Any part of the above described easements lying within 10 feet of any currently maintained Jefferson County Sanitary Sewer,

And any part of the above described easements lying within the Sanitary Sewer Easements conveyed to Jefferson County as recorded in BK: LR201312 Pg:20770, BK: LR201312 Pg:20772, BK: LR201312 Pg:20774, Deed Volume 6307 Page 41, Deed Volume 4980 Page 31 and Deed Volume 4165 Page 483, all being recorded in the Probate Office of Jefferson County, Alabama.

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

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

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

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

Dec-4-2013-941

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Utility-Consultant Engineer Agreement for the sanitary sewer relocation for the F. L. Shuttlesworth Drive Vehicular/Pedestrian Bridge construction project in an amount not to exceed \$285,912.00 between Jefferson County, Alabama and Volkert, Inc. This reimbursement

agreement provides for all engineering administrative and construction management services associated with the sanitary sewer relocation required to accommodate ALDOT's Vehicular/Pedestrian Bridge construction project on F. L. Shuttlesworth Drive in the City of Birmingham.

ALABAMA DEPARTMENT OF TRANSPORTATION
(AGREEMENT FOR ENGINEERING SERVICES BY
CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility, Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Volkert, Inc. (hereinafter called the ENGINEER) Engineer's Phone Number 205-214-5500.

W I T N E S S E T H:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. STPBH-STPAA-7376(600) in Jefferson County, Alabama; said project being described on the project plans as Vehicular/Pedestrian Bridge on F. L. Shuttlesworth Drive from 29th Avenue North to 32nd Avenue.

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 30 calendar days after date of written notice to proceed; and Phase II within 90 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work. The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase

necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work. Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$54,736.00; the maximum payment for Phase II will not exceed \$140,677.00; and the maximum payment for Phase III will not exceed \$90,499.00.

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I – See attached exhibit C-1

Maximum Engineering Cost for Phase II – See attached exhibit C-3

Maximum Engineering Cost for Phase III – See attached exhibit C-3

V. Construction Cost Estimate for Project

The estimated relocation cost is in the amount of \$1,826,659.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance with Laws:

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions

thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer:

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 20____, and the OWNER on the _____ day of _____ 20_____.

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST
(Minute Clerk)

WITNESS
Kirk Mills, P.E., Project Manger

OWNER:
Jefferson County Commission
W. D. Carrington, President

ENGINEER:
Volkert, Inc.
Alicia H. Rudolph, P.E., Vice President

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/05/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINTING SUPPLIES, PARKING FEES, KEYS MADE - BESS.	R&T: HIWAY MAINT-BESS	79.36	1900073889
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WELDING MACHINE ELECTRODE, OIL CAP - KETONA	R&T: HIWAY MAINT-KETONA	47.61	1900073952
*DISTRICT 2					126.97	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS/SUPPLY	REVENUE	112.08	1900073969
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BHAM POLICE REPORT - VEHICLE A118102	BD OF EQUAL - BHAM STATE	5.00	1900073776
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE - BESSMER TRIP EACH WEEK	BD OF EQUAL - BHAM STATE	155.52	1900073911
*DISTRICT 3					272.60	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETEN: SUPPORT SVCS	147.56	1900073914
DISTRICT 4	1003144	HOMEWOOD FIRE & RESCUE	12SMA HOMEWOOD FIRE EXERCISE	EMA	1,903.00	1900074009
DISTRICT 4	1003828	AAEM	AAEM MEMBERSHIP DUES - EMA STAFF	EMA	400.00	1900073836
DISTRICT 4	1029457	ROY L LEDFORD OR	SR REIMBURSEMENT - ROY LEDFORD	EMA	4,000.00	1900074002
DISTRICT 4	1030480	JARRETT M KITCHENS	SR REIMBURSEMENT - JERRETT KITCHENS	EMA	4,000.00	1900074003
DISTRICT 4	1030638	PHILLIP R OWENSBY	SR REIMBURSEMENT - PHILLIP OWENSBY	EMA	4,000.00	1900074004
DISTRICT 4	1030702	PHOEBE A ZANDI	SR REIMBURSEMENT - PHOEBE ZANDI	EMA	4,000.00	1900074005
DISTRICT 4	1030810	AIMEE CARTER SIMONTON	SR REIMBURSEMENT - AIMEE SIMONTON	EMA	4,000.00	1900074006
*DISTRICT 4					22,450.56	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE, BOLTS, PIPE	ES: TRUSSVILLE WWTP	98.92	1900073785
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN;ORINGS;SMALL TOOLS;	ES: FIVE MILE MAINT SHOP	488.84	1900073938
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LOCKS FOR OFFICE BUILDING	ES: TURKEY CREEK WWTP	195.00	1900073801
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS FOR CAMERA INSTALLATION	ES: TRUSSVILLE WWTP	36.18	1900073834
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ENGINEERS AND LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMIN	45.00	1900073894
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BALL BEARINGS;	ES: FIVE MILE MAINT SHOP	142.16	1900073964
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ANGULAR BALL BEARINGS;	ES: FIVE MILE CREEK WWTP	498.39	1900073965
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEANER, BELZONA, FITTINGS, SEAT, FILTERS	ES: VILLAGE MAINT SHOP	448.77	1900073968
DISTRICT 5	1031675	DUANE ALLEN	ASSESSORDUANEALLENY-2013POLICESERGEANTASSMNT	PER BD: TESTING	185.00	1900073786
DISTRICT 5	1031676	DONNA BROOKS	ASSESSOR-DONNABROOKS-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073788
DISTRICT 5	1031677	RODERIC FEACHER	ASSESSOR-RODERICFEACHER-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073789
DISTRICT 5	1031678	JAMES FILLEY	ASSESSOR-JAMESFILLEY-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073790
DISTRICT 5	1031679	NATASHA FOWLKES	ASSESSOR-N OWLKESK-2013POLICESERGEANTASSMNT	PER BD: TESTING	197.90	1900073793
DISTRICT 5	1031680	JO ANNE GARVEY	ASSESSOR-JOANNEGARNVEY-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073794
DISTRICT 5	1031681	NICK HUMPHREY	ASSESSOR-NICKHUMPHREY-2013POLICESERGEANTASSMNT	PER BD: TESTING	546.20	1900073795
DISTRICT 5	1031682	MARK KENNEMUTH	ASSESSOR-MARKKENNEMUTH-2013POLICESERGEANTASSMNT	PER BD: TESTING	200.92	1900073796
DISTRICT 5	1031683	GEORGE LICHMAN	ASSESSOR-GEORGELICHMAN-2013POLICESERGEANTASSMNT	PER BD: TESTING	640.57	1900073797
DISTRICT 5	1031684	THOMAS MACARTNEY	ASSESSOR-TMACARTNEY-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073798
DISTRICT 5	1031685	TIMOTHY METZ	ASSESSOR-TIMOTHYMETZ-2013POLICESERGEANTASSMNT	PER BD: TESTING	389.06	1900073799
DISTRICT 5	1031686	EDWARD MORAN	ASSESSOR-EDWARDMORAN-2013POLICESERGEANTASSMNT	PER BD: TESTING	537.29	1900073800
DISTRICT 5	1031687	JERMAINE POYNTER	ASSESSOR-JERMAINEPOYNTER-2013POLICESERGEANTASSMNT	PER BD: TESTING	395.54	1900073855
DISTRICT 5	1031688	DENNI RANDALL	ASSESSOR-DENNIERANDALL-2013POLICESERGEANTASSMNT	PER BD: TESTING	326.38	1900073853
DISTRICT 5	1031689	WILLIAM SMITHEY	ASSESSOR-WILLIAMSMITHEY-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073856
DISTRICT 5	1031690	GENEA STEPHENS	ASSESSOR-GENEASTEPHENS-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073857
DISTRICT 5	1031691	RHONDA TURNER	ASSESSOR-RHONDA TURNER-2013POLICESERGEANTASSMNT	PER BD: TESTING	144.44	1900073859
DISTRICT 5	1031692	JANIE VERGAKIS	ASSESSOR-JANIEVERGAKIS-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073861
DISTRICT 5	1031693	WILLIAM WALLACE III	ASSESSOR-WILLIAMWALLACE-2013POLICESERGEANTASSMNT	PER BD: TESTING	228.68	1900073864
DISTRICT 5	1031694	SHONDA WHITFIELD	ASSESSOR-SHONDAWHITFIELD-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073865
DISTRICT 5	1031695	FRANK WILLIAMS	ASSESSOR-FRANKWILLIAMS-2013POLICESERGEANTASSMNT	PER BD: TESTING	143.63	1900073866
DISTRICT 5	1031696	MICHELLE WOODFORK	ASSESSOR-M WOODFORK-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073867
*DISTRICT 5					7,488.87	
**					30,339.00	

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

Dec-4-2013-942

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

For Week of 11/19/13 -11/25/13

- GENERAL SERVICES, COOPER GREEN MERCY HEALTH SERVICES AND ENVIRONMENTAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR ELEVATOR SERVICE AND MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 01/01/14 - 12/31/15. REFERENCE BID # 170-13
- ENVIRONMENTAL SERVICES DEPARTMENT FROM HYDRA SERVICE INCORPORATED, BIRMINGHAM, AL, TO AWARD PURCHASE FOR BORGER ELUTRATION AND FEED PUMPS. SAP PURCHASE ORDER # 2000076652
\$79,193.00 TOTAL REFERENCE BID # 113-13R
- ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE UV SUPPLIES FOR TROJAN SYSTEM. SAP PURCHASE ORDER # 2000076464 \$60,056.00 TOTAL
CLARITY CONTRACT # CON-00004430
- GENERAL SERVICES ADMINISTRATION FROM W W GRAINGER INCORPORATED, BIRMINGHAM, AL, TO PURCHASE SCISSOR LIFT, PUSH AROUND, 500 LB CAPACITY. SAP PURCHASE ORDER # 20000765169 \$8,749.00 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM PENNSYLVANIA CYTOLOGY, MONROEVILLE, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FROM FY13 FOR PAP SMEARS. SAP PURCHASE ORDER # 2000069372 CHANGE ORDER \$ 1,614.00
REFERENCE BID # 41-10 PURCHASE ORDER \$71,614.00 TOTAL

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

Dec-4-2013-943

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/19/13 - 11/25/13, BE AND THE SAME HEREBY IS APPROVED.

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

Dec-4-2013-944

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 11/19/13 - 11/25/13, be and hereby is approved.

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

STAFF DEVELOPMENT

Emergency Management Agency Bob Ammons Integrated Emergency Management Course: Planned Events Emmitsburg, Maryland – December 8, 2013	\$303.28
Environmental Services David Denard Geospatial Coordinates with Applications Pelham, AL – December 11, 2013	\$125.00
Environmental Services Reflie Lucas Spectra Precision Certified Survey Pro Class Birmingham, AL – November 5, 2013	\$500.00
Commission - District 4 Joe Knight Travel to New York, Boston & Chicago November 11-13, 2013	\$1,045.75

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

Dec-4-2013-945

WHEREAS, in 2008 the United States Congress authorized Qualified Energy Conversation Bonds (QECBs) to finance a wide range of energy conversation facilities; and

WHEREAS, the State of Alabama received \$48,364,000 in QECBs to be used to finance certain specified "qualified conservation purposes" as defined in 26 USC 54D(f), IRS Notice 2009-29 and 26 U.S.C. 54D(f); governments can finance such purposes through QECBs only if permitted under Alabama law; and

WHEREAS, based on population estimates of July 1, 2007 Jefferson County was allocated \$4,484,959 in QECBs; and

WHEREAS, the County may use the allocated QECBs in any reasonable manner under "qualified conservation purposes," and the County Commission shall determine in good faith at its discretion to waive/reallocate funds; and

WHEREAS, the County has elected not to use the QECBs and desires to reallocate to local government(s) who qualify; and

WHEREAS, the City of Hueytown has requested that the County Commission reallocate QECBs to the City of Hueytown in an amount up to \$1,500,000 to replace existing lighting throughout the City and;

WHEREAS, the reallocation by the County to the City of Hueytown will benefit the City in energy savings and provide improved lighting throughout the City.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that QECBs up to \$1,500,000 be reallocated to the City of Hueytown.

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

Dec-4-2013-946

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama, and the City of Vestavia Hills, Alabama, to loan election equipment to the City of Vestavia Hills for the election to be held Tuesday, March 11, 2014.

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY, ALABAMA AND THE
CITY OF VESTAVIA HILLS, ALABAMA

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Jefferson County, a political subdivision of the State of Alabama (herein after the "County"), and the City of Vestavia Hills, (herein after the "City"), contact representative Rebecca Leavings as City Clerk, City of Vestavia Hills, this 21st day of October, 2013.

It is hereby agreed and understood as follows:

1. City shall take possession on Monday, March 3, 2014, of the following election equipment which is the property of Jefferson County Elections Division of General Services:
 - 12 Franklin Voting Booths
 - 36 Folding Chairs
 - 18 Folding Tables
 - 6 Standing "Vote Here" Signs
 - 7 AutoMarks
 - 13 M100 Voting Machines
2. Said equipment will be provided to Leavings free of charge for the election to be held Tuesday, March 11, 2014.
3. City shall have the equipment returned to the County Friday, March 14, 2014.
4. Equipment shall be returned in the same condition as loaned.
5. Any damaged equipment shall be replaced immediately at the expense of the City of Vestavia Hills.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

CITY OF VESTAVIA HILLS, ALABAMA

Jeffery Downes, City Manager

City of Vestavia Hills

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

Dec-4-2013-947

Whereas, Robert M. Brissie, M.D. received his medical degree at the Medical University of South Carolina in Charleston, South Carolina and served as Deputy Chief Medical Examiner in Charleston, South Carolina; and

Whereas, Dr. Brissie of the Jefferson County Coroner/Medical Examiner Office served the public in the position of Chief Coroner/Medical Examiner in Jefferson County, Alabama since 1980; and

Whereas, Dr. Brissie served on the Board of Directors of the National Association of Medical Examiners, and he is a member of the American Academy of Forensic Sciences, the College of American Pathologists, the American Society of Clinical Pathologists, the Jefferson County Medical Society, the Alabama Coroner's Association, and the American Medical Association; and a past president of the Metropolitan Criminal Justice Executive Association; and

Whereas, Dr. Brissie provided reconstruction and testimony concerning the deaths that occurred in the bombing of the 16th street Baptist Church; and

Whereas, Dr. Brissie performed autopsies on extremely complicated cases in Birmingham, Alabama including those involved in the Eric Robert Rudolph case and the bombing that resulted in the death of Judge Robert Vance; and

Whereas, Dr. Brissie provided expert testimony used in the conviction of serial killer Peewee Gaskins in Charleston, South Carolina; and

Whereas, Dr. Brissie managed the Jefferson County Coroner/Medical Examiner Office during three severe tornado events involving multiple deaths in Jefferson County; and

Whereas, Dr. Brissie presented testimony in a landmark case which established bite mark evidence in the State of Alabama with discussion of interpretations of associated patterned injuries on the deceased; and

Whereas, Dr. Brissie lectured and taught extensive coursework pertaining to investigations involving the cause, manner and circumstances surrounding death including homicide investigations; and

Whereas, Dr. Brissie co-authored a publication involving the risk of head injuries and the use of safety helmets during tornadoes; and
Whereas, Dr. Brissie served as the Sheriff of Jefferson County, Alabama between the terms Sheriff Mel Bailey and the appointment of his successor; and

Whereas, Dr. Brissie was an invaluable expert resource in matters of death investigation throughout his career, including establishing a Medical Examiner system of quality death investigation in Jefferson County, Alabama; and

Whereas, Dr. Brissie passed away on November 9, 2013, leaving behind a legacy that will continue to serve Jefferson County in the systems he established, as well as in the hearts and minds of those he trained and worked with.

Now, therefore, be it resolved that all five members of the Jefferson County Commission do unanimously honor and offer sincere thanks to Robert M. Brissie, M.D., and his family for his contributions to Jefferson County, Alabama and to the field of forensic pathology and medical legal death investigation in the United States of America.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this 4th day of December, Two Thousand and Thirteen.

George F. Bowman, Commissioner
Sandra Little-Brown, Commission Pro-Tem
W.D. Carrington, Commission President
T. Joe Knight, Commissioner
James A. (Jimmie) Stephens, Commissioner

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

Dec-4-2013-948

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Dennis Duckett, applicant; Dennis Duckett, Owner/Store Manager, d/b/a Duckies Lounge located at 411 Carson Rd N, Suite 101, Birmingham, AL 35215 for a (010) Lounge Retail Liquor (on premise) license, be and hereby is approved.

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

Dec-4-2013-949

WHEREAS, Jefferson County, through its Office of Community and Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant-Disaster Relief program; and

WHEREAS, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for the Pleasant Grove Demolition and Debris Removal Project required by applicable laws and regulations; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President W.D. Carrington is authorized, directed and empowered to execute the Determination of Exemption in accordance with 24 CFR 58.34(a) for the Pleasant Grove Demolition and Debris Removal Project from the 2012 CDBG Disaster Relief program.

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

"It takes courage to push yourself to places that you have never been before...to test your limits...to break through barriers."

-Anais Nin

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements of those individuals who have impacted our community for the better; and

WHEREAS, it is our sincere pleasure to honor the achievements of the Minor High School Band on being crowned Grand National High Stepping Champions for 2013; and

WHEREAS, Marching bands today are not your grandfather or grandmother's marching band of the past where the band walked out onto the field, stopped and played a couple of songs and walked off the field. These students are moving thousands of steps at high tempos all the while playing an instrument or using a piece of color guard equipment during the show; and

WHEREAS, Minor High School Band's first competition was the Central Alabama Marching Festival in Selma, Alabama competing against 18 bands throughout the state of Alabama where they were awarded best overall drumline and best in class band. The most prestigious award was the band winning the best overall band in the contest and the Mayor's cup, which was presented by the Honorable George Patrick Evans, Mayor of Selma; and

WHEREAS, Minor High School Band was victorious in Selma, AL, they went on to the National High School High Stepping Contest in Atlanta, Georgia which included 35 of the highest quality bands throughout the United States. The Minor High School Band and Color Guard won 1st place in their division during the preliminary round (there were 4 divisions). The Minor High School Band went on to compete in the final round later that day where the band and color guard won 1st place in the final round; and

WHEREAS, the accomplishments of the band is to be paired with the leadership of the Principal of Minor High Dr. Juanita Vann and Jefferson County Superintendent Dr. Stephen Nowlin, Director of Bands, James Crumb, Jr., Associate Directors Kelvin Benion, Jeff Calvert and Jennifer Walsh, Color Guard Sponsor Cotrena Mosley, and all band members and parents; and

WHEREAS, marching and playing at the same time is challenging and marching band members meet the challenge of marching at one tempo while playing at another.

NOW THEREFORE UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to The Minor High School Band and the band's leadership on December 4, 2013 as our recognition of their role in bringing the 2013 Grand National High Stepping Championship home to Jefferson County Alabama.

Signed by the Jefferson County Commission on the 3rd day of December, 2013.

W. D. Carrington, President
Sandra Little Brown, President Pro Tempore
George Bowman, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

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

Whereas, it is the policy of the Jefferson County Commission to honor our beloved citizens and to recognize achievements of individuals who have impacted our community for the better, and

Whereas, Robert A. (Bob) Rogers is soon to retire from Jefferson County as Chairman of the Board of Equalization; and

Whereas, Bob Rogers, a native of Fort Lauderdale, Florida, graduated from Auburn University with a Bachelors in Business Administration in 1977; and

Whereas, Bob Rogers began his employment with Jefferson County in 1981 in the Board of Equalization as a temporary Appraisal Assistant; and

Whereas, Bob Rogers served in every classified position within the Board of Equalization and on March 29, 2011 was appointed Chairman; and

Whereas, Bob Rogers is an Alabama Certified Appraiser, holds a Certified General Real Property Appraisal License; and

Whereas, Bob Rogers is a long time member of the Alabama Association of Assessing Officials and is a certified instructor for the Alabama Department of Revenue Property Taxation program; and

Whereas, Bob Rogers was an active member of the Board at New Covenant Fellowship Church in Pinson for many years, and now is a faithful member at Church of the Highlands; and

Whereas, Bob Rogers is a loving husband and father. He and his wife Christy have two daughters, Jill and Rachel and six grandchildren.

Now, therefore, be it resolved that the Jefferson County Commission congratulates Robert A. (Bob) Rogers upon his retirement and we express our appreciation for his Thirty Two years of service to the Board of Equalization.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this 4th day of December, Two Thousand Thirteen.

W. D. Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

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

Dec-4-2013-952

CONTRACT ID: CON-00004631

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, Jefferson County Commission to receive this Notification of Grant Award for the First Portion of FY 2014 Title III & VII Programs in the amount of \$616,755.00 from ADSS to be used to assure the provision of services to the elderly in accordance with the approved Area Plan; and

WHEREAS, the Statement of the Grant Award for the Budget Period is October 1, 2013 through September 30, 2016, and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$,616, 755.00 to continue to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

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

Dec-4-2013-953

WHEREAS, in accordance to Administrative Order No. 90-3, an actuarial review was conducted to determine the reserve funding level for the Jefferson County Commission's Self-insured Auto Liability, General Liability and Workers' Compensation Programs.

NOW, THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION accepts the recommendation of Glicksman Consulting, LLC to establish a reserve for its Self-insured Auto Liability, General Liability and Workers' Compensation programs for Fiscal Year 2013-2014 at the expected confidence level (discounted) of \$5,462,105.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, December 19, 2013.

President

ATTEST

Minute Clerk